



City Council Agenda 8/19/2025

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held August 19, 2025 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. **Call to Order**
2. **Chaplain Prayer & Pledges**
3. **Proclamations/Recognitions**
4. **Public Comment**

Members of the public may raise issues or concerns not listed on the Regular Agenda during this time. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. When speaking, citizens must speak from the podium, address all comments to the dais, begin by stating your name and address or Single Member District number, and limit their remarks to three minutes or less.

5. **Consent Agenda**

- a. Consider approving the August 5, 2025, City Council regular meeting minutes and August 5, 2025, Budget Workshop minutes (Heather Stastny)
- b. Consider accepting a 14,148.5-sq. ft. utility easement out of Lot 1, Block 1, Section 1, Johnson Street Subdivision, from Johnson Street Church of Christ and authorizing the City Manager to negotiate and execute all related documents (Kevin Pate, Sarah Torres)
- c. Consider approving a parking encroachment agreement on property located at 11 E. Ave K to allow parking and maneuvering space within the right of way, and authorizing the City Manager to negotiate and execute all related documents (Aaron Vannoy)
- d. Consider approving a Second Amendment to the Airport Lease, Sublease and License Agreement with Skyline Aviation Inc., amending the lease to allow special non-aeronautical events to be held within the leased premises at 8534 Hangar Road and authorizing the City Manager to negotiate and execute all related documents (Justin Fletcher)
- e. Consider approving the purchase of 160 sets of dual-certified Firefighter/Rescue turnout gear through Buyboard Contract #698-23 in the amount of \$232,650.40 and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)
- f. Consider awarding FIN-01-25 Banking Depository Services to First Financial Bank and authorizing the City Manager to negotiate and execute all related documents (Ryan Gaddy)
- g. Second reading and public hearing of ordinances for:
 1. CP25-01, a request to amend the Comprehensive Plan from Neighborhood to Commercial in the Lasker Addition Block 38, Lot 6; and
 2. Z25-18, a request to rezone from the Single-family Residential zoning district to the General Commercial zoning district, located at 21 E. 21st St., being in the Lasker Addition Block 38, Lots 4-6 (Aaron Vannoy)

- h. Second reading and public hearing of an ordinance to amend PD05-02, a request to amend a Planned Development by updating the Concept Site Plan to include renovations and expansions located at 50 E. 43rd St. (Aaron Vannoy)
- i. Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for health insurance claims and premiums, property insurance proceeds, flood response funding, COSADC affordable housing flood program, COSADC business flood relief, comprehensive plan, and Coliseum bond proceeds (Tina Dierschke)

6. Regular Agenda

Comments regarding items on the Regular Agenda may be made by the public when each item is discussed as outlined above. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. Comments are limited to less than three minutes. Applicants, proponents, and appellants are exempt from the time limit above and instead must limit their remarks to less than five minutes.

- a. Consider approving HGAC Contract #EC07-23 for the purchase of 911 recording equipment through the Concho Valley Council of Governments/Equature Recording Solution Proposal, in the amount of \$93,870.60 sourced from general capital projects fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by SAPD Communications Director Sergeant John Bouligny)
- b. Consider approving an amendment to the Central Square Agreement for a Human Resources Information System through UKG, utilizing the General Fund fund balance in the amount of \$44,000 (Presentation made by Human Resources Director Veronica Sanchez)
- c. Discuss, consider and take appropriate action to adopt an Ordinance authorizing the issuance and sale of City of San Angelo, Texas Tax Note, Series 2025 in the approximate amount of \$1,110,000; levying an Annual Ad Valorem Tax and providing for the payment of said Note, providing an effective date, and enacting other provisions relating to the Subject (Presentation made by Finance Director Tina Dierschke)
- d. Discussion and consideration of matters related to the fiscal year 2025-2026 operating budget, including:
 - 1. first reading and public hearing of an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026. This budget will raise more total property taxes than last year's budget by \$5,716,170 (9.7%), and of that amount, \$861,795 is tax revenue to be raised from new property added to the tax roll; and,
 - 2. conducting a separate vote to ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for September 2, 2025, a regular meeting of the City Council as an action item (Presentation made by Finance Director Tina Dierschke)
- e. First reading and public hearing of an ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2025-2026 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated website; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke)

- f. Consider approving Tax Increment Reinvestment Zone incentive funding for a North TIRZ project located at 216 W. 5th St. totaling \$75,000 to add paving and safety features on site for a gymnasium (Presentation by Planning and Development Services Director Aaron Vannoy)
- g. A resolution to consider a set-aside fund for commercial and RM-1 and RM-2 properties affected by the July 4th Flood event in the North TIRZ zone in the amount of \$1,000,000 with associated conditions (Presentation made by Planning and Development Services Director Aaron Vannoy)

7. Closed Session

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open under the following sections:

- a. Section 551.087 - Business prospect negotiations regarding:
 - 1. Project Hyperspace
 - 2. Project Ralley Point
- b. Section 551.072 - Deliberations about real property regarding 7409 Knickerbocker Rd.
- c. 551.072 - Deliberations about real property regarding +/- 528.8930 acres out of the T J Smith Survey; Abstract - 5145, Survey - 0004 and +/-152.107 acres out of the J W Johnson Survey; Abstract - 8134, Survey - 0010

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations:
 - Parks & Recreation Advisory Board:** William Kitch (Mayor) to an unexpired term ending December 2025
 - Planning Commission:** Jennifer Juarez (SMD 2) to an unexpired term ending January 2026
- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 14th day of August 2025, at 9:48 a.m.


Heather Stastny, City Clerk

All agenda items are subject to action. The City Council reserves the right to consider business out of posted order and/or adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations Regarding Real Property), 551.073 (Deliberations Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits), 551.087 (Deliberations Regarding Economic Development Negotiations), and 551.089 (Deliberations Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the ADA Coordinator at 325-657-4407 for request, or by completing a request form online at cosatx.us/ada.

Citizen requests to display materials on the city's monitors must submit the request 96 hours prior to the meeting by email to Heather.Stastny@cosatx.us. Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

City Council regular meetings are broadcast on SATV Channel 17-Government Access at 10:30 a.m. and 7:00 p.m. every day, beginning the evening of the meeting until the evening of the next meeting.

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, August 5, 2025

Present:

Mayor Pro tem Tommy Hiebert, SMD 1
Council Member Joe Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Patrick Keely, SMD 4
Council Member Karen Hesse Smith, SMD 5
Council Member Mary Coffey, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Thompson called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, August 5, 2025 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided by San Angelo Police Chaplain Marcella Jenkins, and pledges were led by San Angelo Police Chaplain Gary Jenkins.

3. Proclamations/Recognitions

Recognition of the 101st Birthday of Fess Parker.

4. Public Comment

Citizen Jamal Schumpert (SMD 4) spoke about possible future uses for the Northside Recreation Center and surrounding area.

5. Consent Agenda

- a. Approval of the July 10, 2025, special meeting minutes and the July 15, 2025, regular meeting minutes (Heather Stastny)
- b. Approval of the purchase of 3,977.16 sq.-ft. from First Presbyterian Church for the Chadbourne Phase B Project for \$59,900 (appraised value), closing costs not to exceed \$2,000; and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich, Sarah Torres)
- c. Acceptance of a Subrecipient grant in an amount not to exceed \$100,000 awarded by the Texas General Land Office Local Hazard Mitigation Plans Program through HUD's Community Development Block Grant Mitigation Program, for use towards updating the current Tom Green County/City of San Angelo Multi-Jurisdictional Hazard Mitigation Action Plan and authorizing the City Manager to negotiate and execute related documents (Jose Rivera)
- d. Award of RFP EM-01-25 Hazard Mitigation Plan Update to H2O Partners in the amount of \$68,250 and authorizing the City Manager to negotiate and execute any related documents (Jose Rivera)

- e. Approval of a fifth amendment to the Santa Fe Municipal Golf Course Services Agreement with Two Pro Management that extends the term of the agreement to September 30, 2027, and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- f. Ratification of a COSADC resolution approving a project in an amount not to exceed \$1,000,000 to provide Affordable Housing assistance for needed repairs to damage resulting from the July 4, 2025, flooding; for properties located within the Designated Flood Area; the project to be administered by Galilee Community Development Corporation, (Galilee) providing repairs to housing eligible under 42 U.S.C. Section 12745 as approved in Chapter 505 Texas Local Government Code for a Type B Development Corporation, and authorizing the Board President to negotiate and execute all related documents; and recommending ratification by City Council (Michael Dane)
- g. Ratification of a COSADC resolution approving a project in an amount not to exceed \$1,000,000 for damage repairs needed as a result of the July 4, 2025, flooding to businesses located in the Designated Flood Area; businesses must be eligible under Section 501 and Section 505 Texas Local Government Code for a Type B Development Corporation, for the retention or creation of Primary Jobs; authorizing the Board President to negotiate and execute all related documents; and recommending ratification by City Council (Michael Dane)
- h. Ratification of COSADC's approval of the first addendum to the Housing Study contract by and between the City of San Angelo Development Corporation and Inter/Direct U.S.A., Ltd, d/b/a Community Development Strategies (CDS) for professional services to prepare an update to the 2019 San Angelo Rental Housing Study award on September 25, 2024, in the amount not to exceed \$7,250, the amendment to include impact analysis of the recent July 4th flood disaster on affordable housing and in-person presentation of the final report, authorizing the Board President to negotiate and execute all related documents; and recommending ratification by City Council (Michael Dane)
- i. Ratification of amendments to the Audit Committee Charter (Michael Muncey)
- j. Adoption of a resolution waiving the imposition and collection of certain building permit fees to repair structures within the designated disaster area due to damages caused by the July 4th flood event (Aaron Vannoy)
- k. Adoption of a resolution authorizing the Animal Services division to accept a donation of \$3,244.02 from Murdoch's Ranch & Home Supply (Angela Bloss)
- l. Adoption of resolutions in support of:
 - 1. A Future Interstate Highway Formula Program
 - 2. A Future Interstate Feasibility Study for the Heartland Expressway, Theodore Roosevelt Express and a portion of Ports-to-Plains High Priority Corridors
 - 3. Future Interstate Designation for the Heartland Expressway, Theodore Roosevelt Expressway and a Portion of Ports-to-Plains High Priority Corridors and Numbering Future Interstate Segments (Major Hofheins)

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Keely, to approve the Consent Agenda with the exception of Items 5b., 5e., 5j., and 5l. The motion carried unanimously (6) ayes to (0) nays with no public comment.

Motion: Council Member Coffey made a motion, seconded by Council Member Self, to approve Item 5b. as presented by Operations Director Patrick Frerich. The motion carried unanimously (6) ayes to (0) nays with no public comment.

Citizen Jamal Schumpert (SMD 4) suggested Town Hall meetings for the public to have input on use of the park.

Motion: Council Member Keely made a motion, seconded by Council Member Hesse Smith, to approve Item 5e. as presented by Parks and Recreation Director Carl White. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Keely made a motion, seconded by Council Member Self, to approve Item 5j. as presented by Planning and Development Services Director Aaron Vannoy. The motion carried unanimously (6) ayes to (0) nays with no public comment.

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Thomas, to approve Item 5l. as presented by MPO Director Major Hofheins. The motion carried unanimously (6) ayes to (0) nays with no public comment.

6. Regular Agenda

- a. Approval of Sourcewell Contract #010925-FECON for the purchase of one mulching attachment from Vermeer Texas-Louisiana, in the amount of \$63,888, utilizing stormwater fund balance, and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Senior Fleet Manager Ryan Kramer))

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Thomas, to approve the item as presented. The motion carried unanimously (6) ayes to (0) nays with no public comment.

- b. Approval of the 2025-2029 five-year Consolidated Plan for the use of CDBG and HOME grant funds and authorizing the City Manager to execute all related documents and certifications (Presentation made by Neighborhood and Family Services Interim Director Morgan Chegwiddden)

Citizen Jamal Schumpert (SMD 4) spoke in opposition of the current program management.

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to approve the item as presented. The motion carried unanimously (6) ayes to (0) nays.

- c. Discussion and direction regarding properties located in the floodway and floodplain and authorization to apply to the National Resource Conservation Services' Emergency Watershed Protection Program and authorizing the City Manager to negotiate and execute any related documents (Presentation made by Operations Director Patrick Frerich)

Citizen Fabian Fernandez (SMD 4) inquired about options for modular homes on lots in the affected area as an alternative to rebuilding.

Motion: Council Member Keely made a motion, seconded by Council Member Thomas, authorizing staff to apply to the NRCS's EWP Program and authorizing the City Manager to negotiate and execute all related documents. The motion carried unanimously (6) ayes to (0) nays.

- d. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for health insurance claims and premiums, property insurance proceeds, flood response funding, COSADC affordable housing flood program, COSADC business flood relief, comprehensive plan, and Coliseum bond proceeds (Presentation made by Finance Director Tina Dierschke)

Motion: Council Member Thomas made a motion, seconded by Council Member Coffey, to approve the item as presented. The motion carried unanimously (6) ayes to (0) nays with no public comment.

- e. First reading and public hearing of an ordinance for PD25-04, a request for a Planned Development with the underlying zoning of General Commercial to allow a mixed use of community services, housing, and accessory land uses for community short term and long-term housing being 10.080 acres located at 738, 740, and 742 W. 14th. St. (Presentation made by Planning & Development Services Director Aaron Vannoy)
- f. First reading and public hearing of an ordinance for Z25-20, a request for a zone change from the Single-family Residential zoning district to the Low Rise Multi-family Residential zoning district for properties located at 611 N. Jackson & 610 N. Van Buren (Presentation made by Planning & Development Services Director Aaron Vannoy)

7. Closed Session

Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to the Requirement that Meetings be Open under the following sections:

8. Follow Up and Administrative Issues

- a. Consideration of items discussed in Closed Session, if needed
- b. Approval of various Board nominations:
Audit Committee: Tommy Hiebert (SMD 1) and Mary Coffey (SMD 6)

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to approve the item as presented. The motion carried unanimously (6) ayes to (0) nays with no public comment.

- c. Announcements and consideration of Future Agenda Items

9. Adjournment

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to adjourn the meeting. The motion carried unanimously (6) ayes to (0) nays.

There being no further business, the meeting adjourned at 10:07 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Tommy Hiebert, Mayor Pro Tem

Heather Stastny, City Clerk

In accordance with Chapter 2, Article 2.300, of the Official Code of the City of San Angelo, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details of Council meetings may be obtained from the City Clerk's Office, or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

DRAFT

City of San Angelo, Texas
Special City Council Meeting – Budget Workshop
Tuesday, August 5, 2025

Present:

Mayor Tom Thompson
Pro tem Tommy Hiebert, SMD 1
Council Member Joe Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Patrick Keely, SMD 4
Council Member Karen Hesse Smith, SMD 5
Council Member Mary Coffey, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Thompson called the special session of the San Angelo City Council to order at 10:30 a.m. on Tuesday, August 5, 2025 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Workshop Itinerary

- a. Discussion of matters regarding the fiscal year 2025-2026 budget preparation, including, but not limited to:
 1. General Fund revenue and expenditures;
 2. Enterprise Funds revenue and expenditures; and
 3. Other items in need of Council direction (Presentation made by Finance Director Tina Dierschke)

Finance Director Tina Dierschke reviewed revenue and expenditures for the General Fund.

Human Resources Assistant Director Kimberly Holle clarified questions regarding retiree insurance for employees hired before 01/01/2000.

Police Chief Travis Griffith, Fire Chief Patrick Brody, Operations Director Patrick Frerich, Human Resources Assistant Director Kimberly Holl, and Planning & Development Services Director Aaron Vannoy, discussed one-time funding requests.

Fire Chief Patrick Brody, Neighborhood & Family Services Interim Director Morgan Chegwiddden, Human Resources Assistant Director Kimberly Holle discussed on-going funding requests.

Human Resources Assistant Director Kimberly Holle discussed Classification & Compensation, and Health Insurance challenges, as well as upcoming plan reviews and timelines for both areas.

Budget Manager Jonathan Flores provided an overview of the Hotel Occupancy Tax and reviewed revenue and expenditures of Enterprise Funds.

The following HOT fund recipients discussed their organizations: Destination Marketing Organization Vice President Jeremy Bartz, San Angelo Performing Arts Center Executive Director Yukio Kuniyuko, and San Angelo Museum of Fine Arts Assistant Director & Curator Laura Huckabee.

Public Works Executive Director Shane Kelton, Airport Director Justin Fletcher, Economic Development Interim Director Michael Dane discussed revenue and expenditure changes.

Direction: Council directed staff to present the budget for first reading and public hearing at the August 19, 2025 City Council meeting , with adoption scheduled for September 2, 2025.

3. Follow Up and Administrative Issues

a. Announcements and consideration of Future Agenda Items

Council Member Coffey proposed future discussions regarding FTE/cost savings reports and potential funding opportunities from City-owned properties.

4. Adjournment

There being no further business, the meeting adjourned at 11:35 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Tom Thompson, Mayor

Heather Stastny, City Clerk

In accordance with Chapter 2, Article 2.300, of the Official Code of the City of San Angelo, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details of Council meetings may be obtained from the City Clerk's Office, or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: August 19, 2025

Item type: Consent Item

Caption:

Consider accepting a 14,148.5-sq. ft. utility easement out of Lot 1, Block 1, Section 1, Johnson Street Subdivision, from Johnson Street Church of Christ and authorizing the City Manager to negotiate and execute all related documents (Kevin Pate, Sarah Torres)

Staff Recommendation:

Approve

Summary/History:

Johnson Street Church of Christ is granting an easement to COSA to cover a fire hydrant and existing water main on Church property. COSA needs this easement to maintain the water main and hydrant.

Funding Source(s):

Financial Impact:

n/a

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|------------------------------|----------------------------------|
| 1. | Utility Easement Map | Utility Easement Map.pdf |
| 2. | Utility Easement Field Notes | Utility Easement Field Notes.pdf |

Presentation:

Sarah Tackett

Approvals/Reviews:

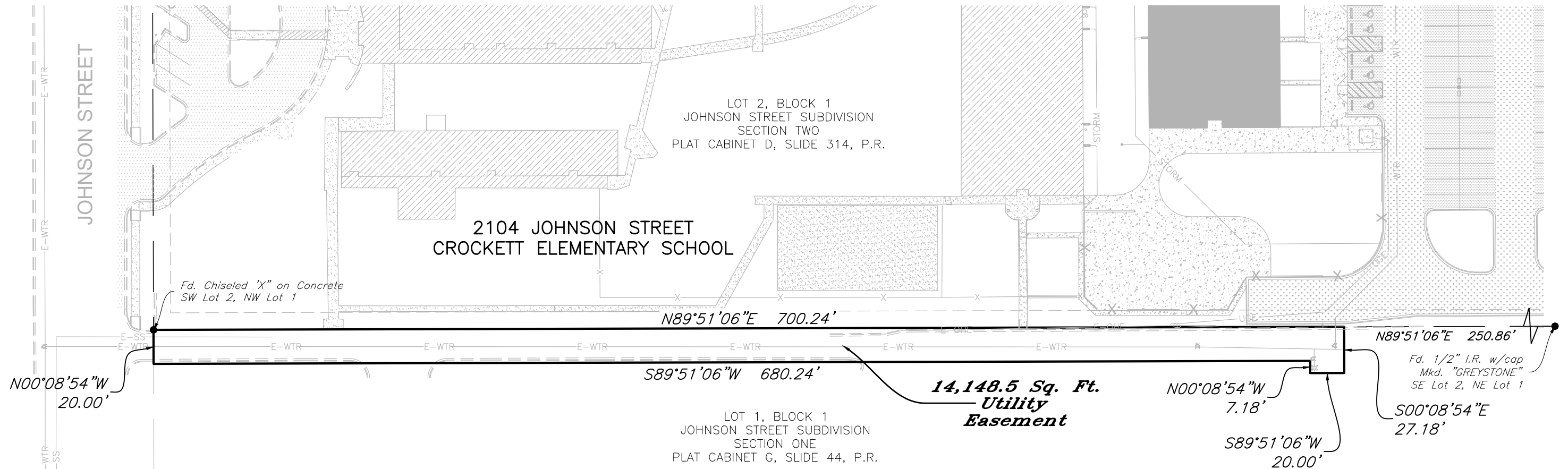
Sarah Tackett	Created/Initiated
Sarah Tackett	Approved
Brandon Dyson	Approved
Kevin Pate	Approved

Brandon Dyson
Heather Stastny

Approved
Final Approval

COPYRIGHT 2025

THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL.



SKETCH SHOWING A 14,148.5 SQUARE FOOT UTILITY EASEMENT OUT OF LOT 1, BLOCK 1, JOHNSON STREET SUBDIVISION, SECTION ONE AS PER PLAT RECORDED IN CABINET G, SLIDE 44, PLAT RECORDS OF TOM GREEN COUNTY, TEXAS. SEE ATTACHED FIELD NOTES.

This survey is prepared for the exclusive use and benefit of the purchaser of this survey and for the specific transaction for which this survey is intended. Use of this survey cannot be transferred or assigned to a third party. Not valid without the original signature and seal of a Registered Professional Land Surveyor.

This is to certify that this map or plat and the survey on which it is based were in accordance with the requirements set forth in the Professional Land Surveying Practices Act in effect as of the date of this survey.

Dated: July 28, 2025.

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636



25-E-0304

SKG

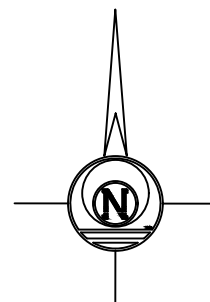
ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT

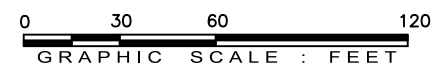
706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903

PHONE: 325.655.1288
FAX: 325.657.8189

FIRM No.: 10102400
www.skge.com



SCALE: 1"= 60'



BEARINGS ARE BASED UPON
THE PLAT OF RECORD.

**FIELD NOTES
UTILITY EASEMENT**

14,148.5 Sq. Ft.

July 28, 2025
25-E-0304_14148.5 SF

Utility Easement being an area of 14,148.5 Square Feet of land out of Lot 1, Block 1, Johnson Street Subdivision, Section One, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet G, Slide 44, Plat Records of Tom Green County, Texas and said 14,148.5 Square Feet being more particularly described by metes and bounds as follows:

Beginning at a chiseled 'X' on Concrete found on the east right of way line of Johnson Street and being the northwest corner of said Lot 1 and the southwest corner of Lot 2, Block 2, Johnson Street Subdivision, Section Two, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet D, Slide 314, Plat Records of Tom Green County, Texas;

Thence with the north line of this easement and said Lot 1 and the south line of said Lot 2, **N. 89°51'06" E.** a distance of **700.24** feet to the northeast corner of this easement from which a ½" iron rod with cap marked "GREYSTONE" found at the northeast corner of said Lot 1 and the southeast corner of said Lot 2 bears **N. 89°51'06" E.** a distance of 250.86 feet;

Thence with the east line of this easement and crossing said Lot 2, **S. 00°08'54" E.** a distance of **27.18** feet to a point for the southeast corner of this easement;

Thence continuing across said Lot 2 and with the south line of this easement. **S. 89°51'06" W.** a distance of **20.00** feet to a point for the southwest corner of this easement;

Thence continuing across Lot 2 and with the west line of this easement, **N. 00°08'54" W.** a distance of **7.18** feet to a point for an interior corner of this easement;

Thence continuing across said Lot 2 and with the south line of this easement **S. 89°51'06" W.** a distance of **680.24** feet to a point for the southwest corner of this easement and on the west line of said Lot 1 and on the east line of said Johnson Street;

Thence with the west line of this easement and east right of way line of said Johnson Street, **N. 00°08'54" W.** a distance of **20.00** feet to the point of beginning and containing **14148.50** square feet.

Bearings recited herein are based upon the plat of record of Johnson Street Subdivision, Section One as per plat recorded in Cabinet G, Slide 44, Plat Records of Tom Green County, Texas.

See Attached Plat of Survey.


Russell T. Gully

Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



**FIELD NOTES
UTILITY EASEMENT**

14,148.5 Sq. Ft.

July 28, 2025
25-E-0304_14148.5 SF

Utility Easement being an area of 14,148.5 Square Feet of land out of Lot 1, Block 1, Johnson Street Subdivision, Section One, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet G, Slide 44, Plat Records of Tom Green County, Texas and said 14,148.5 Square Feet being more particularly described by metes and bounds as follows:

Beginning at a chiseled 'X' on Concrete found on the east right of way line of Johnson Street and being the northwest corner of said Lot 1 and the southwest corner of Lot 2, Block 2, Johnson Street Subdivision, Section Two, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet D, Slide 314, Plat Records of Tom Green County, Texas;

Thence with the north line of this easement and said Lot 1 and the south line of said Lot 2, **N. 89°51'06" E.** a distance of **700.24** feet to the northeast corner of this easement from which a ½" iron rod with cap marked "GREYSTONE" found at the northeast corner of said Lot 1 and the southeast corner of said Lot 2 bears **N. 89°51'06" E.** a distance of 250.86 feet;

Thence with the east line of this easement and crossing said Lot 2, **S. 00°08'54" E.** a distance of **27.18** feet to a point for the southeast corner of this easement;

Thence continuing across said Lot 2 and with the south line of this easement. **S. 89°51'06" W.** a distance of **20.00** feet to a point for the southwest corner of this easement;

Thence continuing across Lot 2 and with the west line of this easement, **N. 00°08'54" W.** a distance of **7.18** feet to a point for an interior corner of this easement;

Thence continuing across said Lot 2 and with the south line of this easement **S. 89°51'06" W.** a distance of **680.24** feet to a point for the southwest corner of this easement and on the west line of said Lot 1 and on the east line of said Johnson Street;

Thence with the west line of this easement and east right of way line of said Johnson Street, **N. 00°08'54" W.** a distance of **20.00** feet to the point of beginning and containing **14148.50** square feet.

Bearings recited herein are based upon the plat of record of Johnson Street Subdivision, Section One as per plat recorded in Cabinet G, Slide 44, Plat Records of Tom Green County, Texas.

See Attached Plat of Survey.


Russell T. Gully

Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: August 19, 2025

Item type: Consent Item

Caption:

Consider approving a parking encroachment agreement on property located at 11 E. Ave K to allow parking and maneuvering space within the right of way, and authorizing the City Manager to negotiate and execute all related documents (Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

The request is to utilize the public right of way and E Ave K as a maneuvering and parking area located in front of 11 E. Ave. K. The business currently located at 9 and 11 E Ave K is expanding with office space in to a vacant property located at 13 E Ave. K. This prompts a change of occupancy and a parking evaluation. This block existed with parking which backs out onto E Ave. K for decades. The current Zoning Ordinance does not allow more than 2 spaces per property. This request allows the City Council to decide if the property owner adjacent to this area of right of way can utilize the right of way property to satisfy their parking needs through an encroachment agreement. City staff recommends approval of this request.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | ROW25-05 11 E Avenue K_Staff M] | ROW25-05 11 E Avenue K_Staff M].docx |
| 2. | Application for Right of Way E] | Application for Right of Way E].pdf |
| 3. | Parking Plan | Parking Plan.pdf |
| 4. | ROW25-05_11 E Ave Encroachment Agreement | ROW25-05_11 E Ave Encroachment Agreement.docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Heather Stastny

Created/Initiated

Approved

Approved

Final Approval

MEMO



Meeting

Date: August 19, 2025

To: City Council

From: Karen Putnam
Planning Technician, City of San Angelo

Request: Request of approval to allow two parking spaces in the public right-of-way.

Background: ROW25-05: A request of approval to allow two parking spaces in the public right-of-way located at 11 E Avenue K, Fort Concho Neighborhood. This property is a part of a food and dining establishing and is located close to downtown.

Planning Commission Requested Action:

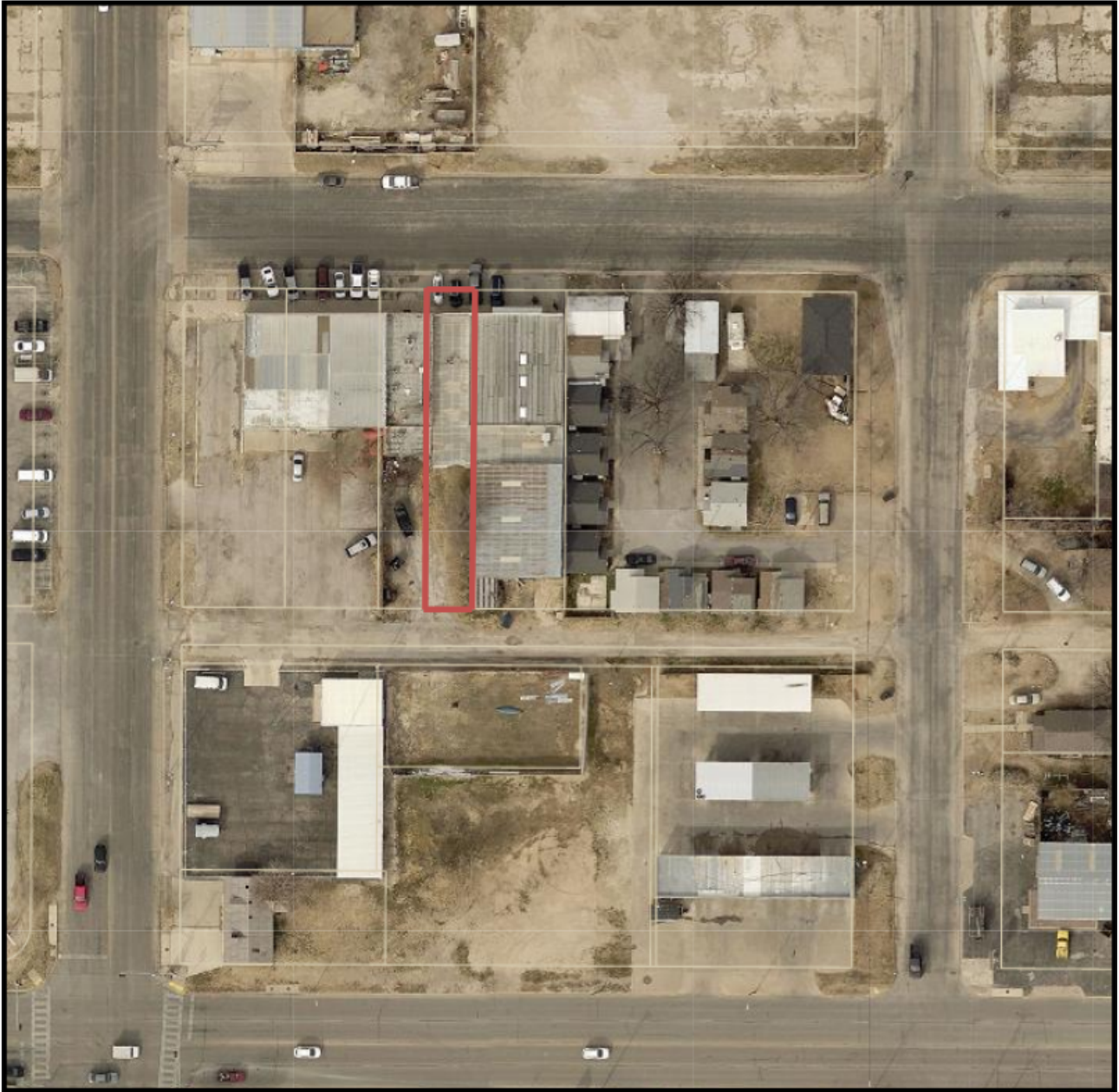
Staff recommends **APPROVAL** of a request of approval to allow two parking spaces in the public right of way located at 11 E Avenue K with the following **condition:**

- Follow the guidance outlined in Section 511 of the Zoning Ordinance.

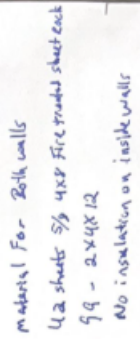
Front of building



Map



000





City of San Angelo, Texas – Planning Division
52 West College Avenue
Application for Right-of-way Encroachment



Section 1: Basic Information

Name of Applicant(s): A & D Prime Properties

☒ Owner

☐ Representative (Affidavit Required)

608 Spencer St. San Angelo TX 76903
Mailing Address City State Zip Code

325-374-5871 A.dprimeproperties@gmail.com
Contact Phone Number Contact E-mail Address

11 E. AVE K San Angelo TX 76903
Subject Property Address City State Zip Code

0.098 BIK: 106, SUBD: Fort Concho Addition, E/2 of Lot 3
Legal Description (can be found on property tax statement or at www.tomgreencad.com)

Lot Size: 4250 Zoning: Commercial

Encroachment Type:

- ☒ Surface or Aerial Easement (for physical encroachments such as walls, awnings and canopies but where no activities taking place)
☐ Sidewalk Use License (no physical encroachments but where area to be used for activities— i.e. tables, chairs, patio tables, retail display)
☐ Both (physical encroachments such as awnings and canopies and where area to be used for activities)

Section 2: Site Specific Details

General Description of Location*: parking lot attached to AVE K street right of way

Reason for Encroachment*: Two parking spaces in front of office building

*Use attachment if necessary.

Section 3: Applicant's acknowledgement

(By checking the boxes you indicate that you understand the following regulations)

- ☒ An application for Right-of-way Encroachment may only be made by the owner of the adjacent property, or an authorized representative of the property owner.
- ☒ No application will be processed if a zoning violation exists on the adjacent property, unless such processing is authorized by City Council. Use of the encroachment area and adjoining property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of a zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.

I/We the undersigned acknowledge that the information provided above is true and correct.

Bernie G. Longoria
Signature of applicant or authorized representative

7-11-25
Date affirming the truth of the above statement.

Bernie G. Longoria
Printed name of licensee or authorized representative

A&D Prime Properties / CEO
Name of business/Entity of representative

FOR OFFICE USE ONLY:

Date of Application: ____/____/____

Non-Refundable Fee: \$____ Receipt #: ____ Date paid: ____/____/____

Date of hearing by City Council: ____/____/____ Date of hearing by City Council: ____/____/____

Reviewed/Accepted by: _____

CHECKLIST FOR RIGHT-OF-WAY ENCROACHMENT

Each Right-of-way Encroachment Application shall obtain the following information:

- ☒ Completed application form
- ☒ A notarized Affidavit from the property owner, if different from the applicant
- ☒ Required \$800.00 application fee payable to "City of San Angelo"
- ☒ Specific details of request (Proposed buildings, structures, awnings, canopy, patio, signs, their sizes and dimensions, and reasons for request)
- ☒ Field Notes / Legal Meets-and-Bounds Description of Encroachment Area encompassing boundaries of encroachment area. Physical improvements such as walls, canopies and awnings require surveyor's seal. A surveyor's seal may be waived for minor improvements such as light fixtures, signs, and other fixtures as determined by City Attorney's Office)
- ☒ Survey or Site Plan drawn to scale showing the entirety of the encroachment area and adjoining property, including all dimensions (length and width) of these areas and setbacks to property lines, including setbacks between the encroachment area and edge of street/street curb.
- ☒ Elevations showing all views of proposed development or redevelopment, in full, including structure height, vertical clearance (distance from bottom of structure to ground), accurate colors and materials to be used, including any approved renderings from the DHRC or Planning Director if required.
- ☒ Certificate of Insurance (C.O.I.) for Sidewalk Use Licenses (to be reviewed and approved by City's Risk Management Division if City Council approves the encroachment request.
- ☒ Other details that will assist City Council to understand the request, such as photographs, etc.

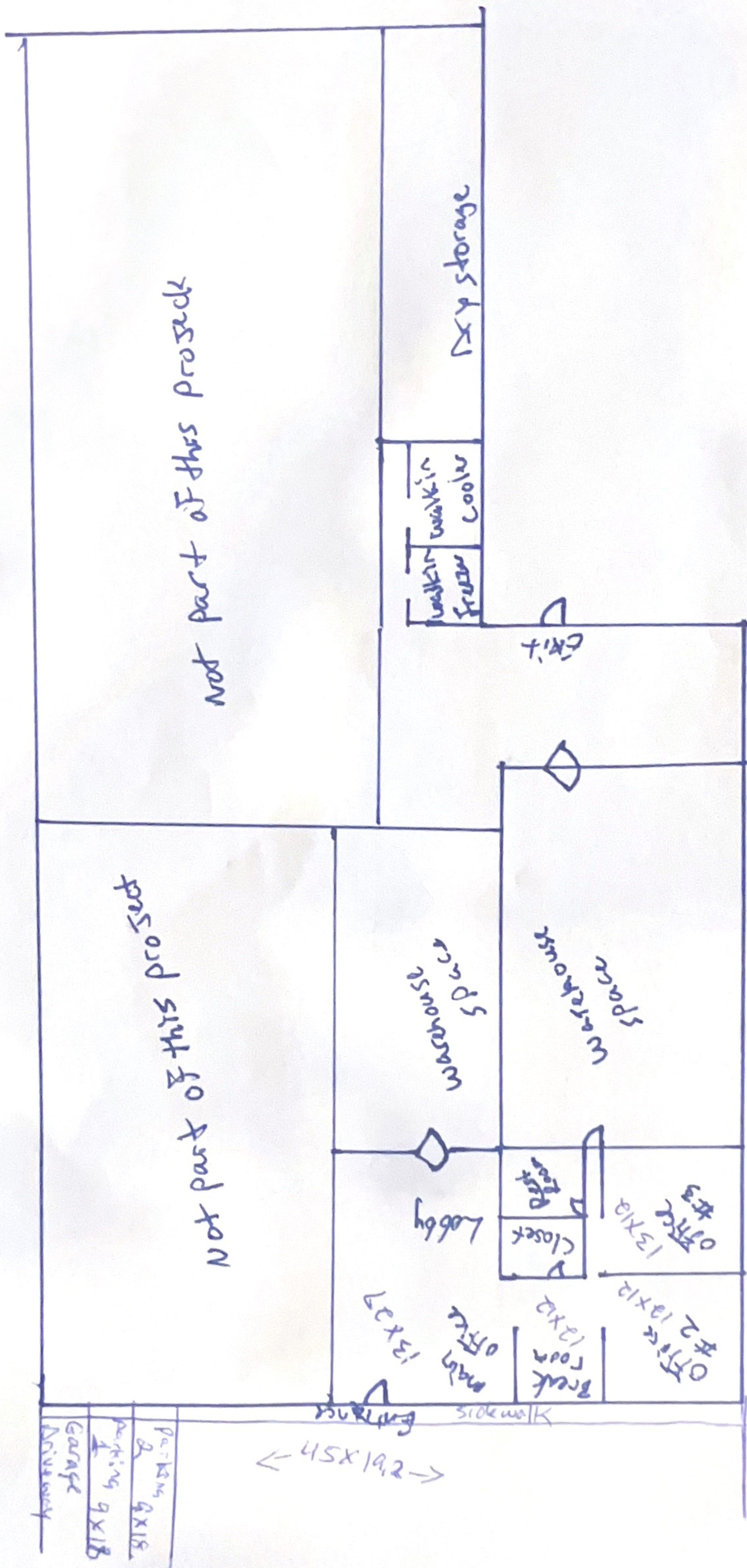
I certify that all general requirements as listed above have been provided, in addition to all project-specific requirements. I understand that not providing all of this information may result in an incomplete application and delay the consideration of my project for approval.

Brian D. Lanson
Applicant

7-11-25
Date

A3D Prime Properties

(PARKING)



000

TEMPORARY NONEXCLUSIVE RIGHT-OF-WAY LICENSE USE AGREEMENT

THE STATE OF TEXAS

§

TOM GREEN COUNTY

§

THIS TEMPORARY NONEXCLUSIVE RIGHT-OF-WAY LICENSE USE AGREEMENT, hereinafter referred to as ("License"), is entered into by and between the City of San Angelo, a municipal corporation of the State of Texas, hereinafter referred to as ("Licensor" or "City"), and **A&D Prime Properties, a Texas limited liability company and Owner of 13 East Avenue K**, hereinafter referred to as ("Licensee"), with an Effective Date of the _____ day of _____, 2025.

WITNESSETH:

That Licensor, for consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant to Licensee the non-exclusive, temporary, revocable right, privilege and license to utilize a designated portion of the public street right-of-way along the east side of South Chadbourne Street, immediately adjacent to a property at 11 East Avenue K described as approximately 0.098 acres, E/2 of lot 3, Block 106, in the Fort Concho Addition, for the purpose of two new 9 foot by 18 foot parking spaces described in **Exhibit "A"**, attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Licensed Premises"), and as depicted in **Exhibit "B"**, attached hereto and made a part hereof for all purposes.

The "Licensed Use" as set forth herein, commencing from the foregoing effective date, is subject to the conditions, restrictions, covenants and exceptions hereinafter set forth:

1. Interest Conferred by this License: This License confers no exclusive possession or tenancy of the Licensed Premises. The Licensee cannot exclude City from Licensed Premises. This License solely authorizes Licensee to the temporary use of Licensed Premises for the limited purposes set forth herein and for no other purpose. The parties hereby agree that the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on Licensed Premises and to use Licensed Premises, subject to the terms of this License. City retains dominion, possession and control of the Licensed Premises. Therefore, no lease interest in Licensed Premises is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of this License or its use of Licensed Premises hereunder. Additionally, Licensee does not and

shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of any expenditure of funds by Licensee for improvements, construction, repairs, partitions, or alterations to Licensed Premises which may be authorized by City.

2. Licensed Use: Licensed Premises shall be used for the limited purpose of two new 9 foot by 18 foot parking spaces to service a commercial development on the property at 11 E Avenue K; substantially as described and depicted in **Exhibits “A” and “B”**, attached hereto and made a part hereof for all purposes.

3. Term: This License shall commence on the effective date set forth herein above and if not earlier terminated as herein provided, continue for a period of forty (40) years to _____, 2065, at which time this License shall automatically extend annually until terminated as herein provided.

4. Non-exclusive License: This license is non-exclusive and is made expressly subject and subordinate to the reserved right of the City to use or permit the use of the Licensed Premises for public sidewalk area, utility right-of-way or any other public purpose.

5. Right of Termination:

(a) The City reserves the right to terminate and cancel this License by resolution passed by its Governing Body upon a finding that the License is inconsistent or incompatible with the reserved right of the City to use or permit the use of the Licensed Premises or whenever the purpose or use of the License is or has become a nuisance as determined in the discretion of the City Council, and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City shall not be held liable by reason thereof. The parties hereto concur that said resolution shall be final and shall not be subject to review by the Courts.

(b) Upon termination or cancellation by City or Licensee, this License shall become null and void and Licensee or anyone claiming any rights under this instrument shall remove, to the extent required by City, any or all improvements, appurtenances and encroachments owned by Licensee from the Licensed Premises at Licensee's expense, and shall restore the Licensed Premises to its condition at the effective date of this License at the sole cost of the Licensee. In the event that Licensee shall fail to remove its improvements, appurtenances and encroachments as required and to restore the Licensed Premises, City shall have the right to do the necessary work to remove said improvements, appurtenances and encroachments and to restore the Licensed Premises to its condition at the effective

date of this License, or to cause such work to be done, and to assess reasonable allocated costs or the incurred cost of all such work against Licensee and premises of which Licensed Premises is a part.

6. Improvements: Licensee may utilize a designated portion of the public street right-of-way along East Avenue K, immediately adjacent to a property at 11 East Avenue K for two new 9 foot by 18 foot parking spaces to service a commercial development, the property being approximately 0.098 acres, E/2 of lot 3, Block 106, in the Fort Concho Addition; substantially as described and depicted in **Exhibits “A” and “B”**, attached hereto and made a part hereof for all purposes. Licensee shall not install any additional improvements or permanent fixtures on the Licensed Premises without first securing the written permission of City.

7. Codes, Ordinances and Regulations: Licensee shall comply with all applicable codes, ordinances and regulations of local, state and federal governments in the exercise of its use of the Licensed Premises. This requirement shall include, but not be limited to, compliance at all times with the Texas Architectural Barriers Act, Texas Accessibility Standards, Americans with Disabilities Act, as well as local ordinances and regulations relating to occupancy loads, unobstructed passage ways, entrances and exits, and signage.

8. Improvements and Maintenance: It is further understood that if and when the City, in the exercise of its discretion, shall determine that the grade of any street or sidewalk should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the Licensed Premises, Licensee’s improvements or appurtenances thereon, or the use thereof by Licensee, City may proceed with such improvement or work without liability to Licensee. Further, any modifications or changes to Licensee’s facilities in the licensed area or in construction or reconstruction of any public improvement attributable to Licensee’s use of the licensed area and/or its installations and improvements shall be made at the sole expense of Licensee and to the satisfaction of City.

9. Insurance and Indemnification: At such time as this license is granted, it is agreed that Licensee shall hold harmless and indemnify City and procure and keep in full force and effect Insurance coverage of the kind and in the minimum amounts, all as set forth in **Exhibit “C”**, attached and made a part hereof for all purposes, which provisions shall survive termination or expiration of the term of this License Agreement.

10. Reservations: This License is subject and subordinate to any existing utilities or communication facilities, including drainage, presently located within or about the Licensed Premises, owned or operated by the City or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the Licensed Premises for facilities presently located within the boundaries of said Licensed Premises. No improvement or appurtenance shall be constructed or placed upon, over or across the Licensed Premises in such a manner as to interfere with the operation of any utilities or communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any improvement or appurtenance which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the Licensed Premises. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any improvements or appurtenances which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the Licensed Premises for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of Licensee.

11. Successors and Assigns: The terms of this License shall be binding upon the Licensee and Licensee's successors and assigns.

12. Non-assignable: This License may not be assigned by Licensee without the prior written approval from the City. The assignee shall deliver a copy of the assignment, along with the assignee's written acceptance of the provisions of this License, to the Director of Planning and Development Services for the City of San Angelo, or his designee, within ten (10) days of such assignment. Should Licensee fail to obtain prior written approval for assignment of this License or fail to provide the City with the required written acceptance and a copy of the assignment as provided, the Director of Planning and Development Services or his designee, may terminate this License.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed and intend to be legally bound thereby.

LICENSOR:
CITY OF SAN ANGELO

BY: _____
Daniel Valenzuela, City Manager

Date: _____, 2025

ATTEST:

Heather Stastny, City Clerk

LICENSEE:

BY: _____
Bernie G Longoria, Owner
A&D Prime Properties LLC

Date: _____, 2025

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Bernie G Longoria, Owner of A&D Prime Properties, LLC, a Texas limited liability company, on behalf of said company.**

Notary Public, State of Texas

APPROVED AS TO INSURANCE
REQUIRMENTS:

Kimberly Holle, Risk Management

APPROVED AS TO FORM:

Brandon Dyson, City Attorney

APPROVED AS TO CONTENT:

Aaron Vannoy
Director of Planning and Development Services

APPROVED AS TO CONTENT:

Kevin Pate, City Engineer



EXHIBIT B

Map View

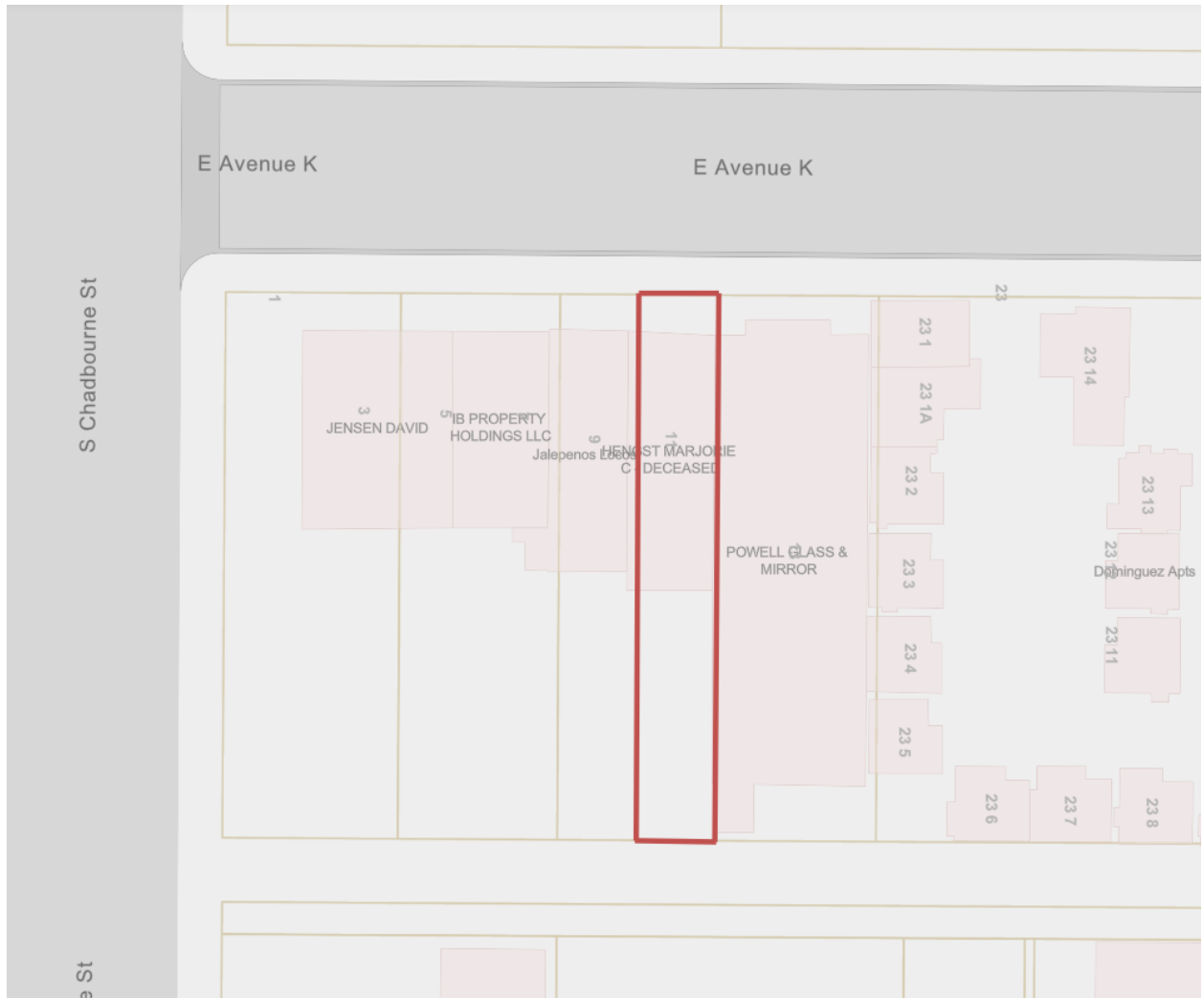


EXHIBIT "C"

TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT INSURANCE REQUIREMENTS

1. INDEMNIFICATION.

1.1 GENERAL INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF LICENSEE OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF LICENSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LICENSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LICENSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LICENSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

1.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF LICENSEE IN PERFORMING UNDER THIS CONTRACT.

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Licensee for the purpose of complying with this Contract.

2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Licensee, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 Waiver of Subrogation. Licensee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.1.4 Certificates of Insurance. At or before the time of execution of this Contract, Licensee shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Licensee and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 W College Avenue, San Angelo, Texas 76903.

2.1.5 Licensee's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Licensee's liability or as a full performance on its part of the indemnification provisions of this Contract. Licensee's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Licensee to maintain adequate coverage shall not relieve Licensee of any contractual responsibility or obligation.

2.1.6 Sub-Licensees' Insurance. Licensee shall cause each Sub-Licensee and Sub-Sub-Licensee of Licensee to purchase and maintain insurance of the types and in the amounts specified below. Licensee shall require Sub-Licensees and Sub-sub-Licensees to furnish copies of certificates of insurance to Licensee's Risk Manager evidencing coverage for each Sub-Licensee and Sub-Sub-Licensee.

2.2 Types and Amounts of Insurance Required. Licensee shall obtain and continuously maintain in effect at all times during the term hereof, at Licensee's sole expense, insurance coverages as follows with limits not less than those set forth below:

2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Licensee and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Licensee's employees) and damage to property of the City or others arising out of the act or omission of the Licensee or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Licensee under the paragraph of this Contract entitled "Indemnification." Coverage shall not be less than:

\$ 1,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

2.2.2 Builder's Risk (All Risk). This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$ 700,000.00 Combined Single Limits

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Justin Fletcher, Airport Director, Airport

Meeting Date: August 19, 2025

Item type: Consent Item

Caption:

Consider approving a Second Amendment to the Airport Lease, Sublease and License Agreement with Skyline Aviation Inc., amending the lease to allow special non-aeronautical events to be held within the leased premises at 8534 Hangar Road and authorizing the City Manager to negotiate and execute all related documents (Justin Fletcher)

Staff Recommendation:

Approve

Summary/History:

The Chamber of Commerce has approached Skyline Aviation/San Angelo Jet Center to hold a public meet and greet for Goodfellow AFB's new Commanding Officer on Sept 4, 2025. The San Angelo Jet Center Hangar has become more attractive as a venue for non-aeronautical public events at the airport. This item would authorize the amendment of the Skyline/San Angelo Jet Center Hangar lease, authorizing public events subject to approval of the Airport Director and compliant with the FAA's Non-Aeronautical Hangar Use Policy. The lease would be amended to include provisions such as:

- Provide the airport with 30 days notice of the special event. (Required for TSA Change of Condition Notification)
- Coordinate a site visit and receive approval from the City of San Angelo Fire Marshal
- Provide the airport with a ramp security and operations plan.
- Hire Airport Police for LEO support during the event.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Justin Fletcher

Approvals/Reviews:

Justin Fletcher

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: August 19, 2025

Item type: Consent Item

Caption:

Consider approving the purchase of 160 sets of dual-certified Firefighter/Rescue turnout gear through Buyboard Contract #698-23 in the amount of \$232,650.40 and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)

Staff Recommendation:

Approve

Summary/History:

The Fire Department is requesting authorization to purchase 160 sets of dual-certified turnout gear. This gear is certified for Wildland firefighting and Rescue operations. The purchase is through Buyboard contract #698-23, and the funds are available in account 103-9015-422.0565 (TIFMAS).

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
103	103-9015-422.05-65		\$232,650.40

Financial Impact:

Funds available and budgeted out of account 103-9015-422.05-65
\$232,650.40

Other Information/Recommendation:

Attachments:

1. #26327 Revised San Angelo Tech Gen 51, Boots,曗 Revised San Angelo Tech Gen 51, Boots,& Gloves.pdf

Presentation:

Patrick Brody

Approvals/Reviews:

Patrick Brody	Created/Initiated
Patrick Brody	Approved
Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Craig Harkcom
417 Jupiter
Pampa, TX, 79065
USA

Document Info:

Quote #: 700-0026327
Taken By: Craig Harkcom
Expiration Date: 04/18/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
243330	FIRE-DEX TG51 DELUXE COAT FDX-TG51DELUXECOAT	160.00 / EA	554.58	88,732.80
243331	FIRE-DEX TG51 DELUXE PANTS FDX-TG51DELUXEPANTS	160.00 / EA	581.26	93,001.60
295320	TECH RESCUE BOOT 10M FDX-FDXL90	160.00 / EA	301.20	48,192.00
248086	FDX-DEX-RESCUE LEATHER GLOVE 76W LARGE GR51LG	1.00 / EA	0.00	0.00
300212	BUYBOARD #698-23 BUYBOARD	1.00 / EA	0.00	0.00
300056	FREIGHT FOR THECH GEN 51 FREIGHT	1.00 / EA	1,026.00	1,026.00
300056	FREIGHT FOR BOOTS FREIGHT	1.00 / EA	1,698.00	1,698.00

Total of All Services

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$229,926.40	Sublet total	\$0.00
Freight total	\$2,724.00	Core charges	\$0.00
		Sales tax	\$0.00

Total: \$232,650.40

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance

Meeting Date: August 19, 2025

Item type: Consent Item

Caption:

Consider awarding FIN-01-25 Banking Depository Services to First Financial Bank and authorizing the City Manager to negotiate and execute all related documents (Ryan Gaddy)

Staff Recommendation:

Approve

Summary/History:

The current Banking Depository Services agreement with First Financial Bank (FFB) expires September 30, 2025. A request for proposals was released in April with a requirement that respondents must be headquartered or have branch facilities located in the City of San Angelo. First Financial Bank was the sole respondent to the RFP. The bank was evaluated on services, service fees, and net earnings on account balances.

City's acceptance of First Financial Bank's proposal would continue the arrangement that has existed between City and FFB since October 1, 2000. During that period, City has requested numerous enhancements, and FFB has readily accommodated those requests with prompt and courteous service.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Staff recommends awarding a Banking Depository Agreement to First Financial Bank and authorizing the City Manager to negotiate and execute all necessary documents.

Attachments:

- | | | |
|----|--|--|
| 1. | 01 FIN-01-25 Bank Depository Services | 01 FIN-01-25 Bank Depository Services.pdf |
| 2. | 1-City of San Angelo - RFP FIN-01-25 - First Financial Bank v1 | 1-City of San Angelo - RFP FIN-01-25 - First Financial Bank v1.pdf |
| 3. | 1-18-05 Proposed Fees San Angelo-Attachment A | 1-18-05 Proposed Fees San Angelo-Attachment A.xlsx |

Presentation:

Ryan Gaddy

Approvals/Reviews:

Tina Dierschke
Jeffrey Tomlinson
Ryan Gaddy
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval



City of San Angelo

REQUEST FOR PROPOSALS

RFP FIN-01-25 • Finance Department
Banking Depository Services

SUBMITTAL DEADLINE: [AVAILABLE ON CITY OF SAN ANGELO - BONFIRE](#)

CITY OF SAN ANGELO • PURCHASING DIVISION • 72 WEST COLLEGE AVENUE • SAN ANGELO, TEXAS 76903



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1. INVITATION

1.1 General

The City of San Angelo Finance Department requests proposals from qualified financial institutions to contract as the City's Banking Depository. For a proposal to be considered, the institution responding to this proposal ("Respondent") must be located within the City limits of the City of San Angelo and demonstrate the capacity to perform the services described in this Request for Proposals ("RFP").

1.2 Confidentiality

All submissions shall remain confidential. After award, submissions will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

1.3 Document Availability

Solicitation Documents can be downloaded from the City's website at <https://cosatx.bonfirehub.com/>. To locate the documents on the Bonfire Portal, go to:

Bid Information > RFP: FIN-01-25/Banking Depository Services

1.4 Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the Special Insurance Rider and/or the draft project agreement included with this solicitation package. Please review the insurance and indemnification requirements with your insurance agent prior to submission.

1.5 Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via [Bonfire](#). Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued as an addendum and posted on the City's eProcurement portal, Bonfire. Only questions answered by formal addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.6 Required Response

The City requires a response to Request for Proposal (RFP) notifications sent to potential vendors. Should a company choose not to participate, then to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" form must be submitted.

1.7 Deadline and Delivery Location

Sealed submittals must be received no later than **the posted submission deadline listed in City's e-Procurement Portal ([Bonfire](#))**. The time recorded in Bonfire will serve as the official record of time. Bids received after the bidding deadline, regardless of the mode of delivery, will not be considered.

It is the sole responsibility of the vendor to ensure that the sealed submittal arrives via Bonfire by the specified deadline.

Faxed, e-mailed, or physically submitted proposals will not be accepted.

1.8 Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's eProcurement portal, Bonfire. Respondents should **acknowledge any addenda and return the "Addenda Acknowledgement" form with their proposal package**. Respondent is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the respondent's risk.



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1.9 Award of Contract

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer.

The City will select the most highly qualified Respondent(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

1.10 Acceptance of Proposal Content

Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Respondent receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

1.11 Equal Employment Opportunity

Respondents are required to ensure that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

1.12 Proposal Term

The term of this Agreement shall be for a period of THREE (3) YEARS. The City shall have two (2) one (1) year options to extend the term hereof, subject to the availability and appropriation of funds. The term of this Agreement will renew automatically unless either party provides notice in writing at least ninety (90) days prior to the expiration of each term.

Points of Contact

Jeffrey Tomlinson, Manager

Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Tina Dierschke, Director

Finance Department
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903



2. INSTRUCTIONS TO RESPONDENTS

2.1 Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation (RFP) will be in the form of written addenda.

2.2 Examinations of RFP Documents

Respondents are expected to examine all specifications, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

2.3 Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

2.4 Authorized Signature

Proposals must show vendor name, address, and can be signed digitally. The person signing the proposal must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the proposal.

2.5 Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date using the Bonfire system. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

2.6 Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials, City staff, or contracted agents of the City regarding the RFP from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City officials/employees/agents from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's proposal from consideration and from opportunities to bid on future projects.

Exceptions to the Restrictions on Communication with City employees include:

- A. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity.
- B. Casual social contacts that do not include mention of the RFP.
- C. Respondents may submit written questions concerning this RFP via Bonfire [eProcurement](#) system up to a week prior to submission due date. Questions received after the stated deadline will not be answered. Submission of questions to any other party prior to award may result in the disqualification of a respondent from bidding on this project as well as future projects for the City.

It is required that all questions be sent [via](#) Bonfire. Questions submitted and the City's responses will be published in the form of addenda to the City's [eProcurement](#) system, Bonfire. Respondent is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding.

- A. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions, and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests.



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- B. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process must submit a written request no later than five (5) calendar days from the date the letter was sent. Failure to submit a letter in writing to the Purchasing office prior to the end of the fifth day shall be at the risk of the respondent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.

2.7 Disqualification

The respondent may be disqualified for any of the following reasons:

- C. The respondent is involved in any litigation against the City of San Angelo.
- D. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City.
- E. The response is deemed non-conformant/non-responsive to the criteria/instructions highlighted herein.
- F. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency.
- G. The proposal is not received by the proposal submittal deadline; or,
- H. The proposal is not executed by a person authorized to enter into a contract binding on the respondent.

2.8 Reservations

The City expressly reserves the right to accept, reject, or cancel all proposals AND:

- A. Waive any defect, irregularity, or informality in any proposal or bidding procedure.
- B. Extend the proposal closing time and date.
- C. Reissue a bid invitation or RFP.
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified unless the vendor specifies otherwise.

2.9 Acceptance

Acceptance of respondent's qualifications will be in the form of a letter of engagement and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

2.10 Order Placement

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without the express authorization of a Procurement Official shall be at the risk of the vendor.

2.11 Invoices and Payment

Contractor will submit an account analysis monthly for all services rendered pursuant to this Request for Proposals. The account analysis will be addressed to the designated City Point of Contact.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the incurred charges are provided to the authorized City representative.



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2.12 Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

2.13 Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be affected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

2.14 Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

2.15 Assignment – Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.16 Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.17 Modifications

This contract can be modified or rescinded only in writing signed by both of the parties or their duly authorized agents.

2.18 Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

2.19 Applicable Law

This agreement is subject to all applicable federal and state laws, statutes, codes, rules and regulations and all local ordinances, rules, and regulations. This agreement is also subject to the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

2.20 Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.



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2.21 Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, they may demand that the other party give written assurance of its intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

2.22 Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which Purchase Orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a Purchase Order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and minority vendors are encouraged to participate.

2.23 Conflict of Interest

Vendor agrees to comply with the conflict of interest provisions of the City of San Angelo Charter and Code of Ordinances. Vendor agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2.24 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016.



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Filing Process:

On January 1, 2016, the ethics commission made available on its website a filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. **The Form 1295 must be received, signed and original, within thirty (30) days of Council award or the contract may be voided.**

Information regarding how to use the filing application and the application are both available at <https://www.ethics.state.tx.us/filinginfo/1295/>. Instructional videos are available under the heading Instructional Videos for Business Entities.

2.25 Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax and Federal Excise Tax.

2.26 Examination of Contract Documents

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with all solicitation and contract documents. The failure or neglect of a vendor to receive or examine any of the solicitation or contract documents shall in no way relieve them from any obligations with respect to their submission or to any resulting contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

2.27 Legal Venue

Tom Green County, Texas

2.28 Funds - Price

Following negotiations, the vendor will establish a price agreement with the City. The work will be selected based on availability of funds.

2.29 Proposal Term

The base term of this Agreement will be for three (3) years effective from the award date by the City Council. The City shall have two (2) one (1) year options to extend the term hereof, subject to the availability and appropriation of funds. The term of this Agreement will renew automatically unless either party provides notice in writing at least ninety (90) days prior to the expiration of each term.



3. GENERAL NOTES

3.1 Local Presence

To ensure a close working relationship and to facilitate service, only depository institutions with full depository service capabilities within the geographic boundaries of the City of San Angelo, Texas will be authorized to submit a proposal.

3.2 Fees and Charges

The City reserves the right to utilize either a fee basis or compensating balance basis (or a combination of each) for payment of banking services under the contract. The City reserves the right to change the payment methodology during the contract period upon no less than thirty (30) days written notice to the bank, with the change commencing the first of the following month. This will enable the City to take advantage of changing interest rate environments.

Because of the current low rates, the City is anticipating the use of interest bearing or money market accounts or a daily sweep into a AAA-rated SEC registered money market fund which strives to maintain a \$1 NAV. A complete account analysis will be required monthly regardless of the payment basis.

All item and account charges will remain at the proposal price quoted on **Attachment A** for the duration of the contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFP, those services will be provided at fees not more than the bank's then-current published rate and approved by an authorized City Representative.

3.3 Background

The City's Finance Department handles all banking, treasury, and investment activities as well as accounts payable, receivables, payroll, and financial reporting functions. The Director of Finance is responsible for the oversight of daily financial activities. The City has multiple locations in which funds are received and from which funds may be deposited. Some departments function separately daily for deposits and banking activity, but all are under the direction of the Finance Director. The Finance Department handles all reconciliation.

The City has 983 employees, and the payroll is paid the 15th and last day of each month. One hundred percent (100%) of City employees are paid by direct deposit.

The City wants to automate banking services as much as possible for efficiency and cost effectiveness. This proposal should address automation of services where possible and cost effective.

The City currently maintains twelve bank accounts. The description and average balances on these accounts are outlined below based on historical rates:

Title	Average Month (Collected)	Description
Operating Account	\$10,000,000	Interest Bearing – Master Account
Payroll Account	\$250,000	Interest Bearing – Clearing Account
Employee Benefits	\$7,000	Interest Bearing – Clearing Use
ACH	\$6,200	Interest Bearing – Clearing Use
Billing & Receipts Account	\$250,000	Interest Bearing – Deposits Only
Ambulance Account	\$500,000	Interest Bearing – Deposits Only
Ambulance Lockbox	\$10,000	Interest Bearing – Deposits Only
Money Market Special	\$60,000,000	Interest Bearing
Money Market	\$50,000,000	Interest Bearing



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SA Development Corporation	\$20,000	Interest Bearing
SA Development Ballot	\$5,000	Interest Bearing
SA Development Money Market	\$10,000,000	Interest Bearing

If a sweep is implemented the Operating account would be the master account and the current money market accounts would be established as subsidiary ZBA accounts.

Regardless of overall structure, most bank activity will occur in the Operating and Payroll Accounts. All accounts may receive some limited deposits but not daily. Wires and securities transactions occur in the Operating and Payroll Accounts. The ACH and benefits accounts are funded by transfer from the Operating Account. Positive pay or payee match will be required in all disbursement accounts. Currently no reconciliation services are used.

- Approximately \$8 million is processed in payables monthly with a weekly cycle.
- Approximately \$8 million is processed in total payroll twice a month (15th and last day of the month).

Deposits are prepared by City Departments and couriered to the bank by City Marshals for an average of four large separate deposits per day. The Finance Department handles all reconciliation on the accounts and only one set of statements will be required.

The City currently does not sweep balances. Under the anticipated contract the City anticipates that it will maintain the current number of accounts but switch to an automated sweep at some point in time dependent on rate decisions. The City may continue to utilize money market accounts dependent upon interest rate opportunities and will decide on the use of the account as interest rates and conditions vary. All balance decisions will be made by the City.

Any or all City funds may be maintained and invested by the City outside this contract. The City will be under no obligation to maintain funds in the bank except under a compensating balance situation. The City will not use the depository institution as a brokerage alternative to assure complete separation on delivery versus payment delivery requirements.

Primary responsibility for administration of the banking services agreement resides with the Finance Director who will monitor the bank's performance against provisions of the agreement, including the bank's proposal submitted in the response to this RFP. The Director will also be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, ACH transactions, maintenance of account balances, daily reporting, etc. A list of City personnel authorized to deal directly with the bank will be provided following award of contract. The bank shall provide the City with a similar list of authorized personnel. The bank will also immediately notify the City in writing of any changes in the list of authorized personnel.



4. SCOPE OF SERVICES REQUESTED

FINANCIAL INSTITUTION QUALIFICATIONS

To be qualified, the Respondent must be a Federally or State of Texas Chartered Depository Institution. Qualified Respondents must be headquartered (or have branch facilities physically located) in the City of San Angelo, Texas. The Respondent must also qualify as a designated Texas Depository under Chapter 404 of the Texas Government Code.

4.1 Creditworthiness

To fulfill the City's fiduciary responsibility to protect public funds, each bank submitting proposals shall provide the following in response to this question.

- A. Provide a link to an audited annual financial statement for the most recent published fiscal period. The bank will be required to submit an annual audited statement to the City each year of the contract period as soon as it is available. *Confirm agreement to this requirement.*
- B. Provide the latest certification of the bank's Community Reinvestment Act (CRA) rating by its rating agency. The bank will be required to notify the City of any change in this rating during the contract period as soon as it is publicly available. *Confirm agreement to this requirement.*
- C. Provide the bank's current senior and subordinate credit ratings from two independent rating agencies. If not so rated submit the latest bank rating from a recognized rating agency. The bank will be contractually liable for notifying the City within thirty (30) days of any change in any of these ratings during the contract period. *Confirm agreement to this requirement.*
- D. Does the Respondent qualify as a designated Texas Depository under Chapter 404 of the Texas Government Code?

4.2 Customer Service

Service will be a primary focus of the evaluation. Describe the bank's philosophy and approach to satisfying this need through the following responses.

- A. How will the bank satisfy the City's customer service needs?
- B. How will the bank provide the City with relationship support for its services?
- C. Is there a formal process for escalation of problems/issues that are unresolved? How will local service and overall contract performance be monitored at the holding company level?
- D. How does the bank intend to support the new and ongoing automation needs of the City? How will this impact the City now and throughout the contract period, if at all?
- E. Are there any new services planned which may impact the City? When are these planned to be available?
- F. Is the bank offering any transition or retention incentives? *Describe fully and quantify completely.*
- G. How is the bank prepared for disaster situations affecting service delivery? What support will the bank be able to offer the City in a disaster situation to maintain stable banking functions? Will the bank have resources available to print checks on the City's behalf in case of emergency?



- H. The City requires the right to use a third-party auditor to review the City's accounts, collateral, transactions, and bank records at any reasonable time. *Confirm agreement with this condition.*
- I. The Depository will be required to review the City's Investment Policy and certify to that review. *Confirm agreement with this requirement.*

4.3 References

Using the **References** form provided in the **Required Submission Forms**, respondents shall list references from at least three current comparable Texas governmental clients. For each reference, include the Government Name, Location, Contact Person (and Title), Telephone Number, Scope of Work, and Contract Period.

4.4 Master Depository Agreement and Service Agreements

The City is providing a *draft* Master Depository Agreement as the primary policy for the relationship between the City and the Provider. The Request for Proposals, Provider's response to the Request for Proposals, and all service agreements will be made a part of (and shall be subsidiary to) the Master Depository Agreement. The Provider must review the Master Depository Agreement and request any exceptions in writing as a redline to the *draft* Agreement.

Providers must provide a copy of all service agreements which will be required to be executed under the contract for services rendered, subject to the final approval of the City. Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the City.

- A. Provider should state any exceptions or changes to the *draft* Master Depository Agreement shown in **Attachment C**.

4.5 Implementation Timeline

The contract period will commence on **October 1, 2025**. The City recognizes that not all services and funds will be transferred by this date but expects that all services should be available by that date and that all services should be available by that date. In accordance with State Depository law, collateral should be in place two days before any funds are transferred.

- A. Provide a proposed, detailed timeline for implementation of the contract. Include each activity required defined by its responsible party and assigned responsibilities. Denote any limitations or potential delay points.
- B. Provide a separate timeline for implementation of merchant services. The timeline must reflect the time and responsibility assigned for services to be in place or the end date of when such services will be in place and available to the City.

Default in the promised delivery of services, without acceptable reasons, or failure to meet the terms or conditions of the depository contract without remedy, shall result in the City having the right to terminate the contract. The exercise of such right to terminate the contract does not limit any other remedies the City may have for damages or other relief under law.



REQUIRED BANKING SERVICES

The required services describe minimum requirements. Any respondent refusing (or failing) to provide such minimal services will not be considered for selection. Additional available services should be detailed in the appropriate general service sections.

4.6 Consolidated Account Structure with Sweep Mechanism

The City does not currently utilize sweeps. A listing of the current accounts and services in use is found in the **General Notes** section. Under this contract, the City will require the option to pay for services on a fee or compensating balance basis dependent upon the rate environment. The City wants all its bank funds to be continuously earning at the best, then-current interest rates.

An automated, daily sweep to a money market mutual fund (or bank alternative, if applicable and competitive) should be proposed to reach full investment goals and to minimize collateral requirements and balance-based fees. The City recognizes that money market funds are not currently an option with the low market rates but wants that option should rates rise during the contract period. As a sweep vehicle, a AAA-rated, SEC registered money market fund striving for the \$1 NAV must be used. Neither a repurchase agreement nor an offshore account of any type is acceptable as a sweep investment vehicle. Other alternatives available, especially during this low interest period, should be discussed.

- A. Fully describe the bank's proposed account structure
- B. Describe the bank's ability to provide a ZBA-Master structure. If the bank is proposing an alternative to a sweep, please fully detail and describe.
- C. Describe how sweep activity will be reported on a monthly report or daily.
- D. If an SEC registered money market fund is to be utilized for the sweep proposal, provide the full name and identifying CUSIP of the fund along with a copy of the prospectus.
- E. Does the bank intend to charge a balance-based fee? If so, at what level?
- F. Do interest bearing accounts earn at a bank managed rate or is the rate indexed? Provide the proposed computation basis for interest bearing and money market accounts if rates are directly set on an index.
- G. Is the sweep processed end of day? If not, describe the omnibus account or collateral provisions for funds held overnight in the bank.
- H. The City may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount. Confirm agreement to this condition.
- I. Indicate in the following table the bank's rate average for the past 12 months and currently.

Type Account	12 Mo. Average	Current Rate
ECR	%	%
Interest bearing accounts	%	%
Money market accounts	%	%
Sweep	%	%



4.7 Automated Cash Management Information Access

The City requires a single portal, web-based, automated cash management services with current and prior day reporting for balance and transactions. The City expects a high degree of automation within all service areas. Imaging of all checks deposit slips and deposit items is required. Statements and account analyses must be available in electronic form.

The City requires timely access to downloadable information for download to the City's accounting software for reconciliation of all accounts.

- A. Fully describe the bank's on-line service capabilities and systems, with examples. List the system's online functions/capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.).
- B. Provide a link to the system and any necessary passwords for review by the City.
- C. Describe search capabilities on historical transactions and reports as well as the ability to retrieve and download historical images.
- D. Does the bank support mobile banking? Describe the functions available as well as the security provided on transactions.
- E. State the access and update times for previous day and intra-day balance information.
- F. Which entity controls the security and access functions for the online services?
- G. Are all items imaged? Define types and note the online retention periods for each.
- H. Are event messages or alerts available? How are alerts sent? Are alerts emailed or must the individual be online to receive notification?
- I. What events automatically generate an alert?
- J. Are all reports and statements downloadable? In what format?
- K. Detail the availability of reports and transactions on prior day and current day detail and summary reporting. When is prior day information available? Is intra-day information real-time or delayed?
- L. Define all history retention features available.
- M. What are the hours of available technical support? Where is the technical support located? How is support provided?

4.8 Standard Collection and Deposit Services

Twenty-four-hour deposit capability is required to accommodate City department activities. Several geographically separate City departments are responsible for their own deposits and these are made daily. Deposits include checks, coin, and currency. (Credit card documents are not included in the deposits.) The City acts as its own lockbox for utility payments utilizing imaging technology (See the **Optional Services** Section).

Currently checks are processed at a branch and coin/currency is delivered to the vault for processing. All check deposits are batched with tapes attached. Coin/currency is not rolled/strapped. The City does not encode checks. The City currently uses credit cards for utility payments, and for payments across most City departments (permits, hotel taxes, recreation events, Coliseum events, Civic events, etc.)



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All deposits received by the bank's established deadline must be processed for same collected or ledger credit as applicable. Immediate verification is not required except OTC. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and securities maturities and coupons. All other checks clearing will be based on the bank's published availability schedule or remote processing schedule. Failure to timely credit the account will require payment reimbursement to the City at the then-current Fed Funds rate.

The City does not now utilize representment of checks through ACH (RCK) but may consider its use during the contract period. Checks are currently automatically represented one time.

- A. What is the bank's daily cut-off time to assure same day ledger and, pending availability, collected credit at (a) banking center, (b) branch, and (c) vault?
- B. If vault deposits are required over certain stated amounts where is that vault located? What is the deadline for vault deposits?
- C. Does the bank provide for deposit location tracking? Describe the format used.
- D. Does the bank image all check, deposit slips, and deposit items? When and how are these images made available? How long are they available online?
- E. Is deposit reconciliation available? Describe the process and options.
- F. Does the bank require or prefer strapping and rolling? What are the cost options/benefits/requirements for separating cash and checks? Coin and check?
- G. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?
- H. When and how are credit/debit advices sent to the City? Are images provided with each advice?
- I. Does the bank have any program to actively assist the City is collection through ACH for vendors or ongoing repetitive citizen payments?
- J. Does the bank provide any online portal services for payment of City bills which could be added to the City website to facilitate credit card payments for various activities? (See also merchant services below.)
- K. How does the bank handle discrepancies in deposit amounts?
- L. How and when does notification of return items take place? List the elements reported.
- M. What type deposit bags are used or required? Are these available from the bank?
- N. If provisional credit is given on deposit before verification, when does verification occur?
- O. How much advance notice is required on coin and currency orders at the bank, or at the vault? Are orders placed online? What is the turn-around time on orders?
- P. Include a list of all the bank's deposit locations within the City's limits.
- Q. Describe the bank's e-receivables programs, if available?



4.9 Remote Deposit

The City currently uses remote deposit at the City Hall Annex for processing Utility Customer payments utilizing digital imaging equipment provided by the bank. The City also utilizes remote deposit for Ambulance and Miscellaneous Receivable Billing Payments.

- A. What are the bank's current capabilities for remote capture? What scanner equipment is required? Is scanner equipment available through the bank? Describe.
- B. What is the final cut-off time on remote deposit?
- C. Provide a copy of the onsite report generated.
- D. How is the activity reported on the bank's reports and online?

4.10 NSF Checks Received

Currently, NSF checks paid to the City are automatically re-deposited twice for collection. Complete information must be provided on all NSF returned items including name and reason for return.

The City wants the option of the second presentment to be made by ACH to targeted dates for maximum collection potential.

- A. Describe the bank's current NSF process. Are checks automatically re-deposited? How many times?
- B. How and when is the City to be notified of return items?
- C. Is the bank capable of processing the second presentment as an ACH with a targeted presentment date (i.e. RCK)? Describe in full.
- D. Under RCK or standard processing, how can the NSF and settlement later matched/reconciled most easily? Does the bank system cross reference the two transactions in any way?
- E. Is the NSF information or image available on-line? When and how? How long is it available online?

4.11 Disbursing Services

Standard disbursing capability for all accounts is required to include payment of all City non-account holder employee checks without charge upon presentation is required. The City requires positive pay services and prefers payee match.

The City has a mandatory direct deposit policy; periodically, employees are issued a "Pay Card" until they are able to open a bank account and set up direct deposit. Currently, 100% of the average 983 employees use direct deposit. Manual payroll checks are also written.

- A. Are all checks imaged and available online? When and how long?
- B. The City requires that the bank shall cash free of charge all City checks for non-account holder City employees. *Confirm agreement with this condition.*
- C. Describe any payment consolidation or e-payables services available.



4.12 Positive Pay and Reconciliation Services

Positive pay is required on all check writing accounts with payee match preferable. Currently positive pay with payee match is used on one (1) account. The City requires complete indemnification for fraudulent checks. The proposal must provide a fully automated and web compatible transmission process. Transmissions will be made as part of each check run and manual check information must be able to be input online.

- A. Can the bank provide positive pay on all disbursement accounts? Provide payee match?
- B. Is check input for positive pay available on-line? Describe the online input process and requirements for individual, manually written checks.
- C. Describe the data transmission/transfer requirements.
- D. How is the City notified of positive pay exceptions?
- E. At what specific time is positive pay exception information reported to the City?
- F. At what specific time is the response required for City exception elections?
- G. Does the bank review exceptions such as encoding errors for possible repair before creating a City exception item?
- H. Are all checks, including those received over the counter by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what is the liability protocol on OTC transactions?
- I. Describe your partial and full reconciliation processes and reporting.
- J. How much flexibility is there for the bank's systems to interface with the City's in-house system? Does the bank have other public entities using this system?

4.13 Funds Transfer and Wires Services

The City currently uses wires and has approximately sixty-five (65) outgoing wires each month. Most outgoing wires are repetitive and are inputted online.

Incoming wire transfers must receive same day credit. Wire initiation and release should be available online. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- A. Is wire initiation and monitoring available on-line?
- B. Can repetitive templates be created and stored? Is there a fee for wire and transfer template storage?
- C. How and when is the bank notified of incoming wires?
- D. Describe security provisions for wire initiation. What security levels are available on initiation and release. Is dual control required?
- E. Is future dating of wires and transfers available? How far in advance?
- F. Are inter-account transfers completed online? Is there a fee for inter-account transfers?
- G. State the wire cut-off time.



- H. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.

4.14 ACH Services

ACH service is currently used for payroll direct deposit and some vendor payments. The City uses ACH for pool and paying agent transactions currently. The City also uses a direct debit for approximately 2,300 utility payments per month. The water utility bills on a weekly cycle. ACH is not heavily used for vendor payments but the City plans to expand this use.

The City requires pre-notification and filters/blocks on all accounts.

- A. Describe the batch transmission requirements for ACH transactions. Is online ACH service available for individual transactions?
- B. Can individual ACH transactions be input online? Describe.
- C. Are same day, one-day, and two-day transactions available?
- D. Is ACH positive pay available?
- E. What is the policy and process for handling of ACH returned items?
- F. What specific filters and blocks are available on the accounts?
- G. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements?
- H. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?
- I. Is the City debited when a file is transmitted or when credits are settled?

4.15 Collateral Requirements

The City requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the City falls under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive City requirements. If funds are, for any reason, not swept all un-invested time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the City. Authorized collateral will include only:

- Obligations of the U.S. Treasury, its agencies and instrumentalities including MBS and CMO which pass the *bank test*. *General debt obligations of any US State or its subdivisions*.
- *FHLB Letters of Credit*

Preference will be given to pledged securities. All securities pledged to the City will be held by a City approved independent third-party institution outside the bank's holding company. The bank will be responsible for the pricing of securities and continuous monitoring and maintenance of margin levels. Preferably the custodian would provide market values on the securities. The custodian should be the party providing a monthly report directly to the City on the collateral pledged.

The collateral agreement (or depository agreement detailing collateral requirements) shall be executed under the terms of FIRREA and approved by resolution of the Bank's Board or Bank Loan Committee. If the Federal Reserve is used as custodian, the Circular 7 Pledge Agreement will be executed.

The following conditions must be met:

- Collateral must be held in an independent third-party bank approved by the City outside the bank's holding company.
- Initial collateral will be provided for the City two days prior to deposit of funds in accordance with State law.



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- All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times.
 - The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
 - Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian and the City will receive a report of collateral pledged including description, par, market value, and Committee on Uniform Securities Identification Procedures (CUSIP) information monthly directly from the custodian.
 - Substitution rights will be granted if the bank/custodian obtains the City's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
 - Collateral value will be maintained during substitution at 102% or above.
 - The bank shall execute a tri-party safekeeping agreement with the City and the custodian for custody of pledged securities in full compliance with FIRREA. Approval of the agreement will be made by resolution of the bank's Board or Bank Loan Committee.
- A. State the bank's acceptance of the collateral conditions above. Note any exceptions or changes desired.
- B. Does the bank propose any collateral charges, if so under what conditions are they charged and how is the charge applied?
- C. What institution will serve as the custodian for pledged collateral?
- D. Does the custodian provide online inquiry for the City?
- E. Does the custodian provide daily mark-to-market pricing? How often does the bank monitor collateral levels?
- F. What entity will provide the monthly collateral report?

4.16 Safekeeping Services

The bank will be required to provide book-entry safekeeping services for securities owned by the City. All City investments will be made by the City, or its investment adviser, and instructions for clearing and safekeeping will be transmitted on a trade ticket to the bank in writing.

Custody must be in the bank and not a brokerage subsidiary of the bank. All securities must be cleared on a **delivery versus payment** (DVP) basis and ownership documented by original clearing confirmations and safe-keeping receipts provided within one business day of the transaction. Funds for investments will be drawn from a designated DDA account. All coupon payments and maturities must receive automated same day collected credit on the designated account.

If the bank is not a member of the Federal Reserve and utilizes a correspondent bank for safekeeping of City securities, the transactions will be handled through the depository bank's systems and shall not require additional interaction by the City with the correspondent bank. No delay in transactions, wires, or flow of funds will be acceptable under a correspondent relationship.

The City anticipates an average of 40 securities in FRB and/or DTC safekeeping at any one time all from third party transactions.

All fees for clearing and safekeeping must be stipulated on **Attachment A**.

- A. Is the bank offering safekeeping services?
- B. Is trade input required or able to be input online? Describe fully. Is it required?



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- C. Is the bank a member of the Federal Reserve and DTC? If not, name the correspondent bank to be used for clearing and safekeeping.
- D. Describe any safekeeping arrangement proposed with a correspondent bank including processing requirements by the City. No delays or additional transactions are acceptable.
- E. What is the deadline for settlement instructions? Is there any charge incurred for late instructions?
- F. Will safekeeping fees be charged on the analysis or hard charged?

The City may choose to purchase time deposits from the bank, but all-time deposits will be competitively bid at the time of purchase.

4.17 Account Analysis

A monthly account analysis report shall be provided for each account and on a consolidated account basis.

- A. Provide a sample account analysis.
- B. State when the analysis will be available each month online.
- C. How long is the analysis maintained on-line?

4.18 Monthly Statements

The bank will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle using the calendar month as cut-off. Timeliness of reporting is critical.

- A. Provide a sample statement.
- B. When and how are statements made available? Are statements able to be downloaded? What formats are the statements available to be downloaded in (Excel, PDF, etc.)?
- C. How long is the statement available online?

4.19 Account Executive

To ensure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the City account to coordinate services and expedite the solution of any problem. The account executive should meet with City staff quarterly on banking matters at a minimum.

- A. Provide the name and title of the two primary proposed account executives. Note – Provider shall notify the City in writing immediately upon a change in the name or title of the City Account Executive or their backup. *Confirm agreement with this condition.*

4.20 Overdrafts

Every effort will be made by the City to eliminate net aggregate daylight and overnight overdraft situations.

- A. Are overdrafts calculated on a stand-alone account basis or an aggregate of all accounts?
- B. The City prefers that no fees or penalties be assessed in the event of a net aggregate daylight or overnight overdraft. *Confirm agreement with this condition.*



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4.21 Stop Payments

The City currently averages a nominal number of stop pays and renewals a month, and requires a minimum of six (6) months for the stop pay period. Currently the City has automatic renewals in place for all stop pays. An automated input process is required.

- A. How are stop pays initiated? How are they renewed?
- B. How long do standard stop pays and renewals remain in effect? What time options are available?
- C. How is a stop pay void or cancellation accomplished?
- D. What is the deadline for same day action?
- E. Is information on current, pending and expiring stop pays available online?
- F. Will the on-line system verify if the check was cleared before accepting the stop pay? How far back does it verify? Are OTC transactions verified against the file?

4.22 Alternative Services Offered

If the bank has any other alternative or supplemental services which may offer enhanced value or be of interest to the City, they should be described in this section. The costs of such services should also be identified.



OPTIONAL SERVICES

The Proposal must include a response to each item in this section and all fees associated with the services must be identified on Attachment "A". If the service is not available, please respond with "Not Available."

The City continually investigates new services for use and possible inclusion under its banking services contract. The following services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use under the contract.

The City will make its determination during the contract period as to whether an optional service will be used. If the service is initiated later in the contract period, the services and charges stipulated in this proposal will be applied. If the bank currently does not offer the service but is planning to offer the service during the projected contract period, it should so stipulate along with the anticipated date of activation.

4.23 Image Lockbox

The City utilizes digital imaging technology provided by the bank to remote deposit ambulance service payments, including providing copies of checks to the third-party ambulance billing provider. The ambulance account currently processes 350 physical check payments mailed monthly with a 30-day billing cycle.

- A. Describe the lockbox service to be provided. Describe the workflow and processing of payments at your facilities.
- B. When and how is information available daily?
- C. Describe the potential implementation timeline.
- D. What level of technical assistance would be given to the City to implement the lockbox and design or redesign the remittance document?
- E. Where is the lockbox facility located? What address (city, not street or specific location) would be used for remittance on each?
- F. When is mail collected and delivered to the facility? How many times daily? How many hours of operation each day?
- G. Can the lockbox handle remittances be paid by credit card?
- H. Describe the major components of your quality control checkpoints.
- I. Is image processing currently in place?
- J. Describe the fee structure.
- K. How are returned checks handled and what information does the City receive on that account information for posting to the City systems?
- L. Is there a formal procedure for responding to and correcting errors and problems? If yes, please describe including average response time.
- M. Provide the names, contact names, and telephone numbers of at least three comparable public lockbox clients.



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- N. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?
- O. Describe the data transmission process and provide all sample reports to be received. What transmission protocol is used? What options are available? Is there full MICR capture?
- P. What is the earliest transmission time that information is available online on the daily deposit(s)? Intra-day?
- Q. Who is responsible for handling adjustments and error resolution? How?

4.24 Check Printing

Please indicate your ability to provide Check Printing services. Please clearly describe your service offerings and include all applicable fee schedules. We currently contract with a vendor for check printing services.



5. RFP SUBMISSION FORMAT

Qualifications shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**.

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

To aid in the evaluation, all responses shall follow the same general format.

5.1 Cover Page

Show the subject, the name of your firm, address, telephone number(s), name of contact person, and date. Clearly indicate "RFP: FIN-01-25 Banking Depository Services" on this page.

5.2 Table of Contents

Include a clear identification of services by section and by page number.

5.3 Scope Section

Clearly describe the scope of the required services to be provided. Please provide responses to all items in the **Scope of Services Requested** section of this Request for Proposals.

5.4 Staff Qualifications and Experience

Please identify the key personnel that will be working on this project. This section should include resumes and/or information to expound on the proposed staff experience and qualifications.

5.5 Responses to Services Required

Based on the general requirements listed in this RFP document, please describe your overall approach and methodology for completing the services as requested.

5.6 Firm Experience and References

Please provide information in this section to demonstrate experience, responsiveness, a high level of customer service, and documented results, to include at a minimum:

- Using the References form provided in the **Required Submission Forms**, respondents shall list references from at least three comparable Texas governmental clients. For each reference, include the Government or Company Name, Location, Contact Person (and Title), Telephone Number, Scope of Work, and Contract Period.

5.7 Fee schedule

- Provide all proposed fees on Attachment A. Express your proposed fee(s) as percentage based or itemized, not-to-exceed amounts. Separate travel and related expenses (if applicable).
- Firm shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.
- The actual contract amount will be negotiated after the Provider has been selected and the scope of work finalized.

5.8 Additional Data

- Provide any additional information considered essential to this proposal and all other required forms.

5.9 Required Forms (Please submit all required forms.)

Complete all required forms specified in the **Required Submission Forms** section.



6. ATTACHMENTS

- A. Proposed Bank Fees- Attachment A
- B. City of San Angelo, Texas – Investment Policy
- C. COSADC– Investment Policy
- D. Lake Nasworthy– Investment Policy



7. SELECTION PROCESS

A selection committee will evaluate and rank the proposals in relation to the published selection criteria within 60 days after the opening.

The City's process is as follows:

1. The City will evaluate and rank the proposals in relation to the published selection criteria within sixty (60) days after the opening.
2. The City reserves the right to revise the proposal and then request "Best and Final Offers" from the top candidates following the initial evaluation.
3. The City will then select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
4. Following the selection process, the contract negotiation process begins, and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required. If modifications are discussed but not mutually agreed upon, a final contract may still be negotiated and mutually agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the City will notify that respondent in writing that formal negotiations are ended.
5. The City may then negotiate with the next ranked respondent. This process continues in the order of the selection ranking until a final contract is reached or all proposals are rejected.
6. The City reserves the right to reject all proposals and procure goods/services through alternative means.

The proposals will be evaluated based on the criteria and weighting detailed below:

Item	Criteria	Points
1	Completeness and conformity of the reply to the RFP	20
2	Service capabilities	35
3	Staff Qualifications and Organization Experience	10
4	References	10
5	Fee Schedule	25
Total		100

AUTHORIZED AGENT • PLEASE PRINT

COMPANY	
NAME	TITLE
SIGNATURE	DATE



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8. REQUIRED SUBMISSION FORMS

Submit:

Failure to submit required forms may result in the rejection of your submission.

Please submit all forms in the following order:

- ☐ Response to RFP: FIN-01-25 BANKING DEPOSITORY SERVICES
- ☐ Contact Information Form
 - ☐ Attach a Current Copy of IRS Form W-9
- ☐ Addenda Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application & Economic Impact Details
- ☐ Vendor Compliance with Reciprocity on Non-Resident Vendors
- ☐ List of References
- ☐ Special Insurance Rider
 - ☐ Certificate of Insurance (ACORD 25 FORM)
- ☐ Verification Relating to Prohibited Contracts

1295 Form Requirement

At Council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at <https://www.ethics.state.tx.us/filinginfo/1295/> will be required within thirty (30) days following the date of Council action. Failure to submit the Form 1295 to Purchasing within the prescribed time limit may result in loss of contract(s).

Anti-Lobbying Agreement

In submitting its proposal, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.



**FIRST
FINANCIAL
BANK**
MEMBER FDIC

**City of San Angelo – RFP FIN-01-25
Banking Depository Services**

We would love to put you first! Let us show you how.

June 3, 2025

Tab 1

First Financial Bank Cover Letter
City of San Angelo RFP FIN-01-25

Tab 2

City of San Angelo FIN-01-25
First Financial Bank Responses

Tab 3

Sample Monthly Statement | Sample Account
Analysis Statement

Tab 4

First Financial Bank - Bank Depository
Agreement | Collateral Security Agreement

Tab 5

Treasury Management Service Agreement |
Payroll Card Application – Fee Schedule –
Employee Agreement | Night Depository
Agreement

Tab 1

**First Financial Bank Cover Letter
City of San Angelo RFP FIN-01-25**

FIRST FINANCIAL BANK

June 3, 2025

City of San Angelo
Attn: Jeffery Tomlinson, Manager
Purchasing Division
72 W College Ave
San Angelo, Texas 76903

RE: RFP FIN-01-25 – Banking Depository Services

Dear Mr. Tomlinson:

First Financial Bank respectfully submits the enclosed proposal to provide the City of San Angelo with Depository Services. At First Financial Bank we strive to build loyal life-long relationships by providing first class service with personal attention. We look forward to continuing to provide the City of San Angelo with Banking Depository Services.

First Financial Bank is a Texas State bank with a rich history of providing financial services to businesses and public entities of all sizes. We reach multiple regions throughout Texas from Orange in the southeast to Hereford in the panhandle. We are recognized as one of the nation's most financially secure banking institutions, with assets of \$14 Billion. First Financial Bank has 79 locations in Texas divided into 8 regions. Each of our 8 regions has its own local board of directors making decisions with their communities in mind. This is what gives First Financial our "One Bank, Multiple Regions" concept that combines community bank culture with "Big Bank" security and benefits.

We are currently serving over 280 public entities with depository services. First Financial Bank's proposal will remain in effect for 180 days after submission. Upon award, the City agrees to commit to First Financial Bank's Collateral Security Agreement provided. Additional services may require additional agreements.

First Financial will prepare a monthly account analysis statement to document transaction volumes and bank services*.

First Financial offers the following incentives for the City:

- **Comprehensive Treasury Management Products**
- **Premium Earnings Credit Rate equal to 0.50% will be applied to City Balances on Account Analysis to offset fees, interest will be paid on the remaining balances. ***
- **Premium interest rate: 85% of the average 91 Day T-Bill from the previous month. That rate on May 1, 2025 was 3.6650%. Paid on all balances after fees are offset by the Earnings Credit Rate.**

As Chairman and CEO of the West Texas Region, I am authorized to commit First Financial Bank to provide the services stated in this proposal. If you need further information or clarification on any item, please feel free to call or send an email. My direct phone number is 325-659-6015 and my email address is cevatt@ffin.com.

Warmest Regards,



Chris Evatt
Chairman and CEO
First Financial Bank | West Texas Region

* Merchant Services and Lockbox Services are billed separately.

Tab 2

**City of San Angelo FIN-01-25
First Financial Bank Responses**



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1. SCOPE OF SERVICES REQUESTED

FINANCIAL INSTITUTION QUALIFICATIONS

To be qualified, the Respondent must be a Federally or State of Texas Chartered Depository Institution. Qualified Respondents must be headquartered (or have branch facilities physically located) in the City of San Angelo, Texas. The Respondent must also qualify as a designated Texas Depository under Chapter 404 of the Texas Government Code.

1.1 Creditworthiness

To fulfill the City's fiduciary responsibility to protect public funds, each bank submitting proposals shall provide the following in response to this question.

- A. Provide a link to an audited annual financial statement for the most recent published fiscal period. The bank will be required to submit an annual audited statement to the City each year of the contract period as soon as it is available. *Confirm agreement to this requirement.*

Agreed.

First Financial Bankshares, Inc. is recognized as one of the nation's most financially secure banking institutions, with assets of \$14 billion. The Company operates multiple regional banks with 79 convenient banking locations, plus a Trust Company with seven convenient locations, all to serve customers in Texas markets stretching from Hereford in the Panhandle to Conroe and Orange in southeast Texas. First Financial Bank is owned by First Financial Bankshares, a publicly traded company on the NASDAQ under the symbol FFIN.

First Financial Bank invites the City to navigate to the following URL to access all financial information including the annual audited financial statement of the Bank's parent company:

<https://investorrelations.ffin.com/documents-and-filings/annual-reports/default.aspx>

Call Reports through the quarters ending March 31, 2025 and the Uniform Bank Performance Report (UBPR) are provided by navigating to the website address below, selecting the report type desired, and entering the information provided in the screen shot below:

<https://cdr.ffiec.gov/Public/ManageFacsimiles.aspx>

Report *	Call	☐ 508-Compliant
Report Date *	Single Date	From 03/31/2020
☒ Institution Name	First Financial Bank	
☐ Unique Identifier	ID RSSD	
	Enter the unique identifier in the field below.	
City	Abilene	
State or Territory	TEXAS	

- B. Provide the latest certification of the bank's Community Reinvestment Act (CRA) rating by its rating agency. The bank will be required to notify the City of any change in this rating during the contract period as soon as it is publicly available. *Confirm agreement to this requirement.*

Agreed.



First Financial Bank has consistently held a satisfactory CRA Rating from the OCC. A search for the bank's CRA Performance Evaluations can be conducted on the OCC's website below and searching with Charter Number 4166.

<https://apps.occ.gov/crasearch/default.aspx>

In accordance with the Community Reinvestment Act (CRA), banks are required to maintain and, upon request, make available for public inspection the resources located in our CRA Public File found at the URL below.

<https://ffin.com/en-us/about/cra-public-file/>

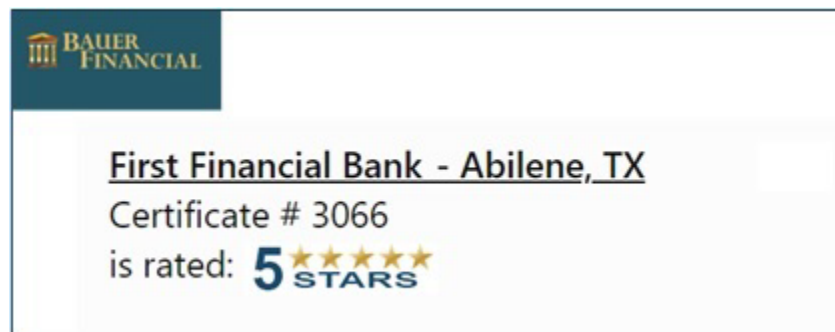
The following information was extracted from the OCC's website.

Charter/ Docket	Bank	City	State	Evaluation Date	Rating	Examination
4166	First Financial Bank, National Association	Abilene	TX	07/24/2017	Satisfactory	Large Bank

- C. Provide the bank's current senior and subordinate credit ratings from two independent rating agencies. If not so rated submit the latest bank rating from a recognized rating agency. The bank will be contractually liable for notifying the City within thirty (30) days of any change in any of these ratings during the contract period. *Confirm agreement to this requirement.*

First Financial Bank agrees to this requirement.

First Financial has received a 5-star rating from Bauer Financial.



First Financial Bank has been recognized as the number three bank in *Forbes' America's Best Banks 2025* listing. This accolade highlights the Bank's consistent financial performance which is driven by a commitment to exceptional customer service and delivering innovative banking solutions.

[First Financial Bank - FIRST FINANCIAL BANK NAMED NUMBER THREE BANK IN THE NATION BY FORBES](#)

- D. Does the Respondent qualify as a designated Texas Depository under Chapter 404 of the Texas Government Code?

Yes, First Financial Bank is listed as an approved depository by the Texas Comptroller of Public Accounts.



1.2 Customer Service

Service will be a primary focus of the evaluation. Describe the bank's philosophy and approach to satisfying this need through the following responses.

A. How will the bank satisfy the City's customer service needs?

At First Financial Bank, we understand the importance of excellent customer service. First Financial Bank undertook an initiative we call Customer Service First. Our perspective is to view our services and solutions "from the lens of the customer." Providing prompt and courteous service as well as assessing new technologies to broaden and enhance our offerings is part of the Customer Service First philosophy. In addition, we developed and implemented the following:

- Developed the following Motto: We build loyal, life-long relationship by providing first class service with personal attention.
- Along with this motto, we developed four Service Standards that guide every interaction we have with our customers:
 - Accuracy – We do our best to do the job right.
 - Availability – We are accessible to our customers and always ensure that their experience with us is efficient and timely.
 - Relationship – We care about the long-term success of each of our customers and strive to build trust-based relationships.
 - Advice – Our customers trust us and learn from us and we are better because of the relationship.
- Required training for all employees to ensure consistent execution of these standards.
- Routinely invite authors and speakers to remind us of the importance of our initiative and to continue sharpening our skills.

We will support your ongoing operational and technical needs with a four-tiered approach.

- Full-service locations with drive up and night depository capability.
- Contact information for local representatives.
- Our Treasury Management Services operations team is prepared to respond to your needs.
- Our Customer Contact Center is open 6 days a week with extended hours.

Manned by a highly skilled team of professionals, our Customer Contact Center has extended hours to assist customers with questions regarding their account. The Customer Contact Center can be reached at 855-660-5862 Monday through Friday from 8:00 a.m. to 7:00 p.m. and on Saturday between the hours of 9:00 a.m. to 5:00 p.m. Assistance with our Treasury Management services is provided by our support team during normal business hours by calling toll free to 877-627-7201.

B. How will the bank provide the City with relationship support for its services?

Scott Creecy, Vice President, at our San Angelo Main location will continue serving the City with personalized service. Local staff will support and serve the city with everyday needs.

C. Is there a formal process for escalation of problems/issues that are unresolved? How will local service and overall contract performance be monitored at the holding company level?

Regardless of where back office services are performed, First Financial Bank has designated Scott Creecy to assist the City with local service and support. All employees of First Financial Bank, as part of the hiring process and routinely thereafter, undergo Excellence Wins customer service training. Every product and process is developed with the customers' perspective in mind.

D. How does the bank intend to support the new and ongoing automation needs of the City? How will this impact the City now and throughout the contract period, if at all?

First Financial Bank takes pride in staying abreast of trends in the financial services arena. The City has experienced an expansion of services since our relationship began in 1999. The introduction of Remote Deposit, Positive Pay, and Payroll Cards and the enhancement of those services are examples of introducing new



technology that brought efficiencies to City processes and added layers of protection to City funds.

We have always welcomed customer suggestions and view services and processes “through the lens of the customer.” As automation is introduced and opportunities are presented, it is our goal to continue to deliver new and improved solutions.

- E. Are there any new services planned which may impact the City? When are these planned to be available?

First Financial Bank will be implementing improved solutions for remote deposit soon. Our remote deposit system is called SmartPay Manager and is comprised of various products: Remote Deposit Complete (RDC), Mobile Remote Deposit Complete (mRDC), and Remote Deposit Now (RDN).

Remote Deposit Complete (RDC) is a one stop shop that removes the need for companies and public entities to balance their batches, input misread check amounts, or fix MICR line misreads. The City would be able to simply scan checks and provide a control total. On the back end, any items that are unable to be read by the system will be keyed and balanced against the control total. Mobile Remote Deposit Complete (mRDC) is a companion tool to RDC and will allow the City to make deposits via their mobile device. Items will still be balanced on the back end even when away from the remote deposit scanner and PC.

Remote Deposit Now (RDN) is more geared towards companies and public entities who need strict control over their items, have rigorous accounting requirements, or just prefer to balance their own items. The City of San Angelo may prefer this product if the City prefers more control over deposits. With RDN the City must be able to do their own balancing, MICR line adjustments, and item amount adjustments. Customers on RDN typically like the peace of mind that comes with delivering a balanced deposit that matches internal control totals.

- F. Is the bank offering any transition or retention incentives? *Describe fully and quantify completely.*

As the incumbent bank, the City will not experience an interruption of service or incur expenses often a consequence of changing banks; therefore, First Financial Bank is not offering a retention incentive.

- G. How is the bank prepared for disaster situations affecting service delivery? What support will the bank be able to offer the City in a disaster situation to maintain stable banking functions? Will the bank have resources available to print checks on the City's behalf in case of emergency?

First Financial Bank maintains Disaster Recovery and Business Continuity Plans. An offsite Disaster Recovery (DR) site is maintained and routinely tested with mirrored data for all critical systems. In the event of a disaster, all systems will be switched to the DR site. Data and applications are stored on a virtual server which allows for access from the DR site and for operations to continue.

In a disaster situation, the City will continue to have access to information through Business Online Banking and Mobile Banking as well as an Interactive Voice Response Unit (IVRU). In addition, we maintain a contact center with extended hours. City staff can also visit any of the two locations within San Angelo or any of the 78 locations within the State of Texas.

First Financial Bank does not offer check printing services, however, in a disaster situation, we will continue to offer ACH and Wire Transfer services for delivering payments.

- H. The City requires the right to use a third-party auditor to review the City's accounts, collateral, transactions, and bank records at any reasonable time. *Confirm agreement with this condition.*

First Financial Bank agrees to support the City by providing bank information to auditors upon proper authorization.

- I. The Depository will be required to review the City's Investment Policy and certify to that review. *Confirm agreement with this requirement.*



First Financial Bank will review the City's investment policy relating to collateralization of deposits. The bank will collateralize City funds in excess of FDIC insurance in accordance with the Texas Public Funds Collateral act. First Financial Bank does not provide investment management service or investment advice. Investment planning and financial management services are available through our affiliate, First Financial Trust & Asset Management Company, under a separate agreement.

1.3 References

Using the **References** form provided in the **Required Submission Forms**, respondents shall list references from at least three current comparable Texas governmental clients. For each reference, include the Government Name, Location, Contact Person (and Title), Telephone Number, Scope of Work, and Contract Period.

First Financial Bank has uploaded a list of Public Fund Customer References through the Bonfire Website as requested by the City. References are also listed below in section 4.2.

1.4 Master Depository Agreement and Service Agreements

The City is providing a *draft* Master Depository Agreement as the primary policy for the relationship between the City and the Provider. The Request for Proposals, Provider's response to the Request for Proposals, and all service agreements will be made a part of (and shall be subsidiary to) the Master Depository Agreement. The Provider must review the Master Depository Agreement and request any exceptions in writing as a redline to the *draft* Agreement.

Providers must provide a copy of all service agreements which will be required to be executed under the contract for services rendered, subject to the final approval of the City. Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the City.

- A. Provider should state any exceptions or changes to the *draft* Master Depository Agreement shown in **Attachment C**.

First Financial Bank prefers to negotiate only agreements prepared by the bank and its legal team. The bank's depository agreement and collateral security agreement are provided behind Tab 4.

1.5 Implementation Timeline

The contract period will commence on **October 1, 2025**. The City recognizes that not all services and funds will be transferred by this date but expects that all services should be available by that date and that all services should be available by that date. In accordance with State Depository law, collateral should be in place two days before any funds are transferred.

- A. Provide a proposed, detailed timeline for implementation of the contract. Include each activity required defined by its responsible party and assigned responsibilities. Denote any limitations or potential delay points.

First Financial Bank is currently serving as the City's depository. If First Financial Bank is awarded the depository contract, business will continue seamlessly for the new contract term.

- B. Provide a separate timeline for implementation of merchant services. The timeline must reflect the time and responsibility assigned for services to be in place or the end date of when such services will be in place and available to the City.

First Financial Bank will be happy to help the City of San Angelo find the merchant services solution that best fits the City's needs. First Financial Bank is partnered with Global Payments and First Data. All merchant card services and products are beyond the scope of the bank's depository agreement and treasury management services master agreement. In addition, the fees associated with merchant services are not included in bank service charges.

Default in the promised delivery of services, without acceptable reasons, or failure to meet the terms or conditions of the depository contract without remedy, shall result in the City having the right to terminate the contract. The exercise of such right to terminate the contract does not limit any other remedies the City may have for damages or other relief under law.

Understood.



2. Staff Qualifications and Experience

Scott Creecy is the Vice President and Treasury Management Sales Manager for the West Texas Region, which includes San Angelo. Scott grew up in San Angelo and has lived in the community for over 30 years. Scott has been a valued member of the First Financial family for more than 17 years.

Nancy Rivera is the Vice President and Retail Manager for our San Angelo Main location. With over 9 years of banking experience, and 15 years in management overall, Nancy is a dedicated, family-oriented professional who is passionate about serving her community.

We are proud to have the privilege of having Scott and Nancy represent the bank in our relationship with the City of San Angelo.

In addition to Scott and Nancy, all employees participate in regular customer service trainings. This lets us guarantee that the City will receive first-class personalized service regardless of which branch they visit or which client support representative they may speak with. At First Financial Bank every employee is empowered to provide a customer experience that is built upon accuracy, availability, relationship, and advice. We look forward to the opportunity to continue putting the City of San Angelo first.

Scott Creecy

Vice President Treasury Management

West Texas Region

325-659-5962

SCreecy@ffin.com

Nancy Rivera

Vice President Retail Manager

San Angelo Main

325-659-5902

NRivera@ffin.com

Call Center

855-660-5862

Monday – Friday: 8:00 a.m. – 7:00 p.m.

Saturday: 9:00 a.m. – 5:00 p.m.

Treasury Management Client Support

877-627-7201

Monday – Friday: 8:00 a.m. – 6:00 p.m.

TMClientSupport@ffin.com



3. Required Banking Services

REQUIRED BANKING SERVICES

The required services describe minimum requirements. Any respondent refusing (or failing) to provide such minimal services will not be considered for selection. Additional available services should be detailed in the appropriate general service sections.

3.1 Consolidated Account Structure with Sweep Mechanism

The City does not currently utilize sweeps. A listing of the current accounts and services in use is found in the **General Notes** section. Under this contract, the City will require the option to pay for services on a fee or compensating balance basis dependent upon the rate environment. The City wants all its bank funds to be continuously earning at the best, then-current interest rates.

An automated, daily sweep to a money market mutual fund (or bank alternative, if applicable and competitive) should be proposed to reach full investment goals and to minimize collateral requirements and balance-based fees. The City recognizes that money market funds are not currently an option with the low market rates but wants that option should rates rise during the contract period. As a sweep vehicle, a AAA-rated, SEC registered money market fund striving for the \$1 NAV must be used. Neither a repurchase agreement nor an offshore account of any type is acceptable as a sweep investment vehicle. Other alternatives available, especially during this low interest period, should be discussed.

A. Fully describe the bank's proposed account structure

First Financial Bank will continue to structure accounts as directed by the City of San Angelo. We are proposing a hybrid analysis pricing solution. This means the City will be able to offset fees with Earnings Credit and earn interest on excess funds. An Earnings Credit Rate (ECR) of 0.50% will be applied to City funds on Account Analysis to offset fees and interest will be paid on excess funds not used to offset fees. Excess funds will earn interest at a rate equal to 85% of the prior month's average 91-day T-Bill rate with no floor and no cap. Since the rates are indexed to the average 91 Day T-Bill rate, as rates rise so will the benefit to the City.

B. Describe the bank's ability to provide a ZBA-Master structure. If the bank is proposing an alternative to a sweep, please fully detail and describe.

First Financial offers ZBA sweeps and will structure accounts as directed by the City. However, the sweeps will occur between First Financial accounts as we do not offer an option to sweep to a SEC registered money market fund.

In lieu of sweep arrangements to SEC registered mutual funds, First Financial Bank offers interest bearing account for excess funds. This removes the need to transfer funds to earn interest. In addition, the bank will collateralize all deposits in excess of FDIC insurance coverage in accordance with the Texas Public Funds Collateral Act.

C. Describe how sweep activity will be reported on a monthly report or daily.

Inter-account sweep activity is recorded daily as the last transaction of the day.

D. If an SEC registered money market fund is to be utilized for the sweep proposal, provide the full name and identifying CUSIP of the fund along with a copy of the prospectus.

Not applicable, since First Financial Bank doesn't offer sweep arrangements to SEC investment vehicles.

E. Does the bank intend to charge a balance-based fee? If so, at what level?

A component to the bank service charges is a Regulatory Balance Fee, which is a line item on the account analysis statement and eligible for earnings credit. The rate is subject to change quarterly.



- F. Do interest bearing accounts earn at a bank managed rate or is the rate indexed? Provide the proposed computation basis for interest bearing and money market accounts if rates are directly set on an index.

We are proposing an interest rate indexed to the 91 Day T-Bill. Excess funds will earn interest at a rate equal to 85% of the prior month's average 91-day T-Bill rate with no floor and no cap.

- G. Is the sweep processed end of day? If not, describe the omnibus account or collateral provisions for funds held overnight in the bank.

Sweeps between accounts are processed as the last transaction of the day. First Financial Bank does not offer sweep arrangements to SEC investment vehicles.

First Financial Bank will continue to collateralize 102% of all City deposits in excess of FDIC insurance coverage in compliance with the Public Funds Collateral Act. The bank holds pledged securities with our third-party safekeeping institution: Frost Bank, member FDIC, San Antonio, Texas. Balances are monitored daily by our safekeeping staff. First Financial Bank will continue to collateralize all city deposits by using an FHLB Letter of Credit.

- H. The City may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount. Confirm agreement to this condition.

First Financial Bank agrees to open additional accounts or close/change accounts during the contract period. New accounts will be opened under the same terms within this proposal.

- I. Indicate in the following table the bank's rate average for the past 12 months and currently.

Type Account	12 Mo. Average	Proposed Current Rate
ECR Based on City of San Angelo	1.00%	0.5000%
Interest bearing accounts 85% of the average 91 Day T-Bill	4.0435%	3.6650%
Money market accounts	%	%
Sweep	%	%

3.2 Automated Cash Management Information Access

The City requires a single portal, web-based, automated cash management services with current and prior day reporting for balance and transactions. The City expects a high degree of automation within all service areas. Imaging of all checks deposit slips and deposit items is required. Statements and account analyses must be available in electronic form.

The City requires timely access to downloadable information for download to the City's accounting software for reconciliation of all accounts.

- A. Fully describe the bank's on-line service capabilities and systems, with examples. List the system's online functions/capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.).

First Financial Bank's comprehensive Business Online Banking provides balance reporting. Those authorized by the City of San Angelo can access account information 24/7 from any computer with internet access. User privileges are assigned by account and feature the ability to restrict access on a need to know basis. Our Treasury package includes expanded reporting capability, including an automated Prior Day balance and activity report.

Business Online Banking provides authorized users:

- 1 Ability to view account balances, history, and statements online
- 1 Review electronic activity as it happens – such as ACH activity



- 1 View check images front and back – even deliver image as attachment
- 1 Transfer funds between internal accounts and make loan payments
- 1 Apply Principal Only payments to loans
- 1 Schedule transfers to occur on a specific date – routinely or one time
- 1 Create Alert Messages for email or text notification when subscribed condition is met
- 1 Download transactions to CSV, Excel®, Quicken® or QuickBooks®
- 1 Initiate Domestic Wire Transfers until 4:30 PM (International – No cut-off) *
- 1 Originate ACH Payments and Collections
- 1 Remote Deposit Capture for efficient check depositing
- 1 Initiate Stop Payments
- 1 True online E-Statement including check images
- 1 Single Sign on to Payment Manager
- 1 Mobile deposit

The system accommodates dual control on transfer and stop payment functions. Our Mobile Banking App provides authorized users nearly full functionality using a tablet or smart phone with internet access. Business Online Banking is an excellent tool to monitor account balances, reporting, user management, and transfer funds quickly and easily.

- B. Provide a link to the system and any necessary passwords for review by the City.

Business Online Banking - <https://ffin.com> The City of San Angelo can log in with their current credentials.

Payment Manager – Positive Pay Demo: <https://ffinonline.com/DemoPositivePay01/Home/Menu#>

- C. Describe search capabilities on historical transactions and reports as well as the ability to retrieve and download historical images.

First Financial Bank's treasury package provides expanded reporting capabilities. Business Online Banking and Payment Manager both provide user friendly search capabilities and filtering options for transaction and image history. Business Online Banking provides an export function that allows the City of San Angelo to export various reports in several formats, such as a Microsoft® Excel® file, comma separated value (CSV), Quicken® or QuickBooks®. Reports in Business Online Banking can be customized by new or all transactions, time frame, accounts, subtotal, billers, and payment statuses (Canceled, Failed, Pending, In-Process, etc.). The City must have a computer with internet access to use Business Online Banking.

Our Payment Manager system provides the ability to export Positive Pay reports in Excel (xls) format or a BAI2 format which is a common format used by many accounting systems. Reports in Payment Manager can detail specified ACH transactions, checks (outstanding, paid, stale dated), stops and voids, exception items, corrections, check reconciliation, deposit reconciliation, and account reconciliation. Note that transaction history is retained within the Payment Manager system for 90 days after an item has paid.

First Financial Bank has recently implemented a new product called eStatement ISO. This is a digital ISO file that has replaced the monthly CD statements and is available for download through Business Online Banking. This offers the ability to download up to seven years of statement images as well as the front and back images of all paid items. Two authorized users can be set up to access eStatement ISO. Users can select one statement date or a range of dates. The file can be stored on the user's local PC or saved to a network location available to the user.

- D. Does the bank support mobile banking? Describe the functions available as well as the security provided on transactions.

First Financial Bank supports mobile banking. Our mobile banking app provides many of the same services that Business Online Banking provides such as wire transfer approval, bill payment, funds transfers, statements, mobile check deposit, access to account messages, and stop payments. Mobile banking transactions require



typical security measures such as the credentials required for account access. Smart phone users with wire transfer approval authority must have a software token registered by the bank.

E. State the access and update times for previous day and intra-day balance information.

By 8:00 a.m. each business day, Business Online Banking is updated with all overnight transfer activity and current day activity. Wire transfer activity memo posts upon arrival with immediate availability to funds. ACH activity is memo posted three times daily between 4:00 a.m. and 6:00 a.m., then by 3:00 p.m., and finally by 5:00 p.m. each business day with immediate availability. In-clearing items are memo posted by 3:00 p.m. daily providing the City the opportunity to review items prior to posting, and if necessary, make a deposit. at any First Financial Bank location or transfer funds using Business Online Banking from another account by 11:00 p.m. Intra-day activity is updated in near real-time.

F. Which entity controls the security and access functions for the online services?

First Financial Bank maintains the security module for online services. The City can set up multiple levels of access for multiple users. Each user will have a unique username and password. When a user is created by the City, their rights of access can be assigned immediately. All log ins require multi-factor authentication. Certain circumstances may require the City to fill out a Business Online Banking authorization form.

G. Are all items imaged? Define types and note the online retention periods for each.

All paid items, deposit slips, and adjustment entries are imaged. Designated City staff will be able to access 2 years of statement and transaction history.

H. Are event messages or alerts available? How are alerts sent? Are alerts emailed or must the individual be online to receive notification?

Yes, Business Online Banking users can create security alerts, transactions alerts, and calendar alerts. Alerts can be delivered by email, phone, or text. Phone and text alerts do not necessarily require internet access. Some security alerts are not delivered by email to protect information related to user access. Cell phone service providers may apply data and messaging fees.

I. What events automatically generate an alert?

The City can define which events automatically trigger alerts, and how alerts are delivered, as shown below.

Security Alerts

Description
Alert me when an address is changed
Alert me when an outgoing ACH transaction is created
Alert me when a recipient is added
Alert me when a wire transfer is created
Alert me when an international wire transfer is created
Alert me when an external transfer is authorized
Alert me when a computer/browser is successfully registered
Alert me when my challenge code is changed
Alert me when my password is changed
Alert me when secure access code contact information is changed

Delivery Preferences

1. Alert me when an outgoing ACH transaction is created

2. Alert me when an outgoing ACH transaction is created

3. SMS TEXT NUMBER

4. NOTE: SMS Text Message: 1 msg/transaction, 1 msg/transaction, 1 msg/transaction, 1 msg/transaction

J. Are all reports and statements downloadable? In what format?



First Financial Bank's treasury package provides expanded reporting capabilities including a prior day activity report. Business Online Banking and Payment Manager both provide user friendly search capabilities and filtering options for transaction and image history. Business Online Banking provides an export function that allows the City of San Angelo to export various reports in several formats, such as a Microsoft® Excel® file, comma separated value (CSV), Quicken® or QuickBooks®. Reports in Business Online Banking can be customized by new or all transactions, time frame, accounts, subtotal, billers, and payment statuses (Canceled, Failed, Pending, In-Process, etc.). The City must have a computer with internet access to use Business Online Banking.

Our Payment Manager system provides the ability to export Positive Pay reports in Excel (.xls) format or a BAI2 format which is a common format used by many accounting systems. Reports in Payment Manager can detail specified ACH transactions, checks (outstanding, paid, stale dated), stops and voids, exception items, corrections, check reconciliation, deposit reconciliation, and account reconciliation. Note that transaction history is retained within the Payment Manager system for 90 days after an item has paid.

- K. Detail the availability of reports and transactions on prior day and current day detail and summary reporting. When is prior day information available? Is intra-day information real-time or delayed?

Prior day information is available by 8 a.m. on any banking day and current day information is reported in near real time. Our Business Online Banking offers detail and summary reporting. Authorized users can view up to two years of history and export the information as described above. Our treasury package includes a predefined Prior Day Activity Report which may be very helpful and convenient. Authorized users will also be able to build user defined transaction reports.

- L. Define all history retention features available.

Transaction history, including images are available in Business Online Banking for up to 2 years. With eStatement ISO, statements and images are available for up to seven years.

- M. What are the hours of available technical support? Where is the technical support located? How is support provided?

Manned by a highly skilled team of professionals, our Call Center has extended hours to assist customers with most questions regarding their account. Call Center hours are Monday through Friday from 8:00 a.m. to 7:00 p.m. and on Saturday between the hours of 9:00 a.m. to 5:00 p.m. Assistance with our Treasury Management services is provided by our Treasury Management Client Support team during normal business hours by calling toll free to 877-627-7201.

3.3 Standard Collection and Deposit Services

Twenty-four-hour deposit capability is required to accommodate City department activities. Several geographically separate City departments are responsible for their own deposits and these are made daily. Deposits include checks, coin, and currency. (Credit card documents are not included in the deposits.) The City acts as its own lockbox for utility payments utilizing imaging technology (See the **Optional Services** Section).

Currently checks are processed at a branch and coin/currency is delivered to the vault for processing. All check deposits are batched with tapes attached. Coin/currency is not rolled/strapped. The City does not encode checks. The City currently uses credit cards for utility payments, Recreation events, Coliseum events, and Civic events.

The City of San Angelo has several options for delivering deposits. The City can make deposits at either bank location by coming to the lobby or drive through. In addition, the City may continue to take advantage of 24-hour availability to night drop deposit boxes. Participation in night deposit capabilities requires a separate Night Depository Agreement provided behind Tab 5.

We also offer Remote Deposit services for check deposits. First Financial Bank has recently expanded Remote Deposit services.



Our remote deposit system is called SmartPay Manager and is comprised of various products: Remote Deposit Complete (RDC), Mobile Remote Deposit Complete (mRDC), and Remote Deposit Now (RDN). We've included detail about these products in section 3.4 Remote Deposit.

An additional Remote Deposit product is called RemitPlus Express™. RemitPlus Express is a powerful in-house lockbox solution currently used by the City to deliver deposits for utility payments received by mail. The City make consider adding the RemitCentral functionality to RemitPlus Express. RemitCentral connects with leading bill pay service providers and provides payment detail electronically. Payment credits are received electronically and included in the accounts receivable file created by RemitPlus Express. RemitPlus Express is a web-hosted solution fully supported by the RemitPlus team.

First Financial Bank now offers 1stSafe in conjunction with Loomis Armored USA. 1stSafe smart safe technology provides same day credit for all cash deposited through the safe. Cash is safely stored until the scheduled pickup by Loomis' Armored Car service. As cash is fed into the safe, it is counted and at a scheduled time each day, the totals are uploaded to Loomis' secure internet site. The deposit activity is also transmitted to the Bank for credit to your account. On a scheduled basis, Loomis will pick-up cash stored in the safe. First Financial will coordinate implementation of a smart safe in one or more locations. The cost is based on several factors and will be negotiated through Loomis. The business is responsible for preparing the safe installation site.

All deposits received by the bank's established deadline must be processed for same collected or ledger credit as applicable. Immediate verification is not required except OTC. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and securities maturities and coupons. All other checks clearing will be based on the bank's published availability schedule or remote processing schedule. Failure to timely credit the account will require payment reimbursement to the City at the then-current Fed Funds rate.

The City does not now utilize representment of checks through ACH (RCK) but may consider its use during the contract period. Checks are currently automatically represented one time.

- A. What is the bank's daily cut-off time to assure same day ledger and, pending availability, collected credit at (a) banking center, (b) branch, and (c) vault?

First Financial Bank does not have an early cut-off time during the business day. First Financial Bank provides same day credit and next day availability on all deposits made during business hours at any location. Deposits made using Remote Deposit by 7:00 p.m. and deposits made through an ATM with deposit capability by 8:00 p.m. on any business day will be considered as that day's deposits with next day availability. Incoming funds from Wire Transfers, ACH, U.S. Treasury checks and cash are immediately available. In some unusual cases, we may delay your ability to withdraw funds beyond the next business day. Then, the funds will generally available according to the guidelines of Federal Regulation CC.

Account to account transfers through Business Online Banking submitted and approved by 11:00 p.m. on any banking day will be considered as that day's business. Deposits made to the Night Deposit drop box will be worked on the following business day. All First Financial Bank branch locations serve as commercial and retail deposit locations and have night-drop capability. Night deposit services will require a separate agreement which is provided behind Tab 5. San Angelo's vault teller is at the Knickerbocker location which is open from 9:00 a.m. until 3:00 p.m. each banking day. Immediate credit and availability is provided on all cash deposits.

First Financial Bank operates 78 locations throughout Texas. Hours of operations for our San Angelo locations are listed below.



San Angelo Main

222 S. Koenigheim

San Angelo, Texas 76903

Phone Number: (325) 659-5900

Lobby Hours:

Monday – Thursday 9:00 a.m. – 5:00 p.m.

Friday 9:00 a.m. – 5:30 p.m.

Drive Thru Hours:

Monday – Friday 7:30 a.m. – 6:00 p.m.

Saturday 8:00 a.m. – 1:00 p.m.

Knickerbocker

3471 Knickerbocker Rd.

San Angelo, Texas 76904

Phone Number: (325) 659-5900

Lobby Hours:

Monday – Thursday 9:00 a.m. – 5:00 p.m.

Friday 9:00 a.m. – 5:30 p.m.

Drive Thru Hours:

Monday – Friday 7:30 a.m. – 6:00 p.m.

Saturday 8:00 a.m. – 1:00 p.m.

- B. If vault deposits are required over certain stated amounts where is that vault located? What is the deadline for vault deposits?

The City is welcome to use our vault services for deposits and change orders; however, we do not require it. The vault is located at 3471 Knickerbocker and is open from 9:00 a.m. until 3:00 p.m. each banking day. The City can continue to use the Night Drop for deposits and pick up the deposit bags the following morning at the vault.

- C. Does the bank provide for deposit location tracking? Describe the format used.

Yes, deposit slips can be printed with unique location identifiers, which will be reported on statements and in Business Online Banking. Deposit history can be downloaded and sorted by location. Deposits made through remote deposit will not have a location identifier.

Business Online Banking's export function allows the City to export account history in Excel, CSV, Quicken, and QuickBooks formats. Our Payment Manager system's files can be exported in Excel (xls) or a BAI2 format which is a common format used by many accounting systems.

- D. Does the bank image all check, deposit slips, and deposit items? When and how are these images made available? How long are they available online?

Images of deposit slips, checks, and RemitPlus Express receipts are available in Business Online Banking for up to 2 years. With eStatement ISO, statements and images are available for up to seven years.

- E. Is deposit reconciliation available? Describe the process and options.

When the City includes deposit locations on deposit slips, our system will report the location number on the statement and in Business Online Banking. The City can use filter options to identify and sort deposits by location and more. Location identifiers are not available on deposits made using Remote Deposit. The Positive Pay system has a Deposit Reconciliation feature that can be used to identify deposits by location provided the locations have been added in the system.

First Financial Bank's treasury package provides expanded reporting capabilities. Business Online Banking and Payment Manager both provide user friendly search capabilities and filtering options for transaction and image history. Business Online Banking provides an export function that allows the City of San Angelo to export various reports in several formats, such as a Microsoft® Excel® file, comma separated value (CSV), Quicken® or QuickBooks®. Reports in Business Online Banking can be customized by new or all transactions, time frame, accounts, subtotal, billers, and payment statuses (Canceled, Failed, Pending, In-Process, etc.). The City must have a computer with internet access to use Business Online Banking.

Our Payment Manager system provides the ability to export Positive Pay reports in Excel (xls) format or a BAI2 format which is a common format used by many accounting systems. Reports in Payment Manager can detail specified ACH transactions, checks (outstanding, paid, stale dated), stops and voids, exception items, corrections, check reconciliation, deposit reconciliation, and account reconciliation. Note that transaction history



is retained within the Payment Manager system for 90 days after an item has paid.

- F. Does the bank require or prefer strapping and rolling? What are the cost options/benefits/requirements for separating cash and checks? Coin and check?

First Financial prefers that cash is not strapped and that coin is not rolled. Cash is counted and screened by automated cash counting machines. Coins are machine counted. It is preferable to separate cash and checks.

- G. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?

The City may have multiple deposits in one bag as long as they are clearly separated and deposit slips provided in order to credit the proper account. Each deposit would have its own receipt and any adjustments to the deposit would result in an advice for that deposit only.

- H. When and how are credit/debit advices sent to the City? Are images provided with each advice?

Validated deposit slip receipts can be mailed or returned to the City in their bank bag(s) the next business day. Anytime an adjustment is necessary, an adjustment advice is provided along with an item when the adjustment involves a check. First Financial Bank's Business Online Banking provides the City with an image of deposit slips and adjustment advices.

- I. Does the bank have any program to actively assist the City is collection through ACH for vendors or ongoing repetitive citizen payments?

First Financial Bank offers ACH Origination services enabling the City to initiate drafts for collecting payments from vendors or citizens. The application has the capability of securely passing through a file generated by the City's software. Designated users can also use the ACH application to key individual entries for one time or recurring transactions.

- J. Does the bank provide any online portal services for payment of City bills which could be added to the City website to facilitate credit card payments for various activities? (See also merchant services below.)

First Financial Bank partners with Global Payments Company, and 1st Data Corporation, as premier providers of merchant services, for credit card processing. Through Global Payments and 1st Data, we offer a suite of products and services using traditional terminals, online, and wireless solutions.

- K. How does the bank handle discrepancies in deposit amounts?

Anytime there is a difference between the cash amount written on the deposit slip and the counted cash, the teller stops and asks a second teller to count the cash. When the second teller confirms the difference, the entire deposit is placed back in the bag and the City will be contacted or the teller will follow prearranged procedures from the City to create an adjustment. Tellers will not mark a change to the deposit slip written by the City. If there is a discrepancy in the amount on the deposit slip for the check portion of the deposit, the difference will be recognized when the deposit is processed that evening. If the discrepancy is \$5.00 or more, an adjustment is made to the account. Advices are mailed on the following business day. The advice will have the check number of items that caused the need for an adjustment as well as a copy of the item from the deposit. For differences under \$5.00, the deposit amount will stand.

- L. How and when does notification of return items take place? List the elements reported.

If a check is \$250.00 and below, the Federal Reserve will automatically represent the check to the bank on which it is drawn. However, if the check is over \$250.01, then First Financial Bank agrees to notate the account to run an item a second time before it is returned. There is no additional charge for this service. The elements included in the notice are the date, check number, amount, payor, and reason for the return. Return notices are printed and mailed on the business day following the actual return.



First Financial agrees to notify the City on the same day an item in excess of \$500 is returned.

M. What type deposit bags are used or required? Are these available from the bank?

The City of San Angelo may continue to use their current deposit bags for delivery without interruption to the City's current processes.

N. If provisional credit is given on deposit before verification, when does verification occur?

Check deposit processing and verification is completed late in the evening each business day. If a discrepancy is found in the processing of checks, an error correction advice will be made, and City's account will be adjusted.

O. How much advance notice is required on coin and currency orders at the bank, or at the vault?
Are orders placed online? What is the turn-around time on orders?

First Financial can fill most change orders with at least a one-hour notice. At this time orders cannot be placed online. There are no minimum purchase requirements.

P. Include a list of all the bank's deposit locations within the City's limits.

San Angelo Main

222 S. Koenigheim St

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Drive Thru Hours:

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Knickerbocker

3471 Knickerbocker Rd.

San Angelo, Texas 76904

Phone Number: (325) 659-5900

Lobby Hours:

Monday – Thursday 9:00 a.m. – 5:00 p.m.

Friday 9:00 a.m. – 5:30 p.m.

Drive Thru Hours:

Monday – Friday 7:30 a.m. – 6:00 p.m.

Saturday 8:00 a.m. – 1:00 p.m.

Q. Describe the bank's e-receivables programs, if available?

The City currently realizes the benefits of collecting water payments by ACH drafts. Upon award, First Financial will continue to process the City's ACH entries without interruption into the new contract period. Remote Deposit is another service that delivers efficiencies to the City by delivering check deposits electronically.

First Financial also provides the City with our RemitPlus Express solution. RemitPlus Express has the added benefit of capturing coupon data at the same time checks are scanned for deposit. The RemitPlus Express solution is webhosted and easy to use. Once the batch is complete, an accounts receivable file is ready to upload into Central Square to credit customer accounts for their payments and a Remote Deposit file is created to deliver the check deposit to the bank electronically. This eliminates the need to manually enter payments amounts for customer credit and it reduces trips to the bank for check deposits. The City may consider adding RemitCentral to receive payment detail from bill pay service providers. Through RemitCentral, the payment data from major bill service providers is added to the accounts receivable file to post payments electronically while the payment arrives by ACH. RemitCentral is designed to consolidate payment information rather than reaching out to bill pay service providers individually. First Financial will gladly explore this option with the City.

We recognize the City has partnered with a merchant services provider for online and in-person credit and debit card payments. First Financial has partnered with Global Payments Company to provide Merchant Services. We offer several solutions from the traditional desk top terminals to wireless and online solutions for accepting card payments. Merchant Services fees are negotiated and billed separately.

First Financial offers Lockbox Services as an option for managing incoming mail payments. A Dallas PO Box is assigned, and mail is picked up and processed for deposit. The City would receive credit for the deposits on the same day the mail is delivered to the USPO box. Those designated by the City can access images of the



payments and any envelope content using an online archival solution called R360. Payment detail can be keyed to include the account number and amount to electronically upload payments into Central Square.

3.4 Remote Deposit

The City currently uses remote deposit at the City Hall Annex for processing Utility Customer payments utilizing digital imaging equipment provided by the bank. The City also utilizes remote deposit for Ambulance Payments.

- A. What are the bank's current capabilities for remote capture? What scanner equipment is required? Is scanner equipment available through the bank? Describe.

Remote Deposit services for the City of San Angelo will transition seamlessly into the new contract period. Currently we are updating our Remote Deposit service offering consisting of various products: Remote Deposit Complete (RDC), Mobile Remote Deposit Complete (mRDC), and Remote Deposit Now (RDN).

Remote Deposit Complete (RDC) is a one stop shop that removes the need for companies and public entities to balance their batches, input misread check amounts, or fix MICR line misreads. The City would be able to simply scan in their checks and provide a control total. On the back end, any items that are unable to be read by the system will be keyed and balanced against the control total. Mobile Remote Deposit Complete (mRDC) is a companion tool to RDC and will allow the City to make deposits via their mobile device. Items will still be balanced on the back end even when away from the remote deposit scanner and PC.

Remote Deposit Now (RDN) is geared towards companies and public entities who need strict control over their items, have rigorous accounting requirements, or just prefer to balance their own items. The City of San Angelo may prefer this product if more control over deposits is preferred. With RDN the City would do their own balancing, MICR line adjustments, and item amount adjustments as those using Remote Deposit do today.

In addition to the Remote Deposit options above, the City uses RemitPlus Express. It is an in-house lockbox solution and reads checks and coupons in the same run. The system saves a map of the coupon to pick up customer account information and payment amount as it is reading the check payments. In the end, the City delivers a Remote Deposit file to the Bank for deposit and extracts an Accounts Receivable file to electronically upload into the City's billing system to credit the customers' payments. Set up and training is provided by RemitPlus Express. This solution is widely used by municipalities for processing utility payments. It is affordable at just \$200 per month and \$0.10 per item scanned.

The scanners in place for the City remain compatible with the newer Remote Deposit solutions as well as RemitPlus Express. If the City chooses to add workstations, many scanner options are available depending on the City's criteria for scanner speed.

- B. What is the final cut-off time on remote deposit?

First Financial Bank does not have an early cut-off time during the business day. Deposits made using Remote Deposit by 7:00 p.m. on any business day will be considered as that day's deposits with next day availability.

- C. Provide a copy of the onsite report generated.

Remote Deposit activity captured using our newer RDC/RDN solutions provide multiple report options that the City can generate as shown in the images below. For example, the City can generate a "Current Transaction Summary" report and a "Deposit Results Report".



Deposits matching your search criteria

Displaying Page 1 of 1 Records 1 - 2 of 2

Records Per Page 10

Item Details	Deposit Details	Create Date	Location	Custom Batch Id	Batch Type	Description
		12/1/2015	Location 1	uiui	Remote Deposit	.New Deposit
		12/21/2015	Avalon Campbell	5646542	Remote Deposit	17:49:04.1335657 12/21/2015 ...

Current Transaction Summary			
This is a summary report of all transactions currently in the system as of 09/09/2016. All times are displayed in Central Time (CT).			
Status	Items	Debits	Credits
Approved			
Processed			
Collected			
Awaiting Capture			
Awaiting Approval			
Declined			
Voided			
Error			
In Collection			
Other ACH Returns			
Unauthorized			
Uncollected NSF			
Suspended			
Disputed			
Invalid / Closed Account			
Resolved			
Other Check21 Returns			

D. How is the activity reported on the bank's reports and online?

Remote Deposit activity is reported within Business Online Banking with details such as date, location, custom batch ID, batch type, description, images, and summary information based on status.

3.5 NSF Checks Received

Currently, NSF checks paid to the City are automatically re-deposited twice for collection. Complete information must be provided on all NSF returned items including name and reason for return.

The City wants the option of the second presentment to be made by ACH to targeted dates for maximum collection potential.

- A. Describe the bank's current NSF process. Are checks automatically re-deposited? How many times?

If a check is \$250.00 and below, the Federal Reserve will automatically represent the check to the bank on which it is drawn. However, if the check is over \$250.01, then First Financial agrees to notate the account to run an item a second time before it is returned. There is no additional charge for this service.

- B. How and when is the City to be notified of return items?

Return notices are printed and mailed on the business day following the actual return. The elements included in the notice are the date, check number, amount, payor, and reason for the return.



- C. Is the bank capable of processing the second presentment as an ACH with a targeted presentment date (i.e. RCK)? Describe in full.

Currently, First Financial does not offer an automated method of converting checks into an ACH debit entry for a targeted collection date. However, if the City creates a Nacha formatted file for RCK representments, we can process it for the City.

- D. Under RCK or standard processing, how can the NSF and settlement later matched/reconciled most easily? Does the bank system cross reference the two transactions in any way?

First Financial is not currently providing an automated check conversion to create an RCK ACH entry for returned check payments. Should a program become available, the RCK entry will include the check number of the original presentment.

- E. Is the NSF information or image available on-line? When and how? How long is it available online?

When an item is returned, a chargeback entry is created to adjust the credit on the original date of deposit. Images of the adjustment are included along with the image of the returned check. Images are available for up to 2 years.

3.6 Disbursing Services

Standard disbursing capability for all accounts is required to include payment of all City non-account holder employee checks without charge upon presentation is required. The City requires positive pay services and prefers payee match.

The City does not have a mandatory direct deposit policy but actively encourages its employees to move to direct deposit. Currently, 90% of the average 944 employees use direct deposit. Manual payroll checks are also written.

- A. Are all checks imaged and available online? When and how long?

Images of all paid items are available on the day after presentment as a result of night processing. Images are available in Business Online Banking for up to 2 years.

- B. The City requires that the bank shall cash free of charge all City checks for non-account holder City employees. *Confirm agreement with this condition.*

First Financial agrees to cash checks drawn on-us issued to City employees without cost, provided the City continues to participate in Positive Pay.

- C. Describe any payment consolidation or e-payables services available

First Financial offers ACH Origination as a solution for e-Payables. ACH Origination goes beyond the traditional solution for Direct Deposit payroll and more and more entities are using ACH for vendor payments. ACH is a secure and reliable method of delivery payments timely.

Another option is the use of Purchase Card. Purchasing cards offer many benefits as well as an efficient method of paying bills. First Financial offers a Purchase Card program and will gladly explore this option with the City. The program offers a choice of receiving rewards in the form of cash back or statement credit, or a revenue share based upon annual net purchase volumes.

First Financial Bank offers bill pay through our Business Online Banking solution. It is designed for small to medium sized businesses; however, the City may find it efficient for certain payments.



3.7 Positive Pay and Reconciliation Services

Positive pay is required on all check writing accounts with payee match preferable. Currently positive pay with payee match is used on one (1) account. The City requires complete indemnification for fraudulent checks. The proposal must provide a fully automated and web compatible transmission process. Transmissions will be made as part of each check run and manual check information must be able to be input online.

First Financial is pleased to offer the benefit and fraud protection offered by Positive Pay. Positive Pay delivers an added layer of protection for City funds. It is a partnership with the City to help control check fraud; no one solution can provide complete protection against check fraud. Should the City become a victim of check fraud, we will work diligently with the City to aid in the collection of funds.

- A. Can the bank provide positive pay on all disbursement accounts? Provide payee match?

The City of San Angelo is currently utilizing positive pay services. First Financial Bank will continue to provide positive pay on all disbursement accounts as well as payee match. Items are matched against the City's issued item list for check number, amount, and payee name. Positive pay services and processes will continue uninterrupted into the next contract term.

- B. Is check input for positive pay available on-line? Describe the online input process and requirements for individual, manually written checks.

Positive Pay requires the user to provide the Bank with issued check information. A file can be uploaded electronically, or individual check information is keyed into the system. The system can also be set up to block ACH activity, particular debit activity, or build a list of originators from which ACH activity is allowed.

- C. Describe the data transmission/transfer requirements.

The web hosted application is accessible through our Business Online Banking system to those authorized by the City of San Angelo. Our system is very accommodating and does not require a specific file layout for the issued item file. A simple Excel spreadsheet with the date, check number, amount, and payee name will meet the requirements. If the file is extracted from the City's system with additional information, no modification is necessary as we will select the necessary data elements. Once uploaded, the City is protected since our system immediately interacts with our teller system.

- D. How is the City notified of positive pay exceptions?

The City will be notified by email and/or text.

- E. At what specific time is positive pay exception information reported to the City?

The City will be notified around 8:00 a.m. A reminder notification is sent at noon if the City has not made their Pay or Return decisions.

- F. At what specific time is the response required for City exception elections?

Exceptions must be worked by 2:00 p.m. Exceptions that have no decision by 2:00 p.m. will be returned.

- G. Does the bank review exceptions such as encoding errors for possible repair before creating a City exception item?

Yes, prior to presenting exceptions to the City, the Bank scrubs exceptions due to encoding errors.

- H. Are all checks, including those received over the counter by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what is the liability protocol on OTC transactions?



Yes, all checks are verified, including those received over the counter by tellers. Our Positive Pay system is immediately interactive with our Teller system. As soon as an item(s) is uploaded as an issued check, the Teller system is capable of verifying the check for check number, amount, and payee name.

I. Describe your partial and full reconciliation processes and reporting.

First Financial Bank's treasury package provides expanded reporting capabilities. Business Online Banking and Payment Manager both provide user friendly search capabilities and filtering options for transaction and image history. Business Online Banking provides an export function that allows the City of San Angelo to export various reports in several formats, such as a Microsoft® Excel® file, comma separated value (CSV), Quicken® or QuickBooks®. Reports in Business Online Banking can be customized by new or all transactions, time frame, accounts, subtotal, billers, and payment statuses (Canceled, Failed, Pending, In-Process, etc.). The City must have a computer with internet access to use Business Online Banking.

Our Payment Manager system provides the ability to export Positive Pay reports in Excel (xls) format or a BAI2 format which is a common format used by many accounting systems. Reports in Payment Manager can detail specified ACH transactions, checks (outstanding, paid, stale dated), stops and voids, exception items, corrections, check reconciliation, deposit reconciliation, and account reconciliation. Note that transaction history is retained within the Payment Manager system for 90 days after an item has paid.

First Financial Bank has recently implemented a new product called eStatement ISO. This is a digital ISO file that has replaced the monthly CD statements and is available for download through Business Online Banking. Although eStatement ISO is not a reconciliation tool, it offers the ability to download up to seven years of statement images as well as the front and back images of all paid items. Two authorized users can be set up to access eStatement ISO. Users can select one statement date or a range of dates. The file can be stored on the user's local PC or saved to a network location available to the user.

J. How much flexibility is there for the bank's systems to interface with the City's in-house system?
Does the bank have other public entities using this system?

Our Positive Pay system is a web hosted application and is accessible through our Business Online Banking system to those authorized by the City. Our system is very accommodating and does not require a specific file layout for the issued item file. A simple Excel spreadsheet with the date, check number, amount and payee name will work. If the file is extracted from the City's system with additional information, no modification is necessary as we will select the necessary data elements. Most of our over 200 public entities use positive pay. The City's positive pay services will continue without interruption into the next contract term.

3.8 Funds Transfer and Wires Services

The City currently uses wires and has approximately forty (40) outgoing wires each month. Most outgoing wires are repetitive and are inputted online.

Incoming wire transfers must receive same day credit. Wire initiation and release should be available online. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

First Financial Bank offers Wire Transfer services through our Online Banking system. The City can also initiate Wire Transfers by telephone, provided arrangements are made in advance, as well as in-person at either of our branch locations. When delays occur, they are not usually due to an error. Although uncommon, technical issues can cause delays. First Financial works closely with our vendors to resolve anything that interrupts the timely delivery of funds.

A. Is wire initiation and monitoring available on-line?

Yes. All incoming and outgoing wires are immediately uploaded into the Business Online Banking system. Email notification on incoming and/or outgoing wires is available.

B. Can repetitive templates be created and stored? Is there a fee for wire and transfer template storage?



Yes, templates can be created and stored for future wires. No, a fee is not charged for creating or storing wire templates.

C. How and when is the bank notified of incoming wires?

The bank is notified of incoming wires as they are delivered. As the wire comes in it either posts directly into the account or it stops in a queue that is processed by the bank's wire transfer department.

D. Describe security provisions for wire initiation. What security levels are available on initiation and release. Is dual control required?

Dual control is highly recommended when initiating any wire transfer, whether repetitive or non-repetitive. For wires initiated through Business Online Banking, First Financial requires the use of a bank provided token to approve a wire, which is the final step before transmitting online wire transfer instructions.

E. Is future dating of wires and transfers available? How far in advance?

Yes. The City can schedule a wire for virtually any date in the future.

F. Are inter-account transfers completed online? Is there a fee for inter-account transfers?

Yes, internal account transfers as well as book debits/credits can be processed on-line. There is not a fee for internal transfers.

G. State the wire cut-off time.

Domestic wire transfers can be initiated until 4:30 p.m. on any banking day through Business Online Banking. International wire transfers can be initiated through banking days through Business Online Banking. There is no cut-off time for international wires as in most cases they cannot be settle on the same day. The deadline to deliver wire instructions by phone or in-person wires is 4:00 p.m.

H. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.

First Financial Bank requires funds to be available prior to sending an outgoing wire. Funds received from an incoming wire or ACH are considered immediately available and eligible for wire transfer.

3.9 ACH Services

ACH service is currently used for payroll direct deposit and some vendor payments. The City uses ACH for pool and paying agent transactions currently. The City also uses a direct debit for approximately 2,300 utility payments per month. The water utility bills on a weekly cycle. ACH is not heavily used for vendor payments but the City plans to expand this use.

The City requires pre-notification and filters/blocks on all accounts.

A. Describe the batch transmission requirements for ACH transactions. Is online ACH service available for individual transactions?

First Financial Bank's ACH Origination system is web-hosted and available 24/7. The program provides a secure delivery channel for payables and receivables. The file format is prescribed by the National Automated Clearinghouse Association (Nacha) and is a typically a download feature within many accounting software packages. All files must be submitted no later than 5:00 p.m. one business day prior to the effective date (pay day). Our easy to use program allows for file upload or user-built transactions for ACH credits (Payroll, Vendor Pay) and for ACH collections (debits). It is a fast, safe, and reliable way to move funds individually and in batches.

B. Can individual ACH transactions be input online? Describe.



Yes. First Financial Bank's ACH system supports individual transactions which can be originated through Business Online Banking at any time.

C. Are same day, one-day, and two-day transactions available?

Yes, same day, one-day and two-day transactions are available options. If the City requires Same Day entries, our TM Client Support team will activate the feature and additional fees may apply.

D. Is ACH positive pay available?

Although, not true ACH Positive Pay, our Payment Manager system supports ACH Block and Filter services. ACH exceptions are managed just as check exceptions. An email notification is delivered whenever exceptions are ready for review to be marked as pay or return. If the City requires all ACH activity to be blocked, our core application supports this functionality. ACH Block means items are automatically returned without presenting them to the City for decision.

E. What is the policy and process for handling of ACH returned items?

When an ACH item is returned by the Receiving Depository Financial Institution or the Federal Reserve Bank, notification is sent in a secure email to specified City staff. An adjustment is made to the appropriate City account if funds are associated with the return.

F. What specific filters and blocks are available on the accounts?

The City may impose ACH blocks by type (credits or debits), Standard Entry Class Code (SEC), and company ID. The system can be set up to build a list of originators from which ACH activity is allowed. For example, a routine insurance payment can be allowed to post, but all other debit and or credit transactions can be blocked. Approved originators are added to a list to allow those incoming transactions and any other ACH activity which would be considered an exception.

G. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements?

Two lines of ACH addenda are provided on the statement and reported in Business Online Banking. First Financial Bank now delivers ACH addenda information known as Electronic Data Interchange (ED) through our Payment Manager system.

H. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?

The bank will process pre-notes originated by the City. Pre-notes are highly recommended; however, they are not mandatory. Pre-notes are charged as a standard ACH transaction.

I. Is the City debited when a file is transmitted or when credits are settled?

The City's offsetting entry (debit or credit) will post to the City's account based on the effective date, which is the settlement date.

3.10 Collateral Requirements

The City requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the City falls under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive City requirements. If funds are, for any reason, not swept all un-invested time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the City. Authorized collateral will include only:

- Obligations of the U.S. Treasury, its agencies and instrumentalities including MBS and CMO which pass the *bank test*. *General debt obligations of any US State or its subdivisions*.
- *FHLB Letters of Credit*

Preference will be given to pledged securities. All securities pledged to the City will be held by a City



approved independent third-party institution outside the bank's holding company. The bank will be responsible for the pricing of securities and continuous monitoring and maintenance of margin levels. Preferably the custodian would provide market values on the securities. The custodian should be the party providing a monthly report directly to the City on the collateral pledged.

The collateral agreement (or depository agreement detailing collateral requirements) shall be executed under the terms of FIRREA and approved by resolution of the Bank's Board or Bank Loan Committee. If the Federal Reserve is used as custodian, the Circular 7 Pledge Agreement will be executed.

The following conditions must be met:

- Collateral must be held in an independent third-party bank approved by the City outside the bank's holding company.
- Initial collateral will be provided for the City two days prior to deposit of funds in accordance with State law.
- All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times.
- The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian and the City will receive a report of collateral pledged including description, par, market value, and Committee on Uniform Securities Identification Procedures (CUSIP) information monthly directly from the custodian.
- Substitution rights will be granted if the bank/custodian obtains the City's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
- Collateral value will be maintained during substitution at 102% or above.
- The bank shall execute a tri-party safekeeping agreement with the City and the custodian for custody of pledged securities in full compliance with FIRREA. Approval of the agreement will be made by resolution of the bank's Board or Bank Loan Committee.
- A. State the bank's acceptance of the collateral conditions above. Note any exceptions or changes desired.

Agreed. First Financial Bank will continue to collateralize deposits in excess of FDIC insurance in compliance with the Public Funds Collateral Act. A sample of the bank's required collateral security agreement is included behind Tab 4.

- B. Does the bank propose any collateral charges, if so under what conditions are they charged and how is the charge applied?

No.

- C. What institution will serve as the custodian for pledged collateral?

Frost Bank, Member FDIC, of San Antonio, Texas serves as our third-party safekeeping institution.

- D. Does the custodian provide online inquiry for the City?

At this time, this service is not provided.

- E. Does the custodian provide daily mark-to-market pricing? How often does the bank monitor collateral levels?

Our custodian, Frost Bank of San Antonio, member FDIC, does not provide daily pricing on securities. First Financial Bank monitors balances daily and the City of San Angelo will continue receiving pledge notices when additional collateral is pledged.

- F. What entity will provide the monthly collateral report?

First Financial Bank will provide the monthly collateral report which is generated by Raymond James.



3.11 Safekeeping Services

The bank will be required to provide book-entry safekeeping services for securities owned by the City. All City investments will be made by the City, or its investment adviser, and instructions for clearing and safekeeping will be transmitted on a trade ticket to the bank in writing.

Custody must be in the bank and not a brokerage subsidiary of the bank. All securities must be cleared on a **delivery versus payment (DVP)** basis and ownership documented by original clearing confirmations and safe-keeping receipts provided within one business day of the transaction. Funds for investments will be drawn from a designated DDA account. All coupon payments and maturities must receive automated same day collected credit on the designated account.

If the bank is not a member of the Federal Reserve and utilizes a correspondent bank for safekeeping of City securities, the transactions will be handled through the depository bank's systems and shall not require additional interaction by the City with the correspondent bank. No delay in transactions, wires, or flow of funds will be acceptable under a correspondent relationship.

The City anticipates an average of 20 securities in FRB and/or DTC safekeeping at any one time all from third party transactions.

All fees for clearing and safekeeping must be stipulated on **Attachment A**.

A. Is the bank offering safekeeping services?

Yes. First Financial Bank will continue to provide safekeeping services without interruption. The bank settles securities with our third-party custodian Frost Bank, Member FDIC, San Antonio, Texas. Upon notification by the City, First Financial will settle the purchase of the security and prepare a Safekeeping Receipt acknowledging the booked security. Each month a Safekeeping Report is mailed to the City.

B. Is trade input required or able to be input online? Describe fully. Is it required?

We currently do not have a web-based safekeeping monitoring program. All trades will continue to be initiated via direct contact with our safekeeping staff.

C. Is the bank a member of the Federal Reserve and DTC? If not, name the correspondent bank to be used for clearing and safekeeping.

First Financial Bank settles securities with our third-party custodian Frost Bank, Member FDIC, San Antonio, Texas.

D. Describe any safekeeping arrangement proposed with a correspondent bank including processing requirements by the City. No delays or additional transactions are acceptable.

First Financial Bank settles securities with our third-party custodian Frost Bank, Member FDIC, San Antonio, Texas. Frost Bank will not process safekeeping transactions for same day settlement past 2:00 p.m. We encourage the City to maintain contact with and provide generous lead time for our Safekeeping staff to ensure transactions can be handled appropriately.

E. What is the deadline for settlement instructions? Is there any charge incurred for late instructions?

Deadline for delivery instructions for same day transactions is 10:50 a.m. There is no charge for late instructions; however, our correspondents may not be able to process the transaction and send it for safekeeping by the 2:00 p.m. deadline for same day settlement.

F. Will safekeeping fees be charged on the analysis or hard charged?

Safekeeping fees will be charged on analysis.

The City may choose to purchase time deposits from the bank, but all-time deposits will be competitively



bid at the time of purchase.

3.12 Account Analysis

A monthly account analysis report shall be provided for each account and on a consolidated account basis.

- A. Provide a sample account analysis.

A sample account analysis statement is provided behind Tab 3.

- B. State when the analysis will be available each month online.

Account analysis statements are mailed around the 15th of the month following service. Account Analysis Statements can be made available within online banking.

- C. How long is the analysis maintained on-line?

Account Analysis Statements are available online for up to 2 years.

3.13 Monthly Statements

The bank will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle using the calendar month as cut-off. Timeliness of reporting is critical.

- A. Provide a sample statement.

A sample monthly statement is provided behind Tab 3.

- B. When and how are statements made available? Are statements able to be downloaded?

Statements are mailed on the business day following the statement drop. Yes, statements are provided in both paper and electronic forms which can be accessed through Business Online Banking.

- C. How long is the statement available online?

Statements are available in Business Online Banking on the first business day of the month and available for up to 2 years.

3.14 Account Executive

To ensure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the City account to coordinate services and expedite the solution of any problem. The account executive should meet with City staff quarterly on banking matters at a minimum.

- A. Provide the name and title of the two primary proposed account executives. Note – Provider shall notify the City in writing immediately upon a change in the name or title of the City Account Executive or their backup. *Confirm agreement with this condition.*

Scott Creecy will continue to serve the City with personalized service. Local staff will support and serve the city with everyday needs.

Manned by a highly skilled team of professionals, our Call Center has extended hours to assist customers with most questions regarding their account. Call Center hours are Monday through Friday from 8:00 a.m. to 7:00 p.m. and on Saturday between the hours of 9:00 a.m. to 6:00 p.m. Assistance with our Treasury Management services is provided by our Treasury Management Client Support team during normal business hours by calling toll free to 877-627-7201.

First Financial Bank agrees with this condition.



3.15 Overdrafts

Every effort will be made by the City to eliminate net aggregate daylight and overnight overdraft situations.

- A. Are overdrafts calculated on a stand-alone account basis or an aggregate of all accounts?

Overdrafts are calculated on a stand-alone account basis. If an overdraft situation occurs, the City will be contacted.

- B. The City prefers that no fees or penalties be assessed in the event of a net aggregate daylight or overnight overdraft. *Confirm agreement with this condition.*

First Financial does not charge for an intra-day overdraft. If the City has an overdraft due to an item(s) presenting to an account with insufficient funds, the balance may remain negative during the day. Monitoring the account balances with Online Banking will provide the City with the ability to transfer funds from one account to another by 11:00 p.m. on any banking day for same day credit. A good time to view the accounts is after inclearing items are memo-posted which is around 3:00 p.m. on each banking day. This gives the opportunity for the City to review transactions that will post with night processing. Once night processing occurs, if a balance is not adequate to cover presented items, the items will be considered NSF. Should a true NSF situation occur, the fees related to NSFs are included in the bank service charges which can be offset with the earnings credit.

Overdraft protection will be available for all City accounts. First Financial Bank will contact the City in the event of an NSF item. The City will have the opportunity to transfer funds from another account or make a deposit.

3.16 Stop Payments

The City currently averages eight (8) stop pays and twenty-four (24) renewals a month and requires a minimum of six (6) months for the stop pay period. Currently the City has automatic renewals in place for all stop pays. An automated input process is required.

- A. How are stop pays initiated? How are they renewed?

Stop Payments can be initiated and renewed using Business Online Banking by those authorized by the City. Online Stop Payment orders do not require further documentation. Verbal Stop Payment orders require written documentation by an authorized City representative within 14 days of the order. To renew a Stop Payment, the order must be entered in Business Online Banking or telephone request.

- B. How long do standard stop pays and renewals remain in effect? What time options are available?

Stop Payments remain in effect for 180 days. Stop Payments can be initiated 24 hours a day using Business Online Banking provided the check has not presented for payment. Stop Payments can be made verbally during operating hours of the local branch or through our Contact Center.

- C. How is a stop pay void or cancellation accomplished?

Cancellation must be requested through a personal banker at the local branch or through the Contact Center.

- D. What is the deadline for same day action?

Stop Payment orders may be placed online 24 hours a day, 7 days a week by designated City personnel. The Stop Payment order will be effective immediately upon receipt if received between the hours of 8:30 a.m. and 11:59 p.m. on normal business days and between 9:00 a.m. and 5:00 p.m. on Saturdays. Stop Payment orders received after 11:59 p.m. on normal business days and after 5:00 p.m. on Saturdays will be effective at the beginning of business on the next business day.

- E. Is information on current, pending and expiring stop pays available online?

Users with access to the Payment Manager system can review Stop Pay history. In the Online Banking Activity center, an authorized user can review all the Stop Payment orders and transactions they initiated.



- F. Will the on-line system verify if the check was cleared before accepting the stop pay? How far back does it verify? Are OTC transactions verified against the file?

Yes. The Business Online Banking system will not allow a Stop Payment to be placed on an item that has paid. The system reviews history for at least 6 months. OTC items are verified at the time of presentment for all cashed checks. If a check is included in a batch deposit, and has a stop payment order, it will not be detected until item processing.

3.17 Alternative Services Offered

If the bank has any other alternative or supplemental services which may offer enhanced value or be of interest to the City, they should be described in this section. The costs of such services should also be identified.

A. Purchase Card

First Financial offers a Purchase Card in partnership with First Bankcard®, a division of First National Bank of Omaha. Entities with a revenue of at least \$5,000,000 qualify for the Purchase Card Program and can choose between earning reward points or receiving a percentage of card revenue based upon the annual net spend. Purchase cards are popular for Executive cards, Travel and Entertainment, as well as establishing a Procurement Card for Accounts Payable.

B. Business and consumer Credit Cards

First Financial introduced a program to meet the credit card needs of our consumer and business customers. Businesses can choose from a variety of programs from a VISA® Business Card with an extended 0% introductory rate to Business Rewards programs including points and cash back options.

First Financial has partnered with Elan Financial Services™ to deliver the best in product and service. Elan's program is backed by 24/7 support and online access to transactional history and statements. Elan and First Financial understand businesses and non-profits need robust features to manage card spending, control expenses and limit liability.

Businesses and non-profits using our credit card enjoy the benefits and security such as \$0 liability from VISA on unauthorized transactions (with timely notification) and \$0 liability is extended to employee misuse up to \$100,000, provided certain conditions are met.

Elan's long-term success and reputation weighed heavily in First Financial's selection for a credit card provider. We are pleased to offer a variety of card programs to meet the needs of consumers, business, and non-profits with features that provide convenience, security, and money saving benefits.

For businesses needing a credit line in excess of \$25,000 and desire a monthly pay in full solution, we offer our VISA Company Card or the VISA COMMUNITY Card for non-profit entities.

C. Business and consumer Credit Cards

First Financial introduced a program to meet the credit card needs of our consumer and business customers. Businesses can choose from a variety of programs from a VISA® Business Card with an extended 0% introductory rate to Business Rewards programs including points and cash back options.

First Financial has partnered with Elan Financial Services™ to deliver the best in product and service. Elan's program is backed by 24/7 support and online access to transactional history and statements. Elan and First Financial understand businesses and non-profits need robust features to manage card spending, control expenses and limit liability.



Businesses and non-profits using our credit card enjoy the benefits and security such as \$0 liability from VISA on unauthorized transactions (with timely notification) and \$0 liability is extended to employee misuse up to \$100,000, provided certain conditions are met.

Elan's long-term success and reputation weighed heavily in First Financial's selection for a credit card provider. We are pleased to offer a variety of card programs to meet the needs of consumers, business, and non-profits with features that provide convenience, security, and money saving benefits.

For businesses needing a credit line in excess of \$25,000 and desire a monthly pay in full solution, we offer our VISA Company Card or the VISA CommUNITY Card for non-profit entities.

D. Payroll Cards

Payroll Cards provide a means for employers to achieve 100% participation in Direct Deposit Payroll (ACH). Some employees are unable to or do not wish to open a regular checking or savings account. The Payroll Card works like a checkless checking account for the employees and a bank account for employers. Payroll Cards can be used to distribute payroll funds, per diem payments, and expense reimbursements.

First Financial Bank currently has over 200 companies with employees using our Payroll Cards.

E. 1st Safe and Loomis Armored Car Service

First Financial offers 1stSafe in conjunction with Loomis Armored USA. A separate contract is required when implementing 1stSafe.

Smart safe technology provides same day credit for all cash deposited through the safe. Cash is safely stored until the scheduled pickup by Loomis' Armored Car service. As cash is fed into the safe, it is counted and at a scheduled time each day, the totals are uploaded to Loomis' secure internet site. The deposit activity is also transmitted to the Bank for credit to your account. On a scheduled basis, Loomis will pick-up cash stored in the safe.

First Financial will coordinate implementation of a smart safe in one or more locations. The cost is based on several factors and will be negotiated through Loomis. The business is responsible for preparing the safe installation site.

With 1stSafe, you have peace of mind knowing credit for cash is provided and cash is safely stored until the next armored car pick-up.



OPTIONAL SERVICES

The Proposal must include a response to each item in this section and all fees associated with the services must be identified on Attachment "A". If the service is not available, please respond with "Not Available."

The City continually investigates new services for use and possible inclusion under its banking services contract. The following services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use under the contract. The City will make its determination during the contract period as to whether an optional service will be used. If the service is initiated later in the contract period, the services and charges stipulated in this proposal will be applied. If the bank currently does not offer the service but is planning to offer the service during the projected contract period, it should so stipulate along with the anticipated date of activation.

3.18 Image Lockbox

The City utilizes digital imaging technology provided by the bank to remote deposit ambulance service payments, including providing copies of checks to the third-party ambulance billing provider. The ambulance account currently processes 350 physical check payments mailed monthly with a 30-day billing cycle.

- A. Describe the lockbox service to be provided. Describe the workflow and processing of payments at your facilities.

First Financial Bank offers Lockbox Services configured to each customer's unique needs. Lockbox customers are assigned a unique Post Office Box Number issued by a Dallas US Post Office. Mail is received and picked up by courier up to 6 times per day and delivered to a central processing center. Envelopes are opened and content is scanned and processed according to the directions provided by the customer. Envelope content is scanned and separated into correspondence and payment batches. Payments are delivered to the bank for deposit. Customers access images of correspondence and payments through a website. Customers are able to customize processing to include receiving an electronic file of select payment information. Envelope content is destroyed after 10 days or it can be bundled and mailed to the customer.

- B. When and how is information available daily?

Information about payments and correspondence processed through our Lockbox Service is available online as each bundle is processed. By 2:00 p.m. each business day, the processing is complete. Images of envelope content are available for at least 120 days. Or, the City can choose to receive the bundled envelope content by mail or expedited delivery through FedEx.

- C. Describe the potential implementation timeline.

Implementation of Lockbox Services requires 45-60 days depending on the complexity of the set up.

- D. What level of technical assistance would be given to the City to implement the lockbox and design or redesign the remittance document?

First Financial will work with the City to complete the set up and documentation required to build the lockbox with the features the City requires. Samples of coupons or remittance documents are needed to capture the data requested by the City.

- E. Where is the lockbox facility located? What address (city, not street or specific location) would be used for remittance on each?

Our lockbox facility is located in the DFW area. The address would be a Dallas Post Office Box Number.

- F. When is mail collected and delivered to the facility? How many times daily? How many hours of operation each day?



Mail is collected six times per day. The work begins early in the morning and is completed by 2:00 p.m.

G. Can the lockbox handle remittances be paid by credit card?

Our lockbox service does not have credit card payment processing capability.

H. Describe the major components of your quality control checkpoints.

First Financial Bank's lockbox quality control checkpoints follow:

- Mail is delivered by courier to the processing site.
- Mail is retrieved and sorted by PO Box number.
- A second person reviews the sort results for accuracy
- Envelopes are opened, processing documentation is reviewed, and the work is prepared for scanning.
- Items are reviewed for proper Payees.
- An automated Payee Review is employed.
- The batch is captured into the remittance processing application.

I. Is image processing currently in place?

Yes, document and image processing is included.

J. Describe the fee structure.

Fees will vary based on the level of service. The components include:

- One Time Set up Fee – hard charged
- Fees eligible for Analysis or hard charge include:
 - Monthly Maintenance
 - Per item processing to manage payments and correspondence
 - Data entry keystrokes, if requested
 - Monthly Fee for Online Archival Access
 - Data Extract or Customized Reporting

Fee Components will vary based on contracted services. First Financial will work with the City to determine the lockbox services that best meet the City's goals.

K. How are returned checks handled and what information does the City receive on that account information for posting to the City systems?

First Financial is the Bank of First Deposit; therefore, the return check process is the same as if the item was deposited at the teller line. The City will receive an adjustment to the account that includes the reason for the return and a copy of the item. The adjustment and check images are available to view in Business Online Banking on the following day.

L. Is there a formal procedure for responding to and correcting errors and problems? If yes, please describe including average response time.

If an error or problem with Lockbox process happens, the City would contact the Bank. Some issues are quickly resolved while others will take time. Issues such as an incorrect posting are quickly resolved.

M. Provide the names, contact names, and telephone numbers of at least three comparable public lockbox clients.

One comparable public lockbox client has been provided in our submitted references.



- N. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?

Our Lockbox Service has established Disaster Recovery and Business Continuity Plans that are easily deployed. Disaster Recovery Tests are performed on an annual basis. All components are tested and review. Back up arrangements include the ability to move work to an alternate site for image processing and delivery.

- O. Describe the data transmission process and provide all sample reports to be received. What transmission protocol is used? What options are available? Is there full MICR capture?

Data can be transmitted via secure email, SFTP, or available online through the R360 archival application. Data can include images of checks and documents, which are typically delivered through the R360 application. Images can be exported as PDF documents for future reference. Searches enable users to search by batch, or advanced searches can include payment detail in a list to export as a PDF or CSV.

- P. What is the earliest transmission time that information is available online on the daily deposit(s)? Intra-day?

Payment information is available as each batch is uploaded into the online application, R360. The last batch is completed by 2:00 p.m. The deposit is delivered for same day credit

- Q. Who is responsible for handling adjustments and error resolution? How?

As the Bank of First Deposit, First Financial will adjust the deposits when necessary. Error Resolution is coordinated by the Bank and the staff at the lockbox processing site.

3.19 Check Printing

Please indicate your ability to provide Check Printing services. Please clearly describe your service offerings and include all applicable fee schedules. We currently contract with a vendor for check printing services.

First Financial Bank does not offer check printing capability.



4. Firm Experience and References

Firm Experience and References

4.1 Firm Experience

Today, First Financial proudly serves the depository needs of over 300 public entities including the City of San Angelo. First Financial Bank has had the privilege of serving the City with banking services and we are incredibly grateful for the opportunity to present our proposal for depository services. All of us at First Financial are committed to serving customers by embracing our Customer Service Philosophy, which is: "We build loyal, life-long relationships by providing first class service with personal attention." As a customer of First Financial, you are a member of the family. We encourage open communication to maintain a strong working relationship. As your needs or processes change, it is our goal to come along side you and apply our technologies resulting in efficient and effective work flow for you and your staff and provide services that help minimize fees, maximize earnings and protect the assets of the City of San Angelo.

First Financial Bank has a 135-year history of serving the financial needs of generations of families, professionals and business owners. We have stood tall during difficult economic times, including the Great Depression of the 1930s, the collapse of the Texas economy in the 1980s, and more recent economic difficulties. We operate with a "One Bank, Multiple Regions" concept that combines the best of "big bank" customer benefits and operating efficiencies with the local decision making and community involvement of a community bank. We have an unwavering commitment to providing exceptional customer service. With sound financial management and strong capitalization, in 2024, the Company's earnings increased for the 38th consecutive year. We have a commitment to growth through acquisitions, new branches, and expansion of services. This is exemplified by the recent and upcoming improvements in services such as Business Online Banking, eStatement ISO, Purchase Cards, Remote Deposit, and more. In addition, our acquisition of TB&T Bancshares in Bryan and College Station, Texas brought First Financial tremendous growth.

4.2 List of References

List at least three (3) references of similar scope and size giving organization name, contact information, and term.

1	Government or Company Name	San Angelo Independent School District
	Location	San Angelo, Texas
	Contact Person and Title	Christina Chavez or Hope Flores
	Telephone Number	325-947-3838 x 794
	Scope of Work	Depository Services
	Contract Period	Since 1999



2	Government or Company Name	Tom Green County
	Location	San Angelo, Texas
	Contact Person and Title	Diana Spieker, Treasurer
	Telephone Number	325-658-5762
	Scope of Work	Depository Services
	Contract Period	Since 2023

3	Government or Company Name	City of Abilene
	Location	Abilene, Texas
	Contact Person and Title	Marjorie Knight, Director of Finance
	Telephone Number	325-437-4913
	Scope of Work	Depository Services
	Contract Period	Since 1983

4	Government or Company Name	Abilene Independent School District
	Location	Abilene, Texas
	Contact Person and Title	Jennifer Hinds, Executive Director of Finance
	Telephone Number	325-677-1444
	Scope of Work	Depository Services
	Contract Period	Since 1954



5

Government or Company Name	Palo Pinto General Hospital
Location	Mineral Wells, Texas
Contact Person and Title	Diane Puckett, Business Office Director
Telephone Number	940-328-6404
Scope of Work	Depository Services; Lockbox Services
Contract Period	Since 1995



5. Fee Schedule

ATTACHMENT A - PROPOSED FEES
CITY OF SAN ANGELO - 2025

	MO AVG			
		PROPOSED	EXTENDED	
AVERAGE COLLECTED BALANCE	10,000,000	UNIT FEE	FEE \$\$	NOTES, AS APPLICABLE
BALANCED BASED FEE				
ACCOUNT MAINTENANCE	7	20.0000	140.00	
ZBA MASTER ACCOUNT MAINTENANCE		25.0000	0.00	
ZBA SUBSIDIARY ACCOUNT MAINTENANCE		25.0000	0.00	
ZBA MONTHLY FEE		25.0000	0.00	
DEBITS POSTED/CHECKS PAID	229	0.1500	34.35	
CREDITS POSTED	118	0.5000	59.00	
CHECKS CASHED FOR NON-ACCOUNT HOLDER		0.0000	0.00	FFB will cash checks issued by the City and drawn on us without cost, provided the City continues to participate in Positive Pay.
			0.00	
INFORMATION SERVICES			0.00	
BASIC ONLINE MONTHLY MAINTENANCE	1	65.0000	65.00	Treasury Management Online Banking
BASIC ONLINE ADD'L ACCOUNT MAINTENANCE		0.0000	0.00	
CURRENT DAY SUBSCRIPTION MAINTENANCE		0.0000	0.00	
PRIOR DAY ITEM LOADED		0.0000	0.00	
ALERTS/MEASSAGING - EMAIL		0.0000	0.00	
ONLINE SEARCH		0.0000	0.00	
ONLINE IMAGE VIEWS <90 DAYS/ITEM		0.0000	0.00	
ONLINE MAGE VIEWS?90 DAYS/ITEM		0.0000	0.00	
			0.00	
REMOTE DEPOSIT SERVICES			0.00	
REMOTE DEPOSIT MONTHLY MAINTENANCE	1	35.0000	35.00	
REMOTE DEPOSIT CREDITS POSTED	205	0.2500	51.25	
REMOTE CAPTURE ITEM	2,890	0.0500	144.50	Includes item processing
REMOTE DEPOSIT ITEMS RETRIEVED		0.0000	0.00	Retrieve images for up to 7 years with the RDC/RDN solution. RemitPlus Express provides access to images for up to 3 months with the option for the City to download the images.
REMOTE DEPOSIT - ON-US		0.0000	0.00	Included with item image capture
REMOTE DEPOSIT - TRANSIT		0.0000	0.00	Included with item image capture
SCANNER MO MAINTENANCE		0.0000	0.00	
			0.00	
DEPOSITORY SERVICES			0.00	
DEPOSITED CHECKS ON-US	1,585	0.1200	190.20	
DEPOSITED CHECKS - TRANSIT	5,573	0.1500	835.95	
NSF		35.0000	0.00	
DEPOSIT ADJUSTMENT		0.0000	0.00	
NIGHT DROP DEPOSIT		0.0000	0.00	
ONLINE RETURN ITEM MONTHLY MAINTENANCE		0.0000	0.00	
ONLINE RETURN ITEM SUBSCRIPTION - ACCOUNT		0.0000	0.00	
ONLINE RETURN ITEM SUBSCRIPTION - ITEM		0.0000	0.00	
RETURN ITEM CHARGEBACK	14	12.0000	168.00	
ONLINE RETURN ITEM RETREIVAL - IMAGE		0.0000	0.00	
ONLINE RETURN ITEM RETREIVAL - ITEM		0.0000	0.00	
RETURN ITEM REDEPOSITED	2	3.0000	6.00	
BRANCH CASH DEPOSIT/\$1		0.0015	0.00	
BRANCH CASH DEPOSIT VERIFICATION		0.0000	0.00	
DEPOSIT CORRECTION		0.0000	0.00	
CHANGE ORDER - COIN - BRANCH		0.1000	0.00	
CHANGE ORDER - CURRENCY - BRANCH		0.0025	0.00	
			0.00	
VAULT CASH-ONLY OR CHECK-ONLY DEPOSIT			0.00	
VAULT DEPOSIT MIXED			0.00	
VAULT COIN DEPOSITED - LOOSE			0.00	
VAULT COIN DEPOSITED - ROLL	2	0.1000	0.20	
VAULT DEPOSIT CORRECTION			0.00	
			0.00	
RECEIVABLES PRESENTMENT MAINTENANCE		0.0000	0.00	
			0.00	
LONG TERM STORAGE - PAYMENT		0.0000	0.00	
ATM CHECK DEPOSIT IMAGE		0.0000	0.00	
ATM CASH DEPOSIT IMAGE		0.0000	0.00	
			0.00	
POSITIVE PAY AND RECONCILIATION			0.00	
POSITIVE PAY ONLY MONTHLY MAINTENANCE			0.00	Included In Treasury Management
POSITIVE PAY WITH RECON MONTHLY MAINT.		0.0000	0.00	
POSITIVE PAY EXCEPTION	8	0.0000	0.00	Typically \$2.00 per exeception
POSITIVE PAY CHECKS RETURNED		0.0000	0.00	
PAYEE VALIDATION		0.0000	0.00	
POSITIVE PAY-CHECKS WITH NO ISSUE RECORD		0.0000	0.00	
ARP MONTHLY MAINTENANCE - FULL		0.0000	0.00	

First Financial Bank Account Analysis Service Charge Schedule

ACCOUNT MAINTENANCE

Account Maintenance	\$20.00
Deposits Posted	\$0.50
Instant Payment - Received	\$0.50
Lockbox Deposits Posted	\$0.50
Mobile Deposits Posted	\$1.00
Remote Deposits Posted	\$0.25
Items Deposited – On Us	\$0.12
Items Deposited – Transit	\$0.15
ACH Credits – Received	\$0.15
ACH Debits – Received	\$0.15
Checks Paid	\$0.15
Stop Payment	\$35.00
NSF Item	\$35.00
Redeposit – Returned Check	\$3.00
Instant Payment – Returned	\$4.50
Check Returned – Chargeback	\$12.00
Item Processing Reject/Correction	\$2.00
Duplicate Statement	\$10.00
Additional Statements/Cycle	\$5.00

CASH/VAULT SERVICES

Rolled Coin – per roll	\$0.10
Strapped Currency – per strap	\$0.40
Cash Deposited – per \$1000	\$1.50
Change Order – per \$100	\$0.25
Envelope Deposit – per env	\$1.00
Vault Cash Service/Supplies	Varies

WIRE SERVICES

Wire Transfer – Incoming	\$15.00
Wire Transfer – Outgoing / Outgoing Online	\$25.00/\$15.00
Wire Transfer – Outgoing Int'l / Int'l Online	\$50.00/\$40.00
Wire Transfer – Amendment – Dom/Int'l	\$15.00/\$25.00
Wire Transfer – Recall – Dom/Int'l	\$25.00/\$50.00
Drawdown Wire Initiation	\$25.00

BUSINESS ONLINE BANKING (BOB)

Business Online – Basic	\$0.00
Business Online – Enhanced	\$25.00
BOB – Enhanced per account over 10	\$3.00
Business Online – Treasury	\$65.00
BOB – Treasury per account over 25	\$2.00
BOB – Enh/Treas User (per Sch B) hard chg	\$5.00
EDI Reporting – per account*	\$10.00
eStatement ISO*	\$15.00

ACH ORIGATION SERVICES

ACH Origination Item – Enhanced (includes 25)	\$1.00
ACH Origination Item – Treasury	\$0.12
ACH Origination Item – Treasury Same Day	\$1.50
ACH File Reversal/Deletion	\$25.00
ACH Returned Debit/Credit Item	\$3.00
ACH Return Item Not Authorized	\$5.00

SMARTPAY EXPRESS

Setup Fee: ACH Only; Merchant Only; Both	\$50/75/100
Monthly (regardless of payment type)	\$65.00
Per Transaction in SPE	\$0.15

FRAUD PROTECTION SERVICES

Payment Manager – Positive Pay	Included in BOB Enhanced
Payment Manager – ACH Filter	& Treasury pricing
Payment Manager Exception Item	\$2.00

REMOTE DEPOSIT SERVICES

Remote Deposit Monthly	\$35.00
Remote Deposit Items – RDC/S/N	\$0.05
Mobile Remote Deposit – mRDC Items	(\$20 minimum) \$0.30
RemitPlus Express Monthly	\$200.00
RemitPlus Express Add'l Workstation	\$50.00
RemitPlus Express per Item	\$0.10

SWEEP SERVICES

ZBA Sweep – per account	\$25.00
Repo Account – per account	\$75.00
Loan Sweep – per account	\$100.00

SPECIAL SERVICES

Collection Item	\$15.00
Outgoing Draft	\$15.00
Cashier's Check	\$5.00
Money Order	\$5.00
Safekeeping Service	Varies
Money Service Business (MSB) Mgmt	\$600.00
MSB Account Maintenance	\$30.00
MSB Cash Handling	Varies
First Safe	\$95.00
First Safe Cash Handling/Vault	Varies
Deposit Acct Control Agrmt/Month**	\$250.00/\$500.00
Secure FTP Setup per Process	\$250.00
Secure FTP Monthly	\$50.00

CORRESPONDENT SERVICES

Image Premium Items	\$0.049
Image Cash Letter Items	\$0.027
Image CL Items Select	\$0.015

LOCKBOX SERVICES

Monthly Maintenance	\$150.00
Item Processed	\$0.54
Unprocessable/Reject Item	\$0.75
Payee Verification 1 – 10	\$0.05
Payee Verification > 10	\$0.10
Non-check Item Scan 200/300 DPI	\$0.10 – \$0.15
Correspondence Scanned	\$0.35
Incoming Express Mail/env	\$4.00
Data Entry Keystroke/char	\$0.01
Field Lookup/attempt	\$0.35
Special Handling – trans	quote
Online Access to Payments/mo.	\$60.00
Archive fee for >120-day	\$85.00
Archive Image – 1 to 10 years	\$0.005 – \$0.05
Deposit Report – email	\$100.00
File Transmission	\$5.00

Other Lockbox Fees quoted upon request

*If added on to BOB Basic; **Legal costs incurred will be passed on.

Tab 3

**Sample Monthly Statement | Sample
Account Analysis Statement**

Check your statement and enclosures, and report any discrepancies within thirty (30) days. Please direct any phone inquiries regarding your accounts to (855) 660-5862. Written inquiries should be sent to the address listed, attention: Research.

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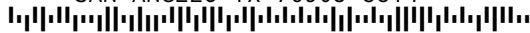
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31 9 SP 3.710 *0002339 S46
CITY OF SAN ANGELO
COMBINED FUNDS
72 W COLLEGE AVE
SAN ANGELO TX 76903-5814



ACCOUNT NUMBER	[REDACTED]
STATEMENT DATES	4/01/25-4/30/25
ENCLOSURES	492
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Funds Availability Policy Change in Terms Notice

The amount of funds that must be made available is changing due to inflation effective July 1, 2025. The adjusted amounts in the policy are changing from \$225 to \$275 and from \$5,525 to \$6,725.

To see the new policy, please visit: www.ffin.com/fundspolicy07012025

SUMMARY OF ACCOUNTS

Account Number	Account Description	Current Balance
[REDACTED]	Analysis Interest Public Fund	3,983,292.15

ACCOUNT SUMMARY

Analysis Interest Public Fund

Account Number	[REDACTED]	Statement Dates	4/01/25 thru 4/30/25
Previous Balance	4,551,324.73	Days in Statement Period	30
818 Deposits/Credits	23,656,510.21	Average Ledger	5,874,430.51
321 Checks/Debits	24,224,542.79	Average Collected	5,800,991.06
Monthly Maintain Fee	0.00		
Interest Pd This Stmt	0.00		
Ending Balance	3,983,292.15	2025 Interest Paid	108,217.45

Account Title:
City of San Angelo
Combined Funds

MISCELLANEOUS CREDITS

Date	Description	Amount
4/01	Transfer from XXX6003 to XXX5570: Conf #:25438198	169,666.22
4/01	MERCH DEP MERCHANT SERVICECCD 394750523988	19.37
4/01	MERCH DEP AMS INC CCD 000317730307751	75.00

Checkbook Reconciliation

CHECKS OUTSTANDING

[illegible]

ENTER

Balance This Statement

\$ _____

ADD

Recent Deposits

(Not Credited On This Statement)

\$ _____

\$

TOTAL

§

SUBTRACT

Checks Outstanding

§

BALANCE

\$

Should agree with your checkbook balance after deducting charges and adding credits included on this statement, but not shown in your checkbook.

PLEASE REPORT ANY DISCREPANCIES WITHIN 30 DAYS

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (855) 660-5862

or

Write us at PO Box 701, Abilene, Texas 79604

We are capable of handling WEB code, TEL code and paper check conversion transactions, which may or may not apply to your account. These transactions may be initiated by a third party (normally a merchant) that has provided you with goods, services, or is in the process of collecting an insufficient check. These transactions will appear on your statement like an ATM or debit card transaction. Your authorization to make these types of electronic fund transfers may be expressed in writing or implied through the posting of a sign. Merchants may also receive authorization by telephone or through the internet. You should use caution and only provide your bank and account information to trusted third parties that you have authorized to initiate electronic fund transfers. Third parties may charge fees disclosed to you. We have no control over third party fees.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

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CITY OF SAN ANGELO
COMBINED FUNDS
72 W COLLEGE AVE
SAN ANGELO TX 76903-5814

ACCOUNT NUMBER	
STATEMENT DATES	4/01/25-4/30/25
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MISCELLANEOUS CREDITS

Date	Description	Amount
4/01	MISC PAYCBP TREAS 310 CCD 756000659700508 RMR*IV*83513-178374 MAR25*PI*1 02.37\\	102.37
4/01	MERCH DEP AMS INC CCD 000317730307751	125.00
4/01	MERCH DEP AMS INC CCD 000317730306910	135.00
4/01	MERCH DEP AMS INC CCD 000317730307751	150.00
4/01	MERCH DEP AMS INC CCD 000317730303198	160.30
4/01	BILL PAYMTMETAVANTE CORP CCD 121917-42006	214.01
4/01	MERCH DEP AMS INC CCD 000317730306910	426.00
4/01	MISC PAYCBP TREAS 310 CCD 756000659700508 RMR*IV*83507-178368 MAR25*PI*4 79.91\\	479.91
4/01	MERCH DEP MERCHANT SERVICECCD 394750523987	575.00
4/01	MERCH DEP MERCHANT SERVICECCD 394750524009	785.00
4/01	Payouts toWalmart CCD 102454180015235	1,500.00
4/01	MERCH DEP AMS INC CCD 000317730306910	1,561.00
4/01	MISC PAYGSA TREAS 310 CCD 756000659470000 RMR*IV*LTX00147*PI*1718.63\\	1,718.63
4/01	MISC PAYCBP TREAS 310 CCD 756000659700508 RMR*IV*25SR756336803*PI*2117.6 6\\	2,117.66
4/01	MISC PAYGSA TREAS 310 CCD 756000659470000 RMR*IV*LTX00863*PI*3684.25\\	3,684.25
4/01	MERCH DEP AMS INC CCD 000317730279570	3,720.81
4/01	MERCH DEP AMS INC CCD 000317730279570	4,028.66
4/01	TRANSFER PAYMENTECH CCD	14,260.78

CITY OF SAN ANGELO
 COMBINED FUNDS
 72 W COLLEGE AVE
 SAN ANGELO TX 76903-5814

ACCOUNT NUMBER	
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MISCELLANEOUS CREDITS

Date	Description	Amount
	Invoi0004256482	
4/01	MISC PAYCBP TREAS 310 CCD 756000659700508 RMR*IV*25LDA112203*PI*16105.75 \\	16,105.75
4/01	MISC PAYCBP TREAS 310 CCD 756000659700508 RMR*IV*2597-I-3240103*PI*16195 .50\\	16,195.50
4/01	MERCH DEP AMS INC CCD 000317730284497	31,476.07
4/01	MERCH DEP AMS INC CCD 000317730279567	49,981.32
4/01	MERCH DEP AMS INC CCD 000317730279567	70,623.37
4/01	MERCH DEP AMS INC CCD 000317730279567	120,186.25
4/01	P221463 TEXAS TREAS TRUSCCD P221463	159,845.82
4/01	Deposit #	116.00
4/01	Deposit #	130.00
4/01	Deposit #	1,885.00
4/01	Deposit #	4,569.98
4/01	Deposit #	5,511.92
4/01	Deposit #	8,143.30
4/01	Remote Deposit	1,632.48
4/01	Remote Deposit	2,022.85
4/01	Remote Deposit	3,938.77
4/01	Remote Deposit	4,703.65
4/01	Remote Deposit	7,806.71
4/01	Remote Deposit	11,977.89
4/01	Remote Deposit	13,096.60
4/02	MERCH DEP AMS INC CCD 000317730296809	78.03
4/02	MERCH DEP AMS INC CCD 000317730296809	104.60
4/02	BILL PAYMTMETAVANTE CORP CCD 56073-15570	105.10
4/02	INV-PAYMTS TX DPT CRIML JST CTX 17560006599007 ISA~00~0000000000~00~0000000000 0~ZZ~1746000089 ~ZZ~JPMORG	109.80

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CITY OF SAN ANGELO
COMBINED FUNDS
72 W COLLEGE AVE
SAN ANGELO TX 76903-5814

ACCOUNT NUMBER	
STATEMENT DATES	4/01/25-4/30/25
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MISCELLANEOUS CREDITS

Date	Description	Amount
	\\	
4/30	MISC PAYCBP TREAS 310 CCD 756000659700508 RMR*IV*2597-I-3240104*PI*16195 .50\\	16,195.50
4/30	MERCH DEP AMS INC CCD 000317730303198	17,051.24
4/30	MERCH DEP AMS INC CCD 000317730284497	40,450.78
4/30	TRANSFER PAYMENTECH CCD Invoi0004256482	82,837.86
4/30	Deposit #	1,052.88
4/30	Deposit #	4,402.85
4/30	Deposit #	4,796.81
4/30	Deposit #	4,834.95
4/30	Remote Deposit	214.76
4/30	Remote Deposit	849.80
4/30	Remote Deposit	1,345.68
4/30	Remote Deposit	15,557.84
4/30	Remote Deposit	46,173.62
4/30	Remote Deposit	152,525.25
4/30	Remote Deposit	176,190.69

MISCELLANEOUS DEBITS

Date	Description	Amount
4/01	Outbound Wire - AETNA HEALTH INSURANCE	86,680.74-
4/01	Outbound Wire - AETNA HEALTH INSURANCE	117,801.55-
4/01	TRANSFER PAYMENTECH CCD Invoi0004256014	3.26-
4/01	TRANSFER PAYMENTECH CCD Invoi0004257509	771.56-
4/02	Outbound Wire - AETNA HEALTH INSURANCE	95,058.55-
4/02	Chargeback	87.97-
4/02	TRANSFER PAYMENTECH CCD Invoi0004256014	2.82-
4/02	TRANSFER PAYMENTECH CCD Invoi0004256014	8.10-
4/02	TRANSFER PAYMENTECH CCD	11.71-

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CITY OF SAN ANGELO
COMBINED FUNDS
72 W COLLEGE AVE
SAN ANGELO TX 76903-5814

ACCOUNT NUMBER	
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MISCELLANEOUS DEBITS		
Date	Description	Amount
	Invoi0004256014	
4/02	BILLING AUTHNET GATEWAY CCD 141529986	20.00-
4/02	BILLING AUTHNET GATEWAY CCD 141566009	22.30-
4/02	BILLING AUTHNET GATEWAY CCD 141565998	38.60-
4/02	BILLING AUTHNET GATEWAY CCD 141529987	137.00-
4/02	MERCH FEE MERCHANT SERVICECCD 394750528039	190.81-
4/02	MERCH FEE MERCHANT SERVICECCD 394750524613	190.81-
4/02	MERCH FEE MERCHANT SERVICECCD 394750523958	190.81-
4/02	MERCH FEE MERCHANT SERVICECCD 394750523991	190.81-
4/02	MERCH FEE MERCHANT SERVICECCD 394750523990	190.81-
4/02	MERCH FEE MERCHANT SERVICECCD 394750523985	190.81-
4/02	MERCH FEE MERCHANT SERVICECCD 394750523986	190.81-
4/02	MERCH FEE MERCHANT SERVICECCD 394750530363	244.49-
4/02	MERCH FEE MERCHANT SERVICECCD 394750537740	431.40-
4/02	TRANSFER PAYMENTECH CCD Invoi0004257509	464.50-
4/02	MERCH FEE MERCHANT SERVICECCD 394750523988	677.78-
4/02	MERCH FEE MERCHANT SERVICECCD 394750524009	1,308.20-
4/02	MERCH FEE MERCHANT SERVICECCD 394750523987	2,129.47-
4/02	MERCH FEE MERCHANT SERVICECCD 394750523871	4,487.52-
4/02	VENDOR PMTNVOICEPAY CCD 250401144107312	16,180.92-
4/02	VENDOR PMTNVOICEPAY CCD 250402004221584	63,094.73-
4/03	TRANSFER PAYMENTECH CCD	5.13-

CITY OF SAN ANGELO
COMBINED FUNDS
72 W COLLEGE AVE
SAN ANGELO TX 76903-5814

ACCOUNT NUMBER	
STATEMENT DATES	4/01/25-4/30/25
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MISCELLANEOUS DEBITS

Date	Description	Amount
4/25	TRANSFER PAYMENTECH CCD Invoi0004257509	731.11-
4/25	VENDOR PMTNVOICEPAY CCD 250425004244780	239,432.81-
4/28	Outbound Wire - BLX GROUP LLC	1,500.00-
4/28	Outbound Wire - AETNA HEALTH INSURANCE	137,163.43-
4/28	TRANSFER PAYMENTECH CCD Invoi0004256014	2.21-
4/28	TRANSFER PAYMENTECH CCD Invoi0004257509	110.10-
4/28	MERCH DEP MERCHANT SERVICECCD 394750523988	183.20-
4/28	BILL PAY FRONTIER COMMUNICCD 20936618681	4,736.33-
4/29	Outbound Wire - AETNA HEALTH INSURANCE	137,654.53-
4/29	Transfer from XXX5570 to XXX5588: Conf #:25774383	3,662,202.59-
4/29	TRANSFER PAYMENTECH CCD Invoi0004256014	1.59-
4/29	TRANSFER PAYMENTECH CCD Invoi0004257509	122.79-
4/30	Outbound Wire - AETNA HEALTH INSURANCE	45,623.39-
4/30	Outbound Wire - AETNA LIFE INSURANCE CO.	162,871.49-
4/30	Outbound Wire - AETNA LIFE INSURANCE CO.	163,720.92-
4/30	Chargeback	174.54-
4/30	TRANSFER PAYMENTECH CCD Invoi0004256014	2.51-
4/30	TRANSFER PAYMENTECH CCD Invoi0004256014	11.93-
4/30	TRANSFER PAYMENTECH CCD Invoi0004257509	223.22-

CHECKS IN SERIAL NUMBER ORDER

Date	Check Number	Amount	Date	Check Number	Amount
4/30	715992	24.07	4/03	718194*	25.00

(*) Denotes missing check numbers

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CITY OF SAN ANGELO
COMBINED FUNDS
72 W COLLEGE AVE
SAN ANGELO TX 76903-5814

ACCOUNT NUMBER	
STATEMENT DATES	4/01/25-4/30/25
ENCLOSURES	492
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CHECKS IN SERIAL NUMBER ORDER (continued)

Date	Check Number	Amount	Date	Check Number	Amount
4/08	718221*	35.00	4/28	720413*	892.87
4/07	719185*	48.21	4/07	720414	1,581.52
4/11	719306*	120.00	4/07	720556*	1,500.00
4/10	719491*	70.00	4/04	720557	468.00
4/11	719494*	175.00	4/04	720559*	2,197.06
4/01	719563*	31.12	4/08	720560	40.00
4/10	719696*	60.00	4/08	720562*	76.00
4/07	719716*	472.86	4/03	720567*	170.00
4/02	719728*	74.26	4/03	720568	55.00
4/02	719729	12.84	4/03	720569	55.00
4/02	719731*	101.41	4/04	720570	323.00
4/07	719734*	81.72	4/08	720571	804.52
4/18	719735	10.59	4/04	720572	1,256.72
4/01	719736	3.82	4/14	720573	323.00
4/23	719738*	12.17	4/07	720574	804.52
4/11	719873*	245.00	4/01	720575	3,980.85
4/10	719877*	80.00	4/03	720576	705.00
4/10	719897*	20.44	4/08	720577	1,544.88
4/10	720068*	70.00	4/07	720578	2,479.10
4/01	720104*	58.08	4/07	720579	63.99
4/03	720198*	374.00	4/25	720580	320.00
4/14	720200*	333.00	4/11	720581	1,457.52
4/14	720203*	1,105.23	4/18	720583*	5.01
4/03	720205*	374.00	4/14	720599*	99.66
4/14	720215*	280.00	4/15	720600	17.80
4/03	720232*	70.00	4/22	720604*	40.24
4/03	720233	70.00	4/10	720606*	16.01
4/04	720236*	73.24	4/18	720608*	472.27
4/01	720237	21.58	4/14	720609	87.89
4/30	720238	58.50	4/28	720610	44.22
4/04	720246*	81.12	4/08	720730*	200.00
4/08	720248*	31.12	4/07	720731	3,825.00
4/07	720249	55.39	4/28	720732	819.00
4/24	720252*	42.72	4/10	720733	100.00
4/02	720378*	177.50	4/15	720734	100.00
4/18	720382*	245.00	4/23	720735	2,000.00
4/07	720385*	108.60	4/17	720736	85.00
4/03	720388*	340.00	4/17	720737	55.00
4/11	720392*	29.10	4/17	720738	55.00
4/08	720404*	73.28	4/17	720739	55.00
4/08	720405	77.21	4/17	720740	55.00
4/09	720406	62.42	4/17	720741	55.00
4/08	720407	61.95	4/17	720742	55.00
4/25	720408	81.72	4/21	720743	374.00
4/03	720409	86.49	4/07	720744	323.00
4/14	720410	18.80	4/16	720745	1,026.37

(*) Denotes missing check numbers

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CITY OF SAN ANGELO
COMBINED FUNDS
72 W COLLEGE AVE
SAN ANGELO TX 76903-5814

ACCOUNT NUMBER	
STATEMENT DATES	4/01/25-4/30/25
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DAILY ENDING BALANCE					
Date	Balance	Date	Balance	Date	Balance
4/01	5,077,426.37	4/11	6,444,796.44	4/22	5,409,100.26
4/02	5,301,637.05	4/14	5,003,113.40	4/23	5,896,931.20
4/03	4,747,133.29	4/15	11,958,493.49	4/24	6,606,058.40
4/04	5,064,529.26	4/16	7,246,584.52	4/25	6,698,948.96
4/07	5,246,624.47	4/17	7,068,360.99	4/28	6,939,434.92
4/08	7,054,946.61	4/18	5,049,073.27	4/29	2,911,462.15
4/09	5,548,739.39	4/21	5,291,447.25	4/30	3,983,292.15
4/10	5,528,624.09				

DEPOSIT TICKET
DATE: 03-31-25
CITY OF SAN ANGELO
COMBINED FUNDS
301 W BEAUREGARD AVE
SAN ANGELO, TX 76903
FIRST FINANCIAL BANK
855-660-5862
DEPOSIT AMOUNT: \$116.00
TOTAL: \$116.00
DEPOSIT: 0 Date: 4/1/2025 Amount: \$116.00

DEPOSIT TICKET
DATE: 03-31-25
CITY OF SAN ANGELO
COMBINED FUNDS
301 W BEAUREGARD AVE
SAN ANGELO, TX 76903
FIRST FINANCIAL BANK
855-660-5862
DEPOSIT AMOUNT: \$130.00
TOTAL: \$130.00
DEPOSIT: 0 Date: 4/1/2025 Amount: \$130.00

First Financial BK
First Financial, City of San Angelo, TX 76903
Account Number: [REDACTED]
Created on 04-01-2025 at 13:43 by RPE_yyanez
Deposited 7 checks totaling \$1,632.48
;11130112; ;0000163248;

DEPOSIT TICKET
DATE: 03-31-25
CITY OF SAN ANGELO
COMBINED FUNDS
301 W BEAUREGARD AVE
SAN ANGELO, TX 76903
FIRST FINANCIAL BANK
855-660-5862
DEPOSIT AMOUNT: \$1885.00
TOTAL: \$1885.00
DEPOSIT: 0 Date: 4/1/2025 Amount: \$1885.00

First Financial BK
First Financial, City of San Angelo, TX 76903
Account Number: [REDACTED]
Created on 04-01-2025 at 13:43 by RPE_yyanez
Deposited 4 checks totaling \$2,022.85
;11130112; ;0000202285;

Remote Deposit
City of San Angelo
Cashier 50-B
72 W College Ave
San Angelo, TX 76903
325-657-4251
Date: 4/1/2025
Items: 20
Amount: \$3,938.77
Batch ID: 23586089574
Account: [REDACTED]
Acct Nu: [REDACTED]

DEPOSIT TICKET
DATE: 03-31-25
CITY OF SAN ANGELO
COMBINED FUNDS
301 W BEAUREGARD AVE
SAN ANGELO, TX 76903
FIRST FINANCIAL BANK
855-660-5862
DEPOSIT AMOUNT: \$4569.98
TOTAL: \$4569.98
DEPOSIT: 0 Date: 4/1/2025 Amount: \$4569.98

Electronic Deposit Ticket - RemitPlus
First Financial BK
City of San Angelo, TX 76903
Account Number: [REDACTED]
11 checks totaling \$4,703.65
Created on 04-01-2025 at 01:36 PM by RPE_yyanez
;11130112;

DEPOSIT TICKET
DATE: 03-31-25
CITY OF SAN ANGELO
COMBINED FUNDS
301 W BEAUREGARD AVE
SAN ANGELO, TX 76903
FIRST FINANCIAL BANK
855-660-5862
DEPOSIT AMOUNT: \$5511.92
TOTAL: \$5511.92
DEPOSIT: 0 Date: 4/1/2025 Amount: \$5511.92

Remote Deposit
City of San Angelo
A/R
72 W College Ave
San Angelo, TX 76903
325-657-4251
Date: 4/1/2025
Items: 52
Amount: \$7,806.71
Batch ID: 23584251166
Account: [REDACTED]
Acct Nu: [REDACTED]

DEPOSIT TICKET
DATE: 03-31-25
CITY OF SAN ANGELO
COMBINED FUNDS
301 W BEAUREGARD AVE
SAN ANGELO, TX 76903
FIRST FINANCIAL BANK
855-660-5862
DEPOSIT AMOUNT: \$8143.30
TOTAL: \$8143.30
DEPOSIT: 0 Date: 4/1/2025 Amount: \$8143.30

Remote Deposit
City of San Angelo
Night Drop
72 W College Ave
San Angelo, TX 76903
325-657-4251
Date: 4/1/2025
Items: 58
Amount: \$11,977.89
Batch ID: 23594996894
Account: [REDACTED]
Acct Nu: [REDACTED]

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719491
02/12/2025
\$*****70.00

SEVENTY AND 00/100 DOLLARS

PAY TO THE ORDER OF GARCIA, BAILEY
3045 HIGH MEADOW DR
SAN ANGELO TX 76904

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719491 1113011220

Number: 719491 Date: 4/10/2025 Amount: \$70.00

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719494
02/12/2025
\$*****175.00

ONE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF HERNANDEZ, MARIO
141 ESTELLA DR
SAN ANGELO TX 76903

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719494 1113011220

Number: 719494 Date: 4/11/2025 Amount: \$175.00

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719563
02/12/2025
\$*****31.12

THIRTY ONE AND 12/100 DOLLARS

PAY TO THE ORDER OF SHANNON, MATHEW K.
5806 WILLEKE DR
SAN ANGELO TX 76904

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719563 1113011220

Number: 719563 Date: 4/1/2025 Amount: \$31.12

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719696
02/20/2025
\$*****60.00

SIXTY AND 00/100 DOLLARS

PAY TO THE ORDER OF GARCIA, BAILEY
3945 HIGH MEADOW DR
SAN ANGELO TX 76904

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719696 1113011220

Number: 719696 Date: 4/10/2025 Amount: \$60.00

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719716
02/20/2025
\$*****472.86

FOUR HUNDRED SEVENTY TWO AND 86/100 DOLLARS

PAY TO THE ORDER OF Liberty Diagnostics LLC
PO Box 11799
Fort Worth TX 76114-0799

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719716 1113011220

Number: 719716 Date: 4/7/2025 Amount: \$472.86

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719728
02/20/2025
\$*****74.26

SEVENTY FOUR AND 26/100 DOLLARS

PAY TO THE ORDER OF LEAP PROPERTY MANAGEMENT
215 BETCHAN ST
LAKE DALLAS TX 75065

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719728 1113011220

Number: 719728 Date: 4/2/2025 Amount: \$74.26

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719729
02/20/2025
\$*****12.84

TWELVE AND 84/100 DOLLARS

PAY TO THE ORDER OF MENDEZ, ERICA & MARSHALL
5827 DOMINION RIDGE CIR
SAN ANGELO TX 76904

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719729 1113011220

Number: 719729 Date: 4/2/2025 Amount: \$12.84

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719731
02/20/2025
\$*****101.41

ONE HUNDRED ONE AND 41/100 DOLLARS

PAY TO THE ORDER OF MILLS, KIMBERLY M
5315 PECAN VALLEY LN
SAN ANGELO TX 76904

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719731 1113011220

Number: 719731 Date: 4/2/2025 Amount: \$101.41

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719734
02/20/2025
\$*****81.72

EIGHTY ONE AND 72/100 DOLLARS

PAY TO THE ORDER OF PROVIDENCE LAND SERVICES
6400 BRIARWOOD AVE
MIDLAND TX 79707

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719734 1113011220

Number: 719734 Date: 4/7/2025 Amount: \$81.72

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719735
02/20/2025
\$*****10.59

TEN AND 59/100 DOLLARS

PAY TO THE ORDER OF RCGA LLC
P.O. BOX 4698
LOGAN UT 84323

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719735 1113011220

Number: 719735 Date: 4/18/2025 Amount: \$10.59

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719736
02/20/2025
\$*****3.82

THREE AND 82/100 DOLLARS

PAY TO THE ORDER OF REYNA RODRIGUEZ, ROMAN
2845 MCGILL BLVD
SAN ANGELO TX 76905

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719736 1113011220

Number: 719736 Date: 4/1/2025 Amount: \$3.82

THIS CHECK IS VOID WITHOUT A BLUE AND RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW.

CITY OF SAN ANGELO
SAN ANGELO, TEXAS

CHECK NUMBER 719738
02/20/2025
\$*****12.17

TWELVE AND 17/100 DOLLARS

PAY TO THE ORDER OF TORREZ PIZANO, JAIME
609 N CLEVELAND ST
AMARILLO TX 79107

CITY MANAGER (REQUIRED IF OVER \$25,000)
DIRECTOR OF FINANCE
J. M. MURPHY

First Financial Bank of San Angelo, TX 76903

719738 1113011220

Number: 719738 Date: 4/23/2025 Amount: \$12.17

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PO Box 701, Abilene, TX 79604

RETURN SERVICE REQUESTED

222 1 AB 0.588 *0000222 S5
 CITY OF SAN ANGELO
 COMBINED FUNDS
 72 W COLLEGE AVE
 SAN ANGELO TX 76903-5814



INDIVIDUAL SUMMARY ANALYSIS
 APRIL 2025

City of San Angelo
 Combined Funds
 72 W College Ave
 San Angelo TX 76903-5814

DATE PREPARED 5/12/25
 DAYS IN STATEMENT CYCLE 30
 PUBLIC FUNDS - HYBRID

OFFICER: Chris Evatt
 PHONE NO: (325) 627-7000
 BRANCH: 63

AVERAGE DAILY LEDGER BALANCE	5,874,430.51
LESS AVERAGE DAILY FLOAT	73,439.45
AVERAGE DAILY COLLECTED BALANCE	5,800,991.06
LESS REQUIRED RESERVES 10.000%	580,099.10
AVERAGE NET COLLECTED BALANCE	5,220,891.96

EARNINGS ON		\$5,220,891.96		
		AT 1.000000%		
		4,291.14		
SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
<u>ACCOUNT SERVICES</u>				
Account Maintenance	1	20.0000	20.00	24,333.33
Regulatory Balance Charge			240.06	292,073.00
Deposits Posted	126	.5000	63.00	76,650.00
Remote Deposits Posted	180	.2500	45.00	54,750.00
Items Deposited - On Us	1319	.1200	158.28	192,574.00
Items Deposited - Transit	4732	.1500	709.80	863,590.00
ACH Credits - Received	499	.1500	74.85	91,067.50
ACH Debits - Received	100	.1500	15.00	18,250.00
Checks Paid	185	.1500	27.75	33,762.50
Redeposit - Returned Check	1	3.0000	3.00	3,650.00
Check Returned - Chargeback	8	12.0000	96.00	116,800.00
Additional Statements/Cycle			.00	
<u>CASH/VAULT SERVICES</u>				
Rolled Coin - per roll	20	.1000	2.00	2,433.33
Strapped Currency - per strap	1	.4000	.40	486.67
<u>WIRE SERVICES</u>				
Wire Online - Outgoing	17	15.0000	255.00	310,250.00
<u>BUSINESS ONLINE BANKING</u>				
Business Online - Treasury	1	65.0000	65.00	79,083.33
<u>ACH ORIGATION SERVICES</u>				
ACH Origination	1	.0000	.00	
ACH Orig Item - Treasury	2190	.0000	.00	
<u>FRAUD PROTECTION</u>				

FIRST FINANCIAL BANK
 MEMBER FDIC

PO Box 701, Abilene, TX 79604

Payment Manager Exception Item	4	.0000	.00	
<u>REMOTE DEPOSIT SERVICES</u>				
Remote Deposit - Standard	1	35.0000	35.00	42,583.33
Remote Deposit Item - Standard	2473	.0500	123.65	150,440.83
RemitPlus Express Monthly	1	200.0000	200.00	243,333.33
RemitPlus Items Scanned	8906	.0000	.00	
<u>SPECIAL SERVICES</u>				
Safekeeping Service			80.00	97,333.33
TOTAL SERVICES AND REQUIRED BALANCES			2,213.79	2,693,444.48
CURRENT MONTH NET EXCESS			2,077.35	
CURRENT NET EXCESS			2,077.35	
EXCESS EARNINGS INTEREST SUMMARY				
EXCESS EARNINGS BALANCE LESS RESERVES		2,527,447.48		
EXCESS EARNINGS INTEREST RATE		4.311800%		
EXCESS EARNINGS INTEREST CREDITED		8,957.14		
EXCESS EARNINGS INTEREST APPLIED TO GROUP				



PO Box 701, Abilene, TX 79604

INDIVIDUAL SUMMARY ANALYSIS
APRIL 2025

City of San Angelo
Payroll
72 W College Ave
San Angelo TX 76903-5814

DATE PREPARED 5/12/25
DAYS IN STATEMENT CYCLE 30
PUBLIC FUNDS - HYBRID
[REDACTED]

OFFICER: Chris Evatt
PHONE NO: (325) 627-7000
BRANCH: 63

AVERAGE DAILY LEDGER BALANCE	618,524.35
LESS AVERAGE DAILY FLOAT	.00
AVERAGE DAILY COLLECTED BALANCE	618,524.35
LESS REQUIRED RESERVES 10.000%	61,852.43
AVERAGE NET COLLECTED BALANCE	556,671.92

EARNINGS ON		\$556,671.92		
		AT 1.000000%		457.53
SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
<u>ACCOUNT SERVICES</u>				
Account Maintenance	1	20.0000	20.00	24,333.33
Regulatory Balance Charge			25.27	30,745.17
ACH Debits - Received	7	.1500	1.05	1,277.50
Checks Paid	6	.1500	.90	1,095.00
Additional Statements/Cycle			.00	
<u>WIRE SERVICES</u>				
Wire Online - Outgoing	26	15.0000	390.00	474,500.00
TOTAL SERVICES AND REQUIRED BALANCES			437.22	531,951.00
CURRENT MONTH NET EXCESS			20.31	
CURRENT NET EXCESS			20.31	

EXCESS EARNINGS INTEREST SUMMARY	
EXCESS EARNINGS BALANCE LESS RESERVES	24,720.92
EXCESS EARNINGS INTEREST RATE	4.311800%
EXCESS EARNINGS INTEREST CREDITED	87.61
EXCESS EARNINGS INTEREST APPLIED TO GROUP	
LAST PAGE	



PO Box 701, Abilene, TX 79604

INDIVIDUAL SUMMARY ANALYSIS
APRIL 2025

City of San Angelo
Employee Benefit
72 W College Ave
San Angelo TX 76903-5814

DATE PREPARED 5/12/25
DAYS IN STATEMENT CYCLE 30
PUBLIC FUNDS - HYBRID
[REDACTED]

OFFICER: Chris Evatt
PHONE NO: (325) 627-7000
BRANCH: 63

AVERAGE DAILY LEDGER BALANCE	3,000.00
LESS AVERAGE DAILY FLOAT	.00
AVERAGE DAILY COLLECTED BALANCE	3,000.00
LESS REQUIRED RESERVES 10.000%	300.00
AVERAGE NET COLLECTED BALANCE	2,700.00

EARNINGS ON		\$2,700.00		
		AT 1.000000%		2.22
SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
<u>ACCOUNT SERVICES</u>				
Account Maintenance	1	20.0000	20.00	24,333.33
Regulatory Balance Charge			.12	146.00
Additional Statements/Cycle			.00	
TOTAL SERVICES AND REQUIRED BALANCES			20.12	24,479.33
CURRENT MONTH NET LOSS			17.90-	21,778.33
ACCOUNT CHARGED THE 15th OR NEXT BUSINESS DAY			17.90-	

EXCESS EARNINGS INTEREST SUMMARY	
EXCESS EARNINGS BALANCE LESS RESERVES	21,779.33-
EXCESS EARNINGS INTEREST RATE	4.311800%
EXCESS EARNINGS INTEREST CREDITED	77.18-
EXCESS EARNINGS INTEREST APPLIED TO GROUP	



PO Box 701, Abilene, TX 79604

INDIVIDUAL SUMMARY ANALYSIS
APRIL 2025

City of San Angelo
ACH
72 W College Ave
San Angelo TX 76903-5814

DATE PREPARED 5/12/25
DAYS IN STATEMENT CYCLE 30
PUBLIC FUNDS - HYBRID
[REDACTED]

OFFICER: Chris Evatt
PHONE NO: (325) 627-7000
BRANCH: 63

AVERAGE DAILY LEDGER BALANCE	105,810.03
LESS AVERAGE DAILY FLOAT	.00
AVERAGE DAILY COLLECTED BALANCE	105,810.03
LESS REQUIRED RESERVES 10.000%	10,581.00
AVERAGE NET COLLECTED BALANCE	95,229.03

EARNINGS ON	\$95,229.03
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AT 1.000000%	78.27
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SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
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ACCOUNT SERVICES

Account Maintenance	1	20.0000	20.00	24,333.33
Regulatory Balance Charge			4.32	5,256.00
ACH Debits - Received	5	.1500	.75	912.50
Additional Statements/Cycle			.00	

TOTAL SERVICES AND REQUIRED BALANCES	25.07	30,501.83
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CURRENT MONTH NET EXCESS	53.20
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CURRENT NET EXCESS	53.20
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EXCESS EARNINGS INTEREST SUMMARY
EXCESS EARNINGS BALANCE LESS RESERVES
EXCESS EARNINGS INTEREST RATE
EXCESS EARNINGS INTEREST CREDITED
EXCESS EARNINGS INTEREST APPLIED TO GROUP
LAST PAGE

64,727.20
4.311800%
229.39



PO Box 701, Abilene, TX 79604

INDIVIDUAL SUMMARY ANALYSIS
APRIL 2025

City of San Angelo
Ambulance Lock Box
72 W College Ave
San Angelo TX 76903-5814

DATE PREPARED 5/12/25
DAYS IN STATEMENT CYCLE 30
PUBLIC FUNDS - HYBRID
[REDACTED]

OFFICER: Chris Evatt
PHONE NO: (325) 627-7000
BRANCH: 63

AVERAGE DAILY LEDGER BALANCE	40,222.71
LESS AVERAGE DAILY FLOAT	305.01
AVERAGE DAILY COLLECTED BALANCE	39,917.70
LESS REQUIRED RESERVES 10.000%	3,991.77
AVERAGE NET COLLECTED BALANCE	35,925.93

EARNINGS ON		\$35,925.93		
		AT 1.000000%		
		29.52		
SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
ACCOUNT SERVICES				
Account Maintenance	1	20.0000	20.00	24,333.33
Regulatory Balance Charge			1.64	1,995.33
Remote Deposits Posted	3	.2500	.75	912.50
Items Deposited - Transit	11	.1500	1.65	2,007.50
ACH Credits - Received	2	.1500	.30	365.00
Additional Statements/Cycle			.00	
TOTAL SERVICES AND REQUIRED BALANCES			24.34	29,613.66
CURRENT MONTH NET EXCESS			5.18	
CURRENT NET EXCESS			5.18	

EXCESS EARNINGS INTEREST SUMMARY
 EXCESS EARNINGS BALANCE LESS RESERVES 6,312.27
 EXCESS EARNINGS INTEREST RATE 4.311800%
 EXCESS EARNINGS INTEREST CREDITED 22.37
 EXCESS EARNINGS INTEREST APPLIED TO GROUP
 LAST PAGE



PO Box 701, Abilene, TX 79604

INDIVIDUAL SUMMARY ANALYSIS
APRIL 2025

City of San Angelo
Ambulance Account
72 W College Ave
San Angelo TX 76903-5814

DATE PREPARED 5/12/25
DAYS IN STATEMENT CYCLE 30
PUBLIC FUNDS - HYBRID
[REDACTED]

OFFICER: Chris Evatt
PHONE NO: (325) 627-7000
BRANCH: 63

AVERAGE DAILY LEDGER BALANCE	203,304.42
LESS AVERAGE DAILY FLOAT	673.48
AVERAGE DAILY COLLECTED BALANCE	202,630.94
LESS REQUIRED RESERVES 10.000%	20,263.09
AVERAGE NET COLLECTED BALANCE	182,367.85

EARNINGS ON		\$182,367.85		
		AT 1.000000%		
		149.89		
SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
ACCOUNT SERVICES				
Account Maintenance	1	20.0000	20.00	24,333.33
Regulatory Balance Charge			8.30	10,098.33
Remote Deposits Posted	9	.2500	2.25	2,737.50
Items Deposited - On Us	13	.1200	1.56	1,898.00
Items Deposited - Transit	60	.1500	9.00	10,950.00
ACH Credits - Received	199	.1500	29.85	36,317.50
ACH Debits - Received	10	.1500	1.50	1,825.00
TOTAL SERVICES AND REQUIRED BALANCES			72.46	88,159.66
CURRENT MONTH NET EXCESS			77.43	
CURRENT NET EXCESS			77.43	

EXCESS EARNINGS INTEREST SUMMARY
 EXCESS EARNINGS BALANCE LESS RESERVES 94,208.19
 EXCESS EARNINGS INTEREST RATE 4.311800%
 EXCESS EARNINGS INTEREST CREDITED 333.87
 EXCESS EARNINGS INTEREST APPLIED TO GROUP
 LAST PAGE



PO Box 701, Abilene, TX 79604

INDIVIDUAL SUMMARY ANALYSIS
APRIL 2025

City of San Angelo
Billing Account
72 W College Ave
San Angelo TX 76903-5814

DATE PREPARED 5/12/25
DAYS IN STATEMENT CYCLE 30
PUBLIC FUNDS - HYBRID
[REDACTED]

OFFICER: Chris Evatt
PHONE NO: (325) 627-7000
BRANCH: 63

AVERAGE DAILY LEDGER BALANCE	103,190.03
LESS AVERAGE DAILY FLOAT	.00
AVERAGE DAILY COLLECTED BALANCE	103,190.03
LESS REQUIRED RESERVES 10.000%	10,319.00
AVERAGE NET COLLECTED BALANCE	92,871.03

EARNINGS ON	\$92,871.03
AT 1.000000%	76.33

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
<u>ACCOUNT SERVICES</u>				
Account Maintenance	1	20.0000	20.00	24,333.33
Regulatory Balance Charge			4.21	5,122.17
ACH Credits - Received	32	.1500	4.80	5,840.00
TOTAL SERVICES AND REQUIRED BALANCES			29.01	35,295.50
CURRENT MONTH NET EXCESS			47.32	
CURRENT NET EXCESS			47.32	

EXCESS EARNINGS INTEREST SUMMARY	
EXCESS EARNINGS BALANCE LESS RESERVES	57,575.53
EXCESS EARNINGS INTEREST RATE	4.311800%
EXCESS EARNINGS INTEREST CREDITED	204.05
EXCESS EARNINGS INTEREST APPLIED TO GROUP	



PO Box 701, Abilene, TX 79604

GROUP SUMMARY ANALYSIS
APRIL 2025

City of San Angelo
Combined Funds
72 W College Ave
San Angelo TX 76903-5814

DATE PREPARED 5/12/25
DAYS IN STATEMENT CYCLE 30
PUBLIC FUNDS - HYBRID
[REDACTED]

OFFICER: Chris Evatt
PHONE NO: (325) 627-7000
BRANCH: 63

AVERAGE DAILY LEDGER BALANCE	6,948,482.05
LESS AVERAGE DAILY FLOAT	74,417.94
AVERAGE DAILY COLLECTED BALANCE	6,874,064.11
LESS REQUIRED RESERVES	687,406.39
AVERAGE NET COLLECTED BALANCE	6,186,657.72

EARNINGS ON	\$6,186,657.72
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5,084.90

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
<u>ACCOUNT SERVICES</u>				
Account Maintenance	7	20.0000	140.00	
Regulatory Balance Charge			283.92	
Deposits Posted	126	.5000	63.00	
Remote Deposits Posted	192	.2500	48.00	
Items Deposited - On Us	1332	.1200	159.84	
Items Deposited - Transit	4803	.1500	720.45	
ACH Credits - Received	732	.1500	109.80	
ACH Debits - Received	122	.1500	18.30	
Checks Paid	191	.1500	28.65	
Redeposit - Returned Check	1	3.0000	3.00	
Check Returned - Chargeback	8	12.0000	96.00	
Additional Statements/Cycle			.00	
Additional Statements/Cycle			.00	
<u>CASH/VAULT SERVICES</u>				
Rolled Coin - per roll	20	.1000	2.00	
Strapped Currency - per strap	1	.4000	.40	
<u>WIRE SERVICES</u>				
Wire Online - Outgoing	43	15.0000	645.00	
<u>BUSINESS ONLINE BANKING</u>				
Business Online - Treasury	1	65.0000	65.00	
<u>ACH ORIGATION SERVICES</u>				
ACH Origination	1	.0000	.00	
ACH Orig Item - Treasury	2190	.0000	.00	
<u>FRAUD PROTECTION</u>				
Payment Manager Exception Item	4	.0000	.00	
<u>REMOTE DEPOSIT SERVICES</u>				
Remote Deposit - Standard	1	35.0000	35.00	
Remote Deposit Item - Standard	2473	.0500	123.65	
RemitPlus Express Monthly	1	200.0000	200.00	
RemitPlus Items Scanned	8906	.0000	.00	



PO Box 701, Abilene, TX 79604

SPECIAL SERVICES

Safekeeping Service	80.00
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TOTAL SERVICES AND REQUIRED BALANCES	2,822.01
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CURRENT MONTH NET EXCESS	2,262.89
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CURRENT NET EXCESS	2,262.89
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EXCESS EARNINGS INTEREST SUMMARY	
EXCESS EARNINGS INTEREST CREDITED FROM ACCTS	9,757.25

ACCOUNTS INCLUDED:



Tab 4

First Financial Bank - Bank Depository Agreement | Collateral Security Agreement

BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (this “Agreement”), is made and entered into effective October 1, 2025 (the “Effective Date”), by and between City of San Angelo (“Depositor”) and First Financial Bank, a Texas state banking association (“Bank”).

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Appointment of Depository and Term.

Depositor designates Bank as a depository for the period beginning October 1, 2025 and continuing until this Agreement has been canceled in accordance with the provisions hereof, for certain accounts established by Depositor with Bank. The term of this Agreement (the “Term”) shall be Three (3) years with 2 possible extension each for One (1) years as defined in Depositor’s Request for Proposal dated June 3, 2025 (the “RFP”), unless the parties mutually agree to an extension of the Term of this Agreement, if such extension is allowed by applicable law. If the parties agree to such an extension of the Term, then the parties shall either execute an addendum to this Agreement or other written evidence stating that the parties have agreed to an extension, the statutory or other legal authority for such extension and the date upon which such extension of the Term expires.

During the Term of this Agreement, Depositor will, through appropriate action of its governing body, designate the officer or officers who, individually or jointly, will be authorized to represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement.

2. Establishment of Accounts.

Depositor shall deposit such of its funds as it may choose with Bank, and Bank shall receive such deposits as interest or non-interest bearing demand deposit accounts, limited transaction accounts, and/or time deposit accounts, as designated by Depositor. Each account type is subject to payment in accordance with Bank’s terms and conditions for such account type unless varied by an agreement with Depositor.

3. Depository Services; Depositor Records; Fees.

Subject to the particular terms and conditions of the account type chosen, Bank shall pay to the order of Depositor upon proper presentation of checks, drafts or vouchers lawfully drawn, all or any portion of the available funds of Depositor on deposit with Bank.

Bank statements, check images, deposit slips, debit and credit notices, notices of interest earned, and any other related documentation, or images thereof, shall be retained by Bank for a period of 7 years after the date of receipt of the items. To the extent permitted by law, Bank shall make all records, books, and supporting documents, or images thereof, pertaining to services applicable to Depositor accounts and transactions pursuant to this

Agreement available upon reasonable notice at any reasonable time during the term of this Agreement, to Depositor and its designated representatives. To the extent permitted by law, Depositor shall have the right to receive copies of any of such documents.

To determine charges for services rendered, Bank may utilize an earnings credit rate on Bank's account analysis system, determined and calculated in a manner specified in Bank's proposal/offer. The Bank's account analysis system is used to calculate and account for all Bank-performed deposit and treasury management service charges. Bank will calculate Depositor's combined average daily collected balances less combined average daily Federal Reserve requirements, and using the earnings credit rate, number of days in the year, and number of days in the month calculate the earnings credit of Bank and use those earnings credit to offset the charges to Depositor of combined services rendered by Bank. In the event there is a charge for services, and the amount of charge for services is not offset by Depositor's earnings credit as described above, Bank will auto-debit Depositor's accounts on a monthly basis. Any interest paid on an account in account analysis that is also receiving earnings credit is considered an expense on the account analysis statement.

4. Security of Funds; Acceptable Security; Appointment of Custodian; Increases in Collateral Amounts.

All uninsured funds on deposit with Bank to the credit of Depositor shall be secured pursuant to either or both of (i) an Irrevocable Standby Letter of Credit issued by the Federal Home Loan Bank of Dallas for the benefit of Depositor (a "FHLB Letter of Credit") in the form attached hereto as Exhibit A, or/and (ii) Bank's Collateral Security Agreement or similar agreement (the "Security Agreement") and any agreement required by Custodian (defined below). In the event of any conflicts between the Security Agreement and this Agreement regarding provisions and topics addressed in both agreements, the provisions of the Security Agreement shall control.

In the event a Security Agreement is used, Depositor and Bank, by execution of this Agreement, designate the custodial bank identified to Depositor by Bank (the "Custodial Bank") as "Custodian," to hold collateral in an account maintained by Custodian in the name of Bank and subject to the terms and conditions of this Agreement, the Security Agreement, and any agreement required by Custodian to document such relationship.

Depositor recognizes that the Federal Deposit Insurance Corporation (or its successor) (the "FDIC") provides insurance for Depositor's funds deposited at any one financial institution, including accrued interest on such funds, only up to maximum regulatory limits as set by the FDIC. All uninsured funds on deposit with Bank to the credit of Depositor shall be secured by collateral as provided for in the Texas Public Funds Collateral Act and in other applicable law. In the event a Security Agreement is used, Depositor agrees and certifies that the securities listed in Exhibit B to the Security Agreement shall be eligible to be used as collateral to secure Depositor's funds on deposit with Bank consistent with Depositor's collateral policy as such policy has been varied by

Depositor's approval and execution of this Agreement. The market value of the collateral securing Depositor's uninsured funds must at all times equal or exceed 102% of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of all Depositor's accounts, less the Credit Amount reflected in a FHLB Letter of Credit, if any, and further, less the total available FDIC standard maximum deposit insurance amount applicable in the aggregate to all funds of Depositor on deposit with or under Bank and credited to Depositor (the "Collateral Requirement"). The market value with respect to any collateral as of any date and priced on such date will be obtained by Bank from a generally recognized pricing source.

When Depositor anticipates the need for collateral with Bank will increase on any given day or over a series of days, Depositor agrees to notify Bank of such anticipated increase at least 1 business day prior to the date the additional deposits are expected to be received.

5. Delivery of Collateral to Custodian.

In the event a Security Agreement is used, Bank already has delivered, or will immediately after the Effective Date, identify or deliver to Custodian collateral of the kind and character above mentioned of sufficient market value to provide adequate collateral for the uninsured funds of Depositor deposited with Bank.

6. Custodian Safekeeping Account.

In the event a Security Agreement is used, Bank shall cause Custodian to accept said collateral and hold the same in trust for the purposes stated in this Agreement, in a safekeeping account with Custodian to be managed pursuant to the Security Agreement, and the operating agreements, guidelines, and procedures as stated in this Agreement and pursuant to the terms of any separate agreement with Custodian.

7. Duties and Liabilities of Custodian.

In the event a Security Agreement is used, it is distinctly understood by all the parties that Custodian shall not be required to ascertain the amount of funds on deposit by Depositor with Bank, nor the validity, authenticity, genuineness, or negotiability of the securities deposited with Custodian by Bank pursuant to this Agreement, and Custodian is not liable to anyone for performing in accordance with this Agreement, except for the safekeeping of securities delivered to Custodian, and for any gross negligence or willful misconduct of Custodian's own officers, agents, and employees.

8. Right of Depositor Upon Bank's Breach of Duties Under Agreement or Bank's Insolvency.

To the extent of the available funds of Depositor on deposit with Bank, should Bank fail at any time to pay immediately and satisfy upon proper presentation any check, draft or voucher lawfully drawn upon any demand deposit account, or fail at any time upon proper presentation or authorization to timely pay and satisfy, when due, any check, draft

or voucher lawfully drawn against any other account type, or in case Bank becomes insolvent or in any other manner breaches its contract with Depositor, Depositor shall give written notice of such failure, insolvency or breach to Bank, and Bank shall have 10 business days to cure such failure, insolvency or breach. In the event Bank shall fail to cure such failure, insolvency or breach within 10 business days, and in the further event a Security Agreement is used, Bank authorizes Depositor (supported by proper evidence of any of the above listed circumstances) to enforce its security interest and lien in the collateral securing Depositor's funds and to make demand on Custodian to surrender control of such collateral to Depositor. In such event, Depositor may sell, or direct Custodian to sell all or any part of such collateral, and out of the proceeds thereof pay Depositor all losses sustained by it, together with its reasonable expenses incurred as a direct result of such failure, insolvency or breach, accounting to Bank for the remainder, if any, of such proceeds or of the collateral remaining unsold.

9. Collateral Substitutions by Bank.

In the event a Security Agreement is used, if Bank shall desire to sell or otherwise dispose of any of such collateral held by Custodian for the benefit of Depositor, it may, with or without prior approval of Depositor, substitute for any of such collateral other collateral of the same market value and of the character authorized in this Agreement, and such right of substitution shall remain in full force and be exercised by Bank as often as it may desire to sell or otherwise dispose of any such collateral; provided, however, that at all times, the aggregate amount of such collateral or substituted collateral held by Custodian for the benefit of Depositor shall always be such that it meets the Collateral Requirement. If at any time the aggregate amount of such collateral held by Custodian for the benefit of Depositor is less than the Collateral Requirement, then in that event, Bank shall immediately identify to or deposit with Custodian additional collateral as may be necessary to meet the Collateral Requirement.

Bank shall be entitled to income on collateral held by Custodian, and Custodian may dispose of such income as directed by Bank without approval of Depositor, to the extent such income is not needed to secure Depositor's deposits, and provided that retention of such income does not otherwise violate this Agreement.

10. Trust Receipts For Collateral; Depositor's Right To Itemized List of Collateral.

In the event a Security Agreement is used, Bank shall promptly forward to Depositor trust receipts via regular mail, or other agreed upon electronic means, covering all such collateral held by Custodian for the benefit of Depositor, including collateral substituted in accordance with this Agreement. Bank shall also maintain records relating to all such collateral held for the benefit of Depositor. Upon written request of Depositor, Bank will produce an itemized list of collateral held as security for Depositor.

11. Collateral Value In Excess of Collateral Requirement.

In the event a Security Agreement is used, if at any time the collateral held by Custodian for the benefit of Depositor has a market value in excess of the Collateral Requirement, then upon the written authorization of an authorized representative of Bank, confirmed by an authorized representative of Depositor, Bank may request withdrawal of such excess amount of collateral, Custodian shall deliver this amount of collateral (and no more) to Bank, and Custodian shall have no further liability for the collateral so redelivered to Bank.

All substitutions, releases, and additional pledges of collateral pursuant to the terms hereof and of the Security Agreement shall be completed at the earliest time as is commercially reasonable.

12. Termination; Amendment of Agreement.

Either Depositor or Bank shall have the right to terminate this Agreement prior to the expiration date by providing the other party with 90 days prior written notice of its election to terminate. This Agreement shall terminate 90 days after delivery of such written notice, provided that all provisions of this Agreement have been fulfilled.

In addition to any other remedy that Depositor may have at law or in equity, if Bank breaches this Agreement in any manner or defaults on its obligations hereunder and does not cure such breach or default within 30 days of Bank receiving notice of such breach or default from Depositor, then after expiration of such 30 day cure period, Depositor may terminate this Agreement and withdraw its funds by giving Bank written notice of termination and withdrawal.

In the event that Depositor fails to comply with any of its promises in this Agreement, or if any of its representations are untrue or any of its warranties is breached, and Depositor does not cure such breach or default within 30 calendar days of Depositor receiving notice of such breach or default from Bank, then after expiration of such 30 calendar day cure period, Bank may terminate this Agreement by sending written notice to Depositor of Bank's decision to terminate. Upon receipt of such notice, Depositor shall make provisions for the immediate withdrawal of Depositor's funds from Bank.

This Agreement may be amended in a writing executed by both Depositor and Bank.

13. Post-Termination/Expiration Obligations.

In the event a Security Agreement is used, when the relationship of Depositor and Bank shall have ceased to exist, and when Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to give Bank an authorization to release the collateral, the form of which shall be reasonably acceptable to Bank and Custodian. Upon Bank's delivery of such authorization to Custodian, Custodian shall release to Bank all

collateral then in its possession belonging to Bank to the extend held for the benefit of Depositor. Upon release of such collateral to Bank, as to such collateral, Custodian shall not have any further liability to Depositor or Bank, except for liability as set forth in Section 7 above, where such liability arose while the collateral was in Custodian's control.

14. Representations and Warranties of the Parties.

Bank represents and warrants that:

- (a) Bank is the sole legal and actual owner of any securities or of a beneficial interest in any securities utilized to collateralize deposits;
- (b) other than any security interest granted to Depositor herein, no other security interest has been, nor will be, granted in the securities utilized to collateralize deposits;
- (c) Bank accounts are insured to the regulatory limits of the FDIC;
- (d) this Agreement has been authorized by Bank's Board of Directors, and such authorization is evidenced by a resolution of Bank's Board of Directors adopted at a duly called meeting; and
- (e) this Agreement is an official record of Bank, and has been, and will continue to be, an official record of Bank from the date of its approval by Bank's Board of Directors.

Depositor represents, warrants and promises that:

- (a) Depositor has complied with all applicable law governing the selection of a depository bank, that Depositor has full power and authority to enter into this Agreement, this Agreement is a valid and binding agreement enforceable against Depositor pursuant to its terms, and does not and will not violate any statute or regulation applicable to Depositor;
- (b) all acts, conditions, and things required to exist, happen, or to be performed on Depositor's part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and
- (c) Depositor will comply with the terms of the Security Agreement, if any, and any other agreements it may have with Bank in connection with this Agreement.

15. Incorporation of Request For Proposal and Response; Conflicting Provisions.

The RFP and Bank's response to the RFP (the "Response"), are incorporated into this Agreement by reference. In the event of any conflicts between the RFP and the Response, the provisions of the Response control. In the event of any conflicts between the Response and this Agreement regarding provisions and topics addressed in both documents, the provisions of this Agreement control. In the event of any provisions and

topics addressed in the Response and not addressed in this Agreement, the Response controls.

16. Liability of the Parties.

Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

17. Invalidity; Severability.

If any clause or provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Agreement.

18. Governing Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor consent to the non-exclusive jurisdiction of a state or federal court situated in Taylor County, Texas, in connection with any dispute arising from or relating to this Agreement. Bank and Depositor irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. **BANK AND DEPOSITOR EACH IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

19. Notices.

Any communication, notice, or demand to be given hereunder shall be duly given when delivered in writing or sent by facsimile to a party at its address indicated below.

If to Depositor:

City of San Angelo
Attn:
72 W College Ave
San Angelo TX 76903-5814

325-657-4251

Facsimile No.:

If to Bank:

Executive Vice President, Treasury Management
First Financial Bank
400 Pine Street
Abilene, Texas 79601
and via email to notices@ffin.com

20. Security Measures.

Bank and Depositor agree to implement and follow commercially reasonable measures to protect the privacy and security of Depositor's transactions and information, including communications and information held by Depository or Bank, or transmitted between Depositor and Bank.

21. Assignment and Binding Effect; Amendment.

Depositor may not assign all or any part of its rights or obligations under this Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate all or any part of its rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

22. Third Party Service Providers.

In the normal course of its business, Bank may engage third party vendors or subcontractors to provide or assist in providing all or part of certain services. Any third party vendor or subcontractor used by Bank is an independent contractor and not Bank's agent.

23. Records, Reports and Audits.

Bank shall maintain separate, accurate and complete records relating to Depositor's funds and, in the event a Security Agreement is used, the pledged securities and all transactions relating to the pledged securities. In the event a Security Agreement is used, Bank will also take reasonable steps to ensure that Custodian shall maintain separate, accurate and complete records relating to the pledged securities and all transactions relating to the pledged securities. Depositor and its representatives or agents shall have the right to examine and audit at any reasonable time upon 5 days prior written notice all records maintained pursuant to this Section 23.

24. Captions; Counterparts and Signatures.

Captions used in this Agreement are for convenience only and are not intended to limit or expand the meaning of any underlying provisions. This Agreement may be executed in counterparts and by use of signatures delivered by electronic means.

IN WITNESS WHEREOF, Bank and Depositor have caused this Agreement to be duly executed as of the Effective Date.

First Financial Bank

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

“Bank”

City of San Angelo _____

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

“Depositor”

Exhibit A

Irrevocable Standby Letter of Credit issued by the Federal Home Loan Bank of Dallas

(See attached)

Exhibit B

“Eligible securities” as defined in Section 2257.002(4) of the Texas Public Funds Collateral Act.

COLLATERAL SECURITY AGREEMENT

This Collateral Security Agreement (this "Agreement"), is made and entered into effective October 1, 2025 (the "Effective Date"), by and between City of San Angelo ("Depositor") and First Financial Bank, a Texas state banking association ("Bank").

Pursuant to the terms and provisions of this Agreement, Bank hereby grants a security interest in and a pledge of Eligible Collateral to secure the timely payment of the Uninsured Deposits pursuant to the Depository Agreement.

NOW, THEREFORE, in consideration of the forgoing, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Definitions. Except as otherwise expressly defined in this Agreement, all terms used herein which are defined in the Uniform Commercial Code as in effect from time to time in Texas (the "Code") have the same meaning as in the Code. All other terms capitalized but not defined herein or in the Code have the meanings assigned to them in the Depository Agreement.

"Account" shall mean that portion of the custodial account established with Custodian in the name of Bank designated by Bank to be held by Custodian for the benefit of Depositor as secured party in accordance with this Agreement.

"Authorized Person" shall be any officer of Depositor or Bank, as the case may be, duly authorized to give Written Instructions on behalf of Depositor or Bank, respectively, such authorized persons for Depositor to be designated in a certificate substantially in the form of Exhibit B, attached hereto, as such exhibit may be amended from time to time, or as designated in such other forms as may be prescribed by Bank.

"Book-Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

"Business Day" shall mean any day on which Custodian and Bank are open for business and on which the Book Entry System is open for business.

"Collateral" shall mean the specific amounts and issues of Securities held in the Account and, if applicable, specific amounts of Proceeds held in the Account, securing the timely payment of the Uninsured Deposits of Depositor.

"Collateral Requirement" shall mean the Collateral Requirement as defined in the Depository Agreement.

"Custodian" shall mean the custodial bank identified to Depositor by Bank to hold the Collateral in the Account.

“Depository Agreement” shall mean Bank Depository Agreement made and entered into by and between Depositor and Bank as of the Effective Date.

"Deposits" shall mean all deposits by Depositor in Bank, including all accrued interest on such deposits, that are available for all uses generally permitted by Bank to Depositor for actually and finally collected funds under Bank's account agreement or policies.

"Eligible Collateral" shall mean any Securities of the types enumerated in the Schedule of Eligible Collateral (which types are in compliance with Depositor's collateral policy as varied by Depositor's approval and execution of this Agreement) attached hereto as Exhibit A, as such exhibit may be amended from time to time pursuant to a written amendment signed by each of the parties to this Agreement, and any Proceeds of such Securities.

"Market Value" shall mean: (i) with respect to any Security held in the Account, the market value of such Security as made available to Bank or Custodian by a generally recognized source selected by Bank or Custodian, plus, if not reflected in the market value, any accrued interest on such Security, or, if such source does not make available a market value, the market value shall be as determined by Custodian or Bank in its sole discretion based on information furnished to Custodian or Bank by one or more brokers or dealers; and (ii) with respect to any cash held in the Account, the face amount of such cash.

"Proceeds" shall mean any principal or interest payments or other distributions made in connection with Eligible Collateral and anything acquired upon the sale, lease, license, exchange or other disposition of Eligible Collateral.

"Security" or "Securities" shall include, without limitation, any security or securities held in the Book-Entry System; common stock and other equity securities; bonds, debentures and other debt securities; notes, mortgages, or other obligations; and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests in such security or securities.

"Trust Receipt" shall mean evidence of receipt, identification and recording, including a written or electronically transmitted advice or confirmation of transaction or statement of account. Each advice or confirmation of transaction shall identify the specific securities which are the subject of the transaction. If available, statements of account may be provided by Bank or Custodian at least once each month and when reasonably requested by Depositor, and must identify all Eligible Collateral in the Account and its Market Value.

"Uninsured Deposits" shall mean that portion of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of Depositor's Deposits with Bank which is not otherwise secured by a letter of credit issued by a Federal Home Loan Bank and which exceeds the standard maximum deposit insurance amount ("SMDIA") of the Federal Deposit Insurance Corporation ("FDIC").

"Written Instructions" shall mean written communications actually received by Bank or Custodian from an Authorized Person or from a person reasonably believed by Bank or Custodian to be an Authorized Person.

2. Security Requirement.

- (a) To secure the timely payment of Uninsured Deposits made by Depositor, Bank has identified to or deposited with Custodian certain Securities as more fully described in the initial confirmation or Trust Receipt delivered by Custodian to Bank and Depositor, and if delivered only to Bank, delivered by Bank to Depositor. Pursuant to the Code, Custodian shall act as a bailee or agent of Depositor and, to the extent not inconsistent with such duties, shall hold Securities as a securities intermediary (as such term is defined in Chapter 8 of the Code) in accordance with the provisions of this Agreement, the Depository Agreement, and of any agreement entered into with Custodian further governing the provision of security by Bank for Uninsured Deposits.
- (b)
 - (i) To secure the timely payment of Uninsured Deposits made by Depositor with Bank, Bank agrees to identify to Custodian, or to deliver or cause to be delivered to Custodian for transfer to the Account, Eligible Collateral having a Market Value equal or greater than the Collateral Requirement.
 - (ii) If the Market Value of such Eligible Collateral on any Business Day is less than the Collateral Requirement for such day, Bank shall be required to identify or deliver to Custodian additional Eligible Collateral having a Market Value equal to or greater than such deficiency as soon as possible, but no later than the close of business of Custodian on the Business Day on which Bank determined such deficiency. If on any Business Day, the aggregate Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement for such day, Custodian shall, at the direction of Bank and with the approval of the Authorized Person acting on behalf of Depositor, transfer from the Account to or for the benefit of Bank, Eligible Collateral having a Market Value no greater than such excess amount.
 - (iii) When additional Eligible Collateral is required to cover incremental Deposits, Bank must receive the request for collateral one (1) Business Day prior to the Business Day the incremental Deposits are received, and Bank shall be required to identify or deliver to Custodian additional Eligible Collateral having a Market Value equal to or greater than the deficiency on the Business Day the incremental Deposits are received.
- (c) For any changes made to the Eligible Collateral held in the Account due to releases, substitutions or additions of Eligible Collateral, Custodian shall update its records of the Account accordingly and promptly issue a Trust Receipt to

Bank and Depositor, and if delivered only to Bank, said Trust Receipt shall be delivered by Bank to Depositor.

- (d) Bank shall be entitled to income on Securities held by Custodian in the Account, and Custodian may dispose of such income as directed by Bank without approval of Depositor, to the extent such income is not needed to meet the Collateral Requirement.

3. **Custody of Securities.** The parties agree that all Securities held in the Account shall be treated as financial assets. For purposes of the Code, the security interest granted by Bank in the Eligible Collateral for the benefit of Depositor is created, attaches, and is perfected for all purposes under Texas law from the time Custodian identifies the pledge of Eligible Collateral to Depositor and issues a Trust Receipt for such Eligible Collateral. The security interest of Depositor in the Collateral shall terminate upon the transfer of such Collateral from the Account.

4. **Delivery of Securities.** Bank and Depositor agree that the Collateral identified or delivered to Custodian to be held in the Account may be in the form of credits to the accounts of Custodian in the Book Entry System.

Bank acknowledges that to the extent permitted by law, the records of Bank and/or Custodian with respect to the pledge of Eligible Collateral as described in this Agreement: (a) may be inspected by Depositor or by the Texas Comptroller of Public Accounts (the "Comptroller"), at any time during regular business hours of Bank or Custodian; (b) such records may be subject to audit or inspection at any time pursuant to Sections 2257.025 and 2257.061 of the Texas Government Code, as amended; and (c) reports must be filed by Custodian with the Comptroller when requested by Comptroller.

5. **Collection of Securities.** If Depositor certifies in writing to Custodian that (a) Bank is in default under this Agreement or the Depository Agreement, and (b) Depositor has satisfied any notice or other requirement to which Depositor is subject pursuant to the Depository Agreement, then Depositor may, subject to the provisions of Sections 8 and 9, give Custodian and any appointed receiver Written Instructions to transfer the value of the Collateral (up to the amount that Depositor has in its depository account(s) with Bank as of the date of such default) to an account or accounts controlled by Depositor, and to cease releasing to an account of Bank any Proceeds reflecting the income on Securities in the Account as provided in Section 2(d).

6. **Representation and Warranties.**

- (a) **Representations of Bank.** Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (i) this Agreement has been authorized by Bank's Board of Directors, and such authorization is evidenced by a resolution of Bank's Board of Directors adopted at a duly called meeting;
 - (ii) this Agreement has been legally and validly entered into and is enforceable against Bank in accordance with its terms;
 - (iii) this Agreement and the pledge of Eligible Collateral under this Agreement do not violate or contravene the terms of Bank's charter documents, by-laws, or any agreement or instrument binding on Bank or its property, or any statute or regulation applicable to Bank;
 - (iv) Bank has entered into this Agreement and the Depository Agreement (A) in the ordinary course of business, (B) in good faith and on an arm's-length basis with Depositor, (C) not in contemplation of bankruptcy or insolvency, and (D) without intent to hinder, delay, or defraud Bank's creditors;
 - (v) a copy of each of (A) this Agreement, (B) the Depository Agreement, and (C) the resolution of the Board of Directors of Bank authorizing this Agreement, have been placed (and will be continuously maintained) in the official records of Bank;
 - (vi) Bank is sole legal and actual owner of the Securities or of beneficial interests in Securities deposited in the Account, free of all security interests or other encumbrances, except the security interest created by this Agreement;
 - (vii) this Agreement was executed by an officer of Bank who was authorized by Bank's Board of Directors to do so;
 - (viii) Bank is a bank duly authorized to do business in the State of Texas; and
 - (ix) all acts, conditions, and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement by it exist or have happened or have been performed.
- (b) Representations of Depositor. Depositor represents and warrants, which representations and warranties shall be deemed to be continuing, that:
- (i) this Agreement has been legally and validly entered into, has been approved by Depositor's governing body, and does not and will not violate any statute or regulation applicable to it and is enforceable against Depositor in accordance with its terms;

(ii) the appointment of Custodian has been duly authorized by Depositor and this Agreement was executed by an officer of Depositor duly authorized to do so;

(iii) (A) all Securities identified on the Schedule of Eligible Collateral, attached hereto as Exhibit A, may be used to secure the timely payment of Depositor's Uninsured Deposits under applicable statutes and regulations, (B) the Collateral Requirement meets the requirements of such applicable statutes and regulations, (C) the governing board of Depositor has approved a collateral policy which as varied by Depositor's approval and execution of this Agreement authorizes all such Securities to be used as Eligible Collateral, and (D) such collateral policy complies with all applicable statutes and regulations;

(iv) it will not sell, transfer, assign, convey, pledge, or otherwise dispose in whole or in part its interests in or the rights with respect to the Collateral, except as permitted under the provisions of this Agreement;

(v) all approvals, acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and

(vi) Depositor will comply with the terms of any other agreements it may have with Bank in connection with this Agreement.

7. **Continuing Agreement.** This Agreement shall continue and remain in full force and effect and shall be binding upon Bank and its successors and assigns until such time as (a) all Deposits have been paid in full to Depositor or otherwise paid as instructed by Depositor, and (b) the Depository Agreement is no longer in effect.

8. **Rights and Remedies of Depositor.** Depositor's rights and remedies with respect to the Collateral shall be those of a secured party under the Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted in this Agreement, in the Depository Agreement, and in any other agreement in effect between Bank and Depositor. Depositor agrees to provide Bank and Custodian with reasonable notice of the sale, disposition, or other intended action subject to the provisions of this Agreement in connection with the Collateral, whether required by the Code or otherwise.

9. **Application of Proceeds by Depositor.** In the event Depositor, or Custodian on Depositor's behalf, sells or otherwise disposes of the Collateral in the course of exercising the remedies provided for in this Agreement, any amounts held, realized or received by or on behalf of Depositor pursuant to the provisions of this Agreement, including the proceeds of the sale, in whole or in part, of any of the Collateral, shall be applied first toward the payment of any costs and expenses incurred by or on behalf of Depositor (a) in enforcing this Agreement, (b) in realizing on selling, disposing or protecting any Collateral and (c) in enforcing or collecting any Deposits, including attorneys' fees, and then toward payment of the Deposits in such order

or manner as Depositor may elect. Any Collateral, or proceeds of sale, remaining after such application and after payment to Depositor of all the Deposits in full shall be paid or delivered to Bank, its successors or assigns, or as a court of competent jurisdiction may direct.

10. Notices. Any communication, notice, or demand to be given under this Agreement shall be duly given when delivered in writing or sent by facsimile to a party at its address indicated below.

If to Depositor:

City of San Angelo
Attn:
72 W College Ave
San Angelo TX 76903-5814
325-657-4251
Facsimile No.:

If to Bank:

Executive Vice President, Treasury Department
First Financial Bank
400 Pine Street
Abilene, Texas 79601
and via email to notices@ffin.com

11. Miscellaneous.

- (a) Updating Certificate of Authorized Persons. Depositor agrees to furnish to Bank a new and updated "Certificate of Authorized Persons" substantially in the form of Exhibit B, attached hereto, or in similar form as Bank may require, within a reasonable amount of time after there are additions or deletions to list of Authorized Persons authorized to act on behalf of Depositor.
- (b) Invalidity; Severability. If any clause or provision of this Agreement is for any reason held to be invalid, illegal or unenforceable, such holding shall not affect the validity, legality or enforceability of the remaining clauses or provisions of this Agreement.
- (c) Amendment. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.
- (d) Assignment and Binding Effect. Depositor may not assign all or any part of its rights or obligations under the Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

- (e) Governing Law; Venue. This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor hereby consent to the non-exclusive jurisdiction of a state or federal court situated in Taylor County, Texas, in connection with any dispute arising hereunder. Bank and Depositor hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. **BANK AND DEPOSITOR EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
- (f) Liability of the Parties. Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**
- (g) Except in cases of Custodian's gross negligence or willful misconduct, and excluding the enforcement of Depositor's rights and remedies as a secured party with respect to the Collateral, Bank hereby agrees to indemnify Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity (collectively, "Claims"), or any other expenses, fees or charges of any character or nature which Custodian may incur or with which it may be threatened by reason of Custodian's actions under this Agreement, including but not limited to, any Claims caused or alleged to be caused by the sole or concurrent negligence of Custodian, its employees or agents; and, in connection therewith, to indemnify Custodian against any and all expenses, including without limitation, reasonable attorneys' fees and expenses incurred by Custodian. To the extent covered by such indemnity, Custodian may itself defend any suit brought against it and shall be equally entitled to receive reimbursement from Bank for its reasonable attorneys' fees, expenses, and all reasonable fees and costs incident to any appeals which may result. **Exclusive of the enforcement against Custodian of Depositor's rights and remedies as a secured party with respect**

to the Collateral, Bank and Depositor agree that Custodian shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by this Agreement, regardless of whether such loss or damage is caused or alleged to be caused by the sole or concurrent negligence of Custodian, its employees or agents, unless occasioned solely by the gross negligence or willful misconduct of Custodian. In no event shall **Custodian** be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond **Custodian’s** reasonable control or for indirect, special or consequential damages.

(h) This Agreement shall terminate and be of no force and effect upon receipt by Custodian of written notice from Depositor that Depositor no longer claims an interest in the Collateral. This Agreement may be terminated by Custodian with or without cause, upon its delivery of thirty (30) calendar days prior written notice thereof to Bank and Depositor, and upon the expiration of such thirty (30) day period, all of Custodian’s obligations hereunder shall cease. Upon the effective date of such termination, Custodian, will simultaneously transmit to Bank all of the Collateral. Notwithstanding any of the provisions hereof, Depositor shall have, and does hereby retain the right to utilize, other depositories and the right to terminate this Agreement whenever the interest of Depositor may demand.

(i) Captions used in this Agreement are for convenience only and are not intended to limit or expand the meaning of any underlying provisions. This Agreement may be executed in counterparts and by use of signatures delivered by electronic means.

IN WITNESS WHEREOF, Bank and Depositor have caused this Agreement to be duly executed as of the Effective Date.

First Financial Bank

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“Bank”

City of San Angelo

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

“Depositor”

EXHIBIT A
Schedule of Eligible Collateral

Eligible Collateral

All funds on deposit under the provisions of this Agreement shall be continuously secured in accordance with the Texas Public Funds Collateral Act, Chapter 2257 of the Texas Government Code.

The following Securities are approved as Eligible Collateral for the Uninsured Deposits of Depositor:

“Eligible securities” as defined in Section 2257.002(4) of the Texas Public Funds Collateral Act.

EXHIBIT B
CERTIFICATE OF AUTHORIZED PERSONS
(Depositor)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of Depositor, and further certifies that the following officers or employees of Depositor have been duly authorized in conformity with the approval of Depositor's governing body to deliver Written Instructions to Custodian pursuant to the Depository Agreement between Depositor and Bank dated _____, _____ and pursuant to this Agreement, and that the signatures appearing opposite their names are true and correct:

_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

By: _____
Name: _____
Title: _____
Date: _____

Tab 5

**Treasury Management Service
Agreement | Payroll Card Application –
Fee Schedule – Employee Agreement |
Night Depository Agreement**

FIRST FINANCIAL BANK

Treasury Management Services Request **Schedule A**

DATE: SELECT ONE: ☐ NEW ☐ REPLACE ☐ UPGRADE (ADD SVCS)

By checking the box next to an option, I hereby authorize Bank to provide such Service(s) and/or make such option the default.

COMPANY INFORMATION

COMPANY NAME:			
ADDRESS:			
REGION:	CIF#:	TAX ID#:	
CONTACT NAME:		CONTACT PHONE:	()
CONTACT EMAIL:		COMPANY PHONE	()

	Account Details	Account Transfers	Bill Payment	Mobile Deposit*	Remote Deposit	Wire Notices	Wires	ACH	Payment Manager

BILLING: Charge the listed First Financial Account for fees incurred

*Only 1 (one) user per package can have access to Business Mobile Deposit Integrated.

RELATED ENTITIES SECTION

COMPANY NAME:	CIF #:
TAX ID#:	Entity Type:
COMPANY NAME:	CIF #:
TAX ID#:	Entity Type:
COMPANY NAME:	CIF #:
TAX ID#:	Entity Type:
ADDITIONAL RELATED COMPANY INFORMATION ATTACHED: ☐	

ACCOUNT PERMISSIONS

CIF #	ACCOUNT NUMBER	View Account Details	Account Transfers	Remote Deposit	Wire Activity Email	Wire Origination	ACH Origination	ACH Block**	PAYMENT MANAGER		
									ACH Filter	Positive Pay	EDI Reporting
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

ADDITIONAL RELATED COMPANY INFORMATION ATTACHED: ☐

ENABLE PAYROLL FOR BILL PAYMENT: Bill Payment cannot be enabled if ACH Origination of Payroll also requested.

ACH Block? Setup: ☐ Debits ☐ Credits Both ACH Block disclosure at the top of next page

FIRST FINANCIAL BANK

Treasury Management Services Request **Schedule A**

****ACH Block:** Bank will automatically RETURN all ACH Items when ACH Block is requested for an account. Blocked items will not post to your account and you will not be able to review blocked items before they are returned.

TREASURY SECURITY OPTIONS

Dual Administration (not available in Basic)	Account Transfer Approval Required	IP Address Restriction (if yes TS enables and client sets)	Permitted Countries (transaction origination specific)
☐ Turn ON Dual Administration	☐ Approval Required	☐ No ☐ Yes	☐ USA ☐ Canada ☐ Mexico

REPORTING OPTIONS – AVAILABILITY VARIES BY PACKAGE TYPE/PERMISSION

Account Statement	Create ISO Statement Research	BAI2 via Secure FTP*	ACH Return & Corrections Report	EDI Addenda Report Types	ACH Activity Report Type
☐	☐	☐			

PAYMENT MANAGER FEATURES – Exceptions available for review by 8:30am CT

Enable Options

Default Decision	Auto-Void Stale Dated Checks	Payee Name Match	Stale Dated Days	File Upload Type	Items & Balance Verification	Auto Upload via Secure FTP*
Return	☐ No ☐ Yes					☐
ACH Filter Company IDs to Add						

Positive Pay and ACH Filter Defaults

Bank will RETURN all check and ACH Exception Items when a Pay or Return decision is not entered by 2pm CT. Email notifications are sent whenever Exception Items are present. If Exceptions are not worked by noon, a reminder email is sent. By signing this Setup Sheet, you acknowledge the requirement to take action by 2pm CT.

Payee Name Match Opt Out (payee name will not be validated)

I choose to opt out of Payee Name Match for the following reason(s):

☐	Checks are handwritten and cannot be typed or automated.
☐	Payee Names are currently not (and either cannot or will not be) provided in the Issued Item file.
☐	Format of the payee data provided in the Issued Item file to the Bank does not match the payee format on the checks; therefore, the payee name cannot be matched.

ACH ORIGATION FEATURES – Next Day Effective ACH File Daily Cut Off is 5pm CT

Enable Options

Origination of Items	Items originated are on behalf of my company		
Enable Input Method	N/A: Hand Key: Secure FTP: Import from File: Import Amounts:		
ACH Approval	SmarPay (WEB/TEL)	Token Requested	ACH Limits on Package**
☐ Approval by different user Strongly Recommended ☐ Same person creates/sends Dual Control Waiver required	☐ SmartPay Express ☐ SmartPay Biller Direct Biller Direct Requires a File Import	☐ Soft (included) ☐ Hard (\$20/token)	Applies to all Companies & Accounts: **Risk Worksheet Required Daily Limit:\$ Max /Transaction:\$
Payroll	Batch/Payments	Collection	EFTPS
☐	☐ Pay a Person ☐ Pay a Business Prefund Credits Daily \$ Limit:	☐ From a Person ☐ From a Business Daily \$ Limit:	☐

*Additional paperwork needed to setup

** Must set a velocity/Daily \$ Limit for the Package. See SmartPay section for more details.

FIRST FINANCIAL BANK

Treasury Management Services Request **Schedule A**

ACH ORIGINATING COMPANY INFORMATION

ORIGINATING COMPANY ID NO.	ORIGINATING COMPANY NAME	CHARGEBACK ACCT NO.

ADDITIONAL ACCOUNT PERMISSION INFORMATION ATTACHED: ☐

WIRE TRANSFER FEATURES

Online Outgoing Wire Cut off – Int'l US\$: 330pm CT; Domestic: 4PM CT | International F/X Cut Off 12:30 CT

Enable Options

Online Wire Transfer Origination

Wire Approval	Token Requested	Domestic Wire Limits*	International Wire Option/Limits*
☐ Approval by different user Strongly Recommended ☐ Same person creates/sends Dual Control Waiver required	☐ Soft (included) ☐ Hard (\$20/token)	Enable: ☐ No ☐ Yes Daily \$ Limit: \$ Max \$/Transaction: \$	Enable: ☐ No ☐ Yes Daily \$ Limit: \$ Max \$/Transaction: \$
*Applies to all Companies/ Accounts on Package. Contingent on Available Balance			

Other Wire Transfer Options

Wire Notifications	Select one (any accounts with notice): ☐ Incoming ☐ Outgoing ☐ Both (In/Out)
1031 Drawdowns (add'l documents needed)	Interested in: ☐ authorizing drawdown request received -or- ☐ initiating drawdown request

REMOTE DEPOSIT

Enable Options

Deposit Volume	Install Sites	Deposit 3 rd Party Checks	RDA/RDC Daily Limit/Package**
		☐ No – account title matches ☐ Yes – please explain:	All Companies/Accounts Aggregated: **Risk Worksheet Req; RDA <u>max</u> daily \$10k Daily \$ Limit:

System Prerequisites: For computer which scanner will be installed.	Min. Operating System: Computer utilizing another bank RDC?
Image Cash Letter *** additional documents needed; Testing of file required prior to go live	File submitted via: ☐ Remote Deposit System ☐ RemitPlus Express ☐ Secure FTP***

Scanner Needed?

Scanner	Average # of Checks Deposited/Day/Scanner:	
	Equipment needed: ☐ Yes ☐ No – type owned: ☐ mRDC	
Order Info	If Ordering - # needed: Type of scanner:	
	☐ Ship to Client ☐ Ship to Bank	Account # to debit:
Shipping Info	Attention: Physical Address:	

SMARTPAY EXPRESS/BILLER DIRECT – Daily Cut Off is 5pm CT

Enable Options

Product Configuration	☐ ACH Origination ☐ Merchant Services* ☐ Both
------------------------------	--

FIRST FINANCIAL BANK

Treasury Management Services Request Schedule A

This TREASURY MANAGEMENT SERVICES REQUEST Schedule A is executed as of _____ (the "Effective Date") by and between First Financial Bank, a Texas State association ("Bank"), and the Company identified in the signature section below ("Customer"). Customer acknowledges and agrees that Bank's Treasury Management Services Authorization Form Procedures, Terms and Conditions (the "TMSA Agreement") shall govern Customer's use of Bank's Online Banking Services, as well as the other services identified above. Customer acknowledges the receipt of a copy and agrees to the terms and conditions of the TMSA Agreement.

As required by Chapter 2270, Texas Government Code, Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Pursuant to Chapter 2252, Texas Government Code, Bank represents and certifies that, at the time of execution of this Agreement, neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

- Treasury Management Services.** Bank offers various Treasury Management Services (individually, referred to herein as a "Service"; when one or more, collectively referred to herein as the "Services") to its business customers. Enrollment in any specific Service requires the completion of this Treasury Management Services Request ("Schedule A"). Enrollment in a Service is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through regular mail, by facsimile, or via email. Customer understands and agrees that Bank is relying on the information provided by Authorized Signer executing Schedule A in providing the Services hereunder. The procedures, terms and conditions in this Agreement govern those Services. Any capitalized terms not defined herein shall have the meaning ascribed to them in the TMSA Agreement.
- Fees.** Customer agrees to pay Bank for the Service(s) in which Customer enrolls in accordance with the fee schedule for the applicable Service(s), a copy of which will be provided to Customer at the time Customer contracts for such Service(s).
- Term.** The term of this Agreement is indefinite, unless terminated by either party pursuant to the termination provisions herein.
- Entire Agreement.** This Schedule A (which includes, but is not limited to, the foregoing 3 pages and this page) and addenda; the TMSA Agreement and addenda; the Treasury Management Services Request; all applicable Delegation of Authority and Service Fee schedules, and attachments, schedules and exhibits thereto, as well as all items expressly incorporated by reference herein shall constitute a single agreement (collectively referred to herein as the "Agreement"), and, as such, shall contain the terms and conditions which govern the Services, and shall constitute the entire agreement between the parties as relates to the Treasury Management Services offered by Bank. This Agreement supersedes any prior agreements or representations relating to the Services and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.
- Authorizations.** Customer agrees to deliver to Bank, prior to or simultaneous with execution of this Agreement or at any time upon Bank's subsequent request, an entity Resolution identifying individuals who are authorized to execute this Schedule A.
- Related Entities.** If Customer desires to obtain Services on behalf of any Related Entities that Customer lists on the Related Entities Section of Schedule A or any additional Related Entities continuation schedules, Customer hereby represents and warrants that the Related Entities are either (a) a Parent Related Entity, (b) a Subsidiary Related Entity, or (c) an Affiliate Related Entity, as such terms are defined in Section 22 of the General Provisions of the TMSA Agreement. Furthermore, Customer hereby agrees and acknowledges that by listing any Related Entities, Customer is also making all representations and warranties set forth in Section 22 of the TMSA Agreement applicable to Related Entities.
- Authority to Execute Agreement.** The individual executing this Agreement on behalf of Customer expressly represents and warrants to Bank that (a) the individual is an Authorized Signer of Customer and is acting within their power and authority to enter into and execute this Agreement on behalf of Customer, (b) that the individual's actions in entering into this Agreement have been duly authorized and approved by Customer in accordance with all necessary actions, and (c) that this Agreement shall be legally binding on Customer after the individual's execution.

In consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer agrees to purchase from Bank certain Services, and Bank agrees to provide Customer such Services, on the terms and conditions stated in this Agreement, as amended from time to time as provided for herein.

COMPANY NAME:	
---------------	--

Signature: _____

Signature of Authorized Signer from Entity Resolution of Customer

Name: _____

Title: _____

(Please type or print above)

INTERNAL USE ONLY

<u>Doc Prep Date</u>	<u>Date Setup</u>	<u>Training Complete</u>	<u>TM Sales Rep</u>	<u>Account Officer</u>
<u>Notes to TM Implementation:</u>				

FIRST FINANCIAL BANK

Treasury Management Services Request Schedule B Authorized Users

DATE:

PACKAGE INFORMATION					
COMPANY NAME*:			CIF #:		
AUTHORIZED USER INFORMATION					
Request Type*:		☐ Add User ☐ Add Access ¹ ☐ Remove Access ☐ Delete		Admin*: Yes No	
First Name		Last Name		Business Phone	
Authorized User*:					
Email Address*:		Mobile Number/Text:			
User Management Q2:		Create Role?		Assign Role?	
Package/Module ¹		Please specify:			
BASIC	Account Details	All Only as Listed:			
	Account Transfers	Business Accounts Personal Accounts ☐ Both			
	Mobile Deposit	RDA User - only one user allowed per company			
	Miscellaneous	Account Statements Create ISO Wire Activity Email			
	Bill Payment	Admin: only one Admin allowed per package ² ☐ Sub User			
	Payment Manager Copy existing user?	Reporting Options? ACH Activity EDI NOC/Return Format other than PDF? CSV Excel NACHA XML Account Access:			
		ACH Control and/or Positive Pay options:			
		Request ACH Filter changes Issue Checks (Manual/File) Exception Decision Disable Email/Text Alerts			
	ACH Prefunding?	Payment Methods?			
		Payroll	Pay a Person Pay a Business	Collect from a Person Collect from a Business	Passthru EFTPS
Account Access: Approval Rights (must follow Package setup): User Limit:					
Wires Online	Account Access: Approval Rights: Domestic User Limit*: International User Limit*:				
Token Needed	Token type: Credential ID:				
Remote Deposit	Account Access: Reports Access: ☐ mRDC				

*Required fields. ¹Company configuration will control user setup (i.e. if ACH not turned on don't fill out ACH). ²Checking this box will remove existing user. Contact Treasury Management Client Support at 877-627-7201 or TMClientSupport@ffin.com if you would like to confirm your company's existing services.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the Treasury Management Services Agreement - Procedures, Terms and Conditions.

Delegation of Authority

By signing below, you authorize the person listed above if designated as an Authorized Administrator the authority to do any combination of the following:

- A. Enroll Customer in any Treasury Management Service through the execution of a Treasury Management Services Request Schedule A;
- B. Appoint and remove User(s) (as that term is defined in Section 5(c) of the General Provisions of the Treasury Management Services Agreement – Procedures, Terms and Conditions) to perform authorized transactions under the Agreement and any applicable Treasury Management Services Request Schedule A; and
- C. To perform any transactions pursuant to the Agreement and Treasury Management Services Request Schedule A.

The Authorized Administrator listed below does not have the authority to execute the Treasury Management Services Agreement or appoint or remove any Authorized Administrator(s). This Delegation shall be binding, and the authority shall remain in force until written notice of any revocation or modification is delivered to Bank.

Signature: _____ Name: _____
 Signature of Authorized Signer from Entity Resolution for Authorized Administrators; Title: _____
 Signature of Authorized Administrator for Users

FIRST FINANCIAL BANK

Treasury Management Services Request **Schedule A**

DATE: SELECT ONE: ☐ NEW ☐ REPLACE ☐ UPGRADE (ADD SVCS)

By checking the box next to an option, I hereby authorize Bank to provide such Service(s) and/or make such option the default.

COMPANY INFORMATION

COMPANY NAME:			
ADDRESS:			
REGION:		COMPANY PHONE:	()
CONTACT NAME:		CONTACT PHONE:	()
CONTACT EMAIL:		CIF #:	

	Account Details	Account Transfers	Bill Payment	Mobile Deposit*	Remote Deposit	Wire Notices	Wires	ACH	Payment Manager
BASIC	☐	☐	☐	☐					
ENHANCED	☐	☐	☐	☐	☐	☐	☐	☐	☐
TREASURY	☐	☐			☐	☐	☐	☐	☐

BILLING: Charge my First Financial Account, number , for fees incurred.

*Only 1 (one) user per package can have access to Business Mobile Deposit.

RELATED ENTITIES SECTION

COMPANY NAME:	CIF #:
TAX ID#:	Entity Type: (Type of Entity)
COMPANY NAME:	CIF #:
TAX ID#:	Entity Type: (Type of Entity)
COMPANY NAME:	CIF #:
TAX ID#:	Entity Type: (Type of Entity)
ADDITIONAL RELATED COMPANY INFORMATION ATTACHED: ☐	

ACCOUNT PERMISSIONS

CIF #	ACCOUNT NUMBER	View Account Details	Account Transfers	Bill Payment	Remote Deposit Capture	Wire Activity Email	Wire Fax-In Request	Wire Origination	ACH Origination	ACH Block ***	PAYMENT MANAGER		
											ACH Filter	Positive Pay	EDI Reporting
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

ADDITIONAL RELATED COMPANY INFORMATION ATTACHED: ☐

****ACH Block:** Bank will automatically RETURN all ACH Items when ACH Block is requested for an account. Blocked items will not post to your account and you will not be able to review blocked items before they are returned. **Setup:** ☐ Debits &/or ☐ Credits

FIRST FINANCIAL BANK

Treasury Management Services Request **Schedule A**

TREASURY SECURITY OPTIONS

Dual Administration (not available in Basic)	Account Transfer Approval Required	IP Address Restriction (if yes TS enables and client sets)	Permitted Countries (transaction origination specific)
☐ Turn ON Dual Administration	☐ Approval Required	☒ No ☐ Yes	☐ USA ☐ Canada ☐ Mexico

REPORTING OPTIONS – AVAILABILITY VARIES BY PACKAGE TYPE/PERMISSION

Account Statement	Create ISO Statement Research	BAI2 via Secure FTP*	ACH Return & Corrections Report	EDI Addenda Report Types	ACH Activity Report Type
☒	☐	☐	☐ PDF ☐ CSV ☐ NACHA	☐ PDF ☐ CSV ☐ NACHA	☐ PDF ☐ CSV ☐ NACHA

PAYMENT MANAGER FEATURES – Exceptions available for review by 8:30am CT ☐ N/A

Default Decision	Auto-Void Stale Dated Checks	Payee Name Match	Stale Dated Days	File Upload Type	Items & Balance Verification	Auto Upload via Secure FTP*
Return	☐ No ☐ Yes	☒				☐

ACH Filter Company IDs to Add

Positive Pay and ACH Filter Defaults

Bank will RETURN all check and ACH Exception Items when a Pay or Return decision is not entered by 2pm CT. Email notifications are sent whenever Exception Items are present. If Exceptions are not worked by noon, a reminder email is sent. By signing this Setup Sheet, you acknowledge the requirement to take action by 2pm CT.

Payee Name Match Opt Out (payee name will not be validated)

I choose to opt out of Payee Name Match for the following reason(s):

☐	Checks are handwritten and cannot be typed or automated.
☐	Payee Names are currently not (and either cannot or will not be) provided in the Issued Item file.
☐	Format of the payee data provided in the Issued Item file to the Bank does not match the payee format on the checks; therefore, the payee name cannot be matched.

ACH ORIGATION FEATURES – Next Day Effective ACH File Daily Cut Off is 5pm CT ☐ N/A

ACH Approval	Import File Type	Token Requested	ACH Limits on Package**
☐ Approval by different user Strongly Recommended ☐ Same person creates/sends Dual Control Waiver required	☐ NACHA ☐ CSV ☐ Excel	☐ Soft (included) ☐ Hard (\$20/token)	Applies to all Companies & Accounts: **Risk Worksheet Required Daily \$ Limit: Max \$/Transaction:
Origination of Items	Items originated are on behalf of my company ☐ or on behalf of another party* (customer)		
Input Method	☐ Hand Key ☐ Import from File: ☐ Import Amounts ☐ Secure FTP* (add'l document needed)		
Payroll	Batch/Payments	Collection	EFTPS
☐ Daily \$ Limit:	☐ Pay a Person Daily \$ Limit: ☐ Pay a Business Daily \$ Limit:	☐ From a Person Daily \$ Limit: ☐ From a Business Daily \$ Limit:	☐ Daily \$ Limit:

*Additional paperwork needed to setup

FIRST FINANCIAL BANK

Treasury Management Services Request **Schedule A**

ACH ORIGINATING COMPANY INFORMATION

ORIGINATING COMPANY ID NO.	ORIGINATING COMPANY NAME	CHARGEBACK ACCT NO.

ADDITIONAL ACCOUNT PERMISSION INFORMATION ATTACHED: ☐

WIRE TRANSFER FEATURES – Online Outgoing Wire Cut Off is 4pm CT; Fax-In Cut Off is 3pm CT ☐ **N/A**
 International F/X Cut Off 12:30 CT

Online Wire Transfer Origination			
Wire Approval	Token Requested	Domestic Wire Limits*	International Wire Option/Limits*
☐ Approval by different user Strongly Recommended ☐ Same person creates/sends Dual Control Waiver required	☐ Soft (included) ☐ Hard (\$20/token)	Daily \$ Limit: Max \$/Transaction:	Allow: ☐ No ☐ Yes Daily \$ Limit: Max \$/Transaction:
*Applies to all Companies/ Accounts on Package. Contingent on Available Balance			

Other Wire Transfer Options	
Fax-In Wire Origination	Select one: ☐ Fax -in with dual call back ☐ Fax-in with call back to same person Verification of PIN (personal identification number) facilitated by Wire dept. upon approval and setup
Wire Notifications	Select one (any accounts with notice): ☐ Incoming ☐ Outgoing ☐ Both (In/Out) Select only one: ☐ Email ☐ Fax – Fax Number:
1031 Drawdowns (add'l documents needed)	Interested in: ☐ authorizing drawdown request received -or- ☐ initiating drawdown request

REMOTE DEPOSIT CAPTURE – Daily Deposit Cut Off is 7pm CT ☐ **N/A**

Deposit Volume	Install Sites	Deposit 3 rd Party Checks	mRDC/RDC Daily Limit/Package**
Average # of Checks Deposited per Day:	☐ Single Location ☐ # Locations:	☐ No – account title matches ☐ Yes – please explain:	All Companies/Accounts Aggregated: **Risk Worksheet Req; mRDC <u>max</u> daily \$100k Daily \$ Limit:
Image Cash Letter Only ***additional documents needed; Testing of file required prior to go live	Type and version of Software: File submitted via: ☐ Remote Deposit System ☐ RemitPlus Express ☐ Secure FTP***		

Scanner Details	
Scanner	Average # of Checks Deposited/Day/Scanner: Equipment needed: ☐ Yes ☐ No – type owned:
Order Info	If Ordering - # needed: Type of scanner: ☐ Ship to Client ☐ Ship to Bank Account # to debit:
Shipping Info	Attention: Physical Address:

FIRST FINANCIAL BANK

Treasury Management Services Request Schedule A

This TREASURY MANAGEMENT SERVICES REQUEST Schedule A is executed as of _____ (the "Effective Date") by and between First Financial Bank, a Texas state association ("Bank"), and the Company identified in the signature section below ("Customer"). Customer acknowledges and agrees that Bank's Treasury Management Services Authorization Form Procedures, Terms and Conditions (the "TMSA Agreement") shall govern Customer's use of Bank's Online Banking Services, as well as the other services identified above. Customer acknowledges the receipt of a copy and agrees to the terms and conditions of the TMSA Agreement.

As required by Chapter 2270, Texas Government Code, Bank does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Pursuant to Chapter 2252, Texas Government Code, Bank represents and certifies that, at the time of execution of this Agreement, neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

- Treasury Management Services.** Bank offers various Treasury Management Services (individually, referred to herein as a "Service"; when one or more, collectively referred to herein as the "Services") to its business customers. Enrollment in any specific Service requires the completion of this Treasury Management Services Request ("Schedule A"). Enrollment in a Service is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through regular mail, by facsimile, or via email. Customer understands and agrees that Bank is relying on the information provided by Authorized Signer executing Schedule A in providing the Services hereunder. The procedures, terms and conditions in this Agreement govern those Services. Any capitalized terms not defined herein shall have the meaning ascribed to them in the TMSA Agreement.
- Fees.** Customer agrees to pay Bank for the Service(s) in which Customer enrolls in accordance with the fee schedule for the applicable Service(s), a copy of which will be provided to Customer at the time Customer contracts for such Service(s).
- Term.** The term of this Agreement is indefinite, unless terminated by either party pursuant to the termination provisions herein.
- Entire Agreement.** This Schedule A (which includes, but is not limited to, the foregoing 3 pages and this page) and addenda; the TMSA Agreement and addenda; the Treasury Management Services Request; all applicable Delegation of Authority and Service Fee schedules, and attachments, schedules and exhibits thereto, as well as all items expressly incorporated by reference herein shall constitute a single agreement (collectively referred to herein as the "Agreement"), and, as such, shall contain the terms and conditions which govern the Services, and shall constitute the entire agreement between the parties as relates to the Treasury Management Services offered by Bank. This Agreement supersedes any prior agreements or representations relating to the Services and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.
- Authorizations.** Customer agrees to deliver to Bank, prior to or simultaneous with execution of this Agreement or at any time upon Bank's subsequent request, an entity Resolution identifying individuals who are authorized to execute this Schedule A.
- Related Entities.** If Customer desires to obtain Services on behalf of any Related Entities that Customer lists on the Related Entities Section of Schedule A or any additional Related Entities continuation schedules, Customer hereby represents and warrants that the Related Entities are either (a) a Parent Related Entity, (b) a Subsidiary Related Entity, or (c) an Affiliate Related Entity, as such terms are defined in Section 22 of the General Provisions of the TMSA Agreement. Furthermore, Customer hereby agrees and acknowledges that by listing any Related Entities, Customer is also making all representations and warranties set forth in Section 22 of the TMSA Agreement applicable to Related Entities.
- Authority to Execute Agreement.** The individual executing this Agreement on behalf of Customer expressly represents and warrants to Bank that (a) the individual is an Authorized Signer of Customer and is acting within their power and authority to enter into and execute this Agreement on behalf of Customer, (b) that the individual's actions in entering into this Agreement have been duly authorized and approved by Customer in accordance with all necessary actions, and (c) that this Agreement shall be legally binding on Customer after the individual's execution.

In consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer agrees to purchase from Bank certain Services, and Bank agrees to provide Customer such Services, on the terms and conditions stated in this Agreement, as amended from time to time as provided for herein.

COMPANY NAME:	
---------------	--

Date
Signature: _____
Signature of Authorized Signer from Entity Resolution of Customer
Name: _____ Title: _____
(please print)

INTERNAL USE ONLY

<u>Doc Prep Date</u>	<u>Date Setup</u>	<u>Training Complete</u>	<u>TM Sales Rep</u>	<u>Account Officer</u>
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FIRST FINANCIAL BANK

Treasury Management Services Request **Schedule B Authorized Users**

DATE:

PACKAGE INFORMATION

COMPANY NAME*:

CIF #:

AUTHORIZED USER INFORMATION

First Name

Last Name

Business Phone

Authorized User*:

Email Address*:

Mobile Number/Text

Request Type*:

☐ Add User ☐ Add Access¹ ☐ Remove Access ☐ Delete User

Admin*:

☐ Yes ☐ No

User Management Q2:

Create Role titled:

Assign Role:

Package/Module¹

Access

Please specify:

TREASURY/ENHANCED

BASIC

Account Details

☐

☐ All ☐ Only as Listed:

Account Transfers

☐

☐ Business Accounts ☐ Personal Accounts ☐ Both

Mobile Deposit

☐

☐ RDA User - only one user allowed² OR ☐ mRDC

Miscellaneous

☐

☐ Account Statements ☐ Create ISO ☐ Wire Activity Email

Bill Payment

☐

☐ Admin: only one Admin allowed per package² ☐ Sub User

Payment Manager
Existing User to Copy:

☐

☐ ACH Activity ☐ EDI ☐ NOC/Return

☐ Format other than PDF: ☐ CSV ☐ Excel ☐ NACHA ☐ XML

☐ All ☐ Only as Listed:

☐ Issue Checks (Manual/File)

☐ Exception Decision

☐ Request ACH Filter changes

☐ Disable Email/Text Alerts

ACH

☐

☐ Payroll

☐ Pay a Person

☐ Collect from a Person

☐ Passthru

☐ Pay a Business

☐ Collect from a Business

☐ EFTPS

☐ All Accounts ☐ Only as Listed:

Approval Rights (must follow Package setup):

☐ No Approval Rights ☐ Approve Others ☐ Approve Own | ☐ Draft Restricted User Limit:

Wires Online

☐

☐ All Accounts ☐ Only as Listed:

Approval Rights: ☐ None ☐ Approve Others ☐ Approve Own

☐ Domestic: User Limit*

☐ International: User Limit*

Token Needed

☐

Token type: ☐ Soft (included) ☐ Hard (\$20/token)

Credential ID:

Remote Deposit

☐

☐ All Accounts ☐ Only as Listed:

Reports: ☐ View All ☐ View Own

*Required fields. ¹Company configuration will control user setup (i.e. if ACH not turned on don't fill out ACH). ²Checking this box will remove existing user. Contact Treasury Management Client Support at 877-627-7201 or TMClientSupport@ffin.com if you would like to confirm your company's existing services.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the Treasury Management Services Agreement - Procedures, Terms and Conditions.

Delegation of Authority

By signing below, you authorize the person listed above if designated as an Authorized Administrator the authority to do any combination of the following:

- A. Enroll Customer in any Treasury Management Service through the execution of a Treasury Management Services Request Schedule A;
- B. Appoint and remove User(s) (as that term is defined in Section 5(c) of the General Provisions of the Treasury Management Services Agreement – Procedures, Terms and Conditions) to perform authorized transactions under the Agreement and any applicable Treasury Management Services Request Schedule A; and
- C. To perform any transactions pursuant to the Agreement and Treasury Management Services Request Schedule A.

The Authorized Administrator listed below does not have the authority to execute the Treasury Management Services Agreement or appoint or remove any Authorized Administrator(s). This Delegation shall be binding, and the authority shall remain in force until written notice of any revocation or modification is delivered to Bank.

Signature: _____

Signature of Authorized Signer from Entity Resolution for Authorized Administrators;
Signature of Authorized Administrator for Users

Name: _____

Title: _____
(please type or print the above)

**FIRST FINANCIAL BANK TREASURY
MANAGEMENT SERVICES AGREEMENT
PROCEDURES, TERMS AND CONDITIONS**

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TREASURY MANAGEMENT SERVICES AGREEMENT PROCEDURES, TERMS AND CONDITIONS

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Schedule A – Treasury Management Services Request

Schedule B –Authorized Users

Treasury Management Services Fee Schedule

I. GENERAL PROVISIONS

1. Treasury Management Services.

(a) Generally. First Financial Bank ("Bank") offers various Treasury Management Services (individually, each a "Service", collectively the "Services") to its business customers (each a "Customer" or "you"). These Services include but are not limited to the following:

- Business Online Banking
- ACH Origination
- Payment Manager
 - Positive Pay
 - ACH Filter
- ACH Block
- Remote Deposit Capture
- Wire Transfer
- Drawdown Wire Transfer

Many of the Services are available for use through traditional means of financial commerce as well as through the use of Business Online Banking Services offered by Bank. The execution of the Treasury Management Services Agreement (the "Agreement") obligates the parties with regard to the general terms and conditions related to use by the Customer of any Service or Services offered by Bank, regardless of whether such Service is performed traditionally, online or through some combination thereof. Nonetheless, before the Customer begins using any of the Services, the Customer must mail or deliver a duly authorized and executed copy of the Agreement to Bank for review and approval.

(b) Enrollment in a Service or Services. Enrollment in any individual Service is subject to Bank approval and requires the completion of the Treasury Management Services Request ("Schedule A"). Enrollment in a Service or Services is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through e-mail, regular mail, or by facsimile.

2. Accounts.

(a) Generally. The Customer agrees to maintain a minimum of at least one (1) business checking account ("Demand Deposit Account") with Bank with funds sufficient to cover the transactions initiated pursuant to the Agreement, and to cover fees required to pay for Services provided thereunder.

(b) Business Purpose. The Customer agrees that only Demand Deposit Accounts, or other deposit accounts, or other asset accounts (individually, a "Deposit Account"; collectively, "Deposit Accounts") established exclusively for business purposes will be used for transactions conducted pursuant to the Agreement, and that in no event will transactions conducted hereunder be conducted using Deposit Accounts of the Customer or its employees, officers, directors, members, or owners that are established primarily for personal, family or household purposes.

(c) Authorization for Transfers to and from Accounts. The Customer expressly authorizes Bank to debit the appropriate Deposit Account in the amount of any bank transfer initiated by the Customer and pursuant to the Agreement, or initiated by any other person the Customer authorizes to access Deposit Account(s). The Customer agrees that Bank: (i) may treat any bank transfer, whether initiated online or otherwise, from a Deposit Account the same as a duly executed written withdrawal, transfer, or check; (ii) may treat any bank transfer to a Deposit Account the same as a deposit by cash or check; and (iii) may treat any bank transfer to a loan account held by the Customer the same as a loan payment to Bank, all in accordance with the terms of the Agreement and the Terms and Conditions of Your Account governing the Deposit Account (the "Deposit Account Agreement") or the Customer's agreement with Bank governing any such loan account (the "Loan Account Agreement"), as applicable.

(d) Account Limitations. The Customer's ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of the applicable Deposit Account Agreement or the applicable Loan Account Agreement. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation in effect at the time a bank transfer is initiated. The Customer agrees that Bank may, without notice or other obligation to the Customer, for security reasons or as otherwise expressly provided in this Agreement, the Deposit Account Agreement or the Loan Account Agreement, (a) refuse to make any bank transfer, or (b) refuse to accept a Remote Deposit Capture deposit.

(e) Customer Printed Checks. Bank reserves the right, with respect to any and all of the Services, to require Customer to submit any non-Bank printed checks (i.e. checks that are printed by the Customer, or printed by an independent printer at the request of the Customer) for Bank's review and approval regarding format, size and other requirements. If Bank exercises such review and approval right for any of the Services, Customer shall be required to submit such non-Bank printed checks for Bank's review and approval prior to Customer using such non-Bank printed checks.

3. The Agreement.

(a) Generally. The terms and conditions of the Agreement, including Schedule A, any Service setup detail forms, these Treasury Management Services - Procedures, Terms and Conditions, and all attachments, authorizations, schedules and exhibits, together with all amendments or modifications thereto, are cumulative with and in addition to any terms of the Deposit Account Agreements and related Deposit Account signature cards and authorizations, Funds Transfer Agreements, Loan Account Agreements, the applicable Deposit and Loan Account disclosures, Bank's service schedule, Bank's Schedule of Funds Availability, any credit account

agreements relating to any credit accounts the Customer may have with Bank (together, the "Bank Agreements, Schedules and Disclosures"), the rules and regulations of any federal or state agency that supervises Bank's activities or insures accounts at Bank, and any applicable clearinghouse operating rules and guidelines, including, but not limited to those of the National Automated Clearing House Association ("NACHA"), and any other applicable local clearing house association, all as may be amended from time to time.

(b) Inconsistencies. To the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the terms of the Agreement, as relates to any Service or Services, and the terms of any other Bank Agreements, Schedules and Disclosures, the terms of the Agreement shall control, but only to the extent of the inconsistency. Furthermore, to the extent expressly provided for otherwise herein, should any inconsistency exist or arise between the General Provisions of the Agreement and the applicable Service Specific Provisions of the Agreement, the terms of the Service Specific Provisions shall control, but only to the extent of the inconsistency.

(c) Amendment. Bank may amend the Agreement from time to time. To the extent permitted by applicable law, Bank may amend any term of the Agreement without prior notice or obligation to the Customer: (i) if a service provider changes any term without providing Bank sufficient prior notice to enable Bank to timely notify the Customer; (ii) for security reasons; (iii) to comply with applicable law; or (iv) as otherwise expressly provided in the Agreement. Use by the Customer of the Service(s) following the effective date of any amendment(s) shall constitute the Customer's acceptance of and agreement to the amendment(s). If the Customer does not agree to the changes as set forth in an amendment, the Customer may choose to terminate the Service(s) affected by the amendment prior to the effective date of the amendment by discontinuing further use of the Service and following the procedures set forth in Section 27 of these General Provisions. Unless otherwise provided for herein, the Agreement may not be amended or modified unless agreed to in writing by Bank.

4. Notices and Instructions.

(a) Generally. Unless otherwise stated in the Agreement, all notices required pursuant to the Agreement and the Services shall be in writing. Bank shall be entitled to rely on any written notice or other written, electronic or telephone communication believed by it in good faith to be genuine and to have been initiated by an authorized representative of the Customer to Bank. Any such communication will be deemed to have been authorized by the Customer. The parties agree that Bank's records of telephonic or electronic instructions shall be conclusive evidence of the actual notice or instructions given by the Customer and recorded by Bank.

(b) Data Recording. The Customer consents to Bank's recording and monitoring of any telephone conversations and online transmissions or communications including,

but not limited to, requests or instructions. Bank, however, has no duty to record or monitor such telephone conversations or online transmissions and communications, and the election to record and/or monitor is within Bank's sole discretion. The Customer agrees to Bank's telephonic or electronic recording for security and quality of service purposes. Either the Customer or Bank may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with the Service.

(c) Delivery of Notices, Disclosures, Amendments or Other Communications by Bank by E-mail. The Customer acknowledges and agrees that, to the extent permitted by applicable law, Bank may deliver all notices, disclosures, amendments or other communications required hereunder to the Customer by e-mail at the Customer's e-mail address as provided to Bank. To the extent permitted by applicable law, the Customer agrees that each such communication will be binding and enforceable to the same extent as if it were delivered to the Customer in writing by regular mail, branch posting, or in person.

(d) E-Mail Communication. The Customer may send e-mail to Bank and receive e-mail from Bank. (i) Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted in accordance with Bank's security standards, as posted on Bank's website, or transmitted via a secure session using a commercially reasonable security technology that provides a level of security that is equivalent to Bank's security standards, as posted on Bank's website. (ii) The Customer agrees that unsecured e-mail will not be used to deliver sensitive personal or private information that includes, but is not limited to bank routing numbers, account numbers, Social Security numbers, Business ATM & Checkcard numbers, personal identification numbers ("PINs"), home addresses, User IDs, Passwords, ACH entries, or to provide required notices to Bank pursuant to any agreement the Customer has with Bank, unless such agreement expressly provides for e-mail notification. (iii) **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUEST(S) SENT TO BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH E-MAIL. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY E-MAIL PURPORTED TO BE SENT BY THE CUSTOMER. BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.** (iv) E-mail transmitted by the Customer to Bank may not be delivered to Bank immediately. If the Customer needs to contact Bank immediately to stop a payment, to report an unauthorized use of the Customer's User ID, to report

unauthorized access to an account, or for any other reason, the Customer shall contact Bank by telephone at the telephone number provided herein, or in person. Bank will not be responsible for acting on or responding to any e-mail request made until Bank actually receives the Customer's e-mail message and Bank has a reasonable opportunity to act. (v) The Customer should check its e-mail regularly as Bank may attempt to notify the Customer by e-mail in the event of any technical difficulties or other occurrence that may affect Bank's online Services.

(e) Address for Notification. All notices to be delivered by the Customer to Bank pursuant to the Agreement can be made to the physical address, postal address, or e-mail address indicated below, as applicable pursuant to the terms of the Agreement and the requirements of the notice:

Bank's physical notification address:
First Financial Bank
Attn: Treasury Management
400 Pine Street, Suite 410
Abilene, TX 79601
E-mail: TMClientSupport@ffin.com

Bank's postal (i.e. P.O. Box) notification address:
First Financial Bank
Attn: Treasury Management
PO Box 701
Abilene, TX 79604

All notices to be delivered by Bank to the Customer pursuant to the Agreement can be made to the postal address, e-mail address, or through Business Online Banking indicated in the attached Schedule A, as such notification information as may be amended in writing by the Customer from time to time.

5. Submission of Information and Documents.

(a) Delivery of Documents. The Customer agrees to deliver, in a form and content satisfactory to Bank, such additional executed, or as the case may be, certified, documents required by Bank from time to time to obtain and to continue to receive the specific Service(s) requested by the Customer, including Deposit Account signature cards, declarations, authorizations, resolutions, implementation documents and updated financial statements.

(b) Provision of Information. Prior to initiating a new Service, the Customer agrees to provide all information which Bank may request including specifications, test results, check samples, transmissions and documents. In the event that Bank determines, in its sole discretion, that any specification, test result, sampling, transmission or document does not meet its requirements, Bank may advise the Customer that the Customer will not be eligible to obtain the Service(s) until requested information that is satisfactory to Bank is provided by the Customer.

(c) Authorizations. (i) The individuals executing the Customer's signature card for Depository Account(s) and the individuals granted banking authority under the

Customer's Corporate Resolutions are "Authorized Signers" under this Agreement. The individuals listed on Schedule B –Authorized Users are "Authorized Users" under this Agreement. Collectively, Authorized Signers and Authorized Administrators shall be referred to as "Authorized Parties" under this Agreement. Authorized Signers have the authority: to sign the Agreement and any addenda thereof; to accept on behalf of the Customer the terms and conditions governing the use of Services, including acceptance of Security Procedures (as defined below); to enroll in Services; to appoint and remove Authorized Administrators (as defined below); to provide the required information to set up and administer Services; to perform the functions of an Authorized Administrator; to authorize and remove the authorization of individual Users (as defined below) who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. Authorized Administrators have the authority, if granted by the Authorized Signers: to enroll in Services; to sign addenda to the Agreement as they relate to Services; to provide the required information and instructions to set up and administer Services, including the authority to add or remove Deposit Accounts or Service features; to authorize and remove the authorization of individual Users who perform transactions related to a Service or Services; to grant access to specific Deposit Accounts and Service functions; to re-set passwords; to audit Service activities of Users who perform transactions related to a Service or Services; and to perform transactions related to any Service hereunder. Bank may rely on the Customer's Corporate Resolutions and Schedule B to be a true and correct representation of the Customer's authorizations. (ii) The Customer shall develop and maintain a list of the Customer's employees authorized to perform any of the transactions required by the Customer under the Agreement and naming those individuals who are authorized to act on behalf of the Customer with respect to the Service (the "Users"). If Bank requests, the Customer agrees to deliver to Bank its list of Users and the Service or Services for which they are authorized to perform transactions. **(iii) THE CUSTOMER AGREES THAT IN THE EVENT THE CUSTOMER DESIRES TO NAME ADDITIONAL AUTHORIZED ADMINISTRATORS OR REMOVE THE AUTHORITY OF AN EXISTING AUTHORIZED ADMINISTRATOR, THE CUSTOMER MUST PROVIDE BANK WITH WRITTEN INSTRUCTIONS ADVISING BANK OF THE CHANGE IN AUTHORITY SIGNED BY A PERSON NAMED AS AN AUTHORIZED SIGNER ON THE MOST CURRENT OR CORPORATE RESOLUTION. THE CUSTOMER AGREES THAT BANK WILL RELY ON THE MOST CURRENT CORPORATE RESOLUTION AND SCHEDULE B SUPPLIED BY THE CUSTOMER AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACTIONS TAKEN OR TRANSACTIONS PERFORMED BY THOSE INDIVIDUALS NAMED AS AUTHORIZED PARTIES ON THE CURRENT CORPORATE RESOLUTION OR SCHEDULE B OR NAMED AS USERS BY CUSTOMER.**

(iv) The Customer understands and agrees that any employees or applicants for employment with Customer who are or may become Authorized Parties or Users, or may otherwise have any responsibility for handling Customer's financial affairs (including processing, writing or receiving checks or electronic transfers, handling account statements or other financial information, conducting Remote Deposit Capture Services such as scanning or storing Original Checks (as defined herein), or creating, transmitting or storing Substitute Check images, or acting otherwise regarding Customer's financial affairs) has been asked specifically whether they have ever been convicted of a felony, that a thorough background check of such employee or applicant has been conducted, that a system of reasonable financial controls is in place and that the Customer has instituted a program that encourages Customer's employees to report fraudulent or dishonest activities to Customer's management.

6. Security Procedures; Customer's Data Security Obligations; Limitation on Liability; Responsibility for Loss.

(a) Security Procedures under the Agreement. Where required for any Service, Bank and the Customer will agree in writing to one or more security procedures ("Security Procedures") that must be used by Bank and the Customer in connection with the Service(s). Security Procedures offered by Bank are described herein and in Bank's Deposit Account Agreement. As part of the Security Procedures, Bank may employ various authentication technologies. As part of Bank's Business Online Banking Services for business Customers, Bank employs various security and authentication technologies to ensure that Authorized Parties and Users are communicating directly with Bank, and also to ensure that the Customer's computer is communicating with a legitimate Bank computer. Such Bank authentication procedures and technologies include, but are not limited to, use of Customer Business Online Banking Services User IDs, passwords and other "Additional Authentication Information" ("AAI") that Bank may require Customers to provide at Bank's sole discretion. Such AAI is required as a component of various Business Online Banking Services authentication procedures that Bank may employ, including, but not limited to, security questions and responses and/or use of other hardware-based and software-based security and authentication tools, programs and procedures. The Customer is responsible for the establishment and maintenance of its internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures.

CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL USER IDS AND PASSWORDS OF THE CUSTOMER'S AUTHORIZED PARTIES AND USERS, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL CUSTOMER WOULD USE FOR CASH, OR A MECHANICAL CHECK-SIGNING MACHINE, BUT IN NO EVENT LESS THAN REASONABLE SECURITY

AND CONTROL UNDER THE CIRCUMSTANCES. If the Customer or its employees or agents have reason to believe that any Security Procedure has or may have become known by unauthorized persons (whether or not employed by the Customer), the Customer shall immediately notify Bank by telephone and confirm such oral notification in writing to Bank within twenty-four (24) hours of the oral notification. Bank will replace the Security Procedures in accordance with Bank's standard security requirements related to the applicable Service(s). To the maximum extent permitted by applicable law, the Customer will be solely liable for all transactions, including funds transfer instructions and other communications, initiated before Bank has received such notification and has had a reasonable opportunity to act on such notification. Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to the Customer. The Customer agrees that its use of the related Service or Services after Bank provides notice of such changes constitutes Customer's acceptance of the new Security Procedures. The Customer acknowledges that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. Bank is not agreeing to any security or other procedure for the detection of errors. The Customer represents that for the Service or Services it requests, it considers the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.

(b) Customer's Data Security Obligations. With regard to obtaining any Services under this Agreement, Customer must comply with the Computer (as defined herein) hardware, software, and Security Procedures requirements as set forth in these General Provisions and as set forth in any Service Specific Provisions or any supplemental information and/or instructions provided by Bank. "Computer" means, collectively, the equipment and software (including web browser software) that allows Customer to access the Internet. Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder and the Customer agrees to abide by such requirements. Furthermore, the Customer understands and acknowledges that if Customer does not follow commercially reasonable hardware, software, physical access and physical storage security procedures regarding any Customer-owned Data (defined herein), including such data containing the sensitive personally identifiable information ("PII" as defined herein) of any individual, the security of Customer's transactions and/or Customer-owned Data (including sensitive PII) may be compromised. "Personally identifiable information" means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, and includes, but is not limited to, (i) "nonpublic personal information" as such term is

defined under the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138) as amended from time to time (the "GLBA") and the regulations promulgated thereunder, and (ii) "personal information" as defined in applicable state data privacy laws, rules and regulations. Customer understands, acknowledges and agrees that installation, maintenance and operation of Customer's Computer (hardware and software) and related security procedures, including, but not limited to, data security protection, firewalls and anti-virus software, is the Customer's sole responsibility, and that Customer is solely responsible for securing, encrypting, protecting and otherwise safeguarding the Customer-owned Data.

(c) Limitation on Liability. Customer understands, acknowledges and agrees that Bank is not responsible for any loss or damages resulting from any errors or failures of the Customer's Computer or data processing systems, including, but not limited to any computer virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to Customer-owned Data, or any Internet-related problems that may be associated with the Customer's access and use of the Services.

(d) Serious Potential Threat to Customer's Business; Notification to Bank. Customer acknowledges and agrees that the threat of fraud resulting from theft of electronic data is a serious potential threat to Customer's business and, accordingly, Customer will take all reasonable steps to make certain that its Computers and data security systems are protected from unauthorized access or use, and in an event of any unauthorized access or use, Customer will take all reasonable steps to immediately inform Bank of the security breach.

(e) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of Customer's failure to comply with its data security obligations, regardless of whether such damage or loss results from the activities of Customer's employees, agents, subcontractors or any unaffiliated third party, any such loss or damage shall be the sole responsibility of Customer.

7. Business Days; Posting; Funds Availability.

(a) Business Days. Any day on which a majority of Bank's offices are open to the public for conducting substantially all business functions shall be a "Business Day"; provided, however, that Saturdays, Sundays and federal holidays are not Business Days even if a majority of Bank's offices are open.

(b) Posting. Transactions (such as deposits, funds transfers, instructions and entries) related to any Service will be posted to the applicable Deposit Account in accordance with Regulation CC regarding funds availability as provided for in the Deposit Account Agreement. Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to the Customer.

(c) Funds Availability. Any funds transferred pursuant to a transaction hereunder will be available for withdrawal or advance as provided for in Bank's then current Schedule of Funds Availability, as amended from time to time, and in accordance with applicable law.

8. Honoring Transactions and Instructions; Furnishing Information.

(a) Generally. Bank will honor the Customer's transactions and instructions (including adjustments and cancellations) only when the Customer has complied with the Agreement. Bank will be under no obligation to complete any transaction or instruction that: (i) exceeds the Customer's collected or available funds on deposit with Bank, even if Bank has done so in the past; (ii) is not in accordance with any condition requested by the Customer and agreed to by Bank; (iii) Bank has reason to believe may not be authorized by the Customer; (iv) involves funds subject to a hold, dispute or legal process preventing their withdrawal; (v) violates, in the opinion of Bank, any provision of any present or future risk control program of the Federal Reserve or any other applicable federal or state law; (vi) does not comply with any other requirement stated in the Agreement or any Bank policy, procedure or practice; and/or (vii) for the protection of Bank or the Customer, Bank has reasonable cause not to honor.

(b) Insufficient Account Balances for Service(s). When a Service requires the Customer's Deposit Account(s) to contain sufficient, good, collected, and available funds to cover the Customer's obligations for the required Service, the Customer agrees to maintain sufficient, good, collected, and available funds in those accounts from which the funds are to be withdrawn or transferred. If there are insufficient funds in the designated Deposit Account to cover the required withdrawal(s), transfer(s), or related fees, except as specifically modified in an applicable implementation document, Bank may: (i) withhold the Service; (ii) in its sole discretion, elect to dishonor any item or transaction that creates a negative balance and has no duty to notify the Customer prior to dishonoring any overdraft, even if Bank has paid overdrafts on behalf of the Customer in the past; (iii) in its sole discretion, provide the Service, and the Customer agrees to pay Bank promptly or on demand the amount of overdraft and any fees or other costs; and/or (iv) require the Customer to pre-fund transactions prior to settlement date or effective date. Bank may, in its sole discretion, on occasion provide a Service against insufficient, good, collected and available funds in Deposit Account(s), but Bank is not obligated to do so, and any action by Bank of this nature will not constitute an obligation by Bank to provide the Service in the future.

(c) Data File Retrieval and Delivery. Bank provides a data file exchange facility for Customers, which is intended to ensure a convenient, reliable and efficient means to obtain various informational data files and reports from Bank, or deliver instructional data files to Bank for processing and handling. This data file exchange facility makes it possible for a Customer, the Customer's agent, or a third party authorized by Customer to obtain

specific Demand Deposit Account activity information as well as a means for a Customer, their agent or third party authorized by Customer to provide instructions to Bank in conjunction with various Services provided by Bank. To support this data file exchange facility, Bank makes use of an accepted data communication convention, File Transfer Protocol ("FTP"), which prescribes the manner in which files containing data are to be exchanged between computers using the Internet's transmission control protocol/Internet protocol ("TCP/IP") functionality. Bank allows Customer to choose among certain options for communicating with Bank's FTP external server for retrieval and delivery of data files. Access to Bank's FTP external server may require that the Customer, their agent or a third party authorized by Customer, utilize the Customer's User ID, and/or password (both of which are assigned by Bank), or any AAI, and Bank may further require that public encryption keys be exchanged between Customer (or their agent or third party authorized by Customer), and Bank, depending upon the communication option selected. Also, certain communication options will require Customer, their agent or third party authorized by Customer to furnish Bank with the TCP/IP address from which a FTP communication session will originate. In addition to the general testing obligations set forth in Section 5(b) above, when Customer selects a particular communication method, Bank and Customer shall cooperate in testing data file exchange by such communication method, and if the testing process is completed satisfactory to Bank, then such communication method will be used. If, however, the testing process for a particular communication method is not completed satisfactory to Bank, then Customer must choose a different communication method that must also meet with Bank's testing and approval as stated above. Once a particular communication method has been successfully tested satisfactory to Bank's requirements and approved by Bank, then Bank and Customer will commence exchange of data files using such communication method. When incoming data files are delivered to Bank by Customer (or by Customer's agent or third party authorized by Customer), the data files will reside in a secure folder on Bank's FTP external server until such files are relocated internally by Bank for processing.

9. Oral Instructions.

At Bank's option, Bank may honor the Customer's oral instructions regarding Service(s). The Customer agrees that Bank may in good faith rely on any such oral instructions, which purport to come from the Customer (including any Authorized Party or User) or the Customer's agent without independent verification by Bank unless Security Procedures require otherwise.

10. Erroneous Instructions.

CUSTOMER AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE FOR ANY INSTRUCTION, FUNDS TRANSFER ORDER, AMENDMENT OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY

THE CUSTOMER OR ANYONE AUTHORIZED BY THE CUSTOMER HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY THE CUSTOMER OR ANYONE AUTHORIZED BY THE CUSTOMER HEREUNDER, REGARDLESS OF WHETHER BANK FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY APPLICATION HERETO.

11. Inconsistent Name and Identifying Number.

If any funds transfer instruction by the Customer describes the intended recipient of funds inconsistently by name and account number, the Customer agrees that payment by the receiving bank (which may be Bank) may be made on the basis of the account number alone even if that account is not owned by the person or entity named in the funds transfer instruction. If any funds transfer instruction identifies an intermediary bank or the payee's bank inconsistently by name and identifying number, the Customer agrees that Bank may rely solely on the identifying number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank the Customer identified by name. To the extent permitted by applicable law, the Customer acknowledges and agrees that its obligation to pay Bank the amount of the funds transfer pursuant to a funds transfer instruction will not be excused in any circumstance described in Section 10 above and that the Customer will reimburse Bank for any losses or expenses Bank incurs as a result of Bank's reliance on the identifying number provided in the funds transfer instruction.

12. Account Holder's Liability for Funds Transfers.

The Customer agrees to be bound by any funds transfer, amendment or cancellation to a funds transfer issued in the Customer's name and received by Bank, whether or not authorized, if Bank accepts the funds transfer, amendment or cancellation in good faith and in compliance with the Security Procedures agreed to herein. In the event that a funds transfer is unauthorized but effective pursuant to the Security Procedures agreed to herein, Bank is entitled to enforce or retain payment for the funds transfer from the Customer unless the Customer can prove that the funds transfer was not caused, directly or indirectly, by a person (i) entrusted at any time with duties to act on the Customer's behalf with respect to such funds transfer or the Security Procedures; or (ii) who obtained access to the Customer's transmitting facilities or who obtained, from a source controlled by the Customer and without authority of Bank, information facilitating breach of the Security Procedures, regardless of how the information was obtained or whether the Customer was at fault.

13. Account Reconciliation and Reporting of Discrepancies.

(a) Generally. The Deposit Account statements provided to the Customer by Bank will notify the Customer of (i) the execution of funds transfers and all debits or credits to accounts of the Customer held by Bank resulting from

transactions pursuant to the Agreement; and (ii) amounts debited by Bank from the account(s) for payment of fees for the Services hereunder or other charges pursuant to the Agreement. The Customer agrees that Bank will not be required to provide any other notice to the Customer of the execution of any funds transfers, debits, credits or charges.

(b) Notification of Discrepancies. Customer agrees to promptly report to Bank any discrepancies between the Customer's records and Bank's records and/or Deposit Account statements and any relevant facts pertaining to potentially unauthorized or erroneous funds transfers of any kind. (i) For funds transfers, such report should be made within thirty (30) calendar days from the date the Customer receives notice from Bank that the funds transfer was processed or that the Customer's account was debited with respect to the funds transfer. The Customer's failure to notify Bank of any such discrepancies may result in the Customer forfeiting any interest potentially due on the amount of the unauthorized or erroneous funds transfer due to Customer's failure to provide notification within thirty (30) days as stated herein. (ii) For all ACH transactions that are believed to be unauthorized or erroneous, such report should be made no later than one (1) Business Day following the date of the unauthorized or erroneous entry so that Bank can return the item to the Originating Depository Financial Institution (the "ODFI") within the two (2) Business Day period required under NACHA Rules. Failure to do so for debits against an account will preclude Bank from returning the transaction through the ACH system and re-crediting the account. At the Customer's request, Bank will go outside the ACH system and request a credit from the ODFI based on a violation of the ODFI's warranty that the transaction was authorized.

(c) Foreign Currency Exchange Conversions. Bank assumes neither risk of loss nor any liability, which any person (including the Customer) may suffer by reason of foreign currency exchange conversions. Any gains resulting from foreign exchange conversion in connection with any Customer transaction pursuant to any Service hereunder shall inure to the Customer.

14. Settlement of Obligations.

To the fullest extent permitted by applicable law, the Customer authorizes Bank to obtain payment of the Customer's obligations to Bank under the Agreement from time to time by (i) initiating debit or credit transfers to any of the Deposit Accounts; or (ii) deducting the payment from the amount of any bank transfer. Such obligations include, without limitation, fees owed to Bank, in conjunction with any of the Services or otherwise, and settlement for funds transfers initiated pursuant to the Agreement. At the time any Deposit Account is closed (whether by the Customer, by Bank, or otherwise) or any Service is terminated (whether by the Customer, by Bank, or otherwise), the Customer agrees that all such fees and other obligations will be immediately due and payable to Bank, and the Customer authorizes Bank to withhold the amount of any such fees and other obligations from any Deposit Account.

Debiting a Deposit Account or deducting payment from the amount of any bank transfer is not Bank's exclusive remedy under this or any other section of the Agreement, and Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

15. Cooperation in Loss Recovery Efforts.

Except as otherwise stated in the Agreement, in the event of any damages for which Bank or the Customer may be liable to the other or to a third party with respect to the Service(s), Bank and the Customer will undertake commercially reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party.

16. Fees.

(a) Generally. Bank reserves the right to change any fee schedule at any time and from time to time. Applicable fees do not include, and the Customer will be solely responsible for payment of any sales, use, excise, value added, utility tax, or tariffs relating to the Service(s) provided hereunder, and for all telephone charges, internet access service charges, tolls, tariffs, and other costs for Business Online Banking Services initiated by the Customer or the Customer's authorized users.

(b) Payment of Fees. Any amount(s) due Bank for the Service(s) as determined by Bank's account analysis system will be charged as a direct fee debited to the Customer specified Deposit Account. If the Customer specified Deposit Account has insufficient funds to pay any amount due, Bank may debit any Deposit Account maintained by the Customer at Bank. If there are no Deposit Accounts at Bank with sufficient funds to cover the amount due Bank, the Customer agrees to pay such amounts directly to Bank upon demand. The Customer also agrees to reimburse Bank for any actual expenses Bank may incur to effect, administer or revoke any Service(s). In the event any fees or taxes are owed to Bank and are not paid, Bank shall have no obligation to execute any Service for the Customer, or to continue any Service(s) previously provided to Customer.

17. Use of Third Parties.

(a) Bank's Use of Third Parties. Bank's ability to provide certain Services depends on its ability to provide access to third party networks and other third party services. In the event Bank determines, in its sole discretion, that it is unable to provide third party network or services access, Bank may discontinue the related Service or may provide the Service through an alternate third party network or service, and shall have no liability for the unavailability of such Service.

(b) The Customer's Use of Third Parties. The Customer shall notify Bank in writing as specified in Section 4(e) of the name of any third party whom it hires, employs, or to whom it delegates its duties or responsibilities under the Agreement, before that third party initiates any

transaction or performs an obligation authorized or required under the Agreement. The Customer agrees that it shall be solely responsible for all acts of any such third party. The Customer shall provide information including financial information which Bank may, in its sole discretion, require from time to time regarding any third party vendor which the Customer hires, employs, or retains in any manner, to initiate transactions or assume any of the Customer's duties under the Agreement. The Customer understands and agrees that because of the risks involved in certain of the Services that the Customer may utilize, Bank may refuse, in its sole discretion, to provide such Services to the Customer if the third party retained by the Customer does not meet Bank's qualification criteria. Bank's acceptance of any third party retained by the Customer based on Bank's qualification criteria is not a representation or warranty by Bank regarding the fitness of the third party's capabilities or financial condition, nor is such acceptance by Bank an endorsement of any third party's ability to perform the third party services for Customer. The Customer agrees that it shall not allow any third party to use any Service hereunder or to process any third party's transactions pursuant to the Services hereunder through the Customer or its accounts without Bank's prior written consent.

18. Courier Agreements.

The Customer may utilize a courier to conduct transactions pursuant to the Agreement. In so doing, the Customer agrees at all times and in all respects, regardless of the source of payment for the courier services, that (i) the courier is the agent of the Customer and not Bank; (ii) Bank makes no representations or warranties regarding any courier, and assumes no responsibility with respect to any services performed or promised by any courier; and (iii) the Customer assumes all risk of loss (including loss or theft by third parties or employees of the Customer or the courier) prior to Bank's acceptance of such transactions from the courier and subsequent to the courier's acceptance of transactions from Bank. The Customer agrees that the Customer and the courier will be responsible for all loss recovery procedures and processes, although Bank may undertake commercially reasonable efforts to facilitate loss recovery.

19. Proprietary Property.

The Customer acknowledges and agrees that all trademarks, trade names, service marks, copyrights, programs, specifications, software, systems designs, applications, routines, techniques, enhancements, software codes, test keys, security devices, Security Procedures, documentation, manuals, ideas and formulas (collectively, referred to herein as the "Bank Proprietary Property") utilized or developed and provided by Bank in connection with the Agreement and the Services provided hereunder, whether online via Bank's web site or otherwise, are proprietary property of Bank having great commercial value to Bank. The Customer shall have no ownership interest in Bank Proprietary Property or other rights related thereto, and the Customer agrees to keep Bank Proprietary Property

confidential at all times. The Customer may use Bank Proprietary Property only for the purposes for which it was provided by Bank and shall notify Bank immediately of any breach of this section of which it becomes aware. Bank may require the Customer to license specific software in order to receive a particular Service. Unless agreed to the contrary between the parties with regard to certain Services, with such agreement approved by Bank in Bank's sole discretion, upon termination of the Agreement or any applicable Service, such license in Bank's Proprietary Property and any licensed software shall automatically expire and the Customer agrees to immediately cease using any Bank Proprietary Property and any licensed software relating to the Service or Services effected by such termination. Additionally, and unless contrary to prior agreement regarding the software, the Customer agrees to erase any software comprising Bank Proprietary Property and relating to the Service or Services terminated to the extent such software is stored in the Customer's computers, and, at the request of Bank, to return all copies of all items relating to Bank Proprietary Property which are in the possession of the Customer. Alternatively, and at Bank's option, the Customer will destroy all copies of all items relating to Bank Proprietary Property which are in the possession of the Customer and, upon request from Bank, provide written certification to Bank that such destruction has occurred.

20. Confidentiality.

The Customer and Bank each agree that all information concerning the other party or parties which comes into its possession in connection with any Service and/or the performance of the Agreement including, but not limited to, software licensed to the Customer by Bank, user guides, and Security Procedures including security access codes, keys, PINs, template numbers, or any other AAI, will be maintained as confidential and shall not be used or divulged to any other party except as may be appropriate to enable Bank to provide the Service or as required by applicable law. The Customer agrees that Bank may share any information concerning the Customer's accounts and account transactions with any of Bank's affiliates, subsidiaries, parent Customer or service providers and to the extent Bank determines necessary, with the Customer's third party processor(s), and state or federal regulators, bank examiners or auditors.

21. Customer Records; Ownership of Data; Response to Data Security Breach Incidents; Responsibility for Loss.

(a) Customer Records. The Agreement will not relieve the Customer of any obligation imposed by law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. The Customer shall retain and provide to Bank upon request all information necessary to remake or reconstruct any deposit, transmission file, or entry for at least thirty (30) Business Days, or longer as set forth in a separate Service Provision, following receipt by Bank of the deposit, transmission file, entry, or other order

affecting any of the Customer's account(s); provided, however, that Bank's records, kept in the ordinary course of business, will be presumed to accurately reflect the contents of the Customer's instructions to Bank and, in the absence of manifest error, will be binding and conclusive.

(b) Ownership of Data. The parties understand, acknowledge and agree that all data provided by Customer to Bank (including, but not limited to, electronic images of Substitute Checks retained on any Processing Equipment, Processing Software, or any other processing equipment or software (including Customer's Computer) used by Customer in conjunction with Remote Deposit Capture Services), and all data produced, compiled or otherwise provided by Bank to Customer, in any form or format, is the sole and exclusive property of Customer and copies thereof shall be provided to Customer at Customer's request from time to time and at any time ("Customer-owned Data"). Once Customer-owned Data is delivered by Bank to Customer, retrieved by Customer from Bank, or otherwise created as a by-product of a transaction between Customer and Bank and retained by Customer, such Customer-owned Data is solely within Customer's possession and control.

(c) Response to Data Security Breach Incidents. As stated in Section 6 above, Customer has the sole responsibility for security and protection of Customer-owned Data. In the event of any security breach incident involving any potential or actual unauthorized access or acquisition of Customer-owned Data (*e.g.* computer hacking, virus attack, or theft or loss of any equipment containing Customer-owned Data), it is Customer's sole responsibility to determine whether Customer has the obligation, under applicable law, to notify potentially affected individuals whose sensitive PII may have been compromised by the security breach incident. Customer must conduct, at its sole cost and expense, any audit and forensic investigation of such security breach incident. Customer bears the sole responsibility for any and all costs of complying with required data breach notifications to individuals, credit bureaus and/or governmental entities as required by applicable law, and any and all costs for credit report monitoring or fraud monitoring associated with such security breach incident.

(d) Responsibility for Loss. If, despite Customer efforts, Customer suffers any damage or loss as a result of any unauthorized access or data security breach (*e.g.* computer hacking, virus attack, or theft or loss of equipment or other information containing Customer-owned Data), and regardless of whether such unauthorized access or breach results from the activities of Customer's employees, agents, subcontractors, or any unaffiliated third party, any such loss or damage shall be the sole responsibility of the Customer.

22. Representations and Warranties by Customer.

For purposes of this Section 22 and the Agreement, the following definitions apply:

"Affiliate" means a person who controls, is controlled by, or is under common control with another person.

"Organization" includes, but is not limited to, a corporation, limited or general partnership, limited liability partnership or limited liability company, business trust, real estate investment trust, cooperative, association, or other organization, regardless of whether the organization is for-profit, nonprofit, domestic or foreign.

"Parent" means an organization that, directly or indirectly through or with one or more of its subsidiaries: (a) owns at least 50 percent of the outstanding ownership or membership interests of another organization; or (b) possesses at least 50 percent of the voting power of the owners or members of another organization.

"Person" includes a corporation, organization, government or governmental subdivision or agency, business trust, estate, trust partnership, association and any other legal entity.

"Related Entity" means either (a) a Parent, (b) a Subsidiary, or (c) an Affiliate of Customer.

"Subsidiary" means an organization for which another organization, either directly or indirectly through or with one or more of its other subsidiaries: (a) owns at least 50 percent of the outstanding ownership or membership interests of the organization; or (b) possesses at least 50 percent of the voting power of the owners or members of the organization.

The Customer represents, warrants and agrees that (i) the execution, delivery and performance by the Customer under the Agreement are within the Customer's powers, have been duly authorized by all necessary action and do not contravene the Customer's governing documents (if any) or any law or contractual restrictions; (ii) no authorization, approval or other act, and no notice to or filing with any governmental authority or regulatory body is required for the execution, delivery and performance by the Customer of the Agreement; (iii) the Agreement constitutes the legal, valid and binding obligation of the Customer and that the Agreement is enforceable against the Customer in accordance with the terms of the Agreement; (iv) no information furnished by the Customer to Bank in connection with the Agreement is inaccurate in any material respect, contains any material misstatement of fact, or omits any fact necessary to make such statements not misleading, as of the date it is dated, or if not dated, the date it is given to Bank; and (v) the Customer has not been induced to enter into the Agreement by any representations or statements, oral or written that have not been expressly incorporated herein by reference. The Customer agrees to deliver to Bank, upon execution of the Agreement and at any time upon Bank's request, a certified copy of a duly adopted resolution, unanimous consent or other similar corporate document or official record authorizing the execution of Schedule B and Agreement and the granting of authority to the person(s) identified therein.

In addition, in the event that Customer desires to obtain any Services under this Agreement for any of Customer's Related Entities, as Customer shall list such Related Entities in Schedule A or any addendum, exhibit or schedule used in connection with this Agreement, the Customer makes the following additional representations and warranties to Bank each time that Customer lists a Related Entity that is authorized to obtain Services under this Agreement: (x) if Customer is a Parent of any Subsidiary Related Entity listed, that Customer is authorized under applicable governing documents to exercise both the voting power and equity of the Related Entity, and that no third party holds any veto power or approval right over (A) Customer's ability to appoint a majority of the directors, managers or other members of the Related Entity's governing body, (B) Customer's ability to determine the Related Entity's strategy and direction, or (C) Customer's ability to bind the Related Entity to this Agreement; (y) if Customer is a Subsidiary of any Parent Related Entity listed, that Customer has been duly authorized by the Parent to enter into this Agreement, to bind the Parent to this Agreement and to take all necessary actions to obtain Services under this Agreement, and that no third party holds any veto power or approval right over Customer's ability to fulfill Customer's obligations under this Agreement; (z) if Customer is an Affiliate of any Affiliate Related Entity listed, that Customer is duly authorized by its governing documents, or by actions of the Affiliate Related Entity, to enter into this Agreement, to bind the Affiliate Related Entity to this Agreement, and to take all necessary actions to obtain Services under this Agreement, and that no third party holds any veto power or approval right over Customer's ability to fulfill Customer's obligations under this Agreement.

23. Compliance with Laws.

Bank and Customer each agree to comply with provisions of all applicable federal, state, county or municipal laws, regulations or ordinances, and shall be responsible for obtaining any and all authorizations from any applicable governmental authority that may be required for the party to perform hereunder. Furthermore, both parties agree to comply with applicable federal and state privacy laws and anti-money laundering laws. Customer agrees that it shall not use any Services, including Remote Deposit Capture Services, in any manner that is designed or has the effect of violating or evading any laws with regards to currency controls, money laundering or banking secrecy.

24. Limitations of Liability.

(a) Generally. To the extent permitted by law, and except for the remedies provided expressly herein for breach of the Agreement, the Customer agrees that Bank will have no liability whatsoever for any loss, damage, or claim (collectively, a "Claim") arising out of the performance of or non-performance of any Service in accordance with the terms of the Agreement, **EVEN IF SUCH CLAIM ARISES, IN WHOLE OR IN PART, FROM BANK'S NEGLIGENCE**, but excluding any claim arising from Bank's gross negligence or willful

misconduct. Bank's duties and responsibilities to the Customer are strictly limited to those described in the Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.** Any third party service provider used by Bank is an independent contractor and not Bank's agent. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK AND ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT ANY OF THE SERVICES, ANY PROCESSING EQUIPMENT OR ANY PROCESSING SOFTWARE DESCRIBED IN THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.** To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, Bank shall not be liable at any time to the Customer or any other person or entity for loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of Bank's responsibilities under the Agreement which is caused or occasioned by any act or thing beyond Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services, Internet access, electronic transfers, or electronic file exchange, or refusal or delay by a service provider or another bank or financial institution. In addition, Bank shall be excused from any failure or delay in executing a transaction hereunder, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, the Customer agrees that Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of the Customer or any other person, including, without limitation, any service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Bank's agent. The Customer understands and agrees that the fees charged for the performance of the Service(s) have been established in contemplation of these limitations on liability.

(b) Statute of Limitations. The Customer agrees that any Claim, action, suit or proceeding against Bank for damages resulting in any respect from its acts or omissions in its performance of the Service(s) hereunder must be brought within two (2) years from the date of Bank's alleged act or omission.

(c) Notification in the Event of Claim. The Customer agrees to immediately notify Bank of any Claim by the Customer, or any Claim that is made to the Customer by a third party, where an act or omission by Bank in connection with any Service is alleged to have caused the Customer or such third party to sustain any damages.

(d) Other Limitations. The Customer agrees that any Deposit Account(s) it may have at Bank may be subject to additional liability limitations that are described in the Deposit Account Agreement for any such account(s).

(e) Reporting of Errors. The Customer acknowledges that it is not possible for Services provided by Bank hereunder to be free of operator, program or equipment error, and that errors in processing and compiling account data may occasionally occur, requiring adjustments. As such, the Customer agrees to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, Bank's sole responsibility for reporting errors caused by it will be to reprocess information and reports for the applicable period in question and to submit corrected reports at its own expense to the Customer.

25. Indemnification.

TO THE EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS BANK AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY, INCLUDING WITHOUT LIMITATION FINES, PENALTIES, REASONABLE ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, A "LOSS") WHICH RESULT, DIRECTLY OR INDIRECTLY, FROM BANK'S PROVIDING SERVICES TO THE CUSTOMER HEREUNDER, EVEN IF SUCH LOSS ARISES, IN WHOLE OR IN PART, FROM BANK'S NEGLIGENCE, BUT EXCLUDING ANY LOSS ARISING FROM BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE DEPOSIT ACCOUNT AGREEMENT.

26. Specific Performance.

The Customer agrees that money damages may not be sufficient remedy for any breach of the Agreement and that Bank shall be entitled to specific performance in addition to any other remedies, at law or in equity, as a remedy for any breach.

27. Termination.

(a) By Bank With Cause. Bank may, in its sole discretion, terminate the Agreement in its entirety or with respect to one or more specified Service(s) effective immediately if: (i) the Customer fails to maintain adequate collected and available balances to cover all transactions, costs and expenses relating to one or more Service(s); (ii) there is an occurrence of a material change in the Customer's credit and/or risk analysis criteria as determined by Bank in its sole and absolute discretion; (iii) Bank at any time determines that the Customer or the Customer's third party vendor does not meet Bank's risk or other qualification requirements; (iv) Bank discovers any willful misconduct (including but not limited to writing or knowingly passing bad checks, or types of fraudulent activity) on the part of Customer or any other party with respect to electronic images submitted by Customer if Customer utilizes Bank's Remote Deposit Capture Services or originated electronic entries if the Customer utilizes Bank's ACH Origination; (v) the Customer is in default of any terms of a Service Specific Provisions of this Agreement where such default gives Bank the right to terminate, immediately or otherwise, the Agreement or a specific Service; (vi) the Customer has selected a particular Service, but Customer has not used such Service for a period of time deemed to constitute an inactive Service by Bank (in Bank's sole discretion); or (vii) the Customer is in default of any terms of the Agreement or any other agreement with Bank. In any of these events, Bank's sole obligation shall be to provide notice of its termination of the Agreement to the Customer as soon as is commercially reasonable.

(b) By Either Party for Any Reason. Either party may terminate the Agreement, with or without cause, in its entirety or with respect to one or more specified Service(s) at any time, upon thirty (30) days written notice to the other of its intent to do so.

(c) Rights and Responsibilities Upon Termination. In the event of termination of the Agreement or any Service hereunder, the rights and responsibilities of the parties shall continue through any applicable settlement period including the Customer's responsibility to pay Bank for Service(s), and, to the extent Bank may require a Reserve Account (as defined in the ACH Service Specific Provisions below), to maintain a Reserve Account as otherwise stated in this Agreement, with respect to transactions processed prior to the effective date of termination. If this Agreement, or any Service, is terminated by Bank, Bank may accelerate all amounts due and to become due under this Agreement, and the Customer shall promptly make full payment to Bank of all amounts due and amounts incurred under this Agreement. If the Customer utilizes the Remote Deposit Capture Services, termination of this Agreement for any reason shall automatically terminate the limited license to the Processing Software granted in the Remote Deposit Capture Services Section, and Bank has the right to demand immediate return of the Processing Software, the Processing Equipment and all Documentation (as those terms are defined in the Remote Deposit Capture Services Section). In the event

that the Customer fails to immediately return such items upon the written demand of Bank, Bank shall have the authority to enter the premises of the Customer to remove such items.

28. Governing Law; Venue; Jury Trial Waiver; Class Action Waiver.

The Customer and Bank agree that any controversy or Claim between the Customer and Bank, or between the Customer and any of the officers, employees, agents, or affiliated companies of Bank, arising out of or relating to the Agreement, or any of the transactions contemplated under the Agreement, or any of the Services provided pursuant to the Agreement, or any of the discussions or negotiations leading up to the making of the Agreement, or any relationship that results from any of the foregoing, whether based in contract, or an alleged tort, or on any other legal theory, and whether asserted as an original or amended claim, counterclaim, cross claim, or otherwise, shall be governed by federal law and all applicable substantive laws of the State of Texas (without regard to its conflict of laws principles), including the Uniform Commercial Code as adopted by the State of Texas (the "UCC"). Bank is located in Texas and that is where the Customer opens the Customer account(s). In addition, Bank is subject to certain federal and state regulations, as well as national and local clearing house rules regarding some of the matters addressed in this Agreement, and Bank must comply with these laws, regulations and rules. The Customer agrees that if there is any inconsistency between the terms of this Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement. Venue for the resolution of any disputes under this Agreement shall be in the state or federal courts located in Taylor County, Texas. **AS PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK, FOR THEMSELVES AND EACH OF THEIR RELATED ENTITIES, SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER THE CUSTOMER OR BANK WHEN THE DISPUTE, CONTROVERSY OR CLAIM IS TO BE DECIDED BY A COURT. ANY SUCH DISPUTES, CONTROVERSIES, OR CLAIMS SHALL BE RESOLVED BY A JUDGE SITTING WITHOUT A JURY. IF PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK ALSO WAIVE THE RIGHT TO LITIGATE IN COURT OR AN ARBITRATION PROCEEDING ANY DISPUTE, CONTROVERSY, OR CLAIM AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.**

29. Attorney's Fees.

If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable

attorney's fees to be paid by the losing party as fixed by the court.

30. Assignment.

The Customer may not assign all or any part of its rights or obligations under the Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the Services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

31. No Third Party Beneficiaries.

The Agreement is for the benefit of the Customer and Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided for in the Agreement.

32. Other Agreements; Severability; Construction.

If any provision of the Agreement or of any writing used in connection with the Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No waiver of the provisions herein shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver unless expressly so stated in writing. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in the Agreement should be construed so the singular includes the plural and the plural includes the singular. Any provision that by its terms or operation is designed to survive termination, expiration or cancellation of this Service shall so survive.

II. SERVICE SPECIFIC PROVISIONS

1. Business Online Banking

(a) The Service. Bank agrees to provide various services and transaction functions to the Customer on selected Customer Deposit Account(s) through Bank's Business Online Banking, Business Online Banking, Mobile Banking, Business Mobile Banking, and other online and mobile-based financial services functions which are now available or may be available sometime in the future ("Online Services"). These Services are provided in accordance with the Online Services Agreement. Eligible accounts include:

Checking (Demand Deposit) Accounts Savings Accounts
Money Market Accounts Certificates of Deposit
Loans

Available functions through Online Services include, but are not limited to, the following:

View account balances, account details, and specific transaction information

View and download transaction history and account statements

Place a stop payment on a check

Make payments to billers within the United States (Conditions apply)

Send and receive secure communications

Request a change of address

Deposit certain checks using a mobile device (Conditions apply)

Enable or disable debit card transactions and temporarily modify transaction limits

Move money between your eligible and enrolled accounts at Bank

Move funds to registered external accounts

Send domestic and international wire transfers (Conditions apply)

Register to receive automated activity and security alerts via voice, text, or email

Some services may not be available for certain accounts or customers.

(b) Transaction Processing Schedule. An Online Services funds transfer initiated on a Business Day is posted to the Customer's account the same Business Day. External funds transfers completed after 2:00 p.m. Central Time, mobile check deposits completed after 7:00 p.m. Central Time, and all transfers and stop payments completed on a non-Business Day, will be processed the following Business Day. Account balances and transaction histories reflect activity through the close of the previous Business Day. Transactions that have not been processed may display as pending and may reflect in account balance calculations.

(c) Equipment, Software, and Internet Services. The Online Services can be accessed through Bank's web page at ffin.com. To access the Services online, the Customer must own or have access to equipment and software (including web browser software) that allows the Customer to access the Internet. The Customer is responsible for maintaining equipment the Customer will use to access Online Services including personal computers and mobile devices, and associated operating systems, browsers, virus protection, firewalls, and other software. The Customer is responsible for establishing a connection to the Internet through an Internet service provider, wireless communication service provider, or other telecommunications provider. Browser support is subject to change with little to no notice. Bank encourages the Customer to configure its browser for automatic browser updates. The web browser used by the Customer must meet Bank's security standards, as posted on Bank's website. If the Customer tries to log on with an unsupported browser, the Customer will be redirected to download a new version of an acceptable browser. The Customer understands that if a web browser is used that does not support Bank's security standards, the security of the Customer's transactions related to any Service may be compromised and thus not in compliance with the Security Procedures required by Bank.

(d) E-mail Communications. E-mail sent via the Customer's own software may not be secure. The Customer should not include confidential information, such as account numbers and balances, in normal Internet e-mail to Bank. The Customer agrees to contact Bank electronically only by using the secure messaging capability in Bank's Business Online Banking system. The Customer cannot use e-mail to initiate account transactions. Bank will not be liable for any errors, omissions, claims, or problems of any kind involving the Customer's e-mail.

(e) Location Based Information. If the Customer uses any location-based feature of any of the Online Services, the Customer agrees that its geographic location and other personal information (such as its device ID) may be accessed and disclosed through the application or service. The Customer may turn off location-based features at any time within its mobile device settings. If the Customer wishes to revoke access to such information, the Customer must cease using location-based features of the application or service.

(f) Alerts and Mobile Text Messages. Online Services includes alerts and mobile text messaging capabilities. The Customer agrees that Bank may send messages through the Customer's communication service provider in order to deliver them to the Customer and that the Customer's communication services provider is acting as the Customer's agent in this capacity. Bank may use a telephone number, e-mail address, or other delivery location Bank has in its records for the Customer or other such contact information as the Customer may provide to Bank for these services so that Bank may send the Customer certain information about the Customer's

applicable account. Additionally, the Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from the Customer's provision of a phone number, e-mail address, or other delivery location that is not the Customer's own or the Customer's violation of applicable federal, state or local law, regulation or ordinance. The Customer's obligation under this paragraph shall survive termination of the Agreement.

The alerts and text messages are provided for the Customer's convenience and do not replace the Customer's monthly account statement(s), which are the official record of the Customer's accounts. The Customer understands and agrees that these Services may not be encrypted and may include personal or confidential information about the Customer such as the Customer's account activity or the status of the Customer's account. The Customer also understands that there may be a disruption in service when the Customer changes its communications service provider. Messages may be delayed or impacted by factor(s) pertaining to the Customer's Internet service provider(s), wireless communication service provider, or other parties. Bank will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the alerts and text services. The text service is only available to customers who have an enrolled account with Bank, and the Customer may automatically receive certain alerts for enrolled accounts. The Customer is responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by the Customer's communications service provider. **Message and data rates may apply. Such charges include those from the Customer's communications service provider.** Message frequency depends on user preferences.

(g) Accessing Accounts. The Customer may access any eligible account for which it is an owner. If the Customer desires Services that allow it to initiate payments or transfers from the account, the Customer will need the required withdrawal authority over the account to be able to complete the transaction. By using Online Services, the Customer agrees to maintain one or more accounts with Bank and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Customer's use of Online Services. The Customer understands and agrees that any one User can initiate transactions (including funds transfers or bill pay transactions) from any of the Customer's accounts using Online Services regardless of whether the User is an Authorized Signer on those accounts and regardless of whether any of those accounts normally require two or more signatures or have other restrictions. The Customer agrees that Bank may consider all such transfers as having been authorized by the Customer.

Authorized Administrators are granted system administrative powers to establish User rights for accounts, authorize and alter rights of any Users over accounts and payment categories, authorize and alter rights to Cash Management Services, and grant or remove Supervisory rights to or from other Users. The Customer acknowledges that Bank has advised the Customer and its assignees of the liabilities created by appointing Authorized Administrators; and agrees that Bank is released from any and all liability for damages, including but not limited to claims for indirect, incidental, special, or consequential damages arising out of or related to the appointment of the Authorized Administrator(s) and the actions, now and in the future, of the Authorized Administrator(s).

The Customer further represents that each individual who has been granted access to Online Services has general authority from the Customer to give instructions to Bank with respect to the Customer's enrolled account upon entry of the Customer's authentication techniques such as User ID, password, PIN, Mobile Authorization Code, and/or authentication token ("Security Device") (including general authority over the movement of the Customer's funds and over accounts with Bank) and that Bank has full authorization from the Customer to rely and act upon instructions from the individual identified by such Security Device. The Customer accepts responsibility for unauthorized access to Online Services with its Security Device by its employees and associates or by third parties. In the event of any conflict between the authority of an individual (including the entitlement to initiate and approve financial transactions on behalf of your business) as evidenced in an account agreement, corporate resolution, power of attorney or other means and that granted through this Agreement (including additional service agreements), the terms of this Agreement shall have precedence.

(h) System Unavailability. Online Services may be unavailable when systems require maintenance or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. Bank shall have no liability for interruptions or delays in services due to systems unavailability. When unavailable, the Customer may use Bank's telephone banking system, an ATM, customer contact center or a branch office to conduct its transactions.

(i) Changes to Online Services. Bank may periodically introduce new capabilities to Online Services, or modify or delete existing capabilities. Bank will notify the Customer of these changes if Bank is legally required to do so. By using these Services when they become available, the Customer agrees to the terms contained in this Agreement, any attachments, and subsequent amendments.

(j) Security Procedures. The Customer and Bank shall comply with the following Security Procedures with regard to Online Services:

(i) Security Controls. Bank has implemented various Online Services security controls including, but not limited to: (i) restricting access to Online Services from a computer or mobile device using an unsupported browser or mobile operating system; (ii) controlling access by requiring authentication Security Devices. Additional password complexity, password expiration requirements, or other Security Devices may be required based on the Customer's transaction authority; (iii) automatically terminating sessions after a period of inactivity. Third-party services accessed through Business Online Banking are subject to those vendor's restrictions; (iv) requiring a secure access code (for identification purposes) if the computer the Customer is using is not familiar to Bank; (v) authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing Online Services; (vi) detecting potentially fraudulent transactions using risk and fraud analytics system; (vii) limiting account access, transactions, and providing the ability for dual-authorization for certain transactions across multiple channels; and (viii) for certain products, requiring additional transaction-level authentication including, but not limited to, two-factor authentication using tokens and out-of-band authentication techniques.

(ii) Business Online Banking Security Devices. The Customer's Security Devices will give the Customer access to its accounts and ability to perform certain transactions through Online Services. Bank is entitled to act on any instructions it receives using the Customer's Security Devices. The Customer must memorize its password and must not write down its password down or store it electronically. The Customer should change its password regularly. The Customer can change its password within the Online Services systems. The Customer is responsible for the confidentiality and use of its Security Devices in accessing and using Online Services. The Customer is responsible for keeping its password and account data confidential. When the Customer gives someone its User ID and password, it is authorizing that person to use Online Services. Bank will therefore consider any access to Online Services through use of any valid Security Devices to be duly authorized by the Customer, and Bank will carry out any instruction given regardless of the identity of the individual who is actually operating the system. The Customer is responsible for all Online Services transactions performed using its User ID and password, even if it did not intend or authorize them. If the Customer believes that its password may have been lost or stolen, the Customer must notify Bank at once.

(iii) Computer Security and Maintenance. The Customer understands that installation, maintenance, and operation of the Customer's Computer is the Customer's sole responsibility. Bank is not responsible for any errors or failures of the Customer's Computer, including but not limited to, any virus or Internet related problems that may be associated with the Customer's access and use of the Services online. The Customer confirms that it has investigated Bank's Security Procedures and that it has instituted the proper controls for access to Business Online Banking through its computers, mobile devices, and terminals. The Customer confirms that the security system and controls are commercially reasonable for its business. The Customer agrees that it is responsible for the performance and protection of any browser or operating system used in connection with Business Online Banking, including the prompt adoption of all security patches, installing and mainlining up to date any malicious code security ("anti-virus") and other security measures issued or recommended from time to time by the suppliers of such software. Bank encourages the Customer to scan its computer, mobile devices, and removable storage routinely using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy the Customer's programs, files, and hardware.

Bank reserves the right as encryption technology develops to impose further reasonable restrictions or requirements to maintain the appropriate level of security for the transactions contemplated hereunder and the Customer agrees to abide by such restrictions or requirements or discontinue the Service or Services hereunder. Unauthorized modification of a mobile device operating system (also known as "jailbreaking") can cause security vulnerabilities, instability, and other issues. Bank strongly cautions against installing any software that modifies a mobile operating system, and Bank may deny service for any mobile device that has installed any unauthorized software. Bank is not responsible for any loss, damage, or injury related to or caused by any use, misuse, or failure of the Customer's equipment. Bank is not responsible for any loss, damage, nor injury related to or caused by any deficiency, malfunction, or failure of the Customer's software, hardware, or internet connection.

(k) Termination and Changes in Terms. Bank reserves the right to terminate the Customer's access to Business Online Banking in whole or in part or to change the charges, fees or other terms described in this Agreement at any time without prior notice. When changes are made, Bank will notify the Customer using one or more of the following: (i) e-mail; (ii) physical mail at the address shown in Bank records; (iii) Business Online Banking secure message; and/or (iv) website content.

Bank reserves the rights to terminate and purge Online Services customers who have not accessed or

utilized the service for an extended period of time. Should the Customer's access be terminated due to inactivity, the Customer will be permitted to re-enroll.

(l) Beta Features. From time to time, Bank may include new or updated beta features in the Online Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to the Customer at the time the Customer chooses to use the Beta Features. Bank understands that the Customer's use of any Beta Feature is voluntary. The Customer understands that once the Customer uses a Beta Feature, it may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, the Customer may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. The Customer acknowledges and agrees that all use of any Beta Features is at its sole risk.

(m) Provider Services. In connection with the Customer's use of and as part of the functionality of the Services, the Customer may have access to certain online services or information that may be made available by its provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from its provider(s). The Services are designed to allow the Customer to access Provider Services (if and to the extent provided by the Customer's provider(s)) to set up banking and other information, allow the Services to access the Customer's account(s), download transactions into the Services and otherwise aggregate information from the Customer's account(s) with its provider(s).

The Customer acknowledges and agrees that Bank has no control over the provision of Provider Services or provision of access to the Provider Services by the Customer's provider(s), does not guarantee that the Services will work with the Provider Services, and will have no liability whatsoever for any actions or inactions on the part of the provider(s) resulting in the Customer's inability to use the Services to access its accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

(n) Limitation of Damages and Liability. Except as specifically provided for in this Agreement or where the law requires a different standard, the Customer agrees that the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "losses") caused by the Customer's use of online banking or the use of online banking or in any way arising out of the installation, use or maintenance of its personal computer hardware or software, including any software provided by Bank or one of its suppliers.

In addition, Bank disclaims any responsibility for any electronic virus(s) the Customer may encounter after installation of such software or use of Business Online Banking or the online services. Without limiting the foregoing, neither Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the internet, communication lines, postal system or ACH network. Bank and its suppliers provide Online Services from their own sites and they make no representation or warranty that any information, material, or functions included in Online Services are appropriate for use by the Customer in its jurisdiction. If the Customer chooses to use Online Services, it does so at its own initiative and is solely responsible for compliance with applicable local laws and regulations. Neither Bank nor its suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of Online Services, or contained in any third party sites linked to or from Bank's website.

(o) Restrictions. The Customer may not appropriate any information or material that violates any copyright, trademark, or other proprietary or intellectual property rights of any person or entity while using the Online Services. The Customer may not gain, or attempt to gain, access to any Online Services server, network, or data not specifically permitted to the Customer by Bank or its suppliers. The Customer must not include any obscene, libelous, scandalous, or defamatory content in any communications with Bank or its suppliers.

(p) Links to other Sites. Information that Bank publishes online may contain links to other sites and third parties may establish links to Bank's site. Bank makes no representations about any other website that the Customer may access to, from, or through Bank's website. Unless expressly stated in writing, Bank does not endorse the products or services offered by any company or person linked to Bank's website nor is Bank responsible for any software or the content of any information published on the website of any third party. The Customer should take precautions when downloading files from sites to protect its computer software and data from viruses and other destructive programs.

2. ACH Origination

(a) The Service. Bank participates in the ACH Network, which is a batch processing, store-and-forward system. Transactions received by Bank during the day are stored and processed later in a batch mode.

(i) The ACH Network. The ACH Network consists of: (i) Originators who initiate the transaction (the "Entry"); (ii) Originating Depository Financial Institutions (the "ODFI") that receive payment instructions from Originators and forward them to the ACH Operator; (iii) the ACH Operator (normally the Federal Reserve Bank) which is a central clearing facility that receives and forwards

transactions to Financial Institutions; (iv) Receiving Depository Financial Institutions (the "RDFI") that post the transactions to the accounts of their depositors; and (v) Receivers of transactions which are companies or persons who have authorized the Entry to their account.

(ii) Rules. The operation of the ACH Network is governed by NACHA's Operating Rules and Operating Guidelines (the "NACHA Rules"). A copy of the operating rules of NACHA ("ACH Rules Book") and any amendments thereof, can be obtained at <http://www.nacha.org>. Customer can acquire and review the ACH Rules Book on a yearly basis to remain current with ACH Origination rules and requirements. Customer hereby agrees to: (i) comply with all NACHA Rules (including, but not limited to, ACH rules) as now existing or subsequently amended; (ii) abide by the applicable laws of the State of Texas and of the United States, including but not limited to the Bank Secrecy Act, the U.S.A. PATRIOT Act, and sanctions enforced by the U.S. Treasury Department's "Office of Foreign Assets Control" ("OFAC"); and (iii) obtain all information regarding the list of sanctioned individuals periodically issued by OFAC, and refrain from engaging in prohibited transactions with such sanctioned individuals or entities (particularly if Customer is providing third-party ACH processing services to other entities). Customer hereby understands and agrees that Bank is only able to provide ACH Services to Customer via Bank's role as both an ODFI and RDFI, as applicable, under the NACHA Rules, that Bank must comply with all of the NACHA Rules in order to provide ACH Services, and that Bank's compliance with the NACHA Rules includes, but is not limited to, immediately ceasing any ACH Origination provided to Customer if Bank must, in Bank's sole and absolute discretion, take such action against Customer to comply with NACHA Rules and to avoid or mitigate any fines or penalties being assessed against Bank by NACHA for Customer's ACH activities.

(iii) Origination. Bank, as an ODFI, agrees to provide ACH origination services ("ACH Origination") to allow the Customer to be an Originator of ACH Entries pursuant to the terms of the Agreement and this ACH Origination Section.

(b) ACH Origination Approval and Underwriting Process.

(i) Bank Approval and Monitoring of Customer's ACH Origination Risk. Customer agrees and acknowledges Bank shall provide ACH Origination to Customer subject to Bank's prior approval. To obtain approval from Bank, the Customer is required to undergo Bank's screening and risk analysis process regarding the Customer's proposed ACH origination risk limit. In addition, after any initial approval for ACH Origination by Bank, Bank shall also, from time-to-time and in its sole discretion (including the occurrence of certain events described in subsection (iii) below), undertake

additional ACH origination risk analysis monitoring activities that are deemed necessary, in Bank's sole and absolute discretion, while Bank is providing ACH Origination to an approved Customer. Customer agrees to cooperate with Bank regarding any ongoing risk analysis activities by Bank, including providing financial or other documents in a timely manner upon Bank's request, and taking any risk mitigation or other ACH Entry origination procedures as required by Bank.

(ii) ACH Origination Risk Criteria. Bank's ACH risk analysis may be based on one or more factors deemed relevant by Bank in its sole discretion, including, but not limited to, the following factors: (i) the credit worthiness, financial condition and financial performance of the Customer, particularly the Customer's capital adequacy relative to the Customer's ACH activity volume; (ii) the nature, conduct and geographic location of the Customer's business, including whether the Customer engages in certain high-risk ACH activities or transaction environments, or whether certain "Standard Entry Class" ("SEC") codes that Bank either deems to be high-risk or does not allow are present in Customer's ACH transactions; (iii) the historic level and dollar amounts of Customer's ACH returns, including any return levels or dollar amounts in excess of generally acceptable ACH return parameters (as determined by Bank in its sole discretion), or a sudden increase in Customer's ACH return levels; and (iv) whether the Customer adheres to all authorization requirements set forth in detail in Section (e) below.

(iii) Material Change in Credit Standing and Risk Analysis Criteria. In the event a Customer approved for ACH Origination either fails to maintain the minimum risk analysis criteria as required by Bank, or if, in the opinion of Bank, the Customer undergoes a material change in its operations that Bank believes increases the risk of the Customer's ACH operations, then Bank may, in its sole discretion, take any and all of the following actions: require the Customer to pre-fund their ACH activities (as defined in Section (c) below); require the Customer to establish a Reserve Account (as defined in Subsection (iv) below); or terminate ACH Origination to the Customer, generally upon prior written notice from Bank, or immediately if Bank deems immediate termination necessary, in Bank's sole discretion, to comply with NACHA Rules. Events that constitute a material change in a Customer's business operations include, but are not limited to: (i) levels of ACH returns that exceed generally acceptable return levels (as determined by Bank); (ii) a significant or sudden increase in the Customer's ACH return levels as compared to the Customer's historic ACH return levels; (iii) significant changes in the nature of the Customer's business, including its product and services lines or transaction environments; or (iv) the occurrence of any other event that Bank believes represents a material change in the Customer's financial

performance or financial condition. Upon learning of any such material change, Bank will inform Customer of the issue, and Bank may exercise its right to temporarily suspend the Customer's ACH Origination in order to investigate the issue. After investigation, Bank may invoke its rights to require the Customer to Pre-fund ACH Origination or to establish a Reserve Account, or Bank may, in its sole discretion, exercise its right to terminate ACH Origination to the Customer generally upon prior written notice from Bank, or immediately if Bank deems immediate termination necessary, in Bank's sole discretion, to comply with NACHA Rules.

(iv) Reserve Account. Upon written notification by Bank, a Customer shall immediately establish a separate account funded with an amount required to protect Bank against the risks associated with Customer's ACH operations (the "Reserve Account"). Such Reserve Account must be established by the date requested by Bank, and the required Reserve Account amount expressly includes any existing or anticipated Customer-related ACH returns, including all fees, costs, fines and penalties assessed against either Customer or Bank associated with such Customer-related ACH returns. The Reserve Account will not bear interest, and the Customer will not have any right or interest in the Reserve Account funds; provided that upon satisfaction of all of Customer's obligations under this Agreement, Bank will pay any funds remaining in the Reserve account no sooner than ninety (90) days after the effective date of termination of Customer's ACH Origination pursuant to NACHA Rules and Federal Reserve Board's Regulation E. Effective upon the establishment of any Reserve Account, the Customer irrevocably grants Bank a security interest in the Reserve Account and any and all funds in the Account, together with the proceeds thereof. Customer also agrees to execute and deliver to Bank such instruments and documents that Bank may reasonably request to perfect and confirm the security interest and Bank's right of setoff in the Reserve Account. Customer understands and acknowledges that Customer's failure to establish and fund a Reserve Account immediately upon Bank's request shall be grounds for immediate termination of Customer's ACH Origination provided by Bank, with such termination in Bank's sole discretion.

(c) Prefunding of ACH Credit Entries. If a Customer does not meet Bank's minimum credit standards and risk analysis requirements to become fully approved for ACH Origination, Bank may choose to offer the Customer the option of obtaining ACH Origination on a pre-funded basis ("Prefunding"). Bank can also exercise its rights under Section (b) to require a Customer approved for ACH Origination to begin Prefunding its ACH Origination. If Bank exercises its rights to require Prefunding under Section (b) and Customer does not immediately comply with Bank's request, then such non-compliance shall be grounds for immediate termination of Customer's ACH

Origination provided by Bank, with such termination in Bank's sole discretion. If a Customer uses Prefunding for ACH Origination, the Customer is required to provide immediate available and collected funds sufficient to pay all Entries initiated by the Customer (1) not later than 9:00 a.m. Central Time three (3) Business Days before each Settlement Date, and (2) prior to initiating any Entries for which prefunding is required. If the Customer's account has funds that are at least equal to the amount of the ACH credit Entry file, then the ACH credit Entry file will be processed as normal on the desired settlement date. However, if the Customer does not have the necessary funds available in their account, then the ACH system will reject the file.

(d) Delivery of Entries. The Customer shall deliver Entries to Bank through Bank's Business Online Banking, designated secure file upload system or secure FTP. Entries shall be deemed delivered to Bank when the applicable security procedures with respect to submission as set forth herein have been complied with and the submission to Bank is completed in accordance with the Agreement.

(i) Effective Date. The Customer shall specify the date on which it desires each batch of Entries to be Settled (the "Effective Entry Date"). The Effective Entry Dates specified for all Entries must be Business Days or the Entry will be processed on the first Business Day following the Effective Entry Date.

(ii) Cutoff Times. Entries shall be delivered to Bank at the then-posted cut-off times for regular Entries and same-day entries (the "Cutoff Time"). Bank strongly encourages the Customer to complete ACH credit Entries at least two (2) Business Days prior to their Effective Entry Date to guarantee funds availability to the Receiver. If Entries are delivered to Bank after the Cutoff Time on a Business Day, Bank may treat such Entries as having been received on the next following Business Day. Entries delivered to Bank shall be prepared and submitted in compliance with the formatting and other requirements as set forth in the NACHA Rules and in accordance with the provisions of the Agreement.

(iii) Sensitive Information. The Customer shall not send banking information over an unsecured Internet connection. Communications sent to Bank over the Internet are considered unsecured unless the information is encrypted in accordance with Bank's security standards, as posted on Bank's website, or transmitted via a secure session using a commercially reasonable security technology that provides a level of security that is at least equivalent to Bank's security standards, as posted on Bank's website. Banking information is sensitive personal or private information that includes, but is not limited to: banking routing number, account number, Social Security number, and ACH Entries.
THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY REQUESTS SENT VIA E-MAIL OR OTHER ELECTRONIC

COMMUNICATION TO BANK THROUGH AN UNSECURED ELECTRONIC NETWORK ARE IN VIOLATION OF BANK AND NACHA POLICY AND PROCEDURES. THE CUSTOMER UNDERSTANDS AND AGREES THAT BANK IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE CUSTOMER WHEN AN UNAUTHORIZED PERSON GAINS ACCESS TO ANY SUCH E-MAIL OR OTHER ELECTRONIC COMMUNICATION. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS IF BANK ACTS WITH ORDINARY CARE IN GOOD FAITH BY RESPONDING TO ANY E-MAIL OR OTHER ELECTRONIC COMMUNICATION PURPORTED TO BE SENT BY THE CUSTOMER. BANK'S IMPLEMENTATION OF ITS NORMAL PROCEDURES REGARDING RECEIPT AND MAINTENANCE OF CONFIDENTIAL INFORMATION CONSTITUTES ITS EXERCISE OF DUE CARE.

(e) Authorization of Entries. The Customer shall:

(i) Authorization. Obtain authorization from the "Receiver" of any Entry (*e.g.* the Customer's employee or customer or other person whose account is to be debited/credited for the Entry) through either a written authorization agreement, as required by the NACHA Rules or by any other method of authorization allowed under and in accordance with the NACHA Rules, before initiating any Entry to the Receiver's account; such authorization agreement must authorize the Customer to initiate Entries to the Receiver's account and to initiate, if necessary, entries and adjustments for any Entries made in error to the Receiver's account. The Customer shall comply with all provisions of the federal Electronic Funds Transfer Act ("EFTA"), including the requirements of Regulation E promulgated by the U.S. Federal Reserve Board in accordance with EFTA, if applicable, and the provisions of the Texas UCC Section 4A, if applicable. Furthermore, the Customer shall perform its obligations in accordance with all other applicable laws and regulations, including but not limited to the foregoing with respect to obtaining and documenting authorization from the Receiver of any Entry. Customer understands, acknowledges and agrees that ACH Entries to a Receiver's account where the individual name does not match the account information will be posted based on the account information provided in the ACH transaction, not based on the name, individual identification or other information provided in the ACH Entry. It is the sole responsibility of the Customer to verify that the individual signing the ACH authorization is in fact entitled to use the specified account. The Customer may obtain and store the authorization by electronic methods as long as: (i) the electronic record accurately reflects the information in the document; (ii) the electronic authorization is similarly

authenticated (*e.g.* through the use of a digital signature, PIN, password, shared secret, etc.); and (iii) the electronic record is capable of being accurately reproduced for future reference, whether by transmission, printing or other reproduction;

(ii) Retention of Authorization. Retain each such authorization agreement for so long as the same remains in effect and for a period of two (2) years after the termination or revocation of such authorization agreement;

(iii) Proof of Authorization. Upon request from Bank or any RDFI, provide Bank or such RDFI with a copy of such Receiver Entry written authorization agreement, or documentation of such authorization, in accordance with the NACHA Rules;

(iv) Telephone-Initiated Debit Entries. With respect to any debit Entry to a consumer account pursuant to an authorization obtained from the Receiver via telephone ("Telephone-Initiated Debit Entry" or "TEL"), the Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) the Customer has commercially reasonable procedures to verify the identity of the Receiver and to verify that routing numbers are valid; (ii) for purposes of the Customer's compliance with provisions relating to the authorization of entries by the Receiver and with respect to TEL Entries, the authorization agreement shall be either: for single TEL Entries (1) comprised of oral authorization from the Receiver containing the minimum information required by the NACHA Rules, and (2) evidenced by either a tape recording of such oral authorization or a written notice to the Receiver confirming the oral authorization and meeting the requirements of the NACHA Rules; for recurring TEL Entries (1) comprised of oral authorization from the Receiver containing the minimum information required by the NACHA Rules, and (2) evidenced by a tape recording of such oral authorization and a written copy of the authorization to the extent required by Regulation E, including the requirement to send a copy of the authorization to the Receiver, and meeting the requirements of the NACHA Rules. The original or a duplicate tape recording of the oral authorization, or, as applicable, the original, microfilm, or microfilm-equivalent copy of the written notice, shall be retained for so long as the authorization agreement remains in effect and for a period of two (2) years after the termination or revocation of the authorization agreement;

(v) Internet-Initiated (WEB) Entries. With respect to any Entry to a consumer account pursuant to an authorization obtained from the Receiver via the Internet ("Internet-Initiated Entry" or "WEB"), Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer has employed a commercially reasonable fraudulent detection system to screen such Entry; (ii) Customer has used commercially reasonable procedures to verify the

identity of the Receiver and to verify that routing numbers provided by the Receiver are valid; (iii) Customer has established a secure Internet session with each Receiver utilizing a commercially reasonable security technology, at a minimum equivalent to Bank's security standards, as posted on Bank's website, prior to the Receiver's key entry of any banking information, including, but not limited to, the Receiver's routing number, account number, and PIN or other identification symbol; and (iv) Customer will conduct or have conducted annual audits in accordance with NACHA Rules to ensure the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution of financial information, and Customer will provide to Bank a copy of the written report of each such audit promptly upon its receipt. If the Customer will be engaging in mobile initiated Entries (e.g. origination of consumer Entries via a mobile device), the Customer must use the WEB SEC code and must otherwise comply with the NACHA Rules regarding mobile WEB Entries;

(vi) Back Office Conversion Entries ("BOC Entries"). With respect to any ACH debit Entry to an account of a purchaser (e.g. a customer of the Customer) that is the result of Customer's Back Office Conversion process whereby Customer converts source documents (typically paper checks) to ACH debit Entries, Customer acknowledges and agrees that all such BOC Entries must be made in accordance with applicable law and the NACHA Rules for BOC Entries. Customer hereby represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer complies with applicable provisions of the EFTA, Regulation E and the NACHA Rules, including the requirements regarding (A) posting conspicuous notice to purchasers indicating that any source document presented at Customer's register may be used to create "electronic checks" to be sent for collection to the purchaser's account and listing Customer's telephone number for questions regarding the transaction, (B) the requirement that the purchaser be provided with a copy of such notice at the time of the transaction, and (C) maintaining a working telephone number that is answered during the Customer's normal business hours for receiving inquiries regarding BOC Entries; (ii) the amount of the Entry, the routing number, the account number, and the check serial number reflected in the BOC Entry are in accordance with the source document; (iii) Customer has employed commercially reasonable procedures to verify the identity of the Receiver; (iv) Customer will maintain a reproducible, legible image, microfilm or copy of

the front of the source document for two (2) years from the settlement date; (v) Customer will provide a copy of the source document within six (6) Business Days upon a written request from Bank, and such copy will indicate that it is a copy on its face; (vi) the source document used for the BOC Entry will not be presented or returned such that any purchaser will be required to make payment based on the source document; and (vii) Customer has employed commercially reasonable methods to securely store (A) all source documents until destruction and (B) all electronic or other banking information relating to BOC Entries;

(vii) Point of Purchase Entries ("POP Entries"). With respect to any debit Entry to a consumer account authorized pursuant to the NACHA Rules at a point-of-purchase, Customer represents and warrants to Bank, to the extent not already represented and warranted herein: (i) Customer has provided the Receiver a receipt containing the information required in the NACHA Rules, including without limitation the city and state in which the electronic terminal for the point-of-purchase transaction was located and, when there are multiple locations, another identifier; (ii) the source document provided to Customer for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry has been returned voided to the Receiver after use by Customer and has not been provided by the Receiver for use in any prior POP Entry; and (iii) Customer will retain the original or a copy of the Receiver's authorization for two (2) years from the settlement date of the POP Entry; (v) Customer will provide a copy of the source document within six (6) Business Days upon a written request from Bank, and such copy will indicate that it is a copy on its face; (vi) Customer has employed commercially reasonable methods to securely store all electronic or other banking information relating to POP Entries; and

(viii) International ACH Transactions ("IAT Entries"). Customer agrees that an IAT Entry initiated or transmitted by Customer to Bank that is intended to settle in a country outside the United States will be in compliance with the laws and regulations of the receiving country. At Customer's request, Bank will assist the Customer with the form, format, and content of any such IAT Entry prior to processing the IAT Entry into the ACH network. Customer agrees and acknowledges that any assistance by Bank does not in any manner obligate Bank for the accuracy of enforceability of the IAT Entry in any country outside the United States. Customer bears the risk of any loss caused by the delay, tax, cost, tariff, fee, or other charge incurred on account of the IAT Entry in any country outside the United States. If the settlement of any IAT Entry involves clearing of the IAT Entry in more than one country outside the United States, Bank shall be permitted to rely upon any advice or instructions

received by Bank from the financial institution or financial agency located in the first country outside the United States with which the entry is directed. Customer agrees and acknowledges that Bank shall not be liable to the Customer for any loss or charge incurred by the Customer as the result of the application of any foreign currency exchange criteria imposed by any institution or agency located outside the United States.

(ix) Same-Day Entries. Customer may request to enroll in Same-Day Entries by contacting Customer's Treasury Management Sales Officer. If Customer requests to enroll in Same-Day Entries and Bank approves Customer's request, in Bank's sole discretion, Customer may designate certain Entries to be originated as Same-Day Entries. Same-Day Entries delivered to Bank shall be prepared and submitted in compliance with the instructions and other requirements set forth in the NACHA Rules and this Agreement. Customer understands that any Entries above the Same Day ACH entry limit and IAT Entries are not eligible for Same-Day ACH processing and Customer further agrees it will not structure Entries to avoid these eligibility restrictions. Additional fees apply for Same-Day Entries.

(f) Security Procedures. The Customer and Bank shall comply with the following security procedures with regard to the delivery of Entries and requests for cancellation or amendment of Entries by the Customer to Bank:

(i) Customer Responsibilities. The Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized ACH Entries. The Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards. The Customer shall establish and maintain security policies, procedures, and systems related to initiation, processing, and storage of Entries that are designed to: (i) protect the confidentiality of Protected Information; (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. "Protected Information" means non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and related addenda records.

(ii) Limiting access and securely storing ACH data used in the routing and settlement of ACH transactions is a critical data security precaution. Customer's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using the following data protection methods: encryption and authentication.

(iii) Bank strongly recommends that Customer incorporate dual control authorities to authenticate all ACH Entries. Customer acknowledges that Bank has offered to Customer commercially reasonable Security Procedures to verify the authenticity of ACH Entries, which Security Procedures Customer agrees are reasonable in the context of Customer's operation, requirements, and internal procedures. Customer acknowledges if the Customer chooses not to incorporate dual control authorization as a Security Procedure to authenticate ACH Entries, Bank will require the Customer to document a waiver of this recommendation by completing a Waiver. Customer further acknowledges that declining Security Procedures offered by Bank may substantially increase the risk of loss to Customer. If Customer rejects Bank's recommended Security Procedures, Customer hereby acknowledges that Bank first offered to Customer a "commercially reasonable Security Procedure."

(iv) Delivery of Entries by Business Online Banking Services. The following procedures shall be followed in delivering Entries to Bank by Bank's Business Online Banking Services: (i) on the date that the Entry is transmitted, the Customer (or an agent of the Customer) will have initially logged into Bank's Business Online Banking Services using their log-in credentials, and security token, which will be accepted by Bank as evidence of authorization and authentication for processing; and (ii) the Entry data will be deemed delivered to Bank when all steps as described in this section have been complied with and the transmission is completed;

(v) Requests for Cancellations or Amendments. The Customer shall have no right to cancel or amend an Entry after its receipt by Bank. However, any Authorized Party or User of the Customer may request a cancellation or amendment of an Entry on behalf of the Customer in the manner set forth below: (i) the Customer shall transmit to Bank's Operations Center a facsimile copy of a written request for cancellation or amendment of an Entry, signed by an Authorized Party or User of the Customer; and (ii) the request or authorization will not be considered received by Bank until all steps as described in this section have been completed. Bank shall use reasonable efforts to act on the request by the Customer for cancellation of an Entry prior to transmitting to the ACH Operator or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not affected.

(g) Compliance with Security Procedures. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by the Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by the

Customer, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such Entry. If an Entry (or request) received by Bank was transmitted or authorized by the Customer, the Customer shall pay Bank the amount of the Entry, whether or not Bank complied with the Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure. Bank does not verify the accuracy of the file attributes, including, but not limited to, Effective Date(s), account information or bank information. Customer must comply with the separate security procedures for Business Online Banking as set forth in this Agreement with regard to origination of ACH Entries.

(h) Exposure Limit. The total dollar amount of all Entries delivered to Bank in any one file of Entries, plus all other Entries that remain unsettled in the ACH network, shall not exceed the customer's "Exposure Limit". The Exposure Limit is determined by Bank in its sole and absolute discretion as part of the ACH Origination approval and underwriting process described in Section (b) above. Bank shall have the right to reduce the Customer's Exposure Limit at any time immediately upon delivery of notice to the Customer.

(i) File and Daily Limits for Business Online Banking Customers. For Customers sending ACH Entries through Bank's Business Online Banking Service, Customer's Authorized Administrator can establish file and daily limits within the ACH module of the Business Online Banking Service. When the Customer's Authorized Administrator changes such file and daily limits, the changes are effective immediately, provided such changes are equal to or less than the Exposure Limit. ACH files sent to Bank are screened against these limits

(j) Processing, Transmittal and Settlement by Bank.

(i) Processing. Except as otherwise provided in these ACH Origination provisions, Bank shall (i) process Entries received from the Customer conforming to the requirements of the NACHA Rules; (ii) transmit such Entries as ODFI to the ACH Operator; and (iii) settle such Entries as provided in the NACHA Rules.

(ii) Transmitting Credit Entries. Except for Same-Day ACH Entries, Bank will transmit credit Entries by the deadline of the ACH Operator one (1) to two (2) Business Days prior to the Effective Entry Date shown in such Entries, provided that in each case such Entries are delivered to Bank by the applicable Cutoff Time and Customer has funds available. For Same-Day ACH Entries, Bank will transmit credit Entries by the deadline of the ACH Operator on the same day as the Effective Entry Date shown in such Entries, provided that in each case such Entries are delivered to Bank by the applicable Cutoff Time and Customer has funds available and agrees to the additional fees that apply.

(iii) Transmitting Debit Entries. Except for Same-Day ACH Entries, Bank will transmit debit Entries designated for one-day settlement to the ACH Operator for one-day settlement by the deadline of the ACH Operator one (1) Business Day prior to the Effective Entry Date shown in such Entries.

(iv) Cut Offs. If Entries are delivered late (i.e., after the applicable Cutoff Time), or if the Effective Entry Date specified for the Entries is not a Business Day, then Bank may reject such Entries or Bank may, in its sole discretion, use its reasonable efforts to transmit such Entries to the ACH Operator by the next reasonably available deposit deadline of the ACH Operator following the applicable deadline specified in Section (b) of these ACH Origination provisions. In no event will Bank be liable for any loss resulting from any failure of a Receiver's account to be debited/credited for an Entry on its Effective Entry Date.

(v) On-Us Entries. All Entries received for debit/credit to an account maintained with Bank ("On-Us Entries") will be treated in accordance with this section and as otherwise provided for in the Agreement.

(k) Rejection of Entries. Bank may reject any Entry (or group of Entries) which does not comply with, and/or is not delivered in accordance with, the requirements of this Agreement, or which contains an Effective Entry Date more than thirty (30) Business Days after the Business Day such Entry(s) is received by Bank. Bank shall also have the right to reject any Entry (including On-Us Entries) for any reason for which an Entry may be returned under the NACHA Rules. Bank shall have the right to reject any Entry if the Customer has failed to comply with any of its account balance obligations under these ACH Origination provisions. Bank will notify the Customer of any such rejection by any method of notification authorized under the Agreement, no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, as provided in Section (h) of these ACH Origination provisions. Bank shall have no liability to the Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

(l) Cancellation, Amendment or Correction of Entries. The Customer shall have no right to cancel or amend any Entry after its receipt by Bank. However, Bank will use reasonable efforts to act on a request for cancellation or amendment of an Entry received from the Customer prior to Bank's transmission of the Entry to the ACH Operator or, in the case of an On-Us Entry, prior to Bank's debit/credit of the Entry to a Receiver's account, but Bank shall have no liability if such cancellation or amendment is not effected. If the Customer discovers that an Entry initiated by or on its behalf was in error, the Customer may notify Bank of such error, however, such notification must be provided to Bank within twenty-four (24) hours after discovery of the error and must be provided by such means of notification as is authorized under the

Agreement. The Customer shall send or deliver to the Receiver written notice of such correction and the reason therefore prior to requesting the correction. The Customer shall indemnify Bank from and against any Claims, demands, loss, liability or expense, including attorney's fees and costs, resulting directly or indirectly from compliance by Bank with any request for cancellation, amendment or correction of an Entry, whether or not the cancellation, amendment or correction is affected. All requests for cancellation, amendment or correction of Entries must be made by the Customer in compliance with the Security Procedures for such requests as set forth herein.

(m) Returned Entries.

(i) Notification to Customer. Bank will notify the Customer or the Customer's Authorized Party of Bank's receipt of a returned Entry (or group of Entries) from the ACH Operator in accordance with the notice procedures authorized under the Agreement no later than one (1) Business Day after the Business Day of such receipt, and will debit/credit the Customer's Account (as identified by number in the applicable ACH schedule) for the returned Entry(s).

(ii) Resubmission. The Customer shall assume the sole responsibility for remaking and resubmitting said Entry(s) in accordance with the requirements of the Agreement or otherwise handling the payments due the Receiver(s), unless the return was due to an error in the processing of such Entry(s) by Bank and sufficient data is available to Bank to permit it to remake and resubmit such Entry(s), in which event Bank will remake and resubmit such Entry(s). Bank assumes no other responsibility with respect to such returned Entries except for an Entry retransmitted by the Customer in accordance with the requirements of the Agreement and the NACHA Rules, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the requirements of the Agreement with respect to the original Entry.

(iii) Limit on Resubmission. Except for Re-Presentation Check ("RCK") Entries, an ACH entry returned for insufficient or uncollected funds may be reinitiated no more than two (2) times following the return of the original Entry. For RCK Entries, an entry returned for insufficient or uncollected funds may be reinitiated as long as the item has been presented no more than one time in its physical form and no more than one time as an RCK entry.

(iv) TEL Returns. Where Bank or NACHA believes the return rate for the Customer's TEL entries that are returned as unauthorized exceeds the normal and acceptable return rate for Customer, Bank shall notify the Customer of such excessive unauthorized return rate and the Customer, upon request from Bank, will provide the following information: (i) the Customer's, address, telephone number, contact person, principal owner(s) and taxpayer

identification number; (ii) the name, address, telephone number, contact person, principal owner(s) and taxpayer identification number of any Third-Party Service Provider acting on behalf of the Customer with respect to origination of TEL entries, (iii) a general description of the nature of the business of the Customer; and (iv) an explanation of the reason(s) for the excessive return rate. The Customer will provide this information to Bank within five (5) business days after receipt of the request from Bank.

(v) Returned ACH Entry Warning Notices. As part of Bank's ACH Origination underwriting process as generally set forth in Section (b) above, Bank routinely monitors and submits reports to NACHA regarding Customers' historic ACH Entry return levels and dollar amounts. Under the NACHA Rules, if an individual Customer's ACH Entry return levels exceed certain parameters, then Bank, as the ODFI, is instructed to take certain actions to mitigate a Customer's unacceptable levels or dollar amounts of ACH Entry returns. If Bank does not comply with such requirements in its role as an ODFI, Bank is subject to censure, fines and penalties imposed by NACHA. Customer understands and agrees that in order to protect itself from risks, and to inform its Customers of problems with returned ACH Entries, Bank will inform Customer of Customer's excessive ACH Entry return levels or dollar amounts, as determined by Bank in its sole discretion, and Customer agrees to take all steps requested by Bank immediately to decrease the levels and/or dollar amounts of Customer's ACH returns. If Customer fails to comply with the required actions as outlined by Bank then such failure to comply shall be deemed to be a material violation of this Agreement, and Bank may, in its sole and absolute discretion, immediately terminate ACH Origination to Customer.

(n) Debits/Credits to the Customer's Account.

(i) Credit Entries. The Customer authorizes Bank to debit the Customer's account for ACH credit Entries processed for the Customer either on Settlement Date or on the date the ACH credit Entry file is transmitted to Bank if the entry is prefunded.

(ii) Debit Entries. Bank shall credit the Customer's Account for the amounts of debit Entries processed for the Customer hereunder on the settlement date for such Entries; it being expressly understood, however, that each credit to the Customer's Account on account of a debit Entry is provisional until Bank receives final settlement for such Entry, and Bank may charge-back to the Customer's Account the amount of any debit Entry credited to the Customer's Account for which Bank does not, for any reason, receive final settlement.

(iii) Amendments to Entries. The Customer authorizes Bank to credit the Customer's Account for any amount received by Bank by reason of the

return or cancellation of any credit Entry transmitted by Bank for which Bank has previously received payment (such credit to the Customer's Account to be made on the date Bank receives such amount), and to debit the Customer's Account for the amount of any returned debit Entry (such debit to the Customer's Account to be made upon receipt by Bank of the returned Entry), and to debit or credit (as applicable) the Customer's Account for any amendments made to Entries or for corrected Entries resubmitted.

Customer agrees that upon termination of ACH Origination by either Bank or Customer, Bank may require Customer to maintain an open Account with sufficient funds to accommodate any ACH Entries returned, or any other costs, associated with any ACH transactions occurring prior to the termination of ACH origination activities. This Account shall remain available for a minimum period of sixty (60) days, or longer if Bank believes, in its sole discretion, that such time extension is necessary to accommodate additional ACH Entry returns or associated costs.

(o) Reversals. Customer may request a reversal by completing a Reversal Request Form. The Customer may initiate a reversing Entry for erroneous or duplicate transactions as permitted by the NACHA Rules. The Customer warrants that it has initiated the Entry within five (5) Business Days of the original Entry and within 24 hours of the discovery of the error. The Customer also warrants that the account holder of a reversing Entry has been notified of the reversal and the reason for the reversal no later than the settlement day of the reversal. The Customer indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability or expense.

(p) Customer Representations; Indemnity. The Customer represents to Bank and agrees that:

(i) Receiver Authorizations for Credit Entries. Each person shown as the Receiver on a credit Entry received by Bank from the Customer has, by an authorization agreement in accordance with the NACHA Rules, authorized the initiation of such Entry and the crediting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry, and has authorized the initiation, if necessary, of debit Entries and adjustments for any credit Entries made in error to the Receiver's account;

(ii) Receiver Authorizations for Debit Entries. Each debit Entry received by Bank from the Customer is for a sum due and owing to the Customer by the Receiver of such debit Entry, or is for a sum specified by such Receiver to be paid to the Customer, or is a correction of a previously submitted erroneous credit Entry, and such Receiver has duly authorized such Entry by an authorization agreement in accordance with the NACHA Rules. Without limiting the foregoing, re-initiation of any

debit Entry previously returned for stop payment has been authorized by the Receiver;

(iii) Effective Authorizations. Each such authorization with respect to an Entry is operative at the time of transmittal or debiting/crediting by Bank as provided herein; and at the time each Entry is processed by Bank, the Customer has no knowledge of revocation by such Receiver of such authorization, and the Customer has no knowledge of any revocation by such RDFI of its agreement to accept such Entry, or any knowledge that such Receiver's authorization for such Entry has been terminated, in whole or in part, by operation of law or otherwise;

(iv) Types of Entries. Entries transmitted to Bank by the Customer are limited to those types of Entries identified to Bank by the Customer;

(v) ACH NACHA Rules. The Customer shall be bound by and comply with the then-current version NACHA Rules including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and the Customer specifically acknowledges that it has received notice of this NACHA Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Customer shall not be deemed to have paid the Receiver the amount of the Entry; and

(vi) Legal Obligations. The Customer shall perform its activities under the Agreement in accordance with all applicable laws and regulations, including without limitation the regulations of OFAC of the U.S. Department of the Treasury. **IN ADDITION TO THE INDEMNIFICATION OF BANK BY CUSTOMER AS SET FORTH ELSEWHERE IN THIS AGREEMENT, IN THE EVENT THAT CUSTOMER, OR A THIRD-PARTY AGENT ACTING ON BEHALF OF AND WITH AUTHORITY FROM THE CUSTOMER, IS THE ORIGINATOR OF ACH ENTRIES AND FAILS TO PERFORM ITS OBLIGATIONS AS AN ORIGINATOR UNDER THE NACHA RULES, CUSTOMER HEREBY INDEMNIFIES BANK FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS' FEES, FINES, PENALTIES AND ANY OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM THE FAILURE OF CUSTOMER OR ITS THIRD-PARTY AGENT TO PERFORM ITS OBLIGATIONS UNDER THE NACHA RULES.**

(q) Express Limitations on Bank's Liability. Customer understands and expressly assumes all risks related to Bank immediately suspending or terminating Customer's ACH Origination under this Agreement, including, but not limited to, Bank immediately suspending or terminating Customer's ACH Origination due to Customer's non-

compliance with Bank's requirements as set forth in any "Excessive ACH Returns Warning Notice." **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK TERMINATING CUSTOMER'S ACH ORIGATION IN ACCORDANCE WITH THIS AGREEMENT.**

(r) Notifications of Change. Bank will notify the Customer of all Notifications of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by Bank relating to Entries transmitted by the Customer by sending a copy of such notification of change to the Customer no later than two (2) Business Day after Bank's receipt thereof. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another entry to the Receiver's account, whichever is later. If the NOC is incorrect, the Customer will generate a Refused NOC and deliver it to Bank within 15 calendar days.

(s) Pre-notification. Notwithstanding anything to the contrary in the NACHA Rules, the Customer may provide to Bank, three (3) Business Days prior to initiation of any new Entry, a pre-notification record which shall include Receiver's name, identification number, account number, RDFI's routing transit number, and zero-dollar amount. If the Customer's pre-notification record is rejected by an RDFI and the Customer is so notified, the Customer must correct the reason for rejection, resubmit another pre-notification record, and wait the prescribed three (3) Business Days before submitting any further Entries for the Receiver(s) in question.

(t) Data Retention. The Customer shall retain data on file adequate to permit the remaking of Entries for one (1) year following the date of the ACH Entry transmittal by Bank as provided herein, and shall provide such data to Bank upon Bank's request.

3. Payment Manager

(a) The Service. Bank agrees to provide various "Payment Manager Services" to the Customer for the purposes of increasing the chance of identifying fraudulent or unauthorized checks and/or electronic transfers drawn on selected Customer Deposit Account(s), as identified to Bank.

(i) Positive Pay. Customer sends a file of issued checks to Bank ("Check Issued File").

(ii) ACH Filter. Bank receives incoming ACH entries and the Customer makes the decision to

honor the item on a one-time basis, or sets up an authorization for future payment ("Filter") or return the item as unauthorized.

(b) Procedures for Positive Pay.

(i) Check Issued File. For applicable Deposit Accounts identified whereby the Customer has requested Bank verify checks against a Check Issued File, the Customer agrees to deliver or transmit the serial number, amount, date issued and status of each check by Deposit Account number (such data cumulatively, the "Check Issued File") to Bank electronically using Business Online Banking or the Positive Pay System. Customer shall submit the Check Issued File to Bank no later than then-posted deadline on normal Business Days. With the exception of checks presented for immediate payment in person ("Teller Checks"), Check Issued File data received by deadline on each Business Day will be used to verify any check or Electronic Check Presentment ("ECP") items posting to the applicable Deposit Account that Business Day. Any Check Issued File data received by Bank during banking hours of a Business Day will be made available to Bank's tellers within thirty (30) minutes of Bank's receipt. Teller Checks will be cashed only if verified against the most recent Check Issued File made available to Bank tellers and, if cashed, will be posted to the applicable Deposit Account on the Business Day they are received. **If the online Check Issued File is unavailable Bank's tellers will follow normal check cashing procedures.** For items presented through ECP, the serial number on the Customer's Check Issued File must match the serial number on the MICR line of the Customer's checks as shown on the ECP item. The Customer acknowledges that any stop payment issued on a check will supersede any data transmitted hereunder.

(ii) Payment or Dishonor of Over the Counter Items. Bank shall compare each Over the Counter Item by serial number, amount, and payee name (if participating in Payee Name Match) against each Check Issued File received by Bank. On each Business Day, Bank will pay and charge each Over the Counter Item to the Authorized Account after validation. In the event the serial number or amount do not match a check in any Issued Item File, Bank will verify the Exception Item received when negotiating the Over the Counter Item and return the check to the presenter of the item and that person will be referred back to the maker of the check for assistance.

(iii) Payment of Presented Items and Reporting of Exception Items. Bank shall compare each Presented Item by serial number, amount, and payee name (if participating in Payee Name Match) against each Check Issued File received by Bank. A Presented Item that does not match a check included in a Check Issued File or an ACH

transaction that is blocked or filtered is an "Exception Item." On each Business Day, Bank:

(1) shall pay and charge to the Authorized Account each Presented Item that matches by serial number, amount, and payee name (if participating in Payee Name Match) a check shown in any Check Issued File; and

(2) shall notify Customer via e-mail and/or text whether Bank has received any Exception Items, which Customer can log in to Business Online Banking or the Positive Pay system to view.

(iv) Payment and Dishonor of Exception Items. Bank will pay or return Exception Items in accordance with the default option selected by Customer for each Authorized Account in Schedule A.

(v) Return Default. Return Default shall be the standard for Customers using this service. Where Customer has selected the return default option to apply to an Authorized Account, Bank shall return to the depository bank any Exception Item drawn on that Account, unless Customer instructs Bank to pay such check in a timely Pay Request. The Pay Request shall identify each Exception Item that Customer desires to be paid by the check number and amount specified in the Exception Item List and shall instruct Bank to pay such Exception Item. The Pay Request shall be sent to Bank by Customer no later than 2:00 p.m. on a Business Day via Business Online Banking or the Positive Pay System, or at such other time otherwise designated by Bank. Bank shall pay and charge to the Authorized Account any Exception Item that Customer directs Bank to pay as provided above.

(vi) Pay Default. Should Bank agree to allow Customer to select the pay default option to apply to an Authorized Account, Bank may pay and charge to the Authorized Account any Exception Item provided that Customer has not objected to such payment in a timely Return Request. A Return Request shall identify each Exception Item that Customer desires not to pay by the complete check number and amount specified in the Exception Item List and shall instruct Bank to return the Exception Item. The Return Request shall be sent to Bank by Customer no later than 2:00 p.m. Central Time on the Business Day of presentment. Bank shall return to the depository bank any Exception Item that Customer instructs Bank to return as provided above.

(vii) Communications. Customer or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Agreement. The revised communication must:

(1) be sent in its entirety electronically via Business Online Banking or the Positive Pay

System and not in the form of a partial amendment to the communication originally sent,

(2) identify the original communication, and

(3) be sent immediately upon discovery of previously sent information. A properly submitted revised communication serves to revoke the original communication.

Bank shall use only Check Issued Files that comply with Check Issued File specifications and have not been revoked in the preparation of Exception Item Lists under this Agreement. Customer shall use only Exception Item Lists that comply with Payment of Presented Items and Reporting of Exception Items and have not been revoked in the preparation of Pay Requests and Return Requests. Bank shall not be obligated to comply with any Pay Request or Return Requests received in a method not permitted in this Agreement but may instead treat such a Pay Request or Return Requests as though it had not been received. Bank is not responsible for detecting any Customer error contained in any Issued Item File or Pay Request or Return Request sent by Customer to Bank. Any communication purporting to have been sent by Customer will be deemed to have been sent by and authorized by Customer, and Bank is authorized by Customer to act in reliance thereon, even though the communication was unauthorized.

(viii) Transmittal. Files delivered to Bank shall be prepared and submitted in compliance with the formatting as provided.

(ix) Exception Reporting. For each Deposit Account for which the Customer has requested the Service, Bank will make available to the Customer, an exception report (the "Exception Report") for the prior Business Day for each Deposit Account for which the Customer has requested the Service. The Exception Report will list: (i) all check, Substitute Check (defined herein) and ECP items posted to the applicable Deposit Account but not on the Check Issued File; (ii) all check, Substitute Check and ECP items posted to the applicable Deposit Account that are on the Check Issued File but for an amount different than that stated on the Check Issued File; (iii) where the Customer chooses to set Maximum Limits, ACH items exceeding the Maximum Limit; and (iv) all ACH debits where the Customer chooses to block ACH debits.

(x) Payment Authorization for Exception Report Items. In the event the Customer wants to authorize payment of any item on the Exception Report, the Customer must notify Bank of its intent to authorize such payment on or before the then-posted deadline for authorization notifications ("Authorization Notification Deadline") on the same Business Day that the Customer received such Exception Report. Such notification must be made by an authorized User to Bank via Bank's Positive

Pay system or Business Online Banking. Any items on the Exception Report not authorized for payment by the Customer as provided for herein, will be marked "REFER TO MAKER" and returned. Bank does not check items on the Exception Report(s) against previously cleared items.

(c) Procedures for ACH Filter.

The Customer may provide standing instructions to Bank to manage ACH activity. Specified accounts will be subject to filter services on specified ACH transactions. Customer shall provide Bank with all information required by Bank in order to permit Bank to deliver the filter services for ACH entries. Unless the Customer has provided Bank with sufficient information to filter accounts and/or ACH entries, Bank may pay any debit or credit to the Authorized Account for each ACH entry that is filtered.

(i) The Customer must setup ACH originators with identifiable information such as the sending company ID for which Customer authorizes a filter for each ACH entry against its account no later than then-posted Authorization Notification Deadline for next day business processing.

(ii) Bank shall compare each ACH item against the ACH filter instructions received by Bank. Bank may pay and charge to the Authorized Account each ACH entry not subject to the ACH filter order sent by the Customer.

(iii) Each business day, Bank will notify Customer of ACH Entries presented to Bank for settlement on that business day and which have been identified as Exception Items based on the authorized ACH originators provided to Bank by Customer. Bank shall provide to Customer the detail provided with such ACH entries. Customer may choose not to authorize any ACH Entries, in which case Bank will treat all such ACH Entries as Exception Items.

(iv) The Customer shall review and electronically communicate any and all Pay Requests or Return Requests for all exceptions to Bank by the then-posted deadline for exception notifications ("Exception Notification Deadline") Authorization Notification Deadline. . A Return Request shall identify each Exception Item that the Customer desires not to pay by ACH Standard Entry Class Code, Customer ID or amount of any ACH item listed in the Exception Item Report. If Customer fails to notify Bank by the Exception Notification Deadline of its decisions, Bank will pay or return the Exception Items based on the Customer's default option elected for each Authorized Account.

(v) A Return Request shall be considered timely only if sent to Bank by the deadline. Bank shall not be obligated to comply with a Return Request received after a deadline.

(vi) In the event system problems prevent Bank from sending the Exception Item information in

sufficient time for the Customer to respond by the above deadline, the deadline will be extended accordingly.

(vii) Except as provided in this section, Bank will not provide the Customer with notice of any ACH transactions. The customer will receive an e-mail and/or text when ACH Exception Items are presented and need to have a decision.

(viii) No instructions shall be binding on Bank unless they are in writing, on such forms as Bank may require from time to time, and are received in such time as to provide Bank reasonable opportunity to act thereon. Bank shall be entitled to rely exclusively on the written instructions provided by the Customer, and the Customer understands that any error made by the Customer in furnishing the identification number will make the block instructions ineffective.

By using the ACH Filter Service, the Customer authorizes Bank to return all ACH Entries in accordance with Customer request by setting up the Service on the account. By using the ACH Filter Service, the Customer authorizes Bank to return ACH Entries or to pay ACH Entries in accordance with Customer authorization. Bank will have no liability for non-payment or payment of an ACH Entry when the ACH Entry is included in the report of Exception Items and Customer does not give Bank a timely decision to pay or return the ACH Entry.

Customer acknowledges that the ACH Filter Service does not preclude standard ACH processing procedures which may cause an ACH Entry to be dishonored even if Customer instructs Bank otherwise.

Customer acknowledges the ACH Filter Service is intended to be used to identify ACH entries which it suspects in good faith are unauthorized. If Bank suspects or deems, in its sole discretion, that the Customer is using ACH Filter contrary to these intentions, Bank may require the Customer to provide evidence the ACH Entries Bank returns are in fact unauthorized.

ACH Filter Service does not apply to transactions between the Customer and Bank. Bank may pay ACH Entries which the Customer has authorized Bank to originate against its account.

ACH Filter does not cover an ACH entry if Bank has paid the item or is committed to honor or pay the item under applicable laws, regulations, or rules governing checks. Bank may also pay any ACH Entry Reversals which Bank is required to accept under NACHA Rules, operating circulars, and / or other applicable rules, guidelines or regulations.

(d) Notification Methods. Payment Manager offers notification via email and mobile text messaging capabilities. The Customer agrees that Bank may send

messages through the Customer's communication service provider in order to deliver them to the Customer and that the Customer's communication services provider is acting as the Customer's agent in this capacity. Bank may use a telephone number, e-mail address, or other delivery location Bank has in its records for the Customer or other such contact information as the Customer may provide to Bank for these services so that Bank may send the Customer certain information about the Customer's applicable account. Additionally, the Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from the Customer's provision of a phone number, e-mail address, or other delivery location that is not the Customer's own or the Customer's violation of applicable federal, state or local law, regulation or ordinance. The Customer's obligation under this paragraph shall survive termination of the Agreement.

The email and text messages are provided for the Customer's convenience and do not replace the Customer's responsibility to review exceptions and make pay and return decisions. The Customer understands and agrees that these Services will not contain item details but only that action needs to be taken. The Customer also understands that there may be a disruption in service when the Customer changes its communications service provider. Messages may be delayed or impacted by factor(s) pertaining to the Customer's Internet service provider(s), wireless communication service provider, or other parties. Bank will not be liable for losses or damages arising from any non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the email and text services. The text service is only available to customers who have an enrolled account with Bank, and the Customer may automatically receive certain emails for enrolled accounts. The Customer is responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by the Customer's communications service provider. **Message and data rates may apply. Such charges include those from the Customer's communications service provider.** Message frequency depends on user preferences.

(e) Security Procedures. The Customer and Bank shall comply with the following Security Procedures with regard to the delivery/transmittal of Positive Pay files by the Customer to Bank:

(i) Security Controls. Bank has implemented various Positive Pay security controls including, but not limited to: (i) restricting access to the Positive Pay system from a computer or mobile device using an unsupported browser or mobile operating system; (ii) controlling access by requiring authentication through the use of a User ID and Password (if accessed through the Positive Pay Portal) or through the use of Codes (if accessed through Business Online Banking); (iii) automatically terminating sessions after a period of inactivity; (iv)

requiring a secure access code (for identification purposes) (if accessed through Business Online Banking) if the computer the Customer is using is not familiar to Bank; and (v) authenticating mobile device specific information such as phone number, IMEI, serial number, or device type may be used as additional authentication when accessing the Positive Pay system through Business Online Banking.

(ii) Security Codes. The Customer's Codes will give the Customer access to the Positive Pay system. Bank is entitled to act on any instructions it receives using the Customer's Codes. Bank recommends that the Customer memorize its password and not write down its password or store it electronically. The Customer should change its password regularly. The Customer can change its password within the Online Services or Positive Pay systems. The Customer is responsible for the confidentiality and use of its User ID and password and other security data, methods and devices in accessing and using the Positive Pay system. The Customer is responsible for keeping its password and account data confidential. When the Customer gives someone its User ID and password, it is authorizing that person to use the Positive Pay system. Bank will therefore consider any access to the Positive Pay system through use of valid User ID and Password to be duly authorized by the Customer, and Bank will carry out any instruction given regardless of the identity of the individual who is actually operating the system. The Customer is responsible for all Positive Pay transactions performed using its User ID and password, even if it did not intend or authorize them. If the Customer believes that its password may have been lost or stolen, Customer must notify Bank at once.

(f) Updating Issued Check File(s). For each Deposit Account for which the Customer requests Services hereunder, Bank will only pay Items presented for payment against such Deposit Account in accordance with the terms of the Agreement. It is the responsibility of the Customer to routinely and regularly update the Check Issued File. Bank is not liable to the Customer or any third party for the payment or rejection of items consistent with the terms of the Agreement, or for the erroneous payment or rejection of an item due to an encoding error or posting error. Should the Customer fail to routinely update Issued Check File(s), Bank may terminate this Service immediately upon written notice to the Customer.

(g) Remedies.

(i) UCC Liability. To the extent applicable, the liability provisions of UCC Articles 3 and 4 shall govern the Positive Pay Services, except as modified below.

(ii) Wrongful Honor. It shall constitute wrongful honor by Bank if Bank pays an Exception Item listed in an Exception Item Report if the Customer issued

a timely Return Request identifying said Exception Item. In the event that there is wrongful honor: (i) Bank shall be liable to the Customer for the lesser of the amount of the wrongfully paid Exception Item or the Customer's actual damages resulting from Bank's payment of the Exception Item; (ii) Bank retains the right to assert the Customer's failure to exercise ordinary care under UCC Section 3-406(a), as amended, and the Customer's failure to exercise reasonable promptness under UCC Section 4-406(c), as amended; and (iii) Bank retains the right to assert the defense that the Customer sustained no actual damages because of Bank's honor of the Exception Item discharged for value.

(iii) Wrongful Dishonor. Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Item for which the Customer has not issued a Return Request.

(1) The Bank's liability for wrongful dishonor of an Exception Item shall be limited to the actual damages suffered by the Customer that were proximately caused by the wrongful dishonor.

(2) Notwithstanding Section 3(f)(iii)(1), Bank shall have no liability to the Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Item: (i) that it reasonably believed was not properly payable; or (ii) if there are insufficient Available Funds on deposit in the Authorized Account; or (iii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts, or (iv) if the Customer fails to provide proper and timely notice to pay the Exception Item.

(iv) Rightful Honor and Dishonor.

(1) If the Customer does not issue a Return Request to Bank for an Exception Item in accordance with Section 3(b)(v), and Bank honors such Exception Item, such honor shall be rightful, and the Customer waives any right it may have to assert that the Exception Item was not properly payable under UCC Section 4-401.

(2) If Bank dishonors an Exception Item in accordance with a Return Request issued by the Customer, the dishonor shall be rightful, and the Customer waives any right it may have to assert that the dishonor was wrongful under UCC Section 4-402.

(3) The Customer agrees that Bank exercises ordinary care whenever it rightfully honors or dishonors an Exception Item consistent with the provisions of this Agreement.

4. ACH Block

(a) The Service. Bank receives incoming ACH entries and blocks the account from accepting the debit and or credit transaction based on customer request at setup. No decision is needed as this is a standing order to block

transactions ("Block"). ACH Block does not cover an ACH entry if Bank has paid the item or is committed to honor or pay the item under applicable laws, regulations, or rules governing checks. Bank may also pay any ACH Entry Reversals which Bank is required to accept under NACHA Rules, operating circulars, and / or other applicable rules, guidelines or regulations. ACH Block Service does not apply to transactions between the Customer and Bank. Bank may pay ACH Entries which the Customer has authorized Bank to originate against its account.

5. Remote Deposit Capture

(a) The Service. Bank agrees to provide Remote Deposit Capture Services to Customer for the purpose of depositing Customer's checks through the Internet or by creating information to deposit checks through the software provided by Bank, for improved collections and increased availability of funds in selected Deposit Accounts identified to Bank.

(b) Definitions. The meanings of the defined terms set forth below are also applicable to this Agreement. If any capitalized term is used in Regulation CC (Vol. 12 of the U.S. Code of Federal Regulations, part 229) promulgated by the Board of Governors of the Federal Reserve Board (the "FRB"), as it may be amended, substituted for, or recodified from time to time ("Reg. CC"), then such term generally shall have the meaning assigned to it in Reg. CC. To the extent that any of the defined terms use a term not defined herein but otherwise defined in Reg. CC, then such definition also incorporates the meaning assigned to the applicable term as set forth in Reg. CC. Other non-grammatical capitalized terms used in the Agreement, if defined herein or in the Agreement, are given the meaning assigned to such terms the first time the term is used. All other non-grammatical capitalized terms used that are not otherwise defined herein shall have the meaning given to such term in Article 3 or Article 4 of the Texas UCC as amended from time to time.

(i) "Check" means a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item payable in a medium other than United States dollars.

(ii) "Deposit Account" means the Customer's designated deposit account at Bank.

(iii) "RDC Security Procedures" means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by the Customer to communicate through the Internet for the Remote Deposit Service.

(iv) "Remote Deposit Capture Services" means all duties to be performed by Bank regarding the Remote Deposit Service.

(v) "Remote Deposit Service" means all information, web-based services, technological infrastructure and installed software, if applicable, on the Customer's computers, which allow Customer to submit Checks to Bank for deposit through the Internet or by creating information to deposit Checks through the software provided by Bank.

(vi) "Substitute Check" means a paper reproduction of the original Check that:

(1) contains an image of the front and back of the original Check;

(2) bears a MICR line containing all the information on the MICR line of the original Check, except as provided under generally applicable industry standards for substitute Checks to facilitate the processing of substitute Checks;

(3) conforms, in paper stock, dimension, and otherwise, with generally applicable industry standards for substitute Checks; and

(4) is suitable for automated processing in the same manner as the original Check.

(vii) "Federal Financial Institutions Examination Council" or "FFIEC" consists of the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Office of the Comptroller of the Currency, the Office of Thrift Supervision, and a representative of the State Liaison Committee. The FFIEC is the governing body which provides high-level descriptions of risk management processes that include planning, risk identification and assessment, controls, and measuring and monitoring.

(c) Duties and Responsibilities of Bank. Bank hereby grants to Customer a non-exclusive ability to utilize the Remote Deposit Service through the Internet or by creating information to deposit Checks through the software provided by Bank, and to use Bank's proprietary documentation for the term of this Agreement. Customer agrees that Bank may process these Checks in accordance with the terms of this Agreement.

(i) Processing. Bank will process, encode, endorse and deposit into the Deposit Account, Checks submitted by Customer through the Remote Deposit Service in accordance with Bank's internal procedures and all state and federal laws during any Business Day, subject to the Cutoff Time below. Bank will not examine Checks to verify any data or dates. Bank will process the Check according to the amount entered by Customer, if applicable, or by the numeric amount shown. If the numeric amount is unclear, Bank may process the Check according to the written amount, and Bank may correct the amount entered by the Customer. If the Check is ambiguous, Bank will return the check as an exception. Checks made payable to the Customer or

any reasonable derivation thereof are acceptable for deposit. If a Check does not have the necessary information to be processed by Bank, then Bank will treat the Check as an exception. If a Check is treated as an exception, it will be forwarded by Bank to the Customer, and not deposited or otherwise reflected in the account of Customer. Bank will disregard any notation on a Check containing "paid in full" or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon.

(ii) Reporting. Reports regarding the Remote Deposit Service will be available through the Bank-provided software which the Customer may access through the Internet.

(d) Duties and Responsibilities of the Customer.

(i) Use of Remote Deposit Service. Customer shall be solely responsible for installing and maintaining up to date any malicious code security ("anti-virus") capability on its computers and information systems. Customer shall submit valid Checks payable to Customer by using the Remote Deposit Service in accordance this Agreement. In using the Remote Deposit Service, Customer shall create an image of the Check or Checks and the associated MICR data using approved hardware provided by Bank. If applicable, Customer agrees to enter in the amount of the Check using the written amount of the Check into the Remote Deposit Service in the data field provided. Customer agrees to abide by all terms and conditions contained in this Agreement for using the Remote Deposit Service, including but not limited to the specifications and image standards for Checks in accordance with standards as outlined in 12 CFR Part 210.

(ii) Check Endorsements. To comply with Reg CC guidance concerning endorsements for electronic check deposit, Remote Deposit Capture endorsements must be placed on the physical check. The Bank requires a minimum endorsement of "Electronically Deposited at First Financial Bank." Customer may request an additional virtual endorsement be configured in each Remote Deposit Capture profile for the Customer's benefit. If the Customer requires a change in the endorsement, the Customer shall coordinate the change with Bank at which time Bank shall implement the change.

(iii) Substitute Checks. Customer agrees that it will not deposit any Substitute Checks unless Bank specifically agrees to accept such deposit. If in the absence of such specific agreement Bank processes any substitute checks, other than returned items for deposit, Customer agrees that such processing shall not be deemed to be Bank's agreement to accept any Substitute Checks for deposit and that Customer will be solely responsible for any loss or liability in connection with the deposit.

(iv) Records Retention. Customer shall retain each original Check that is processed through any

Remote Deposit Capture activity for a reasonable period of time, but Bank recommends that Customer keep each original Check for at least fourteen (14) Business Days from the date of deposit or such longer time but not to exceed ninety (90) days for its own protection. Customer understands that in all cases it is solely responsible for safeguarding all items it retains as required or permitted by this Remote Deposit Service from destruction, alteration or theft in accordance with the provisions of this Agreement.

(e) Security Procedures and Communications. Certain RDC Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications sent by Bank and Customer might be used in connection with the Remote Deposit Service. Customer agrees that any such mutually agreed-upon RDC Security Procedures shall be deemed commercially reasonable. Bank shall not be obligated to act on a communication not transmitted in accordance with the RDC Security Procedures and may refuse to act on any communication where Bank reasonably doubts its authorization, contents, origination or compliance with the RDC Security Procedures. Bank shall have no duty to discover, and shall not be liable for, errors or omissions by the Customer. If Bank complies with the RDC Security Procedures in respect of a communication, Bank shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank shall not be liable for acting on, and Customer shall be bound by, any communication sent in the name of Customer, whether or not authorized.

Bank reserves the right to issue new RDC Security Procedures and/or to cancel or change any RDC Security Procedures from time to time. Whenever the RDC Security Procedures include the assigning to Customer of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, Customer shall not disclose such security device except to employees or agents authorized to act for Customer in connection with the Remote Deposit Service. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Bank if the confidentiality or integrity of any such security device is breached or threatened. Customer shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices.

(f) Personal Computer File Transmission. The Customer's Authorized Representative will access the Remote Deposit system by utilizing the prearranged log

on procedures, remote ID and file ID. The Customer is solely responsible for any access by its employees and agents to the data files maintained on the Customer's personal computers or Remote Deposit database. Customer hereby acknowledges that access to the Remote Deposit system must be carefully and continuously controlled. In accordance with the aforesaid, the Customer agrees to use the highest standard of diligence to ensure the confidentiality of user passwords and will prohibit the unauthorized access to or use of the Remote Deposit secure web site.

(g) License. Subject to the terms and conditions of this Agreement and these Remote Deposit Capture Services specific provisions, Bank hereby grants Customer a non-exclusive, non-transferable, limited license to access and/or use Bank's processing software for Customer's own business operations.

(h) Provisions Applicable to Customer Related Entity Use. If a Customer elects to receive the Remote Deposit Capture Services, such Services also include the ability and license for Customer and its Related Entities to use the Processing Equipment and Processing Software to perform Remote Deposit Capture Services to transmit an Electronic Deposit to Bank, including a file of Sufficient Image Copies of checks that total to the amount of the Electronic Deposit. Customer must list such Related Entities in Bank's Related Entities Section of Schedule A. If a Customer's Related Entity maintains its normal check processing activity in a location remote from the Processing Equipment and Processing Software licensed by Bank to Customer, then such Related Entity shall also complete any forms required by Bank, and shall so license additional Processing Equipment and Processing Software, at the same fees, unless other duly authorized compensation arrangements have been made in writing between Customer and Bank. Each Related Entity, by using the Processing Equipment and Processing Software either licensed indirectly through Customer or licensed directly to the Related Entity, hereby agrees to abide by each and every term of this Agreement, including governing law, for each and every Electronic Deposit transmitted by the Related Entity.

(i) "Remote Remittance Capture" relates to the Remote Remittance Capture functionality (the "RRC Functionality") of the Remote Deposit Capture Service offered.

(j) Description of the Remote Remittance Capture Functionality. The RRC Functionality extends Customer's ability to create an electronic image of, and to create a file of certain information relating to, an original paper check to any remittance materials (including any payment coupons and other materials) that accompany that original paper check. When Customer uses the RRC Functionality, the term "Captured Image" in the Remote Deposit Capture Service Schedule includes the electronic images and file of related information of the original paper check and any related remittance materials. In addition, Captured Images created with the RRC Functionality must be transmitted to Bank through an online portal that Bank designates to Customer from time to time rather than

through the Business Online Banking Service. Details regarding the RRC Functionality and certain formatting and other technical requirements that Customer must follow when using the RRC Functionality are provided in the Remote Deposit Capture Service Documentation.

(k) Payment Coupons. Bank will not begin providing the RRC Functionality to Customers using payment coupons until Bank tests the performance of the coupons and the test is satisfactorily completed. . Customer shall not change payment coupons without Bank approval, which Bank will give only after Bank has successfully tested the changed or new payment coupons.

(l) Data Files. Each business day, Bank will make a data file regarding the Captured Images processed through the RRC Functionality that day available to you through the Business Online Banking Service. The data file will be in the format indicated, will contain the elements selected, and will be made available by the deadline set forth, in the Remote Remittance Capture Service Setup Form. Customer agrees that Bank will not be liable for good faith errors in any of the data files.

(m) Contingency Plan. If, for any reason, the RRC Functionality is not available or Customer is unable to create or transmit Captured Images to Bank Customer must capture information regarding the remittance materials that accompany the original paper checks by another method.

(n) Representations and Warranties. It is the intention of the parties to this Agreement that the warranties deemed given by a depositor of a check to a bank under the UCC as applicable from time to time in the State of Texas shall also apply to any image or electronic representation of an Original Check transferred by Customer to Bank as if such image or electronic representation were a paper check within the meaning of the UCC. Accordingly, except to the extent that any warranties deemed given under the UCC are expressly superseded by CTA or Check 21, Customer understands that Customer shall be deemed to have given Bank all of the warranties that Customer would have given under the UCC for the deposit of an Original Check by transferring to Bank any electronic file that contains or purports to contain a Sufficient Image Copy of an Original Check. The above warranties are deemed given to Bank and any person, company or bank to which Bank transfers, presents or returns any of the images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by Bank or any subsequent bank receiving a copy of such image. Customer represents that it shall permit no entity to use the Processing Equipment and Processing Software, whether licensed to Customer directly, or licensed to one of its Related Entities, other than a Related Entity listed on Bank's appropriate authorization form. For the purpose of avoiding doubt, and not as a limitation of the generality of the foregoing statement, Customer acknowledges that the indemnification obligations of Customer set forth in Section (k) below apply equally to the activities of each Related Entity of Customer, so that Bank may call upon Customer and its assets to satisfy

such indemnification obligations, even if the conduct that gave rise to the indemnity obligation was conducted by a Related Entity of Customer.

(o) CUSTOMER INDEMNITY. IF CUSTOMER ELECTS TO USE BANK'S REMOTE DEPOSIT CAPTURE SERVICE THEN, IN ADDITION TO THE INDEMNIFICATION OF BANK BY CUSTOMER AS SET FORTH ELSEWHERE IN THIS AGREEMENT, CUSTOMER ASSUMES LIABILITY FOR, AND HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS BANK AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("BANK INDEMNITEES"), FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ("DAMAGES") ARISING OUT OF THE USE OF, CONDITION (INCLUDING LATENT AND DEFECTS AND WHETHER OR NOT DISCOVERABLE BY CUSTOMER OR BANK), OPERATION, OWNERSHIP, SELECTION, DELIVERY, INSTALLATION OR LICENSING OF ANY ITEM OR PROCESSING EQUIPMENT. NOTWITHSTANDING THE FACT THAT TITLE TO THE PROCESSING EQUIPMENT LICENSED BY BANK TO CUSTOMER SHALL REMAIN WITH BANK AT ALL TIMES, AND THAT THE PROCESSING EQUIPMENT SHALL AT ALL TIMES BE AND REMAIN THE PERSONAL PROPERTY OF BANK, CUSTOMER HEREBY EXPRESSLY AGREES TO INDEMNIFY AND REIMBURSE BANK FOR THE COST OF ANY PROCESSING EQUIPMENT THAT IS DAMAGED, LOST OR STOLEN WHILE SUCH PROCESSING EQUIPMENT IS IN THE POSSESSION AND CONTROL OF CUSTOMER (INCLUDING ANY OF CUSTOMER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS), EXCEPT THAT SUCH INDEMNIFICATION AND REIMBURSEMENT COSTS SHALL NOT EXTEND TO ANY DAMAGE, LOSS OR THEFT DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK. Bank shall, in its sole and absolute discretion, determine whether to seek indemnification and reimbursement from Customer for any Processing Equipment that is damaged, lost or stolen while in Customer's possession and control.

(p) Limitation on Bank Liability for Remote Deposit Capture Services. Bank shall not have any liability for any breach of any representation, warranty or covenant of this Agreement to the extent caused by: (i) the unavailability of the external connection services and other Internet network functions; (ii) any modifications, alterations of or additions to the Processing Software or Processing Equipment performed by anyone other than Bank or Bank's designated service providers; (iii) the use of the Processing Software or the Processing Equipment by Customer in a manner not as set forth in this Agreement or any procedures or Documentation, in a manner for which it was not designed, or in combination with systems, products or components not supplied or approved in writing by Bank; of (iv) Customer's use of

software, equipment or other systems not supplied by Bank. **CUSTOMER UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR FOR ANY INDIRECT LOSS THAT THE CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK TERMINATING CUSTOMER'S REMOTE DEPOSIT CAPTURE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.**

6. Wire Transfer

(a) The Service. Bank agrees to provide for origination of Funds Transfers by Wire ("Wire Transfer") through the Customer's computer or by telephone. Bank will act upon the Customer's instructions to debit one or more specified Deposit Accounts of the Customer and will transfer funds from such Deposit Account(s) for credit to the Customer and/or other persons or companies or specified accounts in accordance with the terms hereof.

(b) Definitions.

(i) "Repetitive Transfers" means Funds Transfer requests made routinely with instructions remaining constant except for the date and dollar amount.

(ii) "Non-Repetitive Transfers" means Funds Transfer Requests made routinely with only the debit account remaining constant.

(iii) "Online Wire Transfer" means a Wire Transfer initiated by a Customer via Bank's Business Online Banking Services.

(iv) "Domestic Wire" means a Wire Transfer that will not go outside of the United States and will be in U.S. dollars.

(v) "Foreign Wire" means a Wire Transfer that eventually will be credited to an account outside the United States or will be sent in a currency other than U.S. Dollars.

(vi) "Wire Templates" means formats for repetitive, non-repetitive, foreign and tax wires established in Bank's Business Online Banking Services by the Customer or established by Bank based on the Customer's request. Wire templates are the formats in Bank's Business Online Banking Services that enable the Customer to initiate Online Wire Transfers.

(c) Wire Template Maintenance; Customer's Liability for Errors to Beneficiary Information. Bank establishes non-repetitive Wire Templates for Customers based on the information provided by the Customer. The Customer may use those non-repetitive Wire Templates to establish repetitive Wire Templates as needed.

THE CUSTOMER UNDERSTANDS AND AGREES THAT THE CUSTOMER AND NOT BANK WILL CONTROL THE BENEFICIARY INFORMATION FOR ALL WIRE TRANSFERS, INCLUDING ANY REPETITIVE WIRE TEMPLATES, AND THAT IF ANY WIRE TRANSFER INSTRUCTION BY THE CUSTOMER DESCRIBES THE INTENDED RECIPIENT OF FUNDS INCONSISTENTLY BY NAME AND ACCOUNT NUMBER THAT PAYMENT BY THE RECEIVING BANK (WHICH MAY BE BANK) MAY BE MADE ON THE BASIS OF ACCOUNT NUMBER ALONE EVEN IF THAT ACCOUNT IS NOT OWNED BY THE PERSON OR ENTITY NAMED IN THE WIRE TRANSFER INSTRUCTION. BANK WILL NOT BE LIABLE FOR ANY ERRORS OR LOSSES RESULTING FROM ANY ERRORS IN OR CHANGES TO THE BENEFICIARY INFORMATION PROVIDED BY THE CUSTOMER. CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT BANK IS NOT RESPONSIBLE FOR DETECTING ANY CUSTOMER ERROR CONTAINED IN ANY INDIVIDUAL WIRE TRANSFER.

IN THE EVENT THAT A WIRE TRANSFER IS UNAUTHORIZED BUT EFFECTIVE PURSUANT TO THE SECURITY PROCEDURES AND OTHER PROCEDURES AGREED TO HEREIN, BANK IS ENTITLED TO ENFORCE OR RETAIN PAYMENT FOR THE WIRE TRANSFER FROM CUSTOMER UNLESS THE CUSTOMER CAN PROVE THAT THE WIRE TRANSFER WAS NOT CAUSED, DIRECTLY OR INDIRECTLY, BY A PERSON EITHER (I) ENTRUSTED AT ANY TIME WITH DUTIES TO ACT ON CUSTOMER'S BEHALF WITH RESPECT TO SUCH WIRE TRANSFER OR THE SECURITY PROCEDURES OR OTHER PROCEDURES HEREIN, OR (II) WHO OBTAINED ACCESS TO CUSTOMER'S TRANSMITTING FACILITIES OR WHO OBTAINED, FROM A SOURCE CONTROLLED BY CUSTOMER AND WITHOUT AUTHORITY OF BANK, INFORMATION FACILITATING A BREACH OF THE PROCEDURES, REGARDLESS OF HOW THE INFORMATION WAS OBTAINED OR WHETHER CUSTOMER WAS AT FAULT.

(d) Wire Transfer Procedures. Customer agrees to make all wire transfer transaction requests according to the security procedures that are set forth below. Notwithstanding the foregoing: (1) in the event that any third party wire transfer system imposes procedures upon Bank, Bank may immediately implement such procedures, followed by notice to the Customer; (2) Bank is not required to act upon any transaction request that does not comply with Bank's security procedures; (3) Bank is not required to act upon any transaction request which exceeds Customer's available balance on account with Bank or which Bank is unable to authenticate to its satisfaction; and (4) Bank may revise its security procedures upon notice to the Customer and in such case, such revised security procedures shall be binding upon the Customer.

(e) Security Procedures.

(i) Bank will only accept a funds transfer request that is made using the appropriate "Security Procedures" and codes. Bank always recommends that the Customer incorporate dual control authorities when initiating outgoing wires transfers. If the Customer chooses to allow a single Authorized Party to draft and approve an outgoing wire transfer request, Bank will require the Customer to document a waiver of this recommendation by completing a Waiver of Recommended Wire Transfer Procedure. Bank will assign personal identification numbers ("PINs"), user ID's, unique passwords, and security tokens (collectively referred to herein as "IDs") as applicable, which Authorized Parties will use to make transfer requests. The Customer understands and accepts responsibility for maintaining a high level of security in reference to such IDs.

(ii) Prior to initiating a transfer request, Bank may, but shall not be obligated to, confirm by telephone with an authorized representative of the Customer any third party transfer request. Third party transfer requests are defined to include any movement of funds from an account of the Customer maintained at Bank to an account of the Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company. The Customer understands that if and when Bank attempts to confirm transfers, a delay may occur pending an independent confirmation.

(iii) Each Authorized Party will have access to Bank's Business Online Banking System with the ability, as authorized, to draft and approve an outgoing wire transfer request through an ID. Each Authorized Party shall be permitted to make wire transfers by telephone and will be issued a PIN. It shall be the sole responsibility of the Customer to safeguard each ID. The effectiveness of the security procedures depends on the Customer safeguarding its IDs and limiting access to the service to Authorized Parties. Any act or omission of the Customer that permits any other party besides Authorized Parties to learn any Customer IDs and enables the outside party to use this information to use Bank's online banking system and/or telephone wire department destroys the security of the IDs and the results thereof are the responsibility of the Customer. In the event that Customer has reason to believe that any IDs have been compromised, the Customer shall immediately advise Bank by telephone. Upon such notification, Bank will issue new IDs to Customer's Authorized Parties. Until the new IDs have been issued, the Authorized Parties' use of Bank's online banking system and telephone wire department will be abated. In order to maintain a high level of security, each ID may be changed periodically by Bank. Before this occurs, Bank will notify the Customer of the impending

change and supply applicable Authorized Parties with new IDs.

(iv) The Security Procedures to initiate Online Wire Transfers are as follows: Bank is hereby directed to complete all funds transfer instructions received from Customer using Bank's Online Banking System. Bank shall have no liability for performing all funds transfer instructions submitted through the service as long as Bank complies with the instructions received. Each Authorized Party designated to draft and approve a wire transfer request will have an ID, which shall include a user ID, unique password, and security token, to access the wire transfer system. Each Authorized Party may change his or her own password. Customer acknowledges and accepts sole responsibility for the security of each ID issued to Customer's Authorized Parties and access to the service, and agrees to hold Bank harmless for complying with all instructions received from Authorized Parties in connection with the service. Customer understands that Bank will not call the Customer to verify the authenticity or accuracy of any wire transfer instruction and that Bank will have no liability for performing each wire transfer instruction without verifying the instruction with Customer.

(v) The Security Procedures to submit wire transfer instructions by telephone with dual callback are as follows: When initiating a wire transfer request, the Authorized Party must contact the wire transfer department and provide specifics of the wire transfer request and his or her PIN. This information includes, but is not limited to, his or her name, the Customer name, the User's PIN, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer instructions **the wire transfer department will call back to a different Authorized Party to confirm and verify the wire transfer request.** A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank.

(vi) The Security Procedures to submit wire transfer instructions by telephone with callback verification to the same person submitting the request are as follows: When initiating a wire transfer request, the Authorized Party must contact the wire transfer department and provide specifics

of the wire transfer request and his or her PIN. This information includes, but is not limited to, his or her name, the Customer name, the User's PIN, the account number from which the funds are to be drawn, the amount of the transfer, the name of the bank and the bank's ABA number to which the funds are to be transferred and the name and account number of the receiving party to which the funds are to be transferred. When verifying the wire transfer instructions **the wire transfer department will call back to ANY Authorized Party, including the same Authorized Party who provided the instruction to confirm and verify the wire transfer request.** A PIN must be used to identify the individual verifying the wire transfer instruction. A facsimile is required on all third party wire transfers. Third party wire transfer requests are defined to include any movement of funds from an account of Customer maintained at Bank to an account of Customer with a different name at another bank, as well as any movement of funds from Customer's account maintained at Bank to any company, individual or representative of any other company at another bank.

(f) Transfer Requests. Requests for transfers may be initiated online by an Authorized Party or a User of the Customer providing to Bank the following information (i) User ID and password; (ii) multifactor authentication; (iii) the amount to be transferred; (iv) the bank to which funds are to be transferred, identified by name and transit routing number; and (v) the name of the receiving party and account number to which funds are to be transferred.

(g) Submission of Transfers. In order for Domestic Online Wire Transfers to be sent same day, a Wire Transfer Request must be submitted through phone to Bank's wire transfer department by 3:30 p.m. Central Time on a Business Day or through Bank's online banking software by 4:00 p.m. on a Business Day. Wire Transfers shall be deemed delivered to Bank when the applicable Security Procedures have been complied with and the submission to Bank is completed in accordance with the Agreement.

(h) Acceptance and Execution of Transfer Requests.

(i) Bank Acceptance of Requests. A Wire Transfer request from the Customer shall be considered accepted by Bank when Bank executes it.

(ii) Deadlines. The Customer acknowledges that Bank maintains deadlines for accepting Wire Transfer requests. Such deadlines are subject to change from time to time at the sole discretion of Bank. If a Wire Transfer request from the Customer is received after the deadline, it may be executed the next Business Day.

(iii) Bank Acceptance of Instructions. No instructions or other restrictions limiting Bank's acceptance of a Wire Transfer request from the Customer shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its

option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by an Authorized Party or User of the Customer.

(iv) Instructions. Bank shall make debits according to the instructions received from the Customer and credits according to the instructions received electronically for each request.

(v) Transmission. In executing any Wire Transfer request, Bank may utilize such means of transmission as it may reasonably select, including through the Federal Reserve Bank System ("Fed"). Bank may initiate Wire Transfer requests in any order convenient to it.

(vi) International Wires. In order for International Wires to be sent same day, a Wire Transfer request must be submitted as follows: International Wires in U.S. Dollars must be submitted through phone to the wire transfer department by 3:30 p.m. Central Time. International Wires in U.S. Dollars can be submitted through Business Online Banking until 4:00 p.m. Central Time. International Wires sent in foreign currency must be submitted by phone or through Business Online Banking to the wire transfer department by 12:30 p.m. Central Time.

(vii) Rejections by Bank. Bank may, in good faith, reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the Customer (including any Authorized Party) for any reason. Bank shall notify the Customer of Bank's rejection of the transfer request by telephone, electronic message, or U.S. Mail. Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Bank shall not complete the transfer. Bank shall have no liability to the Customer as a result of Bank's rejection of any transfer request if it complies with the terms of this Agreement.

(viii) Rejection of Bank's Transfer Request. If Bank receives notice that a wire transfer transmitted by Bank has been rejected, Bank shall notify the Customer of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. Bank will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

(ix) Revocation of Transfers. **The Customer has no right to reverse, adjust, or revoke a Wire Transfer request after Bank has executed the Wire Transfer. If the Customer requests the reversal, adjustment or revocation of a Wire Transfer request, Bank may (but shall not be obligated to) attempt to recover the funds from the transferee using whatever steps Bank may deem appropriate.**

THE CUSTOMER EXPRESSLY AGREES TO INDEMNIFY BANK AGAINST ANY COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEY'S FEES, WHICH BANK MAY INCUR IN ATTEMPTING TO EFFECT SUCH RECOVERY OF FUNDS. BANK MAKES NO REPRESENTATION OR WARRANTY AS TO ITS ABILITY TO REVOKE OR CANCEL A WIRE TRANSFER ONCE MADE.

(x) Confirmation. Bank may send the Customer an e-mail confirming each executed Wire Transfer request.

(i) Wire Transfer Drawdown Authorizations. Bank will honor 1031/1631 drawdown wire requests subject to the terms of this Agreement and further subject to and conditioned upon Customer's execution of the Wire Transfer Drawdown Authorization and Indemnity Agreement (the "Drawdown Wire Agreement") provided by Bank. Upon execution of the Drawdown Wire Agreement, Customer authorizes the agent identified in such form (the "Agent") to initiate transfers from Customer's designated account(s) to Agent's account (each a "Drawdown Wire"), each as identified in the Drawdown Wire Agreement. Customer agrees that Bank's treatment of, or action related to, a Drawdown Wire shall be treated as if Customer requested the transfer pursuant to the terms of this Agreement. The Customer further authorizes Bank to transfer funds pursuant to the Drawdown Wires without further consent or authorization by the Customer. The Customer understands that this authorization applies to all Drawdown Wires initiated by the Agent to the Customer's designated accounts. Customer understands and agrees that Bank will not honor Drawdown Wires initiated by Agent from accounts other than Customer's designated accounts. If Customer desires Bank to accept Drawdown Wires from accounts other than the Customer's designated accounts, the Customer and Bank must execute a new Wire Transfer Drawdown Authorization and Indemnity Agreement Form to cover said accounts. The Customer understands and agrees that Bank will not confirm with the Customer that the Agent is authorized to make such Drawdown Wires prior to accepting a Drawdown Wire by the Agent. **Customer understands that Bank will not verify the authenticity or accuracy of any Drawdown Wire initiated by the Agent with the Customer and/or the Agent and that Bank will have no liability for accepting each Drawdown Wire initiated by the Agent without verifying the Drawdown Wire with the Customer and/or the Agent. The Customer accepts full responsibility for and agrees to be bound by any and all actions of the Agent with regard to the transfer of funds from the Customer's designated accounts pursuant to the Drawdown Wires initiated by the Agent.** Bank may decline any Drawdown Wire request to the same extent it may decline any transfer hereunder. In the event Customer does not have sufficient funds in Customer's designated accounts at the time the Agent initiates any Drawdown Wire, the Drawdown Wire shall be denied. Further, if the Drawdown Wire and associated Bank fees

results in Customer having an overdrawn balance in Customer's designated accounts, Bank in its sole discretion may deny the Drawdown Wire. Notwithstanding any provision herein to the contrary, Bank may honor any Drawdown Wire request in conformance with the instructions outlined in the Drawdown Wire Agreement. The Customer and/or Agent has no right to cancel, reverse, adjust, or revoke a Drawdown Wire request after received by Bank; however, Bank may (but shall not be obligated to), act on the request if Bank receives the request prior to the time Bank executes such Drawdown Wire, provided Bank has sufficient time, in its sole discretion, to effect such cancellation or change. The Drawdown Wire Agreement shall remain in effect unless and until revoked in writing by an authorized representative of Customer and both Bank and Agent have each received such written notice and have had a reasonable period of time to act on such notice.

(j) Limitation of Bank's Liability. **BANK WILL NOT BE LIABLE TO CUSTOMER FOR ANY EXPENSE, CLAIM, LOSS, DAMAGE, OR COST ("DAMAGES") ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION OTHER THAN THOSE DAMAGES THAT RESULT SOLELY AND DIRECTLY FROM BANK'S ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE, BAD FAITH OR INTENTIONAL MISCONDUCT AS DETERMINED IN A COURT OF COMPETENT JURISDICTION IN A FINAL NON-APPEALABLE ORDER.**

IN NO EVENT WILL BANK BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.

Bank will be excused from any failure to act or delay in acting, and no such failure or delay shall constitute a breach of this Section or otherwise give rise to any liability of Bank, if (i) such failure or delay is caused by circumstances beyond Bank's reasonable control, including but not limited to computer malfunction, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, acts of terrorism, flood, earthquake or other natural disaster, breakdown of public or private or common carrier communications or transmission facilities, equipment failure, or negligence or default of Customer or Agent or (ii) such failure or delay resulted from Bank's reasonable belief that the action would have violated any of Bank's guidelines or policies, or rule or regulation of any governmental authority.

Bank will have no fiduciary duties under this Section to any other party, whether as trustee, agent, bailee, or otherwise.

Bank will have no duty to inquire into or determine the existence or enforceability of Customer's agreement with Agent. Bank shall not be deemed to have any knowledge (imputed or otherwise) of any of the terms or

conditions of the agreement between Customer and Agent, or any breach thereof.

Bank may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party, without any independent investigation and Bank shall have no duty to inquire into the authority of the person in giving such notice or instruction. Bank may accept, acknowledge or act upon any notice, instructions or other directions hereunder that contain minor mistakes or other irregularities. Bank may reject, except when prohibited by law, at its sole discretion, any Drawdown Wire from Agent for any reason.

Notwithstanding any of the other provisions in this Section, in the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against Customer, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against Customer, Bank may act as Bank deems reasonably necessary to comply with all applicable provisions of governing statutes and shall not be in violation of this Agreement as a result.

(k) **Indemnity.** **CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD BANK, AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND OR CHARACTER ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY LOSS RESULTING THEREFROM, INCLUDING ANY LOSSES CAUSED IN WHOLE OR PART BY ANY NEGLIGENT ACT AND/OR OMISSION BY BANK OR ITS EMPLOYEES, OTHER THAN THOSE ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK. THE DUTY TO DEFEND HEREUNDER IS INDEPENDENT AND SEPARATE FROM THE DUTY TO INDEMNIFY AND THE DUTY TO DEFEND EXISTS REGARDLESS OF ANY ULTIMATE LIABILITY OF CUSTOMER AND/OR AGENT. THE DUTY TO INDEMNIFY CONTAINED HEREIN EXISTS INDEPENDENT OF CUSTOMER'S INSURANCE.**

WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT BANK SHALL BE ENTITLED TO CONCLUSIVELY PRESUME THAT ANY PERSON PURPORTING TO BE AGENT OR AN AUTHORIZED REPRESENTATIVE OF AGENT WHO INITIATES A DRAWDOWN WIRE FROM CUSTOMER'S DESIGNATED ACCOUNTS SHALL BE DEEMED TO HAVE BEEN DULY AUTHORIZED FOR ALL PURPOSES. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BANK SHALL INCUR NO LIABILITY TO CUSTOMER OR AGENT FOR ACTING ON INSTRUCTIONS OR VERIFICATIONS GIVEN BY AGENT OR A PERSON PURPORTING TO BE AN AUTHORIZED

REPRESENTATIVE OF AGENT AND CUSTOMER SHALL INDEMNIFY BANK FROM ANY LIABILITY ENSUING FROM SO ACTING, REGARDLESS OF ANY CONTRIBUTING FAULT OR NEGLIGENCE OF BANK EXCEPT IN CASES ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.

(l) **Release and Waiver of Claims. CUSTOMER HEREBY RELEASES, ACQUITS AND FOREVER WAIVES, DISCLAIMS AND DISCHARGES BANK FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS AND/OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO BANK'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OTHER THAN THOSE ULTIMATELY DETERMINED TO BE FOUNDED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK.**

Treasury Management Services Fee Schedule

Business Online Banking (BOB)

Business Online Monthly– Basic	\$0.00
Business Online Monthly – Enhanced	\$25.00
Business Online Monthly – Enhanced/Account; 10 included	\$2.00
Business Online Monthly – Treasury	\$65.00
Business Online – Treasury/Account; 25 included	\$3.00
EDI Reporting Monthly – per account for Basic BOB	\$10.00
eStatement ISO Monthly	\$15.00
File Delivery via SFTP Monthly	\$50.00

Business Bill Pay (BBP)

BBP Basic – 25 Bill Pays included; per item over 25	\$0.95
BBP Enhanced – 50 Bill Pays included; per item over 50	\$0.75
BBP Treasury – Unlimited Bill Pays	\$0.00

ACH Origination Services

ACH Origination Item – Enhanced; 25 included	\$1.00
ACH Origination Item – Treasury	\$0.12
ACH File Reversal/Deletion	\$25.00
ACH Returned Debit/Credit Item	\$3.00
ACH Return Item Not Authorized	\$5.00

Payment Manager

Payment Manager – Positive Pay – included in Enhanced/Treasury	
Payment Manager – ACH Filter – included in Enhanced/Treasury	
Payment Manager Exception Item	\$2.00

Remote Deposit Capture Services

Mobile Deposit – Integrated per Deposit	\$1.00
Remote Deposit – Low Volume Minimum	\$20.00
Remote Deposit Item – Low Volume per Item	\$0.30
Remote Deposit Monthly – Standard	\$35.00
Remote Deposit Item – Standard	\$0.05
RemitPlus Express Monthly	\$200.00
RemitPlus Express Add'l Wkstation Monthly	\$50.00
RemitPlus Express per Item	\$0.10

Wire Transfer

Wire Transfer – Outgoing Online	\$15.00
Wire Transfer – Outgoing Int'l	\$50.00
Drawdown Wire Initiation	\$25.00

Fees are subject to change;

For products/services not governed by this Agreement, see posted the Account Analysis Service Charge Schedule

Treasury Management Services Fee Schedule

Business Online Banking (BOB)

Business Online Monthly– Basic	\$0.00
Business Online Monthly – Enhanced	\$25.00
Business Online Monthly – Enhanced/Account; 10 included	\$2.00
Business Online Monthly – Treasury	\$65.00
Business Online – Treasury/Account; 25 included	\$3.00
EDI Reporting Monthly – per account for Basic BOB	\$10.00
eStatement ISO Monthly	\$15.00
File Delivery via SFTP Monthly	\$50.00

Business Bill Pay (BBP)

BBP Basic – 25 Bill Pays included; per item over 25	\$0.95
BBP Enhanced – 50 Bill Pays included; per item over 50	\$0.75
BBP Treasury – Unlimited Bill Pays	\$0.00

ACH Origination Services

ACH Origination Item – Enhanced; 25 included	\$1.00
ACH Origination Item – Treasury	\$0.12
ACH File Reversal/Deletion	\$25.00
ACH Returned Debit/Credit Item	\$3.00
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Payment Manager – Positive Pay – included in Enhanced/Treasury	
Payment Manager – ACH Filter – included in Enhanced/Treasury	
Payment Manager Exception Item	\$2.00

Remote Deposit Capture Services

Mobile Deposit – Integrated per Deposit	\$1.00
Remote Deposit – Low Volume Minimum	\$20.00
Remote Deposit Item – Low Volume per Item	\$0.30
Remote Deposit Monthly – Standard	\$35.00
Remote Deposit Item – Standard	\$0.05
RemitPlus Express Monthly	\$200.00
RemitPlus Express Add'l Wkstation Monthly	\$50.00
RemitPlus Express per Item	\$0.10

Wire Transfer

Wire Transfer – Outgoing Online	\$15.00
Wire Transfer – Outgoing Int'l	\$50.00
Drawdown Wire Initiation	\$25.00

Fees are subject to change;

For products/services not governed by this Agreement, see posted the Account Analysis Service Charge Schedule



Payroll Card Application

EMPLOYER: _____

All fields must be completed to process your application.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying information.

CARDHOLDER INFORMATION

*Social Security Number or Taxpayer ID Number _____

*Employee First Name _____ MI _____ *Last Name _____

*Mailing Address (No PO Boxes) _____

*City _____ *State _____ *Zip _____

*Date of Birth (MM/DD/YYYY) _____

*Primary Phone Number _____ Secondary Phone Number (optional) _____

Email Address (optional) _____

Citizenship: ☐ U. S. Citizen ☐ Non-U.S. Citizen

If you are not a citizen of the United States, please provide one of the following forms of identification:

☐ U.S. issued Alien Identification ☐ Passport

☐ Other Government Issued Identification
(Example: Matricula Consular Card)

Type: _____

Country of Issuance _____

Number _____ Expiration Date (month/day/year) _____

Address where card is to be mailed: _____

(No PO Boxes)

AUTHORIZATION AGREEMENT

Return completed, signed and dated application to your Employer

I hereby authorize First Financial Bank to issue a Payroll Card to me. I understand that by accepting, activating, and using this card I agree to: (1) the Payroll Card Cardholder Agreement that accompanies my card, and (2) changes to, or replacement for, the Cardholder Agreement, which may be sent or made available to me from time to time. This Authorization Agreement for a First Financial Payroll Card will authorize my employer to electronically Direct Deposit via ACH my periodic salary/compensation payments, and if necessary, debit entries and adjustments for any credit entries in error to my Payroll Card account. This authority will remain in effect until I notify my employer in writing to cancel it and my employer and First Financial Bank have a reasonable opportunity to act upon my request. I understand that I may withdraw funds using an Automated Teller Machine (ATM) (subject to certain withdrawal limits as disclosed in the Payroll Card Terms and Conditions), point-of-sale ("POS") terminals, and wherever MasterCard® debit cards are accepted. By signing this application, I also hereby authorize First Financial Bank to debit my First Financial Payroll Card Account, without notifying me, for the fees described on the card carrier. I understand First Financial Bank may charge those fees at any time. As the property of First Financial Bank, the surrender of this card may be required at any time.

Applicant's Signature _____

Date _____



You will receive your card by mail or from your employer before payday.

You must activate your new Payroll Card to begin using it. To activate online, visit www.paynuver.com, enter your card number under New User Registration, and click Register. To activate by phone, call 1-800-416-6373.

Unauthorized Transaction Amounts by Authorized Persons

If you authorize someone else to use your Card and/or PIN, you are and shall be held responsible for all Transactions, which that person initiates at any time, even if the amount of the Transaction(s) exceeds what you had authorized.

Documentation

You should receive a receipt from the merchant when you make a purchase or withdraw cash using the Card at either a POS device or ATM. You should retain this receipt to compare it with the Transactions recorded by the Bank. You will not receive a statement detailing your Transactions or Card Value unless you request a sixty (60) day written history of account Transactions, and pay the applicable Paper Statement Fee specified in the Fee Schedule on your card carrier. You may make this request by calling 1-800-416-6373 or by writing to us at TransCard Customer Service, 4080 Jenkins Rd., Suite 200, Chattanooga, TN 37421. You are waiving the right to receive any statement other than by following the procedures specified herein. However, **you can receive your Card Value information free of charge by calling 1-800-416-6373. This information, along with a sixty (60) day history of your Transaction activity, is also available online by logging onto www.paynuver.com. Both of these services are available 24-hours a day, seven (7) days a week.**

List of all fees for Universal Payroll Mastercard® Prepaid Card

All Fees	Amount	Details
Get Started		
Card purchase	\$0.00	
Monthly usage		
Monthly Maintenance Fee	\$0.00	
Add Money		
Money Load at Financial Institution	\$0.00	Third party fees may apply
Direct Deposit	\$0.00	Payroll / Tax Refunds / Government Benefits
Spend Money		
Point-of-Sale Signature Transactions	\$0.00	
Point-of-Sale PIN Transaction	\$0.50	This is a per purchase fee.
Money Move – Card to Card	\$0.00	
Money Move – Card to Bank	\$2.00	This is a per transfer fee.
Print a Check	\$1.50	One free per pay period.
Get Cash		
ATM Withdrawal	\$2.95	One free per pay period. This is our fee. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
Over the Counter Cash Withdrawal	\$5.00	One free per pay period. This is our fee for additional withdrawals.
Information		
ATM Balance Inquiry	\$1.25	This is our fee. You may be charged a fee by the ATM operator.
Live or IVR Customer Service Support	\$0.00	No fee for calling our customer service.
Web Access Cardholder Portal	\$0.00	
Paynuver App Access	\$0.00	
Email & SMS Alerts	\$0.00	Fees from your mobile or data carrier may apply.
Using Your Card Outside the U.S.		
ATM Withdrawal – International	\$3.50	This is our fee. You may be charged a fee by the ATM operator.
ATM Balance Inquiry – International	\$1.75	This is our fee. You may be charged a fee by the ATM operator.
Point-of-Sale PIN Transaction – International	\$0.50	This is a per purchase fee.
Currency Conversion Fee – International	3%	Fee is applied to the transaction total in USD.
Other		
Monthly Inactivity Fee	\$4.95	Cards with a balance will be assessed a monthly fee after 12 months of no activity.
Online Statement	\$0.00	
Card Replacement (Regular or Express Shipping)	\$5.95 or \$30.95	
Secondary Card Order	\$5.95	
Paper Statement	\$5.00	Per month requested. Account history is available for free online.

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to First Financial Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event First Financial Bank fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact First Financial Bank by calling 1-800-416-6373, by mail at TransCard Customer Service, P.O. Box 1069, Chattanooga, TN 37401, or visit www.paynuver.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.



CIF# _____

Payroll Card – Employer Terms and Conditions Agreement

First Financial Bank

Region Select Region:

Employer: _____

Introduction

This “Agreement” explains the Terms and Condition for Employer’s participation in the Payroll Card Program offered by First Financial Bank. **It is important that Employer reads this Agreement in full and keeps a copy for its records.** This Agreement is a binding contract between First Financial Bank and Employer. By signing this Agreement, Employer agrees to be bound hereby, subject solely to modification hereof by the Bank as may be adopted pursuant to the terms of this Agreement.

Definitions

The “**Bank**” means First Financial Bank as the issuer and owner of the Card. The “**Card(s)**” mean(s) the MasterCard® branded Payroll Card issued by the Bank and subject to the Payroll Card Terms and Conditions Agreement. “**Employer**” means the commercial customer of the Bank who is direct depositing payroll funds for stored value on the Cards issued to said commercial customer’s employees. “**Employee**” means someone who is paid by the Employer for work or services performed on Employer’s behalf. “**Secondary Card**” means a Card ordered for someone by the Employee. The Payroll Card Program, offered by the Bank through TransCard LLC may be referred to herein as “**the Program**.”

Program Participation

The Bank will enroll Employer in the Program and the Employer will offer participation in the Program to Employer’s eligible Employees and eligible Secondary Card holders. Eligibility is established for Card holder through employment with Employer and through the Card ordering process as Employees and Secondary Card holders are screened against the Office of Foreign Assets Control’s list of Specially Designated Nationals. Employees and Secondary Cardholders are subject to the Payroll Card Terms and Conditions Agreement. Employer will participate in the Program under the terms stated in this Agreement and any additional policies established by the Bank and communicated to Employer in connection with the Program. Employer may only participate in the Program for its internal business purposes and will not offer participation in the Program to any person other than Employees and eligible Secondary Card holders.

Fees and Payment

Employer agrees to pay the cost for the Initial Card Issuance Fee. Fees will be applied and deducted as negotiated with the Bank.

Transmission of Data and Security

Employer or Bank will enter the enrollment data for the Cards for each Employee in accordance with instructions provided by the Bank. Certain actions with respect to the Program will be conducted over the Internet. If Employer’s enrollment data is not received, the enrollment will not be processed. The acceptance of Employer’s data does not indicate confirmation that the data is error-free. The Bank understands the need to safeguard Employer’s information and records from unauthorized use and disclosure. The Program application incorporates measures, including the use of data encryption, network firewalls and other security devices and systems, to attempt to protect Employer’s and Employee’s personal and business information. However, Employer acknowledges that the Internet is an open system and the Bank cannot and does not warrant or guarantee that third parties will not intercept business or personal information transmitted over the Internet related to the Program. The Bank or its respective agents may contact Employer or Employee by email, telephone, or other manner to communicate important maintenance, administrative, or security issues.

Employer Obligations

Employer shall ensure that each Employee provided with a Card has been properly identified by using the US Department of Homeland Security Employment Eligibility Verification, OMB No 16150047 or such other form as may be required by law or as may be required by the Bank from time to time.

Employer agrees to provide the disclosures required by the Consumer Financial Protection Bureau (CFPB) under the Prepaid Rule before an Employee completes a Payroll Card application and agrees to receive wages by use of a Payroll Card.

Cards will be issued to Employees based on information provided by Employer. The Employer's representative signing this Agreement is duly authorized to execute the Agreement on behalf of the Employer. The Bank will take all instructions regarding Employer's participation in the Program from the person(s) named on the Payroll Card Program Set Up Form included with this Agreement. The Bank will not be liable for following such instructions. Employer will promptly review any Program confirmation prepared by the Bank for validity and accuracy according to Employer's records, and Employer will be solely responsible for any inaccuracies contained in such confirmation. Employer understands that funds delivered to the Employee(s) belong(s) to the Employee(s) and may not be returned to the Employer. Any adjustments due to overpayment must be negotiated directly with the Employee(s).

Employer shall adhere to Automated Clearing House guidelines as to submission of direct deposit information to provide allowable time for the direct deposit transaction to be applied to the Cards on the date due and acknowledges that failure to do so may result in a delay in loading the Cards.

Modification of the Program/the Agreement; Notices

The Bank reserves the right to change, modify, or add to the terms and provisions relating to the Program and this Agreement, including the fees required in connection therewith, at any time upon notice to Employer provided at least 30 days in advance of the effective date of such change, except that any change to the terms made to comply with laws or regulations may be effective immediately upon notice. Such changes, modifications, or additions will become effective upon the effective date specified in the notice. Notwithstanding the foregoing, changes to the Payroll Card Terms and Conditions Agreement may be made in accordance with that agreement. Employer's continued use of the Program following the effective date of the notice will constitute Employer's agreement to and acceptance of such changes, modifications, or additions. The Bank reserves the right to change, modify, or cancel the Program or any portion thereof at any time.

Terms and Termination of this Agreement

This Agreement will remain in effect, unless cancelled or terminated by either party upon 30-days prior written notice. Either party may terminate this Agreement at any time if the other party is in material breach of this Agreement and the breaching party fails to cure such breach within 10 days of receiving notice thereof. Employer's failure to fully pay any fees due within 10 days after the applicable due date shall be deemed a material breach. Upon termination, all rights and obligations hereunder will cease, except that Employer's obligation to pay the applicable fees and provide indemnification with respect to Employer's participation in the Program prior to the effective date of termination will survive. The Payroll Card Terms and Conditions Agreements will remain in effect for so long as the applicable Cards remain active in accordance with their terms. Employer will not be entitled to a refund of any fees paid by Employer in connection with the Program prior to termination.

Disclaimer of Warranties and Representations

THE PROGRAM IS PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. THE BANK AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

EMPLOYER ACKNOWLEDGES THAT NEITHER BANK NOR ITS AFFILIATES, NOR ANY OF THE RESPECTIVE EMPLOYEES, AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS, THIRD-PARTY SERVICE PROVIDERS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS OF EITHER OF THE FOREGOING, WARRANT THAT THE PROGRAM OR ANY ASSOCIATED SERVICES WILL BE

UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY OR COMPLETENESS OF CONTENT OF ANY INFORMATION SERVICE OR MERCHANDISE PROVIDED THROUGH THE PROGRAM.

EMPLOYER SHALL NOT RELY SOLELY ON ITS USE OF THE PROGRAM TO COMPLY WITH ANY LAWS OR GOVERNMENT REGULATIONS.

Limitation of Liability

IN THE EVENT THE BANK FAILS TO TIMELY LOAD A CARD, THE BANK'S SOLE RESPONSIBILITY WILL BE TO CORRECT THE ERROR. UNLESS THE FAILURE IS A DIRECT RESULT OF BANK'S WILLFUL AND INTENTIONAL FAILURE, THE BANK WILL NOT BE LIABLE FOR ANY OTHER DAMAGES RESULTING THEREFROM WHATSOEVER, WHETHER DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, ALL OF WHICH ARE SPECIFICALLY AND EXPRESSLY WAIVED BY THE EMPLOYER.

IN NO EVENT WILL THE BANK'S LIABILITY TO EMPLOYER FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER, AT LAW OR IN EQUITY, EXCEED THE AMOUNT PAID BY THE EMPLOYER FOR PARTICIPATION IN THE PROGRAM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE LOSS OR INJURY. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY LOST PROFITS, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF THIS AGREEMENT OR EMPLOYER'S USE OR INABILITY TO USE THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OF OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTUOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION.

Miscellaneous provisions

The Bank performs this Agreement independently, not as an employee of the Employer. Nothing in this Agreement is intended to constitute the existence of a partnership, joint venture, or agency relationship between the Employer and the Bank.

EMPLOYER WILL INDEMNIFY AND HOLD HARMLESS THE BANK AND THE BANK'S PROVIDERS, OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, DAMAGES, COSTS OR OTHER EXPENSES, (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM OR IN ANY WAY RELATED TO EMPLOYER'S USE OF THE PROGRAM, INCLUDING BUT NOT LIMITED TO, (I) EMPLOYER'S BREACH OF ANY REPRESENTATION OR WARRANTY CONTAINED HEREIN OR ARISING BY OPERATION OF LAW, (II) ANY ACT OR OMISSION BY EMPLOYER TO EMPLOYER'S EMPLOYEES OR AGENTS, INCLUDING FRAUDULENT OR INCORRECT TRANSMISSION OF INFORMATION OR DATA, OR UNAUTHORIZED OR INAPPROPRIATE ACCESS TO THE BANK'S DATA FILES, (III) EMPLOYER'S FAILURE TO COMPLY WITH ANY APPLICABLE LAW, REGULATION OR RULE, (IV) EMPLOYER'S VIOLATION OF THE RIGHTS OF A THIRD PARTY RELATING TO EMPLOYER'S USE OF THE PROGRAM, OR (V) EMPLOYER'S OBLIGATIONS TO ITS EMPLOYEES.

Nothing in this Agreement creates or will be deemed to create any third party beneficiaries of or under this Agreement; the Bank will have no obligation to Employees or any other third party by virtue of this Agreement. Employer may not assign the

Agreement without the prior written consent of Bank. Any purported assignment without the consent of Bank will not be effective.

Notices may be given by the Bank in writing such as by mail or courier, or may be given electronically, such as by posting the modified Agreement on the Bank's website, by email, or by other electronic message to Employer as part of a session. Employer is responsible for reviewing these changes, amendments, and additions.

The Agreement and any modifications thereto by the Bank, including modification of the Program contain the entire agreement between Bank and Employer and supersede and cancel any prior or contemporaneous agreements, negotiations, or understandings between Employer and the Bank, whether written or verbal, with respect to the subject matter herein. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance contained in the Agreement are cumulative and in addition to all other rights and remedies available to the Bank hereunder, by operation of law or otherwise. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, to the greatest extent possible the remainder of this Agreement shall be valid and enforceable according to its terms.

This agreement shall be construed and governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof. Any and all disputes between the Parties which may arise hereunder shall be heard and determined before an appropriate federal or state court located in Taylor County, Texas and not elsewhere. The Parties waive any objection they could otherwise assert to jurisdiction or venue in any of the above-identified courts.

EMPLOYER

Signature: _____

Name: _____

Title: _____

Date: _____

FIRST FINANCIAL BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Payroll Card – Employer Terms and Conditions Agreement

Attachment A - Fees

Employer's initial card issue fee will be direct debited to the company account unless the company is on account analysis, then the appropriate account analysis charges will apply.

<u>Employer Fees</u>	<u>Fee</u>	<u>Charged</u>
Payroll Card - Initial Issue	\$5.95	One Time per Card

Cardholder Fees

Schedule of Services & Fees[†]

Monthly Maintenance Fee	Free
Point of Sale Signature Transactions	Free
Money Move - Card To Card Transfer	Free
Money Load at Financial Institution	Free
Web Access Cardholder Portal	Free
Paynuver App Access	Free
Customer Service	Free
IVR Customer Service Support	Free
SMS / Email Alerts	Free
Balance Inquiry VRU	Free
Direct Deposit Load - Payroll / Tax Refunds / Government Benefits	Free
Online Statement	Free

Monthly Inactivity Fee	\$4.95 (Cards with a balance will be assessed a monthly fee after 12 months of no activity)
ATM Withdrawal - Domestic	\$2.95
ATM Withdrawal - International	\$3.50
ATM Balance Inquiry - Domestic	\$1.25
ATM Balance Inquiry - International	\$1.75
Point of Sale PIN Transaction - Domestic	\$0.50
Point of Sale PIN Transaction - International	\$0.50
Money Move - Card to Bank Transfer	\$2.00
Over the Counter Cash Withdrawal	\$5.00 (one free per pay period)
Currency Conversion Fee - International	3%
Card Replacement	\$5.95
Card Replacement - Express	\$25.00
Secondary Card Order	\$5.95
Paper Statement	\$5.00
Print a Check	\$1.50 per check (one free per pay period)

Account Information

Routing Number	111301122
Account Number	
Charge Method	Select One:

Payroll Card Disclosure - Short Form



You do not have to accept this payroll card.
Ask your employer about other ways to receive your wages.

Monthly Maintenance Fee	Point-of-Sale PIN Transaction	ATM Withdrawal	Cash Load Fees
\$0.00	\$0.50	\$2.95	\$4.95*

ATM Balance Inquiry	\$1.25
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Live or IVR Customer Service Support	\$0.00
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Monthly Inactivity Fee – Cards with a balance will be assessed a monthly fee after 12 months of no activity.	\$4.95
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We charge 10 other types of fees. Here is one of them:

Money Move - Card to Bank Transfer	\$2.00
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* This fee can be lower depending on how and where this card is used.
See www.paynuver.com for free ways to access your funds and balance information.

No overdraft/credit feature.

Your funds are eligible for FDIC insurance.

For general information about prepaid programs, visit cfpb.gov/prepaid.
Find details and conditions for all fees and services in the cardholder materials or visit www.paynuver.com.

Payroll Card Disclosure - Long Form



List of all fees for Universal Payroll Mastercard® Prepaid Card

All Fees	Amount	Details
Get Started		
Card purchase	\$0.00	
Monthly usage		
Monthly Maintenance Fee	\$0.00	
Add Money		
Money Load at Financial Institution	\$0.00	Third party fees may apply
Direct Deposit	\$0.00	Payroll / Tax Refunds / Government Benefits
Spend Money		
Point-of-Sale Signature Transactions	\$0.00	
Point-of-Sale PIN Transaction	\$0.50	This is a per purchase fee.
Money Move – Card to Card	\$0.00	
Money Move – Card to Bank	\$2.00	This is a per transfer fee.
Print a Check	\$1.50	One free per pay period.
Get Cash		
ATM Withdrawal	\$2.95	One free per pay period. This is our fee. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
Over the Counter Cash Withdrawal	\$5.00	One free per pay period. This is our fee for additional withdrawals.
Information		
ATM Balance Inquiry	\$1.25	This is our fee. You may be charged a fee by the ATM operator.
Live or IVR Customer Service Support	\$0.00	No fee for calling our customer service.
Web Access Cardholder Portal	\$0.00	
Paynuver App Access	\$0.00	
Email & SMS Alerts	\$0.00	Fees from your mobile or data carrier may apply.
Using Your Card Outside the U.S.		
ATM Withdrawal – International	\$3.50	This is our fee. You may be charged a fee by the ATM operator.
ATM Balance Inquiry – International	\$1.75	This is our fee. You may be charged a fee by the ATM operator.
Point-of-Sale PIN Transaction – International	\$0.50	This is a per purchase fee.
Currency Conversion Fee – International	3%	Fee is applied to the transaction total in USD.
Other		
Monthly Inactivity Fee	\$4.95	Cards with a balance will be assessed a monthly fee after 12 months of no activity.
Online Statement	\$0.00	
Card Replacement (Regular or Express Shipping)	\$5.95 or \$30.95	
Secondary Card Order	\$5.95	
Paper Statement	\$5.00	Per month requested. Account history is available for free online.

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to First Financial Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event First Financial Bank fails, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact First Financial Bank by calling 1-800-416-6373, by mail at TransCard Customer Service, P.O. Box 1069, Chattanooga, TN 37401, or visit www.paynuver.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.



Payroll Card Program Set-up Form

Section 1 – Employer Information

Employer Name:

Contact:

Phone:

Email:

Physical Address:
(to send cards)

City, State, Zip

Section 2 – Program Set-up Information

Card Type:

☐

Instant Issue

☐

Personalized

☐

Both

Quantity of Instant Issue Cards:
(to be sent upon implementation)

First Financial Bank Treasury Management will submit this form to tmclientsupport@ffin.com.

NIGHT DEPOSITORY AGREEMENT_____
(Name of Financial Institution)_____
Title of Account_____
(Address of Financial Institution)_____
Account Number

In consideration of the Financial Institution furnishing Night Depository service, undersigned consents and agrees to the rules and regulations with respect thereto as set forth on page 2 of this agreement and as the same may be amended by Financial Institution from time to time, said rules, regulations and amendments thereto, being hereby made a part of this agreement.

Until further notice to Financial Institution in writing, any one of the persons whose specimen signatures appear below under the caption "Authorized Signatures for pickup of Lock Bag Deposits" may be regarded by Financial Institution as duly authorized to act for the undersigned to do and perform all acts required or deemed advisable under this agreement.

Receipt is hereby acknowledged of _____ keys to the entrance door of said Depository, also a copy of this agreement and the rules and regulations referred to above.

This agreement shall not be transferred or assigned by the undersigned without your written consent. By execution, you and we agree to be bound by this agreement. You also acknowledge receipt of the lock bag(s) and keys described below and a copy of this agreement.

By: (Authorized Signer)_____
(Title)_____
(Date)_____
By: (If Two Signatures Required)_____
(Title)_____
(Date)_____
(Address)_____
(Telephone Number)_____
By: (For the Financial Institution)_____
(Date)**Authorized Signatures for pickup of Lock Bag Deposits**_____
Name_____
Signature_____
Name_____
Signature_____
Name_____
Signature_____
Name_____
Signature

Plan No. _____ (Plan No. 2, as explained on page 2, will be used if Plan No. is not specified in the blank.)

Lock Bag No. _____, _____, _____, _____, _____, _____, _____

Release

Date: _____

The undersigned User hereby acknowledges that all of the property deposited in the Night Depository of the Financial Institution pursuant to the foregoing Agreement has been returned to the User and all keys to the depository are hereby surrendered.

Title of Account_____
By: (Authorized Signer, Title)_____
By: (For the Financial Institution)_____
Keys received by:

Night Depository Service

1. Deposits may be placed in the Night Depository under either of the following plans:

Plan No. 1: Financial Institution shall furnish to User a depository pouch with padlock and keys. User shall reimburse Financial Institution for the cost of such pouch and keys. User shall list the deposit on the deposit slip and shall itemize the currency and each check, draft, or other item included in the deposit. The User must retain for his own records a duplicate of such deposit slip. The deposit shall then be placed in the bag or other instrumentality provided by the Financial Institution and deposited in the Night Depository. Financial Institution may remove the pouch from the Depository and hold the same until called for. Upon the next business day following the night when any such deposit shall have been made, User or his Accredited Representative will appear in person at the Financial Institution and identify and claim the pouch. Financial Institution will deliver such pouch to User, or to his said Accredited Representative, upon his written receipt therefor. If desired by User, User or the Accredited Representative may then open the pouch and deposit the contents to the credit of the User. No relationship of debtor and creditor shall arise between the Financial Institution and User until such deposit shall have been made in the usual manner and credit entered in User's account. If the pouch is not claimed by User within five (5) business days after it is found by the Financial Institution in the Night Depository, the Financial Institution may then, or at any time thereafter, forcibly open the same in the presence of any two of its officers and employees, remove the contents therefrom and hold the contents in safekeeping for the User or deposit the same to the credit of User's account as Financial Institution may elect.

Plan No. 2: Financial Institution shall furnish to User a pouch, bag, envelopes, or other similar means and keys by which User can make a deposit in the Night Depository. User shall reimburse Financial Institution for the cost of such items and keys. User shall list the deposit on the deposit slip and shall itemize the currency and each check, draft, or other item included in the deposit. The User must retain for his own records a duplicate of such deposit slip. The deposit shall then be placed in the bag or other instrumentality provided by the Financial Institution and deposited in the Night Depository. Upon the next business day following the night when any such deposit shall have been made, or sooner if the Financial Institution so elects, the Financial Institution shall open the deposit bag, pouch, or envelope, verify the deposit and credit the account of the User in an amount equal to the amount of the deposit actually received. If the verification discloses any discrepancy between the amount of the deposit as shown on the deposit slip and the amount of the deposit actually received, Financial Institution shall promptly notify User of such discrepancy. No relationship of debtor or creditor between Financial Institution and User shall arise until the bag or pouch has been opened by the Financial Institution and the deposit has been credited to the User's account, and the Financial Institution shall be liable only for the deposit actually received and credited by it to User's account as hereinbefore described.

2. The findings and records of the Financial Institution made jointly by any two officers or employees as to the presence in or absence from the Depository of any deposit and as to the contents thereof shall be conclusive and binding upon User.
3. If the key to the entrance door is lost, a new one may be purchased from the Financial Institution.
4. The Financial Institution may terminate the Night Depository Agreement with any User at any time by mailing notice to the User and in the event of such termination, or of any other discontinuance of the use of the Depository by the User, all keys to the entrance door of said Night Depository furnished under the agreement will be immediately returned to the Financial Institution or if not returned the User will reimburse the Financial Institution for the value thereof.
5. The Night Depository is to be used only for the deposit therein of cash and checks, drafts or other like items, and is not to be used for any dangerous or unlawful purpose.
6. The Financial Institution reserves the right to withdraw the Night Depository from use at any time without notice in case of emergency or need for repairs and shall not be liable for any loss resulting therefrom. The Financial Institution shall not be responsible or liable at any time for the operation, safety or condition of the Night Depository or of any keys, locks, pouches, or envelopes for use in connection therewith.
7. The relationship between the User and the Financial Institution as to all property placed in the Night Depository shall be that of bailor and bailee of such property and the Financial Institution shall not be liable to the User as an insurer of said property.
8. These rules and regulations may be amended or rescinded or new rules and regulations may be made by the Financial Institution and any changes so made shall be binding upon the User of the Night Depository from and after the personal delivery or mailing to him of a copy of such changes.

ATTACHMENT A - PROPOSED FEES
CITY OF SAN ANGELO - 2025

	MO AVG	PROPOSED
AVERAGE COLLECTED BALANCE	10,000,000	UNIT FEE
BALANCED BASED FEE		
ACCOUNT MAINTENANCE	7	20.0000
ZBA MASTER ACCOUNT MAINTENANCE		25.0000
ZBA SUBSIDIARY ACCOUNT MAINTENANCE		25.0000
ZBA MONTHLY FEE		25.0000
DEBITS POSTED/CHECKS PAID	229	0.1500
CREDITS POSTED	118	0.5000
CHECKS CASHED FOR NON-ACCOUNT HOLDER		0.0000
INFORMATION SERVICES		
BASIC ONLINE MONTHLY MAINTENANCE	1	65.0000
BASIC ONLINE ADD'L ACCOUNT MAINTENANCE		0.0000
CURRENT DAY SUBSCRIPTION MAINTENANCE		0.0000
PRIOR DAY ITEM LOADED		0.0000
ALERTS/MEASSAGING - EMAIL		0.0000
ONLINE SEARCH		0.0000
ONLINE IMAGE VIEWS <90 DAYS/ITEM		0.0000
ONLINE MAGE VIEWS?90 DAYS/ITEM		0.0000
REMOTE DEPOSIT SERVICES		
REMOTE DEPOSIT MONTHLY MAINTENANCE	1	35.0000
REMOTE DEPOSIT CREDITS POSTED	205	0.2500
REMOTE CAPTURE ITEM	2,890	0.0500
REMOTE DEPOSIT ITEMS RETRIEVED		0.0000
REMOTE DEPOSIT - ON-US		0.0000
REMOTE DEPOSIT - TRANSIT		0.0000
SCANNER MO MAINTENANCE		0.0000
DEPOSITORY SERVICES		
DEPOSITED CHECKS ON-US	1,585	0.1200
DEPOSITED CHECKS - TRANSIT	5,573	0.1500
NSF		35.0000

DEPOSIT ADJUSTMENT		0.0000
NIGHT DROP DEPOSIT		0.0000
ONLINE RETURN ITEM MONTHLY MAINTENANCE		0.0000
ONLINE RETURN ITEM SUBSCRIPTION - ACCOUNT		0.0000
ONLINE RETURN ITEM SUBSCRIPTION - ITEM		0.0000
RETURN ITEM CHARGEBACK	14	12.0000
ONLINE RETURN ITEM RETREIVAL - IMAGE		0.0000
ONLINE RETURN ITEM RETREIVAL - ITEM		0.0000
RETURN ITEM REDEPOSITED	2	3.0000
BRANCH CASH DEPOSIT/\$1		0.0015
BRANCH CASH DEPOSIT VERIFICATION		0.0000
DEPOSIT CORRECTION		0.0000
CHANGE ORDER - COIN - BRANCH		0.1000
CHANGE ORDER - CURRENCY - BRANCH		0.0025
VAULT CASH-ONLY OR CHECK-ONLY DEPOSIT		
VAULT DEPOSIT MIXED		
VAULT COIN DEPOSITED - LOOSE		
VAULT COIN DEPOSITED - ROLL	2	0.1000
VAULT DEPOSIT CORRECTION		
RECEIVABLES PRESENTMENT MAINTENANCE		0.0000
LONG TERM STORAGE - PAYMENT		0.0000
ATM CHECK DEPOSIT IMAGE		0.0000
ATM CASH DEPOSIT IMAGE		0.0000
POSITIVE PAY AND RECONCILIATION		
POSITIVE PAY ONLY MONTHLY MAINTENANCE		
POSITIVE PAY WITH RECON MONTHLY MAINT.		0.0000
POSITIVE PAY EXCEPTION	8	0.0000
POSITIVE PAY CHECKS RETURNED		0.0000
PAYEE VALIDATION		0.0000
POSITIVE PAY-CHECKS WITH NO ISSUE RECORD		0.0000
ARP MONTHLY MAINTENANCE - FULL		0.0000
ARP FULL RECONCILIATION ITEM		0.0000
ARP MONTHLY MAINTENANCE - PARTIAL		0.0000
ARP PARTIAL RECONCILIATION ITEM		0.0000
ARP ONLINE MAINTENANCE/REPORTING		0.0000
ARP AGED ISSUES ON FILE		0.0000
STOP PAY		
STOP PAY - ONLINE		35.0000
STOP PAY RENEWAL - ONLINE		35.0000
ACH		
ACH MONTHLY MAINTENANCE		0.0000

[illegible]

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Future services needed by the City will be negotiated at the time of service.

Notes:

1. The Remote Deposit scanners currently in use and provided by the Bank are compatible with RDC/F workstations, we will provide scanners at Bank cost.

2. The City will be enrolled in our Treasury Package for Online Banking which includes the following a
Online Access to view transaction history for at least 25 accounts (\$3.00 for each additional acco
Transfer Funds between accounts

Initiate Wire Transfers (one time and recurring)

Create and save templates for ACH and Wire Transfers

Transmit ACH files and single entries

Establish Alerts - Options for Security Alerts, Transaction, and Calender alerts.

Advanced Reporting

Single Sign-on for Payment Manager and Remote Deposit

Admin Rights for User Management and Roles

E-Statements - including viewing up to 2 years of statements online

3. Lockbox Services

Due to the complexity and choices available, First Financial will be glad to work with the City on cost :

EXTENDED	
FEE \$\$	NOTES, AS APPLICABLE
140.00	
0.00	
0.00	
0.00	
34.35	
59.00	
0.00	FFB will cash checks issued by the City and drawn on us without cost, provided the City continues to participate in Positive Pay.
0.00	
0.00	
65.00	Treasury Management Online Banking
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
35.00	
51.25	
144.50	Includes item processing
0.00	Retrieve images for up to 7 years with the RDC/RDN solution. RemitPlus Express provides access to images for up to 3 months with the option for the City to download the images.
0.00	Included with item image capture
0.00	Included with item image capture
0.00	
0.00	
0.00	
190.20	
835.95	
0.00	

[illegible]

[illegible]

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RDN. If the City chooses to upgrade a scanner or add

**and more:
unt)**

and feasibility of outsourcing incoming mail payments.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: August 19, 2025

Item type: Consent Item

Caption:

Second reading and public hearing of ordinances for:

1. CP25-01, a request to amend the Comprehensive Plan from Neighborhood to Commercial in the Lasker Addition Block 38, Lot 6; and
2. Z25-18, a request to rezone from the Single-family Residential zoning district to the General Commercial zoning district, located at 21 E. 21st St., being in the Lasker Addition Block 38, Lots 4-6 (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The applicant's request is to update the Comprehensive plan and the Zoning District for property owned and directly behind their commercial business. The area will be used for overflow parking and possibly some event space in the future. There is a current structure which will be demolished, and a fence placed between the commercial zoned property and the residential property to the east. This project fits the Chadbourne corridor as an accessory function to the main business which fronts Chadbourne. The Planning Commission heard the case on June 16th and recommended approval with a 5-0 vote.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Presented to Planning Commission on June 16, 2025 and recommend approval with a 5-0 vote.

Attachments:

- | | |
|--|---|
| 1. Z25-18 Staff Report 21 E 21st St | Z25-18 Staff Report 21 E 21st St.pdf |
| 2. Zoning Ordinance -Z25-18 21 E 21st Lot 4-6 St. | Zoning Ordinance -Z25-18 21 E 21st Lot 4-6 St. .docx |
| 3. Comprehensive Plan Ordinance -CP25-01 21 E 21st Lot 6 | Comprehensive Plan Ordinance -CP25-01 21 E 21st Lot 6 .docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval



STAFF REPORT - Z25-18

Planning Commission: June 16, 2025

City Council 1st reading: July 15, 2025

APPLICATION TYPE:		CASES:	
Zone Change		Z25-18: 21 E 21 st St, Lots 4-6	
SYNOPSIS:			
Request for approval of an amendment to the Comprehensive Plan on Lot 6 from Neighborhood to Commercial and a zone change from (RS-1) Single-family Residential to (CG) General Commercial for the property located at 21 E 21 st St, Lots 4-6 to be used as an extension of Western Sky's parking lot and excess storage for restaurant.			
LOCATION:		LEGAL DESCRIPTION:	
21 E 21 st St, Lots 4-6		Acres: 0.482, Lot: 4 THRU 6, Blk: 38, Subd: LASKER ADDITION	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
District #4 – Patrick Keely Neighborhood – Reagan	Currently: RS-1 Requesting: CG	Currently: Commercial/Neighborhood	Acres: .482
NOTIFICATIONS:			
17 notifications sent on 5/29/25. Received 0 in favor and 0 opposed.			
STAFF RECOMMENDATION:			
Staff recommend Approval of an amendment to the comprehensive plan on Lot 6 from Neighborhood to Commercial and a zone change from (RS-1) Single-family Residential to (CG) General Commercial for the property located at 517 W 18th St.			
PROPERTY OWNER/PETITIONER:			
Petitioner/Owner: M3ASO Holding LLC Representative: Yolanda Franco			
STAFF CONTACT:			
Rae Lineberry Senior Planner (325) 657-4210, ext 1533 Rae.lineberry@cosatx.us			

Additional Information: The subject of this zone change is a lot with a house that is listed as a dangerous building and a storage building currently on the property. The owner would like to demo the house and keep the storage buildings, as they are used by the restaurant. Once the house is gone, the owner plans to extend the current parking lot of Western Sky onto these lots and maintain the storage buildings for restaurant storage.

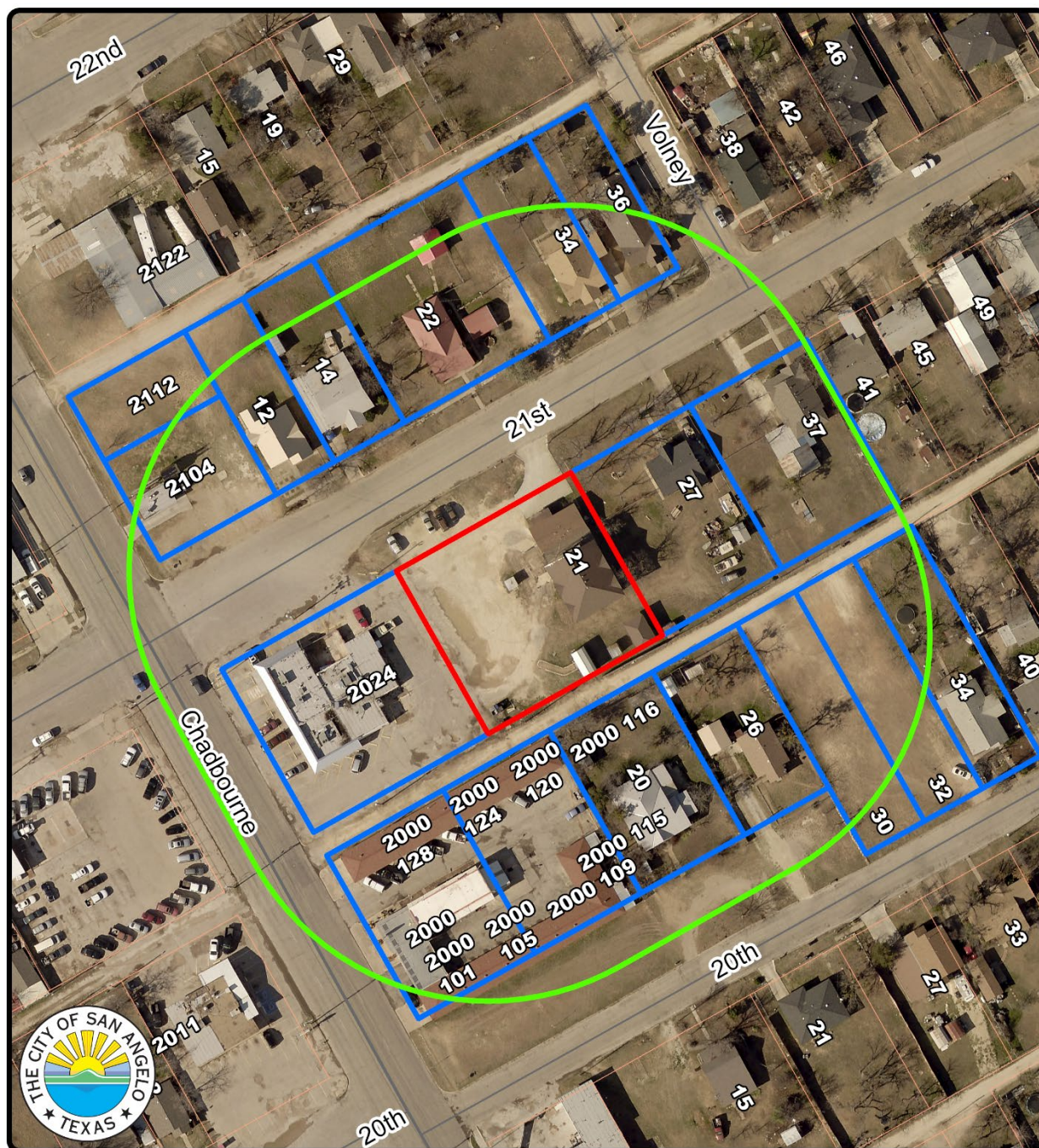
1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The Comprehensive Plan currently designates Lots 4 and 5 as Commercial, making the proposed amendment for Lot 6 consistent with the existing land use designation for the adjacent properties.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The proposed zoning does not conflict with the zoning ordinance and will allow the restaurant to create more parking.
3. **Compatible with Surrounding Area.** **Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.** The proposed zoning change to (CG) General Commercial is compatible with surrounding land uses and will support the continued growth of a locally established business.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** A zone change will allow the restaurant to offer more parking and will remove a building from the dangerous building list while being able to keep the storage buildings.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** There are no anticipated adverse effects on neighboring properties.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Granting this request will meet a community need given the consistency with the Comprehensive Plan on adjacent lots, the compatibility of the proposed zoning with surrounding development, and the operational needs of the existing commercial establishment.
7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The property will meet the development pattern of general commercial in the area.

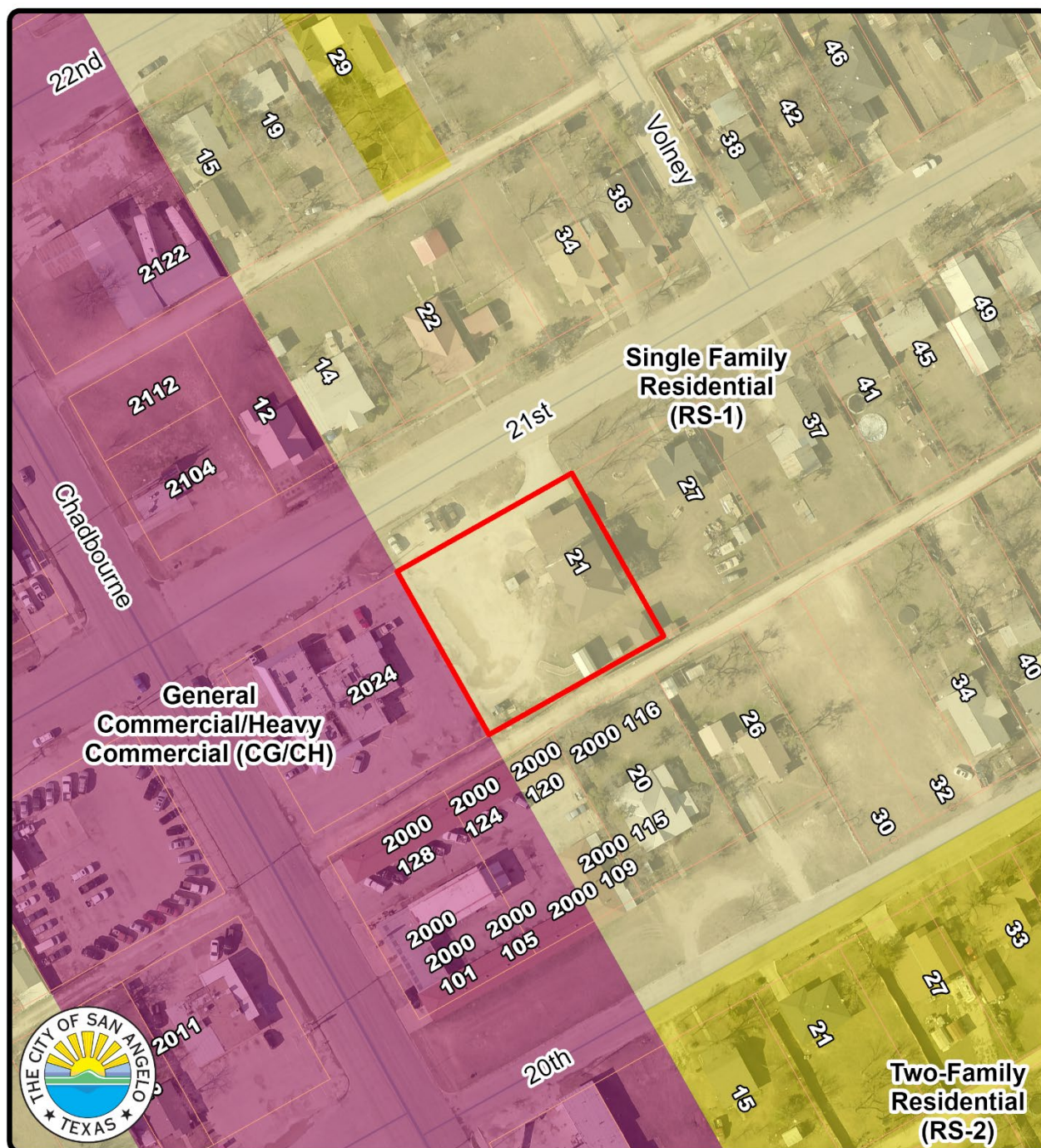
Recommendation:

Staff recommend **Approval** of an amendment to the Comprehensive Plan on Lot 6 from Neighborhood to Commercial and a zone change from (RS-1) Single-family Residential to (CG) General Commercial for the property located at 517 W 18th St.

Attachments:

Notification Map
Zoning Map
Vision Plan Map

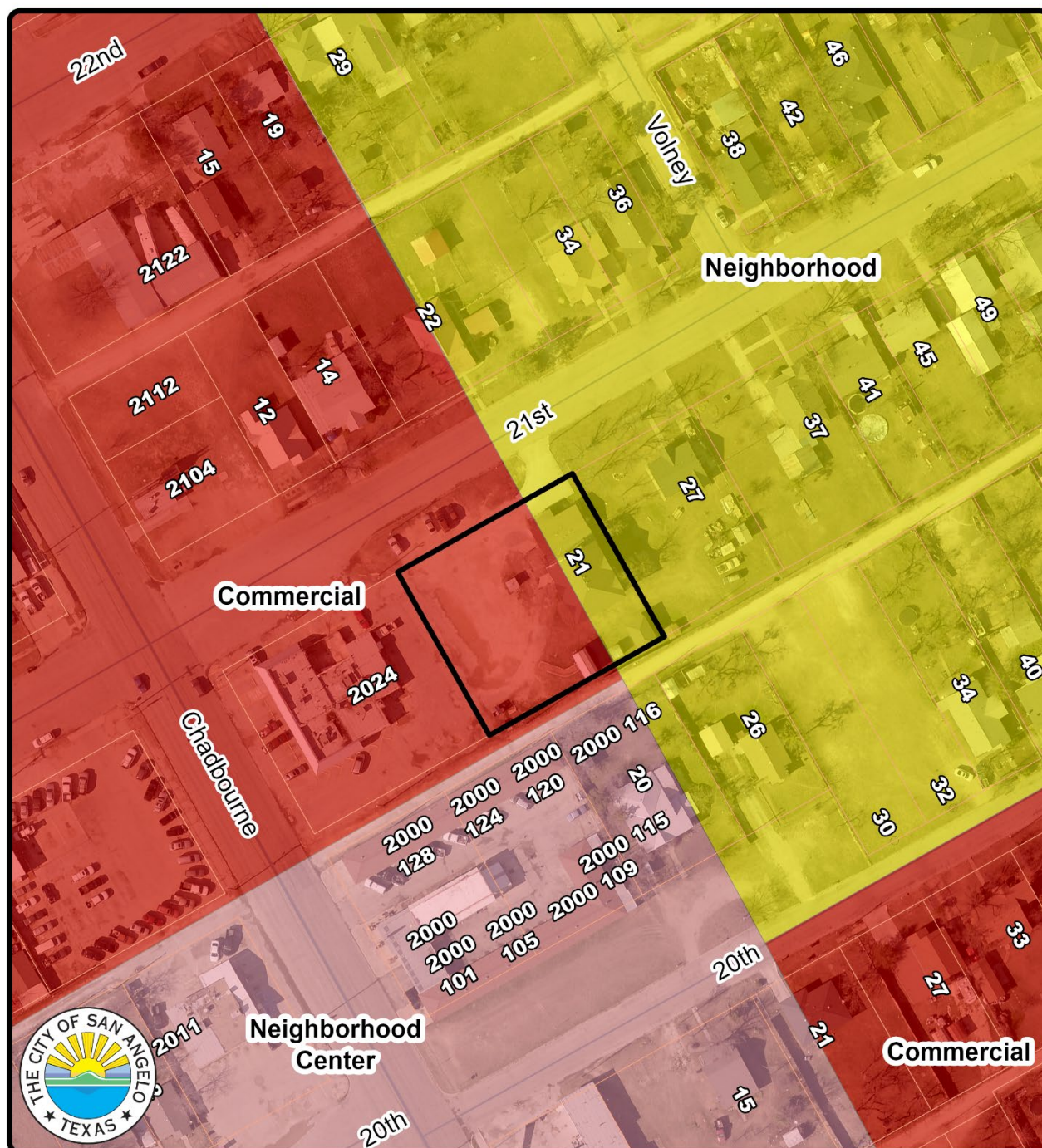




Z25-18: 21 E 21st St.

Subject Property: _____





Z25-18: 21 E 21st St.

Neighborhood: Reagan

Subject Property: _____



Scale: 0 0.01 0.02 0.03 0.04 Miles

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY ZONING AND CLASSIFYING THE FOLLOWING PROPERTY: **APPROXIMATELY .482 ACRES LOCATED AT 21 E 21st St., LOTS 4-6**; FROM SINGLE-FAMILY RESIDENTIAL (RS-1) TO GENERAL COMMERCIAL (CG); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z25-18: 21 E 21st St.

WHEREAS, on the 16th day of June, 2025, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed General Commercial (CG) Zoning District; and,

WHEREAS, on the 15th day of July, 2025, City Council held a public hearing on Z25-18, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned GENERAL COMMERCIAL (CG) ZONING DISTRICT:

The real property located at 21 E 21st St, described as a total of .482 acres from Lasker Addition, Block 38, Lots 4-6 within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development

Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit “A”** of this Ordinance.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **15th day of July, 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **5th day of August, 2025**.

THE CITY OF SAN ANGELO

Tom Thompson, Mayor

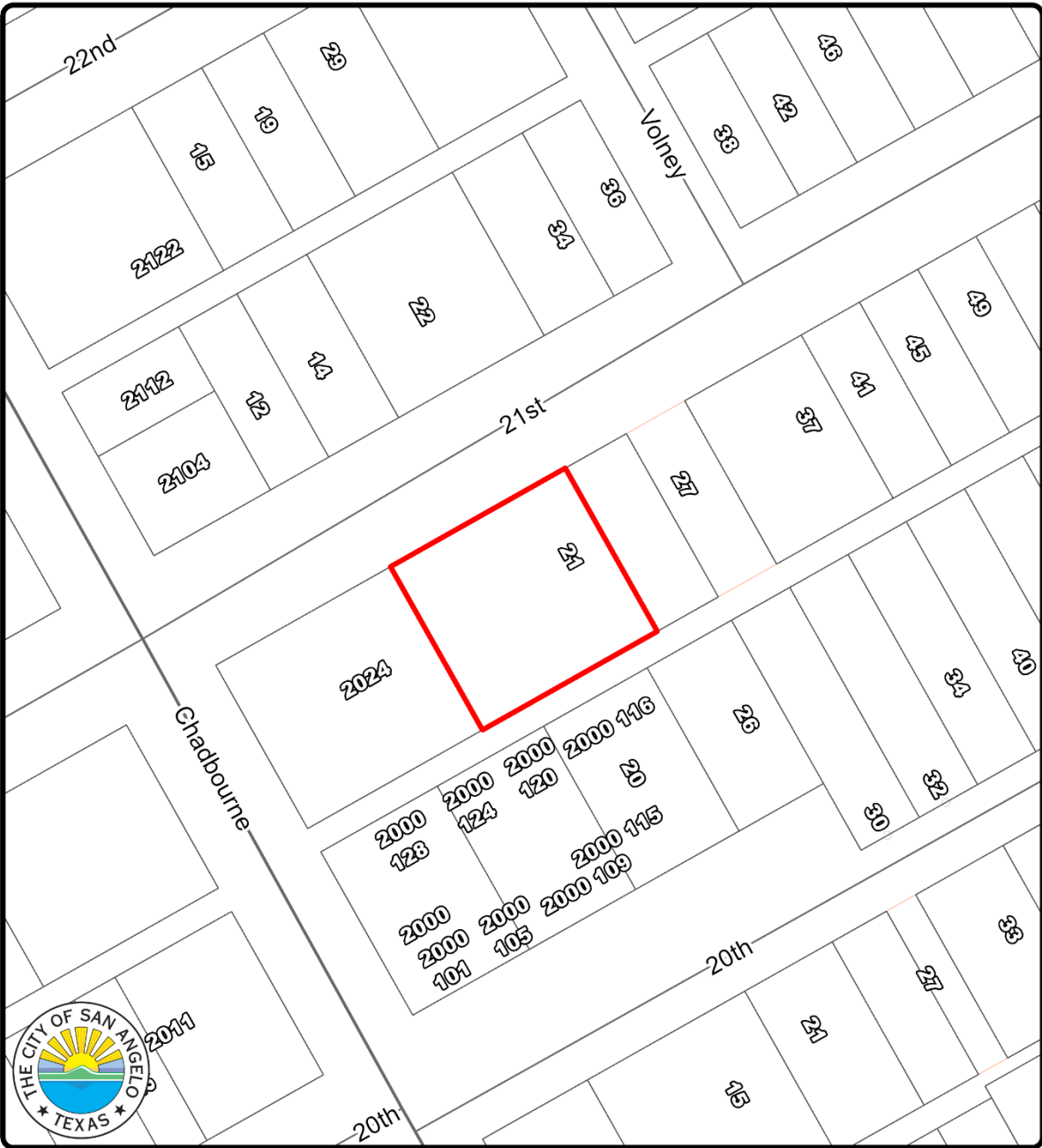
ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

Exhibit "A"



Ordinance Map
Z25-18: 21 E 21st St.

Council District: #4 - Patrick Keely
Neighborhood: Reagan

Scale: 0 0.010.01 0.02 0.03 0.04 Miles

Subject Property: —

Existing Zoning: RS-1

Requested Zoning: CG



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS LOCATED AT **APPROXIMATELY .16 ACRES LOCATED AT 21 E 21ST ST., LOT 6**; FROM "NEIGHBORHOOD" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: CP25-01: 21 E 21ST St., Lot 6

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan (Vision Plan and Future Land Use Map within the San Angelo Strategic Plan adopted by City Council as updated on October 20, 2009) to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, on the 16th day of June, 2025, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Comprehensive Plan amendment; and,

WHEREAS, on the 15th day of July, 2025, City Council held a public hearing on CP25-01, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designation of the following described parcel as outlined below:

The real property located at 21 E 21st St., described as .16 acres from Lasker Addition, Block 38, Lot 6 within the City of San Angelo, Tom Green County, Texas as more particularly all properties are described and depicted on Exhibit “A” of this Ordinance.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit “A”** of this Ordinance.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **15th day of July, 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **5th day of August, 2025**.

THE CITY OF SAN ANGELO

Tom Thompson, Mayor

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Brandon Dyson, Interim City Attorney

22nd

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Volney

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20th

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2000 124

2000 120

2000 116

2000 101

2000 103

2000 105

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2000 116

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Chadbourne

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: August 19, 2025

Item type: Consent Item

Caption:

Second reading and public hearing of an ordinance to amend PD05-02, a request to amend a Planned Development by updating the Concept Site Plan to include renovations and expansions located at 50 E. 43rd St. (Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

This request is to amend the Planned Development PD05-02 with a new major concept plan for the Coliseum expansion located at 4600 Grape Creek. The Planning Commission recommends approval of the Major Concept plan amendment with a 5-0 on May 16, 2025.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Presented to Planning Commission on June 16, 2025, and they recommend approval with a 5-0 vote.

Attachments:

- | | |
|--|---|
| 1. Staff memo - Major Site Plan Amendment | Staff memo - Major Site Plan Amendment.pdf |
| 2. 102112 MRI BUILDERS - FOSTER COMMUNICATIONS COLISEUM ADDITION - PERMIT SET 09.27.25 SHT.A0.02 | 102112 MRI BUILDERS - FOSTER COMMUNICATIONS COLISEUM ADDITION - PERMIT SET 09.27.25 SHT.A0.02.pdf |
| 3. PD05_02 original case file | PD05_02 original case file.pdf |
| 4. Ordinance Major Concept Plan | Ordinance Major Concept Plan .docx |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy
Aaron Vannoy
Brandon Dyson
Aaron Vannoy
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Final Approval

MEMO

**Meeting**

Date: June 16, 2025

To: Planning Commission

From: Aaron Vannoy
Planning and Development Services Director, City of San Angelo

Request: Planned Development Amendment – Major Site Plan: expansion of Coliseum and renovation.

Background: The current Planned Development PD05-02 was adopted by City Council in February of 2005. The PD allowed several entertainment, livestock and fairground land uses and accessory uses. Today's proposal is to renovate and expand the Coliseum as vote by the Citizens of San Angelo in the May 2025 Bond election. The land use will continue the same as the original planned development simply modifying the Site plan to add the expanded coliseum footprint and the associated accessory uses.

Planning Commission Requested Action:

Staff recommends **APPROVAL** of a Major Site Amendment to PD05-02

Attached

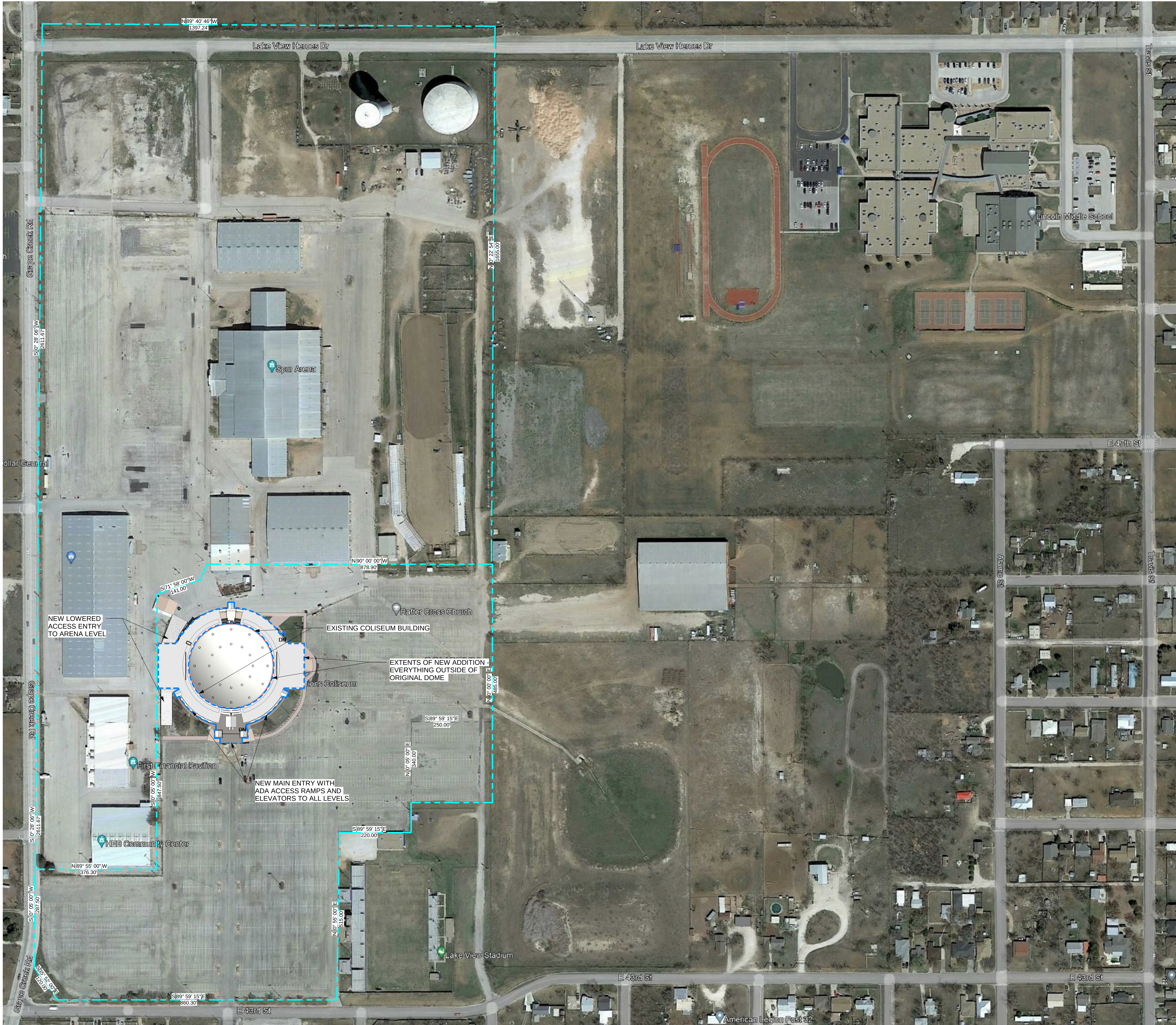
Site Plan – Amended



FOSTER COMMUNICATIONS
COLISEUM ADDITION
50 E. 43RD STREET
SAN ANGELO TX

PROJECT #202112

DATE	ITEM
04.01.22	SCHEMATIC DESIGN
08.27.24	SIGN OFF (FP & ELEV) SET
05.10.25	ADDENDUM 
06.02.25	ADDENDUM 



1 SITE PLAN - AERIAL OVERLAY
1" = 120'-0"

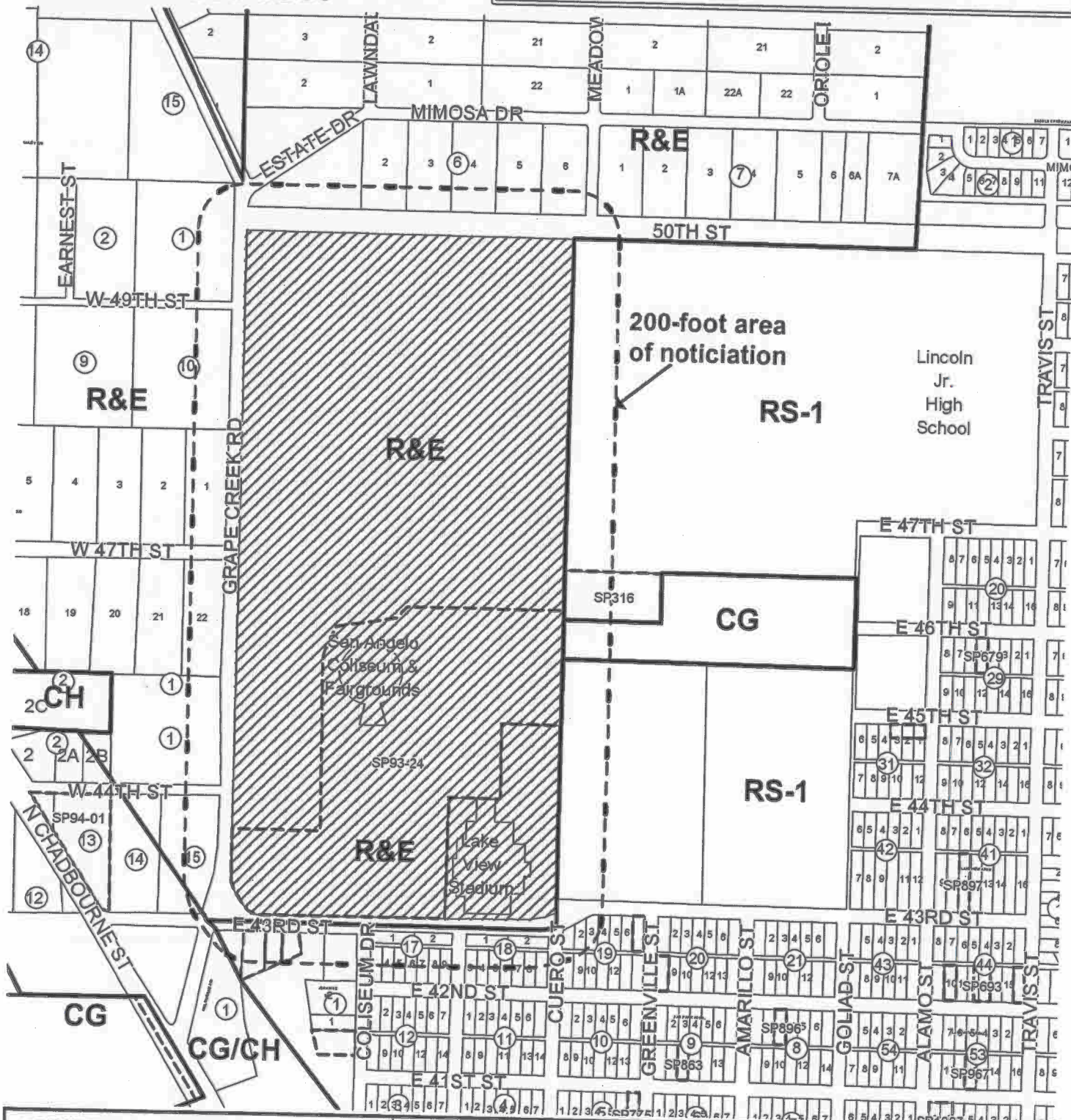
City of San Angelo
Planning Department

72 W. College Ave.
 San Angelo, TX 76903

1 inch = 600 feet



PD 05-02: City of San Angelo
 (for San Angelo Stock Show and Rodeo Association)



COMMERCIAL DISTRICTS

CN ___ NEIGHBORHOOD COMMERCIAL
 CO ___ OFFICE COMMERCIAL
 CG ___ GENERAL COMMERCIAL
 CG/CH ___ GENERAL COMMERCIAL/HEAVY COMMERCIAL
 CH ___ HEAVY COMMERCIAL
 CBD ___ CENTRAL BUSINESS
 OW ___ OFFICE WAREHOUSE
 PD ___ PLANNED DEVELOPMENT

RESIDENTIAL DISTRICTS

R&E ___ RANCH AND ESTATE
 RS-1 ___ SINGLE-FAMILY RESIDENCE
 RS-2 ___ TWO-FAMILY RESIDENCE
 RS-3 ___ ZERO LOT LINE, TWINHOME
 AND TOWNHOUSE RESIDENCE
 RM-1 ___ LOW RISE MULTI-FAMILY RESIDENCE
 RM-2 ___ HIGH RISE MULTI-FAMILY RESIDENCE
 MHP ___ MANUFACTURED HOUSING PARK
 MHS ___ MANUFACTURED HOUSING SUBDIVISION

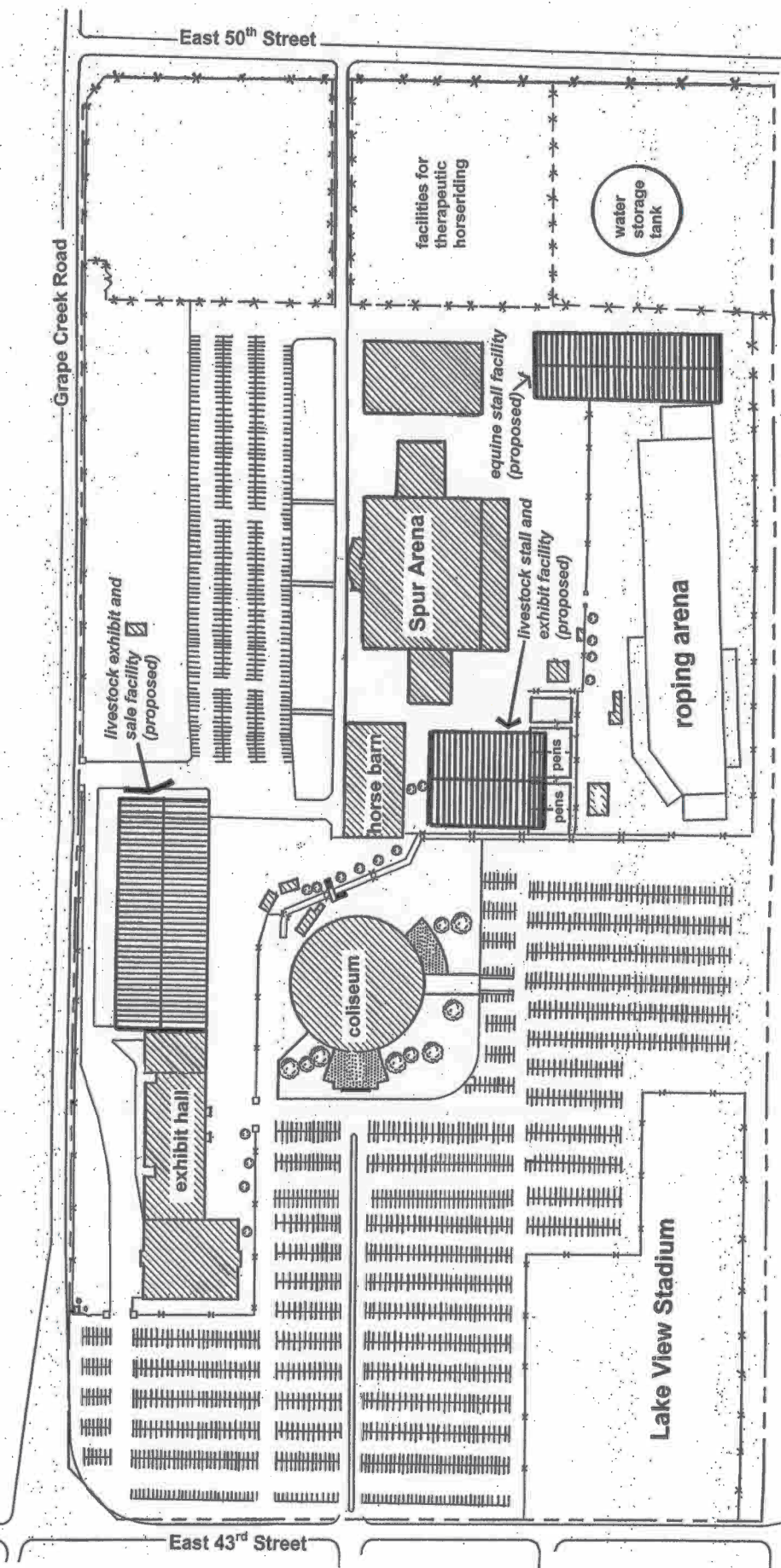
MANUFACTURING DISTRICTS

ML ___ LIGHT MANUFACTURING
 MH ___ HEAVY MANUFACTURING

SP ___ SPECIAL PERMIT
 SU ___ SPECIAL USE
 ZC ___ ZONE CHANGE



Exhibit "A"
concept plan for Planned Development District PD 05-02,
on the site of San Angelo fairgrounds (February, 2005)



COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: 8.78 ACRES OF LAND WRAPPING AROUND THE SOUTHEAST CORNER OF F.D. AND JAYCEE ROADS, SOUTH AND EAST FROM THEIR INTERSECTIONS WITH MIDDLE CONCHO DRIVE AND ON THE NORTHWESTERN SHORELINES OF LAKE NASWORTHY, SPECIFICALLY OCCUPYING ALL LOTS IN BLOCK 1 OF LAKE NASWORTHY ADDITION GROUP MIDDLE CONCHO IN SOUTHWEST SAN ANGELO, TEXAS, CHANGING THE ZONING CLASSIFICATION FROM AN RS-1 (SINGLE-FAMILY RESIDENCE) TO A PD (PLANNED DEVELOPMENT) DISTRICT ALLOWING LIMITED COMMERCIAL AND RESIDENTIAL USE AND SUBJECT TO CERTAIN CONDITIONS SPECIFIED HEREIN; PROVIDING FOR SEVERABILITY AND PROVIDING FOR A PENALTY

Senior Planner Brad Stone presented background information.

Motion, to introduce an Ordinance amending Chapter 12, Exhibit "A" of the Code of Ordinances, City of San Angelo, Texas: PD 05-01: City of San Angelo, was made by Councilmember Rainey and seconded by Councilmember Bates. Motion carried unanimously.

INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS:

PD 05-02: City of San Angelo (for San Angelo Stock Show and Rodeo Association)

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: APPROXIMATELY 100 ACRES COMPRISING THE SITE OF SAN ANGELO'S FAIRGROUNDS BORDERING GRAPE CREEK ROAD BETWEEN EAST 43RD AND 50TH STREETS IN NORTHERN SAN ANGELO, TEXAS, CHANGING THE ZONING CLASSIFICATION FROM AN R&E (RANCH AND ESTATE) TO A PD (PLANNED DEVELOPMENT) DISTRICT ALLOWING SHORT-TERM OR SEASONAL EVENTS FOR SALES, SPORTS, CULTURAL, ENTERTAINMENT OR AMUSEMENT PURPOSES AND SUBJECT TO CERTAIN CONDITIONS SPECIFIED HEREIN; PROVIDING FOR SEVERABILITY AND PROVIDING FOR A PENALTY

Senior Planner Brad Stone presented background information.

Responding to a question from Councilmember Morrison, Mr. Stone said the 1 letter in opposition offered no explanation.

Motion, to introduce an Ordinance amending Chapter 12, Exhibit "A" of the Code of Ordinances, City of San Angelo, Texas: PD 05-02: City of San Angelo (for San Angelo Stock Show and Rodeo Association, was made by Councilmember Morrison and seconded by Councilmember Bates. Motion carried unanimously.

INTRODUCTION OF ORDINANCES AMENDING THE TEXT OF THE ZONING ORDINANCE, EACH OF WHICH WILL HELP IMPLEMENT A PROPOSAL FOR ROUTINELY ALLOWING OPEN CARPORTS AND PORCHES TO EXTEND WITHIN MINIMUM FRONT AND SIDE YARDS REQUIRED ON RESIDENTIAL LOTS, IN CERTAIN SPECIFIC AREAS PLANNED TO BE

excerpt from San Angelo City Council
minute record of meeting on 02-15-2005

NOTE:

SECOND PUBLIC HEARING AND ADOPTION OF AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS:

PD 05-02: City of San Angelo (for San Angelo Stock Show and Rodeo Association)

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: APPROXIMATELY 100 ACRES COMPRISING THE SITE OF SAN ANGELO'S FAIRGROUNDS BORDERING GRAPE CREEK ROAD BETWEEN EAST 43RD AND 50TH STREETS IN NORTHERN SAN ANGELO, TEXAS, CHANGING THE ZONING CLASSIFICATION FROM AN R&E (RANCH AND ESTATE) TO A PD (PLANNED DEVELOPMENT) DISTRICT ALLOWING SHORT-TERM OR SEASONAL EVENTS FOR SALES, SPORTS, CULTURAL, ENTERTAINMENT OR AMUSEMENT PURPOSES AND SUBJECT TO CERTAIN CONDITIONS SPECIFIED HEREIN; PROVIDING FOR SEVERABILITY AND PROVIDING FOR A PENALTY

Senior Planner Brad Stone presented background information.

Motion, to adopt an Ordinance amending Chapter 12, Exhibit "A" of the Code of Ordinances, City of San Angelo, Texas: PD 05-02: City of San Angelo (for San Angelo Stock Show and Rodeo Association), was made by Councilmember Morrison and seconded by Mayor Lown. Motion carried unanimously.

Annex E, Page 243, "Ordinance"

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: **approximately 100 acres of land out of A.M. Bullock Survey Number 9 in Tom Green County, Texas, generally extending 1400 feet east from Grape Creek Road between East 43rd and 50th Streets in north central San Angelo, changing the zoning classification from a Ranch and Estate District (some portion of which has a special permit allowing a coliseum and related facilities) to a Planned Development District allowing short-term or seasonal events for sales, sports, cultural, entertainment or amusement purposes, subject to conditions specified herein; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY**

RE: PD 05-02: City of San Angelo (for San Angelo Stock Show and Rodeo Association)

WHEREAS, the Planning Commission for the City of San Angelo and the governing body for the City of San Angelo, in compliance with the charter and the state law with reference to zoning regulations and a zoning map, have given requisite notice by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners and persons interested, generally, and to persons situated in the affected area and in the vicinity thereof, is of the opinion that zoning changes should be made as set out herein; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: That the basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo on January 4, 2000 and included within Chapter 12 of the Code of Ordinances for the City of San Angelo, be and the same is hereby amended insofar as the property hereinafter set forth, and said ordinance generally and the zoning map shall be amended insofar as the property hereinafter described: 100 acres of land, more or less, out of A. M. Bullock Survey Number 9 in Tom Green County, Texas, and being the same land conveyed by John W. Harris, et ux, to San Angelo Fairgrounds Company by deed recorded on Page 490 in Volume 93 of Deed Records for Tom Green County, Texas, to which reference is herein made for a more complete description thereof, shall be permanently zoned as follows: Planned Development (PD) District allowing short-term or seasonal events for sales, sports, cultural, entertainment or amusement purposes, subject to any conditions specified in Sections 5 thru 10 below.

The Director of Planning is hereby directed to correct the zoning district maps in the office of the Director of Planning, to reflect the herein described changes in zoning.

SECTION 2: That in all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 3: That the following severability clause is adopted with this amendment:

SEVERABILITY:

The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 4: That the following penalty clause is adopted with this amendment:

Any person who violates any provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in Section 1.106 of the Code of Ordinances for the City of San Angelo. Each day of such violation shall constitute a separate offense.

SECTION 5: That allowed use of the subject property shall include the following:

- A. Short-term or seasonal events for sales, sports, cultural, entertainment or amusement purposes. Such events may be either of a public or private nature. Such events shall include but are not limited to trade shows, athletic competition, livestock shows, equine riding, rodeos, dances, concerts, circuses, carnivals and festivals. In no event shall any single such event occur on a daily basis, for more than twenty-one consecutive days during any one calendar month.
- B. Accessory uses functionally connected with the operation of short-term or seasonal events allowed on the subject property, which said accessory uses shall be limited to the following:
 - the sale of food items, provided that such sales are accessory and incidental to seasonal or short-term events then occurring on these premises;

- the sale of beverages (including alcoholic beverages) for on-premise consumption, so long as such sales are accessory and incidental to seasonal or short-term events then occurring on these premises;
- one or more detached single-family residences, not including mobile or manufactured homes, each of which is intended for permanent occupancy by at least one person employed as a caretaker of grounds and/or buildings on these premises;
- shops, buildings and other storage facilities for supplies, tools, material and equipment intended specifically for maintaining the grounds and/or buildings on these premises;
- offices specifically for the management of events (as well as the maintenance of grounds and/or buildings) on these premises;
- livestock holding pens, provided that any livestock confined therein appears in conjunction with an event scheduled on the subject property, and so long as such livestock is held for no more than seven days before or after the scheduled date(s) of such event;
- use of vacation travel trailers, motor homes and other such recreational vehicles, as dwelling places, if and only if each is occupied by at least one person engaged in the operation of short-term or seasonal events occurring during the period of such vehicles' location on these premises. In no event shall any travel trailer, motor home or other such recreational vehicle be allowed on these premises, occupied or unoccupied, for any longer than thirty days in any six-month period of time.

Storage of vehicles or other equipment not intended for maintaining the grounds and/or buildings on these premises, or not connected with specific operation of short-term or seasonal events then occurring on these premises, shall not be allowed.

- C. Offices, stables and equine exercise facilities for noncommercial enterprise(s) engaged in therapeutic horseriding for disabled persons, provided such facilities are physically separated (by a fence) from the grounds and/or buildings intended for seasonal or short-term events occurring elsewhere on these premises.
- D. Basic utility or infrastructural service facilities that need to be located in or near the area where service is provided. These may be publicly-provided, or provided by locally-franchised private utility services. Such facilities

shall include but are not limited to water storage tanks, water and sewer pump stations, electrical substations, and storm water detention areas.

E. Public safety and emergency response services.

SECTION 6: That all buildings shall be set back a minimum distance from the subject property's boundaries, as follows:

- 25 feet from the subject property's north boundary on the south line of right-of-way for East 50th Street;
- 25 feet from the subject property's west boundary on the east line of right-of-way for Grape Creek Road;
- 25 feet from the subject property's south boundary on the north line of right-of-way for East 43rd Street; and
- 25 feet from the subject property's east side boundary.

Above-described setbacks shall also be required of grandstand or bleacher-type facilities intended for spectator viewing but which are not classified as buildings.

SECTION 7: That no limitations shall be applicable to the height of fences installed on this site, provided no fences shall be installed in any of the following locations:

- within rights-of-way available for East 43rd and East 50th Streets, as well as within right-of-way for Grape Creek Road;
- within 15 feet from pavement on a semicircular-shaped turning lane extending between East 43rd Street and Grape Creek Road;
- within 15 feet from pavement on East 50th Street; and
- within a "sight triangle" extending for a distance of 30 feet from the southeast corner of intersecting rights-of-way for East 50th Street and Grape Creek Road. For this purpose, the restricted area shall be considered as a triangle rather than an area bounded by an arc.

No privacy fence(s) shall be required along any boundary of this subject property.

SECTION 8: That paved off-street parking spaces (as well as pavement on accompanying off-street maneuvering areas and driveways for access to such off-street parking spaces) shall be provided on the subject property, on the following basis:

one such parking space shall be provided for each 400 square feet of gross floor area or for each 10 seats available for patron use (whichever is greater) in exhibit halls, sports arenas or stadiums, coliseums or other places of public assembly, regardless of whether such seating is indoors or outdoors. On grandstand or bleacher-type facilities with bench seating, each 20 inches of bench length shall be considered a single seat.

Rules for determining off-street parking requirements, maintenance and design of off-street parking facilities, and minimum dimensions for off-street parking shall otherwise be as specified in that section of the Zoning Ordinance which concerns off-street parking standards.

SECTION 9: That signage on the subject property shall be guided by the City of San Angelo's Sign Ordinance, the same as if this property was situated in a General Commercial zoning district.

SECTION 10: That use and development of the subject property shall generally conform to what is depicted on the accompanying graphic concept plan attached as Exhibit "A" to this Ordinance.

INTRODUCED on the 1st day of February, 2005 and finally PASSED, APPROVED AND ADOPTED on this the 15th day of February, 2005.

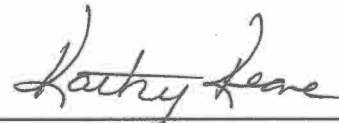
THE CITY OF SAN ANGELO

ATTEST:

by: _____


Joseph W. Lown, Mayor

by: _____


Kathy Keane, City Clerk

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY AMENDING PD05-02 TO PROVIDE FOR A REVISED MAJOR CONCEPT PLAN ON THE FOLLOWING PROPERTY: **APPROXIMATELY 92.530 ACRES IN THE T. H. DAWSON SURVEY A-8046 S-009, COMMONLY KNOWN AS THE SPUR ARENA, CONCHO PAVILION AND THE COLISEUM, LOCATED AT 50 E. 43RD ST.**; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD05-02 AMENDMENT: 50 E. 43RD ST.

WHEREAS, on the 16th day of May, 2025, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance, and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Major Concept Plan amendment to Planned Development (PD05-02) Zoning District to allow for an expansion of the Coliseum and subject to the development standards as outlined in the Ordinance; and,

WHEREAS, on the 15th day of July, 2025, City Council held a public hearing on PD05-02, pursuant to published notice, and has considered the application, comments, reports, and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO:

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to revise the major concept plan of the PLANNED DEVELOPMENT (PD05-02) ZONING DISTRICT:

The real property is generally located at 50 E 43rd St.; being approximately 92.530 acres in the A-8046 S-0009 Survey, T H Dawson; City of San Angelo, Tom Green County, Texas.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the Major Concept Plan revision, as further depicted on **Exhibit “A”** of this Ordinance (**“PD Concept Plan”**).

SECTION 3: References to “Concept Plan” or “Exhibit A” in the original PD05-02 ordinance adopted February 15, 2005, shall be revised to instead refer to the Major Concept Plan, as further depicted on **Exhibit “A”** of this Ordinance (**“PD Concept Plan”**). The use of the hereinabove described property shall be subject to all applicable regulations contained in the original **PD05-02** ordinance and Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended herein, or by the original PD05-02, shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **15th day of June, 2025**, and finally PASSED, APPROVED AND ADOPTED on this the **5th day of August, 2025**.

THE CITY OF SAN ANGELO

Tom Thompson, Mayor

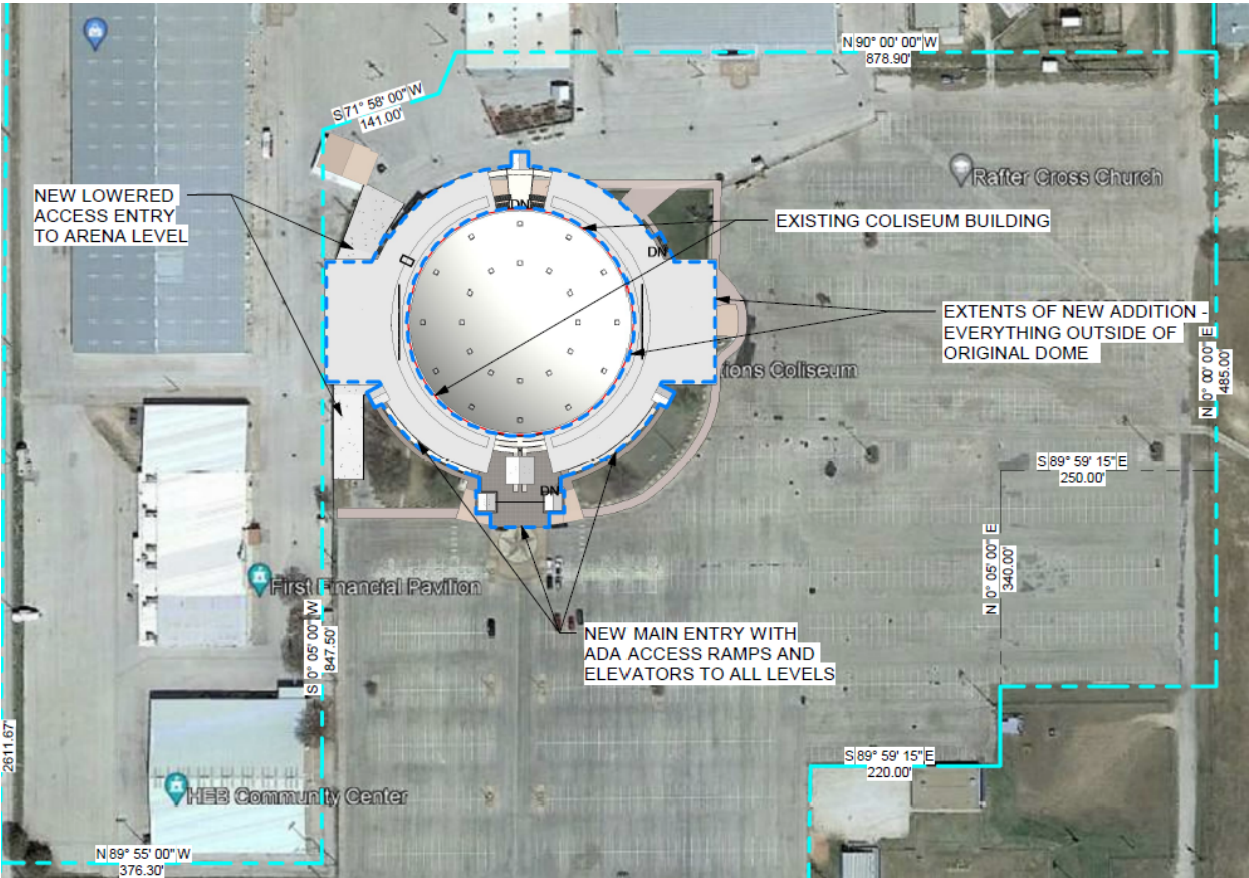
ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

Exhibit "A" (PD Concept Plan – Coliseum expansion)



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: August 19, 2025

Item type: Consent Item

Caption:

Second reading of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for health insurance claims and premiums, property insurance proceeds, flood response funding, COSADC affordable housing flood program, COSADC business flood relief, comprehensive plan, and Coliseum bond proceeds (Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

This proposed amendment contains the following item (additional information attached):

- Health insurance claims and over 65 retiree premiums
- Property insurance proceeds related to hail damaged vehicles
- Funding for expenses incurred during the July 4th flooding event
- COSADC affordable housing flood program
- COSADC business flood relief
- Funding for an updated comprehensive plan
- Coliseum bond proceeds

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			-\$1,279,905
Intergovernmental Fund			-\$2,079,055
State Office Building Fund			-\$7,187
Texas Bank Sports Complex Fund			-\$32,341
Airport Fund			-\$46,715
Solid Waste Fund			-\$7,187
Stormwater Fund			-\$72,146

Water Fund	-\$398,871
Water Reclamation Fund	-\$139,314
Fleet Services Fund	-\$64,682
Information Technology Fund	-\$21,561
Health Insurance Fund	\$0.00
Property & Casualty	-\$63,593
Worker's Compensation Fund	-\$8,967
Civic Events Fund	-\$67,185
Fort Concho Fund	-\$43,121
Fairmount Cemetery	-\$21,561
Coliseum Bond Fund	\$0
Keep San Angelo Beautiful	-\$3,593
COSADC Economic Development	-\$1,816,313
COSADC Ballot	-\$183,687

Financial Impact:

The numbers above are net benefit/(cost). See Exhibit A of the ordinance for additional details. Negative numbers indicate the use of fund balance. Funds showing \$0.00 have a corresponding revenue and expenditure offset each other; therefore, the net financial impact is zero. Please see the attached BA memos for more details.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	2025 08-05 Ordinance	2025 08-05 Ordinance.docx
2.	BA Memo - Health Insurance Claims and Premiums	BA Memo - Health Insurance Claims and Premiums.pdf
3.	BA Memo - Property Insurance Proceeds	BA Memo - Property Insurance Proceeds.pdf
4.	BA Memo - COSADC Business Relief	BA Memo - COSADC Business Relief.pdf
5.	BA Memo - COSADC Affordable Housing	BA Memo - COSADC Affordable Housing.pdf
6.	BA Memo - Flood Response Funding	BA Memo - Flood Response Funding.pdf
7.	BA Memo - Coliseum Bond Proceeds	BA Memo - Coliseum Bond Proceeds.pdf
8.	BA Memo - Comprehensive Plan	BA Memo - Comprehensive Plan.pdf

Presentation:

Tina Dierschke

Approvals/Reviews:

Jonathan Flores
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR HEALTH INSURANCE CLAIMS AND PREMIUMS, PROPERTY INSURANCE PROCEEDS, FLOOD RESPONSE FUNDING, COSADC AFFORDABLE HOUSING FLOOD PROGRAM, COSADC BUSINESS FLOOD RELIEF, COMPREHENSIVE PLAN, AND COLISEUM BOND PROCEEDS.

WHEREAS, the City of San Angelo has determined that certain budgeted amounts should be amended due to purchases, and

WHEREAS, the resources necessary for these changes are available.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SAN ANGELO, TEXAS THAT:

The City's budget for fiscal year 2024-2025 be amended by the amounts contained in **Exhibit "A"**.

INTRODUCED with public hearing on the 5th day of August 2025, and finally PASSED on this 19th day of August 2025.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Heather Stastny, City Clerk

Tom Thompson, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Brandon Dyson, City Attorney

Exhibit A**City of San Angelo
Proposed Budget Amendment**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General Fund	2,000,000	3,279,905	(1,279,905)
Intergovernmental Fund		2,079,055	(2,079,055)
State Office Building Fund		7,187	(7,187)
Texas Bank Sports Complex Fund		32,341	(32,341)
Airport Fund		46,715	(46,715)
Solid Waste Fund		7,187	(7,187)
Stormwater Fund		72,146	(72,146)
Water Fund		398,871	(398,871)
Water Reclamation Fund		139,314	(139,314)
Fleet Services Fund		64,682	(64,682)
Information Technology Fund		21,561	(21,561)
Health Insurance Fund	3,544,940	3,544,940	-
Property & Casualty Fund	630,557	694,150	(63,593)
Worker's Compensation		8,967	(8,967)
Civic Events		67,185	(67,185)
Fort Concho		43,121	(43,121)
Fairmount Cemetery		21,561	(21,561)
Coliseum Bond Fund	41,660,000	41,660,000	-
Keep San Angelo Beautiful		3,593	(3,593)
COSADC Economic Development		1,816,313	(1,816,313)
COSADC Ballot		183,687	(183,687)
	\$ 47,835,497	\$ 54,192,481	\$ (6,356,984)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Affordable Housing assistance for repairs due to flood	COSADC Economic Development Fund, COSADC Affordable Housing Ballot Fund	-	1,000,000	(1,000,000)
Coliseum Bond Proceeds	Bond Issuance	41,660,000	41,660,000	-
Funding damage repairs due to flooding for businesses	COSADC Economic Development Fund	-	1,000,000	(1,000,000)
Flood response funding for expenditures related to the July 4th flooding event.	General Fund, Intergovernmental Fund, and Property Casualty Fund	2,293,283	2,353,283	(60,000)
Increase contributions to Health insurance fund due to rising retiree premiums and excessive claims activity	Multiple City Funds, Health Insurance Fund	3,544,940	7,341,924	(3,796,984)
Insurance Proceeds related to Hail Damaged Vehicles	Property & Casualty Fund	337,274	337,274	-
Update of the city's comprehensive plan	General Fund	-	500,000	(500,000)
		\$	\$	\$
		47,835,497	54,192,481	(6,356,984)

Memo

To: Tina Dierschke, Finance Director
From: Veronica Sanchez, Director of Human Resources
Date: 07/25/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase contributions to Health insurance fund due to rising retiree premiums and excessive claims activity

Source of Funding:

City Operating Funds, see attached for details

Funding previously approved? If so, by City Manager or City Council and when?

Over 65 retiree coverage was discussed last at the 02/04/25.

Project/Budget to be amended	Revenue	Expense
Health Insurance Claims		
Operating Funds		3,500,000
Health Insurance Fund	3,500,000	3,500,000
Over 65 Retiree Insurance		
Operating Funds		296,984
Health Insurance Fund	44,940	44,940

Additional Comments:

Additional contributions are needed to fund health insurance claims in fiscal year 2025. These additional contributions should give health insurance enough funds to make payments through the end of the year. The costs for insurance claims are being allocated based on FTE counts in each operating fund. This amendment also makes adjustments to over 65 retiree premiums based on the cost increases that went into effect at the February council meeting.

City of San Angelo, Texas

Additional Health Insurance Claim Contributions Fiscal Year 2025

Fund		Amount
101	General	2,518,993
103	Intergovernmental	79,055
201	State Office	7,187
203	Texas Bank Sports Complex	32,341
220	Airport	46,715
230	Solid Waste	7,187
240	Stormwater	71,869
260	Water	398,871
270	Water Reclamation	136,550
301	Vehicle Maintenance	64,682
305	Communications	21,561
320	Property and Casualty	3,593
410	Civic Events	43,121
420	Fort Concho	43,121
440	Fairmount Cemetary	21,561
625	Keep San Angelo Beautiful	3,593
Grand Total		3,500,000

City of San Angelo, Texas

O65 Retiree Premium Increases

Fiscal Year 2025

Fund		Amount
101	General	260,912
240	Stormwater	277
270	Water Reclamation	2,764
330	Worker's Comp	8,967
410	Civic Events	24,064
Total Expense		296,984
310	Health Insurance	44,940
Total Revenue		44,940

Memo

To: Tina Dierschke, Finance Director
From: Veronica Sanchez, Director of HR and Risk Management
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Insurance Proceeds related to Hail Damaged Vehicles

Source of Funding:

TML Insurance Proceeds

Funding previously approved? If so, by City Manager or City Council and when?

-

Project/Budget to be amended	Revenue	Expense
Property and Casualty Fund	337,274	337,274

Additional Comments:

This amendment seeks to budget for TML insurance proceeds related to hail damaged vehicles. The money will go to the repair of those vehicles.

Memo

To: Tina Dierschke, Finance Director
From: Michael Dane, Interim Economic Development Director
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Funding for damage repairs needed as a result of the July 4th, 2025 flooding to businesses located in the Designated Flood Area

Source of Funding:

COSADC Economic Development Fund Balance

Funding previously approved? If so, by City Manager or City Council and when?

No

Project/Budget to be amended	Revenue	Expense
COSADC Economic Development Fund Balance		1,000,000

Additional Comments:

The exact details of the program will be determined and approved once the overall needs have been assessed. It is anticipated that assistance to individual businesses will be handled in a similar manner to any other Economic Development project. An economic development agreement will be required for each business and the Board will consider each project individually. Any funds not utilized will be placed back into the Future Projects fund.

The COSADC Board unanimously approved this item at their meeting on July 23, 2025.

Memo

To: Tina Dierschke, Finance Director
From: Michael Dane, Interim Economic Development Director
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Affordable Housing assistance for repairs to damage resulting from the July 4th, 2025 flooding

Source of Funding:

COSADC Economic Development Fund Balance, COSADC Affordable Housing Ballot Funds

Funding previously approved? If so, by City Manager or City Council and when?

No

Project/Budget to be amended	Revenue	Expense
COSADC Economic Development Fund Balance		816,313
COSADC Affordable Housing Ballot Funds		183,687

Additional Comments:

Staff recommends that COSADC funds not to exceed \$1,000,000 be made available to address needs not covered by other available funding sources and that other funding sources be utilized first to address any identified need. The \$183,687 balance in Affordable Housing- Unprogrammed will be utilized first then add funds from COSADC Economic Development Fund Balance will complete the \$1,000,000. The COSADC Board unanimously approved this item at their meeting on July 23, 2025.

Memo

To: Tina Dierschke, Finance Director
From: Jonathan Flores, Budget Manager
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Flood response funding for expenditures related to the July 4th flooding event.

Source of Funding:

Intergovernmental Fund Balance, Property and Casualty Fund Balance, TML Insurance Proceeds

Funding previously approved? If so, by City Manager or City Council and when?

-

Project/Budget to be amended	Revenue	Expense
Intergovernmental Fund Balance		2,000,000
General Fund	2,000,000	
Property and Casualty Fund Balance		60,000
TML Insurance Proceeds	293,283	293,283

Additional Comments:

The city has incurred significant repair and maintenance costs related to the July 4th flooding event. This amendment seeks to fund the costs necessary to respond to the event and to repair and maintain equipment and vehicles damaged in the flood. \$2 million from intergovernmental fund balance is being allocated to the General fund for this purpose, and \$60,000 is being sourced from the Property and Casualty Fund to cover deductibles related to equipment claims. Insurance proceeds from TML are also included in the amendment.

Memo

To: Tina Dierschke, Finance Director
From: Ryan Gaddy, Asst Finance Director
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for Coliseum Bond Proceeds

Source of Funding:

Coliseum Bond Proceeds

Funding previously approved? If so, by City Manager or City Council and when?

Bond issuance was approved at the 07/15/25 Council meeting

Project/Budget to be amended	Revenue	Expense
Coliseum Bond Fund		
Bond Proceeds	41,660,000	
Issuance Costs		270,000
Coliseum renovations		41,163,745
Underwriters' Discount		226,255

Additional Comments:

At the May 3, 2025 general election, voter's approved the issuance of a bond to fund renovations of the city coliseum. The bond issue was approved at the July 15, 2025 council meeting. This amendment budgets for the bond proceeds which should be received on August 14th, 2025.

Memo

To: Tina Dierschke, Finance Director
From: Aaron Vannoy, Planning & Development Services Director
Date: 08/05/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Update of the city's comprehensive plan

Source of Funding:

General Fund Balance

Funding previously approved? If so, by City Manager or City Council and when?

-

Project/Budget to be amended	Revenue	Expense
General Fund		500,000

Additional Comments:

The Comprehensive Plan was adopted by the City Council in 2003 and was updated in the 2009 Strategic Plan. The purpose of the plan is to ensure that future development in the community is grounded in market and economic reality and representative of stakeholder interests. A new plan would update the strategies and initiatives deemed most important for the City of San Angelo to realize our vision.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Gail Smith, Budget Analyst, Public Safety Communications

Meeting Date: August 19, 2025

Item type: Consent Item

Caption:

Consider approving HGAC Contract #EC07-23 for the purchase of 911 recording equipment through the Concho Valley Council of Governments/Equature Recording Solution Proposal, in the amount of \$93,870.60 sourced from general capital projects fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by SAPD Communications Director Sergeant John Bouligny)

Staff Recommendation:

Accept

Summary/History:

Equature has provided equipment and services through the Concho Valley Council of Governments (CVCOG) for 911 recording systems in the 13-county region for the past five years. The contract renews every five years, accompanied by new equipment upgrades. The CVCOG is responsible for vetting the appropriate equipment and vendors as part of the funds distributed by the Texas Commission on State Emergency Communications to each of the 24 COGS within the state. The COGS are responsible for using these funds to provide and enhance 911 services within their designated area. In this contract renewal, the CVCOG is responsible for paying the maintenance fees; the City/County entities are responsible for paying for the equipment (after the CVCOG discounts) and a nominal installation fee. The equipment schedule is attached. Renewal is due August 31st.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Capital Projects			\$93,871

Financial Impact:

Funding for the contract will be sourced from the general capital projects fund balance. Please see the attached BA memo for more details.

Other Information/Recommendation:

Attachments:

1. Equature Renewal 2025_2026
2. CVCOG Equature 911 Recording Solution
3. BA Memo - COG Radio Infrastructure

Equature Renewal 2025_2026.xlsx
CVCOG Equature 911 Recording Solution.pdf
BA Memo - COG Radio Infrastructure.pdf

Presentation:

John Bouligny, Bucky Hasty

Approvals/Reviews:

Gail Smith

Travis Griffith

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

Equature 2025/2026 Renewal

	<u>Itemized</u>
San Angelo Primary 1	\$49,946.40
San Angelo Primary 2	\$45,523.80
San Angelo Backup (EOC)	\$45,050.40
COG SAPD Equipment Disc	<u>(\$30,000.00)</u>
COG EOC Equipment Disc	<u>(\$18,000.00)</u>
	\$92,520.60
Installation	\$1,350.00
Total Cost of Equipment Upgrade	<u><u>\$93,870.60</u></u>



CONCHO VALLEY COUNCIL OF GOVERNMENTS (CVCOG)

**Equature Recording Solution Proposal
Ref HGAC Contract #EC07-23**

PREPARED BY:

Kyle Colburn

Equature -Texas Public Safety Specialist
O: (248) 281-1080
kcolburn@equature.com

EQ Reference Number: 339814550319

Presented: July 21st, 2025

Expires: August 31st, 2025

Equature

18311 W. 10 Mile Road
Southfield, MI 48075



Executive Summary

This proposal outlines Equature's Updated Standard 9-1-1 Recording Infrastructure for the Concho Valley Council of Governments (CVCOG), designed to modernize and strengthen the region's emergency communications capabilities. The proposed solution enhances CVCOG's current recording environment by introducing advanced technologies that improve operational efficiency, reliability, and data accessibility—while preserving the familiar functionality that end users rely on.

Key Benefits Include:

- **Improved Data Management** - Streamlined recording and data access workflows enable dispatchers and first responders to retrieve critical information more quickly, supporting faster and more accurate decision-making.
- **Enhanced System Reliability** - A robust, scalable architecture ensures high system uptime and consistent performance, supported by 24/7/365 mission-critical monitoring and upgraded hardware and software components.
- **Seamless Integration Capabilities** - Fully compatible with existing 9-1-1 platforms and third-party applications, the solution improves workflow efficiency and interoperability across agencies and systems.
- **Modernized User Interface** - Equature's updated software interface provides a more intuitive, modern user experience with enhanced capabilities for organizing, retrieving, and sharing recordings—while maintaining the layout and features users are familiar with. Unlimited user access is included.

This document is intended to guide CVCOG through a comprehensive review of Equature's recommended solutions, including pricing and functionality, to support informed decision-making and the selection of a solution tailored to the unique needs of the CVCOG 9-1-1 management team.

Equature Background

At Equature, we are dedicated to transforming public safety communications through innovative technology solutions. Headquartered in the United States, we have been a trusted partner to over 2,000 public safety agencies across the country, helping them improve operational efficiency, reduce liabilities, and enhance decision-making through advanced data management and analysis tools. With over two decades of experience, we specialize in delivering state-of-the-art solutions that go beyond simple recording. Our offerings, such as Equature Core, leverage cutting-edge artificial intelligence to automate quality assurance processes, streamline operations, and provide actionable insights that help emergency communication centers like the Hot Spring County Communications 9-1-1 Team.

We pride ourselves on being more than just a service provider; we are a long-term partner committed to the success of our clients. Our mission is to empower public safety agencies with the tools and technology they need to operate more effectively in an increasingly complex and fast-paced environment.

Our proven solutions, along with our dedication to continuous improvement, ensure that our clients are always equipped with the latest advancements in public safety technology.

General Maintenance – Ongoing Partnership

EQUATURE SUPPORT SERVICES PHILOSOPHY

Working with mission critical operations in public safety requires a 24x7 customer commitment that goes beyond response – it must focus on execution. At Equature, we concentrate on delivering customer support services that supply ongoing operational success tools and interactive response engagement to help emergency organizations execute consistently. Our dedicated support professionals deliver a broad range of advisement and assistance programs to our customers to help them proactively manage their operational performance. Using a layered customer support approach, we combine best practice advice, inbound call management and Q/A assessment tools to help your team improve overall efficiency.

EQUATURE CUSTOMER SUPPORT AGREEMENT OVERVIEW

Equature support agreements allow customer personalization based on operational readiness needs. Working with you one-to-one, we build a support approach that makes sense and fits your budgetary needs.

Equature support agreements include:

- ✓ Support available 24x7x365
- ✓ On-line remote support
- ✓ Telephone support
- ✓ Local on-site support
- ✓ Future Technology Compatibility
- ✓ Software updates
- ✓ Access to our knowledge base
- ✓ Access to user groups and workshops
- ✓ Remote alarm monitoring
- ✓ Case tracking and auditing through our Equature CRM system

CVCOG SCOPE OF WORK

One-Time Professional Services Fee

This comprehensive fee covers the essential installation, configuration, and consulting services required to set up each system for optimal efficiency.

- **Consultation and Optimization:** Our specialists will collaborate closely with your team to configure the system, optimize user management, and streamline database and server operations—ensuring a seamless transition to the new platform while maximizing efficiency and performance.
- **On-Site Hardware Replacement:** For any hardware needs, our teams will coordinate and cooperatively manage an end-to-end on-site replacement process. This includes installation, testing, and integration of all existing components, ensuring seamless functionality within the recording platform.

HGAC Price: \$3,000.00 (per location)

Texas Partner Price: \$1,350 (per location)

-
- **Base Recording Solutions:** Provides all essential hardware, software, and licensing required to fully equip the CVCOG cluster and its associated nodes with a complete, end-to-end solution for recording and retrieving critical emergency communications. The package also includes unlimited user access, as well as access to the integrated editing studio for audio redaction and modification—subject to user permissions and administrative controls.
-

Cluster Server

1. **Equature Enterprise Server (QTY): 1**
2. **~~Cluster Capture Server License (QTY): 1~~**

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

~~HGAC Equipment Price: \$23,850.00~~

Texas Partner Equipment Price: \$15,750.00

Annual Maintenance Investment: \$4,444.97 per year

Total Investment (5-year total price): \$33,529.88

Coke County (Tom Green County)

- 3. **Equature Advanced Server (QTY): 1**
- 4. **Cluster Capture Node License (QTY): 1**
- 5. **8 Port Analog Card (QTY): 1**
- 6. **Analog Voice License (QTY): 8**
- 7. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: ~~\$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Reagan County

- 8. **Equature Advanced Server (QTY): 1**
- 9. **Cluster Capture Node License (QTY): 1**
- 10. **8 Port Analog Card (QTY): 1**
- 11. **Analog Voice License (QTY): 8**
- 12. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: ~~\$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Irion County

- 13. **Equature Advanced Server (QTY): 1**
- 14. **Cluster Capture Node License (QTY): 1**
- 15. **8 Port Analog Card (QTY): 1**
- 16. **Analog Voice License (QTY): 8**
- 17. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: ~~\$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Mason County

18. **Equature Advanced Server (QTY): 1**

19. **Cluster Capture Node License (QTY): 1**

20. **8 Port Analog Card (QTY): 1**

21. **Analog Voice License (QTY): 8**

22. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: ~~\$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Menard County

23. **Equature Advanced Server (QTY): 1**

24. **Cluster Capture Node License (QTY): 1**

25. **8 Port Analog Card (QTY): 1**

26. **Analog Voice License (QTY): 8**

27. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: ~~\$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

McCulloch County

28. **Equature Advanced Server (QTY): 1**

29. **Cluster Capture Node License (QTY): 1**

30. **8 Port Analog Card (QTY): 1**

31. **Analog Voice License (QTY): 8**
32. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

~~HGAC Equipment Price: \$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Kimble County

33. **Equature Advanced Server (QTY): 1**
34. **Cluster Capture Node License (QTY): 1**
35. **8 Port Analog Card (QTY): 1**
36. **Analog Voice License (QTY): 8**
37. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

~~HGAC Equipment Price: \$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Crockett County

38. **Equature Advanced Server (QTY): 1**
39. **Cluster Capture Node License (QTY): 1**
40. **8 Port Analog Card (QTY): 1**
41. **Analog Voice License (QTY): 8**
42. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

~~HGAC Equipment Price: \$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Sutton County

- 43. **Equature Advanced Server (QTY): 1**
- 44. **Cluster Capture Node License (QTY): 1**
- 45. **8 Port Analog Card (QTY): 1**
- 46. **Analog Voice License (QTY): 8**
- 47. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: \$17,152.20

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Concho County

- 48. **Equature Advanced Server (QTY): 1**
- 49. **Cluster Capture Node License (QTY): 1**
- 50. **8 Port Analog Card (QTY): 1**
- 51. **Analog Voice License (QTY): 8**
- 52. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: \$17,152.20

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Schleicher County

- 53. **Equature Advanced Server (QTY): 1**
- 54. **Cluster Capture Node License (QTY): 1**
- 55. **8 Port Analog Card (QTY): 1**
- 56. **Analog Voice License (QTY): 8**
- 57. ~~**ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: ~~\$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Edwards County

58. **Equature Advanced Server (QTY): 1**

59. **Cluster Capture Node License (QTY): 1**

60. **8 Port Analog Card (QTY): 1**

61. **Analog Voice License (QTY): 8**

~~62. **ANI/ALI Capture License (QTY): 1**~~

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: ~~\$17,152.20~~

Texas Partner Equipment Price: \$14,317.20

Annual Maintenance Investment: \$3,196.69 per year

Total Investment (5-year total price): \$27,103.96

Goodfellows Air Force Base

63. **Equature Advanced Server (QTY): 1**

64. **Cluster Capture Node License (QTY): 1**

65. **VoIP Voice License (QTY): 3**

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: \$11,320.20

Annual Maintenance Investment: \$2,109.77 per year

Total Investment (5-year total price): \$19,759.28

San Angelo Primary 1

- 66. **Equature Enterprise Server (QTY): 1**
- 67. **Cluster Capture Node License (QTY): 1**
- 68. **VoIP Voice License (QTY): 7**
- 69. **Talk Group License (QTY): 21**
- 70. **Screen Capture License (QTY): 7**
- 71. **Quality Assessment License (QTY): 25**
- ~~72. ANI/ALI Capture License (QTY): 1~~
- 73. **Harris P25 Integration License (QTY): 1**

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: \$52,781.40

Texas Partner Equipment Price: \$49,946.40

Annual Maintenance Investment: \$9,012.71 per year

Total Investment (5-year total price): \$85,997.24

San Angelo Primary 2

- 74. **Equature Enterprise Server (QTY): 1**
- 75. **Cluster Capture Node License (QTY): 1**
- 76. **VoIP Voice License (QTY): 7**
- 77. **Talk Group License (QTY): 21**
- ~~78. Screen Capture License (QTY): 7~~
- ~~79. Quality Assessment License (QTY): 25~~
- ~~80. ANI/ALI Capture License (QTY): 1~~
- 81. **Harris P25 Integration License (QTY): 1**

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: \$52,781.40

Texas Partner Equipment Price: \$45,523.80

Annual Maintenance Investment: \$8,710.79 per year

Total Investment (5-year total price): \$80,366.96

San Angelo Backup/Test Location (EOC)

- 82. **Equature Enterprise Server (QTY): 1**
- 83. **Cluster Capture Node License (QTY): 1**
- 84. **VoIP Voice License (QTY): 6**
- 85. **Talk Group License (QTY): 21**
- 86. ~~**ANI/ALI Capture License (QTY): 1**~~
- 87. **Harris P25 Integration License (QTY): 1**

Support & Maintenance: Provides 24/7 technical support, system monitoring, and regular software updates to keep your system current and optimized.

HGAC Equipment Price: \$47,885.40

Texas Partner Equipment Price: \$45,050.40

Annual Maintenance Investment: \$8,622.56

Texas Partner Annual Maintenance Investment: \$6,276.50

Total Investment (5-year total price): \$70,156.40

Terms

1. **Agreement Duration:** The pricing is valid with a 5-year agreement

Total Cost Summary - Investment Table (Separated Equipment/Maintenance)

Site	HGAC Recording Investment (Equipment)	Texas Partner Recording Investment (Equipment)	Maintenance Investment (per year)	HGAC Professional Services/ Installation Costs	Texas Partner Professional Services / Installation Costs
CVCOC Cluster	\$23,850.00	\$15,750.00	\$4,444.97	\$3,000.00	\$1,350.00
Coke County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Reagan County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Irion County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Mason County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Menard County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
McCulloch County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Kimble County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Crockett County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Sutton County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Concho County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Schleicher County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
Goodfellows AFB	\$11,320.20	\$11,320.20	\$2,109.77	\$3,000.00	\$1,350.00
Edwards County	\$17,152.20	\$14,317.20	\$3,196.69	\$3,000.00	\$1,350.00
SAPD (1 and 2)	\$105,562.80	\$95,470.20	\$17,723.50	\$3,000.00	\$1,350.00
SAPD EOC	\$47,885.40	\$45,050.40	\$6,276.50	---	--
TOTAL:	\$394,444.80	\$339,397.20	\$68,915.02	\$45,000.00	\$20,250.00

- \$30,000
 - \$18,000

Memo

To: Tina Dierschke, Finance Director

From: Bucky Hasty, IT Director

Date: 08/19/2025

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

The City's portion of replacing equipment related to 911 recording equipment through the Concho Valley Council of Governments

Source of Funding:

General Capital Projects Fund Balance

Funding previously approved? If so, by City Manager or City Council and when?

No

Project/Budget to be amended	Revenue	Expense
General Capital Projects Fund Balance (502)		93,871

Additional Comments:

The Concho Valley Council of Governments (COG) is replacing equipment related to the 911 recording system. The CVCOG is responsible for vetting the appropriate equipment and vendors as part of the funds distributed by the Texas Commission on State Emergency Communications to each of the 24 COGS within the state. The city portion of the equipment is \$93,871. The costs will be funded by General Capital Projects fund balance.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Veronica Sanchez, Dir of HR/RM, Human Resources/Risk Management

Meeting Date: August 19, 2025

Item type: Regular Item

Caption:

Consider approving an amendment to the Central Square Agreement for a Human Resources Information System through UKG, utilizing the General Fund fund balance in the amount of \$44,000 (Presentation made by Human Resources Director Veronica Sanchez)

Staff Recommendation:

Approve

Summary/History:

The Human Resources department has never utilized a Human Resources Information System (HRIS), requiring the use of multiple systems to track applications, payroll, and benefits, including Excel, web-based systems, and paper forms. An HRIS system will allow us to consolidate to one system, create efficiencies, and better utilize staff time. UKG is the Central Square recommended partner based on the organization's setup and size.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			\$44,000

Financial Impact:

\$44,000 of General Fund fund balance is needed for the project. Please see the attached BA memo for more details.

Other Information/Recommendation:

Attachments:

- | | |
|----------------------------|-----------------------------|
| 1. BA Memo - HRIS Software | BA Memo - HRIS Software.pdf |
|----------------------------|-----------------------------|

Presentation:

Veronica Sanchez

Approvals/Reviews:

Veronica Sanchez
Brandon Dyson
Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Final Approval

Memo

To: Tina Dierschke, Finance Director
From: Veronica Sanchez, Human Resources Director
Date: 08/19/2025
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Human Resources Information Systems (HRIS) software through UKG.

Source of Funding:

General Fund Balance

Funding previously approved? If so, by City Manager or City Council and when?

Funding was discussed during the August 5th budget workshop.

Project/Budget to be amended	Revenue	Expense
General Fund		44,000

Additional Comments:

An HRIS system will allow for the consolidation of HR systems, create efficiencies and better utilize staff time. UKG is the Central Square recommended partner based on organization setup and size. Funding for both one-time and ongoing costs were discussed and recommended at the August 5th budget workshop.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Heather Stastny, City Clerk, Finance

Meeting Date: August 19, 2025

Item type: Regular Item

Caption:

Discuss, consider and take appropriate action to adopt an Ordinance authorizing the issuance and sale of City of San Angelo, Texas Tax Note, Series 2025 in the approximate amount of \$1,110,000; levying an Annual Ad Valorem Tax and providing for the payment of said Note, providing an effective date, and enacting other provisions relating to the Subject (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

City Council approved this tax note concept for the South Taxilane at the Airport at the July 15 meeting. This agenda item is for Council to adopt the ordinance that allows the sale of the tax note.

The South Taxilane construction will provide aeronautical access to green space parcels for hangar development at the airport. This project is funded by FAA Infrastructure Investment Jobs Act (IIJA) and Airport Improvement Grant (AIG) Funds. Additionally, the airport is committing \$300,000 from Fund Balance, and the City of San Angelo is committing \$1,062,831 to fund the Non-Federal portions of the project.

FAA AIG 051: \$3,410,822

Airport Funds: \$300,000

COSA Tax Note Funds: \$1,062,831

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Ordinance - Tax Note 2025 v1

Ordinance - Tax Note 2025 v1.pdf

Presentation:

Tina Dierschke

Approvals/Reviews:

Heather Stastny

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Final Approval

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAN ANGELO, TEXAS TAX NOTE, SERIES 2025 IN THE APPROXIMATE AMOUNT OF \$1,110,000; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE PAYMENT OF SAID NOTE; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS	§
COUNTY OF TOM GREEN	§
CITY OF SAN ANGELO	§

WHEREAS, pursuant to its home rule charter and Chapter 1431, Texas Government Code (hereinafter called the “Act”), the City Council (the “City Council”) of the City of San Angelo, Texas (the “City”) is authorized and empowered to issue tax notes to pay contractual obligations incurred or to be incurred (i) for the construction of any public work, (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City’s authorized needs and purposes and (iii) to pay costs of professional services, including a service by a tax appraisal engineer, engineer, architect, attorney, mapmaker, auditor, financial advisor, or fiscal agent; and

WHEREAS, in accordance with the provisions of the Act and its home rule charter, the City Council hereby finds and determines that tax notes should be issued and sold at this time to finance the costs incurred by the City in connection with (i) acquiring, constructing, improving and equipping parks, streets and public safety facilities, and (ii) the payment of professional services and costs of issuance related to the Note (collectively, the “Projects”); and

WHEREAS, the City Council deems it appropriate to adopt this Ordinance and issue the City of San Angelo, Texas Tax Note, Series 2025 herein authorized as permitted by the Act and by its home rule charter; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov’t Code Ann. Ch. 551; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The note of the City of San Angelo, Texas (the “Issuer”) is hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ for the public purpose of (i) acquiring, constructing, improving and equipping parks, streets and public safety facilities, and (ii) the payment of professional services and costs of issuance related to the Note (collectively, the “Projects”).

Section 2. DESIGNATION, DATE, DENOMINATION, NUMBER, MATURITY AND INTEREST RATE OF NOTE. Each note issued pursuant to this Ordinance shall be designated: “CITY OF SAN ANGELO, TEXAS, TAX NOTE SERIES 2025,” and there shall be issued, sold, and delivered hereunder one fully registered note, without interest coupons, dated September 18, 2025, in the denomination and principal amount of \$_____, numbered R-1, with any note issued in replacement thereof being in the denomination of the full principal amount of the series of which the note is issued and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the

registered assignee of said note (in each case, the “Registered Owner”). Principal of said Note shall mature and be payable in installments on the dates and in the amounts stated in the FORM OF NOTE set forth in this Ordinance. The Note shall bear interest on the unpaid balance of the principal amount thereof, from the date of delivery to the scheduled due date of the principal installments of the Note, at the rate of interest stated in the FORM OF NOTE set forth in this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

The term “Note” as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and any substitute note exchanged therefor, as well as any other substitute or replacement note issued pursuant hereto, and the term “Note” shall mean any such note.

Section 3. CHARACTERISTICS OF THE NOTE.

(a) Registration. The Issuer hereby appoints [Name of Paying Agent], [City], [State], to serve as paying agent and registrar for the Note (the “Paying Agent/Registrar”). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer and exchange of the Note (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Note. Registration of assignments, transfers and exchanges of a Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

(b) Transfer and Exchange. Except as provided in Section 3(f) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel any Note surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Note in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of transfer of a Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note that initially was issued and delivered pursuant to this Ordinance. The Note may be transferred and registered in the name of the new registered owner in whole but not in part. The Note may only be transferred to: (i) an affiliate of the Purchaser (defined herein); (ii) a “Bank” as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the “Securities Act”); (iii) an “Accredited Investor” as defined in Regulation D under the Securities Act; or (iv) a “Qualified Institutional Buyer” as defined in Rule 144A under the Securities Act.

(c) Payment of Note and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Note, shall properly and accurately record all payments on the Note on the Registration Books, and shall keep proper records of all exchanges of Notes, and all replacements of Notes, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owner thereof, (ii) may and shall be prepaid or redeemed prior to its scheduled maturity (iii) may be exchanged for another Note, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Note shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(e) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Note that at all times while the Note is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 20 days written notice to the Paying Agent/Registrar, to be effective not later than 15 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same

authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Note.

(g) Delivery of Initial Note. On the closing date, one initial Note representing the entire principal amount of the Note, payable in stated installments to the Purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Clerk of the Issuer, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such Purchaser or its designee.

Section 4. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate and the form of Assignment, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Note.

NO. R-1

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL
AMOUNT
\$_____

CITY OF SAN ANGELO, TEXAS
TAX NOTE
SERIES 2025

Interest Rate	Delivery Date
See Below	September 18, 2025

REGISTERED OWNER: WEBSTER BANK, NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: ONE MILLION _____ THOUSAND DOLLARS

The City of San Angelo, in Tom Green County, Texas (the "Issuer"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns (the "Registered Owner"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rates per annum for each principal installment as set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Note shall mature on August 15, 2026 and shall be payable in installments on the dates and in the amounts set forth in the table below:

Payment Date(8/15) 2026	Principal Installment(\$)	Interest Rate(%)
-------------------------------	------------------------------	---------------------

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Note on February 15, 2026 and August 15, 2026. The principal installment of this Note shall be paid to the registered owner hereof upon presentation and surrender of this Note at maturity, or upon the date for its redemption prior to maturity, at the principal trust office of [NAME OF PAYING AGENT], [CITY], [STATE], which is the "Paying Agent/Registrar" for this Note. The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer

required by the ordinance authorizing the issuance of this Note (the "Note Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. If any Record Date shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such Record Date shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

UPON THE PAYMENT of the principal installment of this Note, the Paying Agent/Registrar shall note in the Payment Record appearing on a copy of this Note the amount of each such payment, the date said payment was made and the remaining unpaid principal balance of this Note and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Note Registration Books.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Note shall be paid to the registered owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

THIS NOTE IS NOT SUBJECT TO REDEMPTION prior to maturity at the option of the Issuer.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated September 18, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purpose of (i) acquiring, constructing, improving and equipping parks, streets and public safety facilities, and (ii) the payment of professional services and costs of issuance related to the Note.

THIS NOTE is issuable in the form of one fully-registered Note without coupons in the denomination of \$_____. This Note may be transferred or exchanged as provided in the Note Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the registered owner or his duly authorized attorney, and thereupon a new Note of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Note Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such

transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for this Note is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of the Note.

THIS NOTE shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owner of the Note.

BY BECOMING the registered owner of this Note, the registered owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

(signature)
City Clerk

(signature)
Mayor

(SEAL)

(b) Form of Payment Record.

PAYMENT RECORD

Date of Payment	Principal Payment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____

(c) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Note is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or in exchange for, a Note that originally was issued by the City of San Angelo, Texas.

Dated: _____.

[NAME OF PAYING AGENT/REGISTRAR]
Paying Agent/Registrar

By: _____
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Note in every particular,

securities transfer association recognized signature
guarantee program.

without alteration or enlargement or any change
whatsoever.

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Note is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Note is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Note, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund. At least one business day prior to February 15 and August 15, the Issuer shall transfer from the Interest and Sinking Fund to the Paying Agent the amount due for such succeeding payment.

(b) Article 1208, Government Code, applies to the issuance of the Note and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Note is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owner of the Note a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF NOTE.

(a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been

made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem a Defeased Note that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Note for redemption; (2) gives notice of the reservation of that right to the Registered Owner of the Defeased Note immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Note and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, retire or otherwise discharge obligations such as the Note.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Section 1206.022, Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Note issued in exchange for another Note.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION AND ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery to the Purchaser. The approving legal opinion of the Issuer's Bond Counsel may, at the option of the Issuer, be printed on the Note issued and delivered under this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Note.

(b) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Note is hereby approved and confirmed. The engagement of such firm, with respect to such services as bond counsel, is hereby authorized and approved.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the Projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the Projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” that is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Note being treated as a “private activity bond” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Note, other than investment property acquired with –

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of an current refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Note is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the fifteenth (15th) day of the second calendar month after the close of the calendar quarter in which the Note is issued, an information statement concerning the Note, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder;

(11) to assure that the proceeds of the Note will be used solely for new money projects;
and

(12) to establish reasonable expectations to prevent using the proceeds of the Note in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations (hereinafter defined). It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the “Treasury Regulations”). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Note, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Note, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Note.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Projects financed with the proceeds of the Note on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Note or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Note or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF NOTE. The Note is hereby initially sold and shall be delivered to [NAME OF PURCHASER] (the “Purchaser”) for cash for the par value thereof, pursuant to the purchase agreement dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and

deliver. The Note shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, Mayor Pro Tem, City Clerk, City Manager and Finance Director of the City shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar (the form and substance of which are hereby approved) and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note and the sale of the Note. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule"). The Issuer is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the Issuer or the Note.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Note when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Note, including, but not limited to its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the registered owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the registered owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Note so as to:

- (1) Make any change in the maturity of the Note;
- (2) Reduce the rate of interest borne by the Note;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Note;
- (4) Modify the terms of payment of principal or of interest or redemption premium, if any, on the Note or impose any condition with respect to such payment; or
- (5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Note, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of 6 months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after 6 months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

For the purposes of establishing ownership of the Note, the Issuer shall rely solely upon the registration of the ownership of such Note on the registration books kept by the Paying Agent/Registrar.

Section 15. PROJECT FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund or account to be entitled the "Series 2025 Note Project Fund" for use by the Issuer for payment of all lawful costs associated with the Projects as hereinbefore provided, and to pay the costs of issuance of the Note. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Note (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 17. APPROPRIATION. To pay the debt service coming due on the Note, if any prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

(Execution Page Follows)

APPROVED AND ADOPTED ON THE 19TH DAY OF AUGUST, 2025.

THE CITY OF SAN ANGELO, TEXAS

Tom Thompson, Mayor

Attest:

Heather Stastny, City Clerk

Approved As to Form:

Approved As to Content:

Rodolfo Segura Jr
McCall, Parkhurst & Horton L.L.P.

Tina Dierschke, Finance Director
City of San Angelo, Texas

[CITY SEAL]

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAN ANGELO, TEXAS TAX NOTE, SERIES 2025 IN THE APPROXIMATE AMOUNT OF \$1,110,000; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE PAYMENT OF SAID NOTE; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: August 19, 2025

Item type: Regular Item

Caption:

Discussion and consideration of matters related to the fiscal year 2025-2026 operating budget, including:

1. first reading and public hearing of an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026. This budget will raise more total property taxes than last year's budget by \$5,716,170 (9.7%), and of that amount, \$861,795 is tax revenue to be raised from new property added to the tax roll; and,
2. conducting a separate vote to ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for September 2, 2025, a regular meeting of the City Council as an action item (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Adopt
Approve

Summary/History:

Based on feedback and direction from the August 4th budget workshop, staff has prepared the proposed 2025–26 budget. The following action items are necessary to proceed with adopting the 2025-2026 budget.

1. This is the first public hearing and introduction of the budget ordinance for the fiscal year beginning October 1, 2025, and ending September 30, 2026. The ordinance appropriates funds for the 2025-2026 fiscal year (Exhibit A) and approves the pay schedule for all City employees (Exhibit B). It also determines and approves budget amendment authorizations. The ordinance authorizes the City Manager to apply for, accept, and budget for routine, recurring grants (Exhibit C) and execute any documents related to these grants. The City Manager is also given the authority to execute certain Interlocal Agreements that do not require the expenditure of City funds. The staffing headcount is authorized in sections ten for civil service and eleven for civilians (Exhibit D). The proposed 2025-2026 budget meets all legal requirements.
2. The next item for the Council's consideration is to conduct a separate record vote to ratify the property tax revenue budgeted per truth-in-taxation guidelines.

The motion must specifically be made to:

"Ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for September 2, 2025, regular meeting of the City Council as an action item."

Funding Source(s):

Financial Impact:

Total operating budget of \$241,143,073. See the attached ordinance and draft budget for specifics.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|----------------------------------|---------------------------------------|
| 1. | 2025 08-19 2026 Budget Ordinance | 2025 08-19 2026 Budget Ordinance.docx |
| 2. | PROPOSED BUDGET as of 08-12-2025 | PROPOSED BUDGET as of 08-12-2025.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

- | | |
|-----------------|-------------------|
| Jonathan Flores | Created/Initiated |
| Jonathan Flores | Approved |
| Tina Dierschke | Approved |
| Brandon Dyson | Approved |
| Heather Stastny | Final Approval |

ORDINANCE 2020-084

AN ORDINANCE OF THE CITY OF SAN ANGELO APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026 INCLUDING AUTHORIZING EMPLOYEE COMPENSATION SCHEDULES; PROVIDING FOR THE GENERAL APPROPRIATION OF FUNDS; RESERVING UNTO THE CITY COUNCIL THE POWER TO AMEND OR MAKE CHANGES IN THE BUDGET FOR MUNICIPAL PURPOSES; AND PROVIDING AUTHORITY FOR THE CITY MANAGER TO MAKE AUTHORIZED ADJUSTMENTS AND BUDGETARY APPROVALS

WHEREAS, a budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, has been proposed and submitted by the City Manager to the City Council as required by law; and,

WHEREAS, the proposed budget has been filed with the City Clerk and has been posted on the website for the City of San Angelo, for inspection by any person for more than fifteen (15) days immediately prior to the public hearing upon said budget and more than thirty (30) days prior to a tax levy for the fiscal year; and,

WHEREAS, proper notice of public hearing upon this budget has been posted and published in accordance with applicable law; and,

WHEREAS, the City Council has conducted the necessary public hearings as required by law; and,

WHEREAS, after a full and final consideration of the financial condition and estimated revenues and proposed expenditures as set forth in the budget as filed and amended, it is the consensus of opinion of the Council that the budget as filed and amended should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, THAT:

SECTION 1: The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

SECTION 2: The proposed budget as filed with the City Clerk and as amended by the City Council, for the fiscal year October 1, 2025, through September 30, 2026, (hereinafter the "Budget") is hereby approved and adopted. A copy of the Budget, as amended, approved, and adopted, is attached hereto as **Exhibit "A"** and made a part hereof for all purposes.

SECTION 3: The Competitive Pay Plan Grade and Step Tables for Fire and Police Civil Service employees and the Salary Ranges for all other City employees set forth in the Budget are attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Employee compensation schedules that are in accordance with the Competitive Pay Plan and Grade Step Tables for Fire and Police Civil Service employees and the Salary Ranges for all other City employees as set forth are hereby authorized.

SECTION 4: By virtue of the adoption of the Budget, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the 2025-2026 fiscal year, the amounts set forth in the Budget for the purposes therein stated.

SECTION 5: All unencumbered or unobligated funds for the prior fiscal year shall lapse at the end of the prior fiscal year. All appropriations for encumbered, obligated, or restricted funds shall carry over to the subsequent fiscal year and be considered committed to complete these transactions.

SECTION 6: The expenditures of the City shall be made in accordance with the financial summaries included within the Budget approved by this ordinance provided, however:

1. The City Council may, as permitted by law, amend this ordinance to authorize changes that increase or decrease the total appropriation of any fund or otherwise make changes in the budget for municipal purposes.
2. The City Manager or his designee is authorized to:
 - a) approve changes that move budgeted amounts between accounts within a fund.
 - b) approve budget amendments that reduce the total amount of budgeted revenues and expenditures in a fund. Under this authorization, the reduction in budgeted expenditures must equal or exceed any reduction in budgeted revenues.
3. The City Manager is authorized to:
 - a) approve changes to the budget under \$100,000 cumulative of all funds that are necessary for purchases and grants.
 - b) accept and budget for grants, designated and restricted revenues, and their corresponding expenditures.
 - c) accept donations to the City of San Angelo with a value not to exceed \$5,000.
4. Changes to the budget that are necessary for purchases, grants, or interlocal agreements over \$100,000 are hereby authorized by the City Council if the agenda caption of the item clearly states the funding source and the amount of the item. The background memo of the purchase, grant, or interlocal agreement must clearly show all funds impacted by the expenditure. If these requirements are met, the agenda item serves as final approval by City Council for the expenditure and the amendment to the budget.

SECTION 7: Certain grants are identified in the Budget, as listed on **Exhibit "C"**, attached hereto and made a part hereof for all purposes. The City Manager or his designee is hereby authorized to apply for, accept, and budget those grants and execute any documents related thereto.

SECTION 8: The City Manager or his designee is hereby authorized to execute any documents necessary for the application for any grants and budget for grants not included in **Exhibit "C"** in which the City expenditure of funds is less than \$100,000.

SECTION 9: The City Manager is authorized to execute any Interlocal Agreement formed under Chapter 791 of the Texas Government Code that does not require the expenditure of City funds.

SECTION 10: The Classification plan for authorized police and fire positions set out in Chapter 2, Article 2.08.002 of the City of San Angelo Code of Ordinances, as amended, is attached hereto as **Exhibit "D"**, and are hereby authorized and made part hereof for all purposes.

SECTION 11: The total number of civilian employees in place as shown on **Exhibit "D"** is hereby authorized. The City Manager or his designee is authorized to adjust compensation and position titles for any non-civil service positions and hire all part-time positions deemed necessary to retain qualified individuals or for the efficient administration of the City.

SECTION 12: The Budget as amended and adopted shall be filed with the City Clerk and posted on the City's website. The budget officer is hereby directed to provide a copy of this budget ordinance, and the Budget as amended, approved, and adopted to the County Clerk of Tom Green County for recording after final passage and adoption hereof.

SECTION 13: Should any section, provision, clause, or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

INTRODUCED with public hearing on the 19th day of August, 2025, and finally PASSED, this 2nd day of September, 2025.

<u>YES</u>	<u>NO</u>	CITY OF SAN ANGELO, TEXAS
_____	_____	_____ Tom Thompson, Mayor
_____	_____	_____ Tommy Hiebert, SMD #1
_____	_____	_____ Joe Self, SMD #2
_____	_____	_____ Harry Thomas, SMD #3
_____	_____	_____ Patrick Keely, SMD #4
_____	_____	_____ Karen Hesse Smith, SMD #5
_____	_____	_____ Mary Coffey, SMD #6

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

EXHIBIT A

Consolidated Financial Schedule Revenue and Expenditures, Fiscal Year Ending September 30, 2026

Fund No.	Fund Name	Beginning Balance	Operating Revenues	Transfers In	Amount Available	Operating Expenditures	Transfers Out	Total Expenditures	Rev Over/ (Under) Exp	Ending Balance
101	General	28,560,595	93,155,743	8,578,272	130,294,610	98,042,298	3,691,717	101,734,015	-	28,560,595
103	Intergovernmental	2,173,286	5,824,420	270,402	8,268,108	5,967,371	127,451	6,094,822	-	2,173,286
105	General Debt Service	3,590,015	13,097,750	1,393,900	18,081,665	14,341,650	-	14,341,650	150,000	3,740,015
106	TIRZ	319,196	3,250,580	-	3,569,776	3,181,009	69,571	3,250,580	-	319,196
201	State Office Building	1,002,236	1,365,699	-	2,367,935	654,786	710,913	1,365,699	-	1,002,236
203	Texas Bank Sports Complex	392,028	214,841	862,025	1,468,894	1,076,866	-	1,076,866	-	392,028
220	Airport Operating	821,702	2,205,396	-	3,027,098	2,089,522	115,874	2,205,396	-	821,702
230	Solid Waste	5,124,387	2,581,338	-	7,705,725	1,483,118	1,098,220	2,581,338	-	5,124,387
240	Stormwater	2,724,479	3,329,231	135,000	6,188,710	2,987,710	476,521	3,464,231	-	2,724,479
260	Water Operating	50,955,853	37,631,223	2,873,426	91,460,502	31,777,404	8,727,245	40,504,649	-	50,955,853
261	Water Debt Service	213,737	9,296	9,598,595	9,821,628	9,607,891	-	9,607,891	-	213,737
270	Water Reclamation Operating	27,259,096	17,338,191	-	44,597,287	12,458,479	4,879,712	17,338,191	-	27,259,096
271	Water Reclamation Debt Service	289,755	12,602	4,094,648	4,397,005	4,107,250	-	4,107,250	-	289,755
410	Civic Events	1,665,016	543,469	1,189,027	3,397,512	1,441,174	169,322	1,610,496	122,000	1,787,016
420	Fort Concho	746,929	467,137	1,098,286	2,312,352	1,565,423	-	1,565,423	-	746,929
440	Fairmount Cemetery	71,259	514,114	95,683	681,056	609,797	-	609,797	-	71,259
453	Community Development Block Grant	305,493	643,137	-	948,630	643,137	-	643,137	-	305,493
483	HOME Grant	137,421	287,670	13,385	438,476	301,055	-	301,055	-	137,421
501	Equipment Replacement	157,135	150,000	1,811,440	2,118,575	1,961,440	-	1,961,440	-	157,135
502	Capital Projects	45,111	-	400,000	445,111	400,000	-	400,000	-	45,111
512	Water / Supply Capital Projects	23,403,924	5,858,547	200,000	29,462,471	5,808,511	250,036	6,058,547	-	23,403,924
520	Water Reclamation Capital Projects	3,546,845	1,901,579	-	5,448,424	1,812,990	88,589	1,901,579	-	3,546,845
529	Airport PFC	941,338	232,322	-	1,173,660	82,322	150,000	232,322	-	941,338
533	Streets	325,051	631,694	-	956,745	631,694	-	631,694	-	325,051
601	Designated Revenue	48,482	71,100	-	119,582	71,100	-	71,100	-	48,482
602	Restricted Revenue	2,550,783	642,363	-	3,193,146	625,161	17,202	642,363	-	2,550,783
605	Hotel Occupancy Tax	3,984,140	3,085,846	-	7,069,986	1,425,003	1,479,027	2,904,030	181,816	4,165,956
625	Keep San Angelo Beautiful	4,042	976	110,000	115,018	110,976	-	110,976	-	4,042
640	Lake Nasworthy Trust	7,602,183	1,423,222	-	9,025,405	50,000	416,900	466,900	956,322	8,558,505
700	Development Corp: Economic Development	12,256,243	3,963,873	-	16,220,116	3,963,873	-	3,963,873	-	12,256,243
711	Development Corp: Ballot	12,531,218	9,561,426	-	22,092,644	5,006,785	4,554,641	9,561,426	-	12,531,218
Operating Totals		\$ 193,748,978	\$ 209,994,785	\$ 32,724,089	\$ 436,467,852	\$ 214,285,795	\$ 27,022,941	\$ 241,308,736	\$ 1,410,138	\$ 195,159,116
301	Fleet Services	1,088,420	7,388,994	-	8,477,414	7,388,994	-	7,388,994	-	1,088,420
305	Communications	300,318	2,273,409	-	2,573,727	2,273,409	-	2,273,409	-	300,318
310	Health Insurance	897,578	13,170,197	-	14,067,775	13,170,197	-	13,170,197	-	897,578
320	Property/Casualty	616,068	2,371,938	-	2,988,006	2,371,938	-	2,371,938	-	616,068
330	Workers' Compensation	3,578,987	2,148,124	-	5,727,111	2,148,124	-	2,148,124	-	3,578,987
Total Internal Service Funds		\$ 6,481,371	\$ 27,352,662	\$ -	\$ 33,834,033	\$ 27,352,662	\$ -	\$ 27,352,662	\$ -	\$ 6,481,371

EXHIBIT B

Fire Department Effective 10-1-25

Civil Service Pay Plan

GRADE	POSITION	ANNUALLY
GR 24F	Fire Recruit	\$ 53,606
GR 26F	Probationary Firefighter	\$ 53,952
GR 27F	Firefighter	\$ 68,868
GR 28F	Fire Driver	\$ 78,690
GR 29F	Fire Lieutenant	\$ 90,493
GR 30F	Fire Captain	\$ 104,070
GR 31F	Battalion Chief	\$ 119,678
GR 32F	Assistant Chief	\$ 143,238

Additional Pay

PARAMEDIC	\$150/month
INTERMEDIATE CERTIFICATION	\$100/month
ARFF CERTIFICATION	\$75/month
EMS COORDINATOR	\$75/month
EMS BASIC	\$75/month
EMS COMPLIANCE	\$1,250/month
FIRE COMPLIANCE	\$1,250/month
TRAINING CENTER ASSIGNMENT	\$200-350/month
INCENTIVE/COLLEGE TRAINING	up to \$150/month
INCENTIVE DEGREE PAY	\$25/month
LONGEVITY PER YEAR OF SERVICE (25 YRS MAX)	\$4/month
LOYALTY PER YEAR OF SERVICE (NO MAX)	\$25/month

Police Department
Effective 10-1-25

Civil Service Pay Plan

GRADE	STEP	POSITION	ANNUALLY
P23	1	Recruit	\$ 52,326
P27	1	Police Officer: Basic	\$ 60,401
P27	2	Police Officer: Intermediate	\$ 62,893
P27	3	Police Officer: Advanced	\$ 65,384
P27	4	Police Officer: Master	\$ 67,685
P29	1	Sergeant: Intermediate	\$ 85,308
P29	2	Sergeant: Advanced	\$ 87,800
P30	1	Lieutenant: Advanced	\$ 97,763
P30	2	Lieutenant: Master	\$ 103,367
P32	1	Assistant Chief	\$ 137,070

Additional Pay

CRISIS NEGOTIATION	\$100/month
CRITICAL INCIDENT	\$100/month
SPECIAL WEAPONS & TACTICS	\$100/month
INCENTIVE/COLLEGE TRAINING	max of \$400/month
LONGEVITY PER YEAR OF SERVICE (25 YR MAX)	\$4/month
LOYALTY PER YEAR OF SERVICE (NO MAX)	\$25/month

On-call response overtime will pay at 150%, and will be eligible for FLSA overtime, if applicable. This overtime will be capped at the budgeted amount. Once this value is exceeded, overtime will convert to call out pay.

Non-Civil Service
Effective 10-1-25
Pay Plan

GRADE		MIN		MID		MAX
50	\$	231,932	\$	299,308	\$	366,684
49	\$	231,932	\$	289,915	\$	347,898
48	\$	220,050	\$	275,062	\$	330,074
47	\$	208,776	\$	260,970	\$	313,164
46	\$	198,079	\$	247,599	\$	297,119
45	\$	187,931	\$	234,914	\$	281,897
44	\$	178,303	\$	222,878	\$	267,454
43	\$	169,168	\$	211,460	\$	253,751
42	\$	160,501	\$	200,626	\$	240,750
41	\$	152,277	\$	190,347	\$	228,416
40	\$	144,476	\$	180,595	\$	216,714
39	\$	137,073	\$	171,342	\$	205,611
38	\$	130,051	\$	162,564	\$	195,076
37	\$	123,388	\$	154,235	\$	185,082
36	\$	117,067	\$	146,333	\$	175,600
35	\$	111,069	\$	138,836	\$	166,604
34	\$	105,378	\$	131,723	\$	158,067
33	\$	99,980	\$	124,975	\$	149,969
32	\$	94,857	\$	118,571	\$	142,286
31	\$	89,998	\$	112,497	\$	134,996
30	\$	85,386	\$	106,733	\$	128,080
29	\$	81,012	\$	101,265	\$	121,518
28	\$	76,861	\$	96,077	\$	115,292
27	\$	72,924	\$	91,154	\$	109,385
26	\$	69,188	\$	86,484	\$	103,781
25	\$	65,643	\$	82,053	\$	98,464
24	\$	62,280	\$	77,850	\$	93,420
23	\$	59,089	\$	73,861	\$	88,633
22	\$	56,062	\$	70,077	\$	84,092
21	\$	53,189	\$	66,487	\$	79,784
20	\$	50,464	\$	63,080	\$	75,697
19	\$	47,879	\$	59,848	\$	71,818
18	\$	45,426	\$	56,782	\$	68,139
17	\$	43,098	\$	53,873	\$	64,647
16	\$	40,890	\$	51,113	\$	61,336
15	\$	38,795	\$	48,494	\$	58,193
14	\$	36,808	\$	46,009	\$	55,211
13	\$	34,922	\$	43,653	\$	52,383
12	\$	33,133	\$	41,416	\$	49,700

Non-Civil Service Public Safety

GRADE	MIN	MID	MAX
30M	\$96,302	\$120,377	\$141,454
29M	\$83,980	\$104,974	\$125,970
27M	\$59,755	\$74,694	\$89,632

Non-Civil Service Additional Pay

BILINGUAL CERTIFIED	\$100/month
CDL CERTIFICATION A	\$300/month
CDL CERTIFICATION B	\$175/month
ENGINEER I.T. I	5%
ENGINEER I.T. II	5%
ENGINEER CERTIFICATION	5%
FLEET MECHANIC TOOL ALLOWANCE	\$80/month
LOYALTY PER YEAR OF SERVICE (20 YRS MAX)	\$25/month
WU/WR CLASS D LICENSE	5%
WU/WR CLASS C LICENSE	5%
WU/WR CLASS B LICENSE	5%
WU/WR CLASS A LICENSE	5%
WU/WR OPERATOR A/B DIFFERENTIAL	5%
WATER UTILITY FIELD PAY	10%
WU/WR EXPERIENCED 3 YRS + 2 LICENSES	5%
WU/WR SKILLED 8 YRS + 4 LICENSES	5%
WU/WR SENIOR 13 YRS + 6 LICENSES	5%

EXHIBIT C

City Council authorizes application for and acceptance of the following grants:

Atmos Energy Grant
Assistance to Fire Fighters Grant
Community Development Block Grant
COPS Federal Grants
Criminal Justice Department Grants
Department of Defense Federal Grants
Department of Energy Federal Grants
Department of Transportation Federal Grants
Edward Byrne Formula State Grant
Edward Byrne Justice Assistance Grants
Emergency Food and Shelter Program Grant
Emergency Management Performance Grant
Environmental Health Service and Bureau of Regional Local Health Operations Grant
Federal Aviation Administration Grants - Entitlements and Discretionary
Federal Disaster Prevention and Relief Grants
Federal Infrastructure and Environmental Project Grants
Federal Infrastructure Investment and Jobs Act Grants
Gang Initiative Grant
HOME Grant
Hazards Grant
National Opioid Settlement Proceeds
Patrick Leahy BPV Federal Grant
State and Federal Homeland Security Grants Programs
San Angelo Cultural Affairs Council Grant
State Events Trust Fund Grant
State Homeland Security-LETPA(Law Enforcement Terrorist Prvtn Actvt) Grant
Texas Commission on Environmental Quality Grants
Texas Department of Transportation Routine Airport Maintenance Program
Texas Department of Transportation Grants
Texas Motor Vehicle Crime Prevention Authority Grants
Texas Parks and Wildlife Grants
Texas Water Development Board Grants
Title III C-1 Congregate Nutrition Services
Transit and Transportation Planning Grants - Federal and State
U.S. Bureau of Reclamation Grants
U.S. Department of Housing and Urban Development Grants
U.S. Environmental Protection Agency Grants
Victim Assistance – Gen. Direct Srvs State Grant
Women, Infant, and Children Grant

EXHIBIT D

Classification plan for authorized positions:

FIRE CHIEF	1
ASSISTANT CHIEF	2
BATTALION CHIEF	4
FIRE CAPTAIN	12
FIRE LIEUTENANT	21
FIRE ENGINEER (OR DRIVER)	49
FIRE FIGHTER	89
FIRE DEPARTMENT – CIVIL SERVICE SUBTOTAL	178
POLICE CHIEF	1
ASSISTANT CHIEF	2
POLICE LIEUTENANT	8
POLICE SERGENT	28
POLICE OFFICER	141
POLICE DEPARTMENT – CIVIL SERVICE SUBTOTAL	180
CIVILIANS	626
TOTAL STAFFING LEVELS	984



CITY OF SAN ANGELO

OPERATING BUDGET

2025 / 2026



City of San Angelo, Texas

Operating Budget Fiscal Year 2025-26

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$5,716,170 (9.70%), AND OF THAT AMOUNT, \$861,795 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR

City Council Record Vote

****August 19, 2025****

The members of the governing body voted on the adoption of the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Tax Rate	Adopted FY2024-25	Adopted FY2025-26
Property Tax Rate	0.7544 / \$100	0.7947 / \$100
No New Revenue Tax Rate	0.6656 / \$100	0.7246/ \$100
No New Revenue M&O Tax Rate	0.5863 / \$100	0.6085/ \$100
Voter Approval Tax Rate	0.7739 / \$100	0.7947/ \$100
Debt Tax Rate	0.1294 / \$100	0.1637/ \$100

The total amount of municipal debt obligations secured by property taxes is \$119,035,000.

Consolidated Financial Schedule

Revenue and Expenditures, Fiscal Year Ending September 30, 2026

Fund No.	Fund Name	Beginning Balance	Operating Revenues	Transfers In	Amount Available	Operating Expenditures	Transfers Out	Total Expenditures	Rev Over/ (Under) Exp	Ending Balance
101	General	28,560,595	93,155,743	8,578,272	130,294,610	98,042,298	3,691,717	101,734,015	-	28,560,595
103	Intergovernmental	2,173,286	5,824,420	270,402	8,268,108	5,967,371	127,451	6,094,822	-	2,173,286
105	General Debt Service	3,590,015	13,097,750	1,393,900	18,081,665	14,341,650	-	14,341,650	150,000	3,740,015
106	TIRZ	319,196	3,250,580	-	3,569,776	3,181,009	69,571	3,250,580	-	319,196
201	State Office Building	1,002,236	1,365,699	-	2,367,935	654,786	710,913	1,365,699	-	1,002,236
203	Texas Bank Sports Complex	392,028	214,841	862,025	1,468,894	1,076,866	-	1,076,866	-	392,028
220	Airport Operating	821,702	2,205,396	-	3,027,098	2,089,522	115,874	2,205,396	-	821,702
230	Solid Waste	5,124,387	2,581,338	-	7,705,725	1,483,118	1,098,220	2,581,338	-	5,124,387
240	Stormwater	2,724,479	3,329,231	135,000	6,188,710	2,987,710	476,521	3,464,231	-	2,724,479
260	Water Operating	50,955,853	37,631,223	2,873,426	91,460,502	31,777,404	8,727,245	40,504,649	-	50,955,853
261	Water Debt Service	213,737	9,296	9,598,595	9,821,628	9,607,891	-	9,607,891	-	213,737
270	Water Reclamation Operating	27,259,096	17,338,191	-	44,597,287	12,458,479	4,879,712	17,338,191	-	27,259,096
271	Water Reclamation Debt Service	289,755	12,602	4,094,648	4,397,005	4,107,250	-	4,107,250	-	289,755
410	Civic Events	1,665,016	543,469	1,189,027	3,397,512	1,441,174	169,322	1,610,496	122,000	1,787,016
420	Fort Concho	746,929	467,137	1,098,286	2,312,352	1,565,423	-	1,565,423	-	746,929
440	Fairmount Cemetery	71,259	514,114	95,683	681,056	609,797	-	609,797	-	71,259
453	Community Development Block Grant	305,493	643,137	-	948,630	643,137	-	643,137	-	305,493
483	HOME Grant	137,421	287,670	13,385	438,476	301,055	-	301,055	-	137,421
501	Equipment Replacement	157,135	150,000	1,811,440	2,118,575	1,961,440	-	1,961,440	-	157,135
502	Capital Projects	45,111	-	400,000	445,111	400,000	-	400,000	-	45,111
512	Water / Supply Capital Projects	23,403,924	5,858,547	200,000	29,462,471	5,808,511	250,036	6,058,547	-	23,403,924
520	Water Reclamation Capital Projects	3,546,845	1,901,579	-	5,448,424	1,812,990	88,589	1,901,579	-	3,546,845
529	Airport PFC	941,338	232,322	-	1,173,660	82,322	150,000	232,322	-	941,338
533	Streets	325,051	631,694	-	956,745	631,694	-	631,694	-	325,051
601	Designated Revenue	48,482	71,100	-	119,582	71,100	-	71,100	-	48,482
602	Restricted Revenue	2,550,783	642,363	-	3,193,146	625,161	17,202	642,363	-	2,550,783
605	Hotel Occupancy Tax	3,984,140	3,085,846	-	7,069,986	1,425,003	1,479,027	2,904,030	181,816	4,165,956
625	Keep San Angelo Beautiful	4,042	976	110,000	115,018	110,976	-	110,976	-	4,042
640	Lake Nasworthy Trust	7,602,183	1,423,222	-	9,025,405	50,000	416,900	466,900	956,322	8,558,505
700	Development Corp: Economic Development	12,256,243	3,963,873	-	16,220,116	3,963,873	-	3,963,873	-	12,256,243
711	Development Corp: Ballot	12,531,218	9,561,426	-	22,092,644	5,006,785	4,554,641	9,561,426	-	12,531,218
Operating Totals		\$ 193,748,978	\$ 209,994,785	\$ 32,724,089	\$ 436,467,852	\$ 214,285,795	\$ 27,022,941	\$ 241,308,736	\$ 1,410,138	\$ 195,159,116
301	Fleet Services	1,088,420	7,388,994	-	8,477,414	7,388,994	-	7,388,994	-	1,088,420
305	Communications	300,318	2,273,409	-	2,573,727	2,273,409	-	2,273,409	-	300,318
310	Health Insurance	897,578	13,170,197	-	14,067,775	13,170,197	-	13,170,197	-	897,578
320	Property/Casualty	616,068	2,371,938	-	2,988,006	2,371,938	-	2,371,938	-	616,068
330	Workers' Compensation	3,578,987	2,148,124	-	5,727,111	2,148,124	-	2,148,124	-	3,578,987
Total Internal Service Funds		\$ 6,481,371	\$ 27,352,662	\$ -	\$ 33,834,033	\$ 27,352,662	\$ -	\$ 27,352,662	\$ -	\$ 6,481,371

General Fund

Schedule of Revenues and Expenditures

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>101 REVENUES:</u>						
Taxes						
Property Tax	44,009,452	47,800,202	47,800,202	45,869,549	50,347,409	2,547,207
Sales Tax	24,707,667	23,965,977	23,965,977	17,141,699	25,455,279	1,489,302
Alcohol Beverage Taxes	455,461	467,151	467,151	307,195	467,151	-
Bingo Taxes	35,568	35,361	35,361	23,871	33,913	(1,448)
Franchise Tax	6,799,096	6,703,553	6,703,553	4,682,454	6,668,554	(34,999)
Total Taxes	76,007,244	78,972,244	78,972,244	68,024,768	82,972,306	4,000,062
Public Safety						
Police	371,925	384,500	2,696,000	1,199,512	1,568,222	1,183,722
Municipal Court	1,743,832	2,145,275	2,145,275	1,059,360	1,980,175	(165,100)
Fire	4,890,658	4,709,550	4,709,550	3,309,320	5,362,000	652,450
Fire Prevention	74,639	150,923	150,923	82,254	150,923	-
Total Public Safety	7,081,054	7,390,248	9,701,748	5,650,446	9,061,320	1,671,072
Public Works						
Engineering	1,060	1,035	1,035	5	60	(975)
Traffic Control	108,743	166,000	166,000	3,924	191,000	25,000
Street & Bridge	3,602,871	-	2,155,035	(525)	-	-
Total Public Works	3,712,674	167,035	2,322,070	3,404	191,060	24,025
Public Services						
Parks	27,468	44,700	44,700	22,038	40,500	(4,200)
Recreation	354,740	434,723	434,723	198,961	392,023	(42,700)
Aquatics	136,180	140,841	140,841	36,542	140,841	-
Total Public Services	518,388	620,264	620,264	257,541	573,364	(46,900)
Development Services						
Administrative	11,750	14,000	14,000	12,885	15,000	1,000
Planning	77,794	147,500	147,500	73,006	105,000	(42,500)
Permits & Inspections	1,283,414	1,576,500	1,576,500	1,101,348	1,540,500	(36,000)
Total Development Services	1,372,958	1,738,000	1,738,000	1,187,239	1,660,500	(77,500)

General Fund

Schedule of Revenues and Expenditures

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
Neighborhood & Family Services						
Code Compliance	310,269	170,000	170,000	91,044	128,400	(41,600)
Animal Services	26,813	35,000	35,000	17,584	25,400	(9,600)
Total Neighborhood & Family Services	337,082	205,000	205,000	108,628	153,800	(51,200)
Other Departmental Charges						
Health Services	121,553	110,000	110,000	108,083	112,100	2,100
Legal & Real Estate	257,531	140,663	140,663	105,162	139,763	(900)
Other Departmental charges	119,533	100,878	100,878	91,616	116,691	15,813
Other Departmental Charges	498,617	351,541	351,541	304,861	368,554	17,013
Other Revenue Sources						
Interest	1,529,622	1,049,571	1,049,571	1,170,096	1,287,050	237,479
Administrative Charges (Indirect Cost)	4,192,598	4,265,068	4,265,068	2,808,207	4,449,631	184,563
Miscellaneous	32,953	-	-	7,432	-	-
Transfers In	883,533	985,555	985,555	530,578	1,016,430	30,875
Other Revenue Sources	6,638,706	6,300,194	6,300,194	4,516,313	6,753,111	452,917
Total General Fund Revenues	96,166,723	95,744,526	100,211,061	80,053,200	101,734,015	5,989,489
<u>101 EXPENDITURES:</u>						
Public Safety						
Police	24,338,545	26,087,173	28,791,902	18,959,259	28,681,157	2,593,984
Municipal Court	2,177,423	2,658,128	2,541,859	1,471,881	2,607,315	(50,813)
Public Safety Communications	2,443,133	2,377,142	2,540,430	1,931,918	2,504,904	127,762
Fire	22,971,025	23,954,185	24,153,101	16,039,726	25,220,426	1,266,241
Fire Prevention	783,450	965,760	1,036,556	676,698	1,050,937	85,177
Total Public Safety	52,713,576	56,042,388	59,063,848	39,079,482	60,064,739	4,022,351
Public Works						
Engineering	1,498,006	1,855,705	1,802,368	1,113,317	1,940,169	84,464
Operations Admin	314,597	372,046	364,323	257,296	432,897	60,851
Traffic/Signal Control	1,154,856	1,352,818	1,357,205	882,708	1,423,213	70,395
Street and Bridge	9,194,786	6,899,461	11,281,832	8,223,222	6,996,618	97,157
Street Lighting	1,238,720	1,118,829	1,216,210	796,895	1,263,417	-

General Fund

Schedule of Revenues and Expenditures

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
Total Public Works	13,400,965	11,598,859	16,021,938	11,273,438	12,056,314	312,867
Public Services						
Parks	3,982,756	4,363,769	4,300,799	2,924,782	4,462,287	98,518
Water Lily Garden	115,796	118,691	118,691	118,691	121,658	2,967
Recreation	873,242	1,102,995	1,059,762	643,268	1,163,319	60,324
Swimming Pool	242,257	217,195	240,286	99,679	261,059	43,864
Total Public Services	5,214,051	5,802,650	5,719,538	3,786,420	6,008,323	205,673
Planning & Development Services						
Administration	789,413	522,439	735,129	607,592	690,328	167,889
Planning	292,531	463,793	439,395	192,769	471,151	7,358
Permits & Inspections	1,197,433	1,380,396	1,384,803	880,876	1,354,488	(25,908)
Total Planning & Development Services	2,279,377	2,366,628	2,559,327	1,681,237	2,515,967	149,339
Neighborhood & Family Services						
Code Compliance	650,983	703,177	723,331	485,782	728,926	25,749
Animal Services	1,410,729	1,392,518	1,410,083	902,622	1,558,188	165,670
Social Services	350,477	330,929	405,988	228,870	417,265	86,336
Total Neighborhood & Family Services	2,412,189	2,426,624	2,539,402	1,617,274	2,704,379	277,755
Health Services						
Nursing	175,931	216,768	213,207	127,407	253,092	36,324
Environmental Health	78,538	101,060	98,566	42,877	109,296	8,236
Administration	216,060	237,524	236,481	163,364	246,621	9,097
MHMR Contribution	73,792	80,500	80,500	53,667	80,500	-
Total Health Services	544,321	635,852	628,754	387,315	689,509	53,657
General Government						
City Council	146,766	186,293	186,879	140,880	188,341	2,048
City Manager	977,953	992,267	989,200	651,950	1,036,426	44,159
Internal Auditor	97,743	105,484	105,922	70,488	112,450	6,966
Communications	245,394	250,942	301,232	216,371	271,591	20,649
City Clerk	339,319	353,748	352,560	220,820	373,469	19,721
Construction Management	131,533	141,714	144,015	92,692	148,522	6,808

General Fund

Schedule of Revenues and Expenditures

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
Development Corporation	242,391	379,374	379,374	169,924	397,642	18,268
Total General Government	2,181,099	2,409,822	2,459,182	1,563,125	2,528,441	118,619
Administrative Services						
City Attorney/Legal	814,022	944,785	1,041,442	641,710	959,106	14,321
Real Estate	175,397	196,185	208,932	124,256	203,840	7,655
Finance	2,415,658	2,631,753	2,709,480	2,082,895	2,799,896	168,143
Billing & Receipts	858,391	955,073	948,433	715,981	1,058,093	103,020
Information Technology ⁽¹⁾	916,062	-	59,830	92,961	-	-
Purchasing	266,423	314,220	313,171	199,001	327,733	13,513
Human Resources	3,062,437	3,251,710	3,318,456	2,198,846	3,681,328	429,618
Facilities Maintenance	780,412	831,912	853,464	554,666	899,770	67,858
GIS	401,950	460,816	458,856	294,508	483,388	22,572
Non-Departmental	302,286	1,025,065	769,057	333,874	1,013,411	(11,654)
Lobbyist	-	25,000	25,000	-	25,000	-
Legal Notices	17,615	21,045	21,945	6,439	23,061	2,016
Total Administrative Services	10,010,653	10,657,564	10,728,066	7,245,137	11,474,626	817,062
Transfers Out						
Grants	259,290	259,290	259,290	172,860	259,290	-
Capital	2,542,088	2,061,440	2,323,773	1,725,849	2,211,440	150,000
Debt Service	200,000	-	-	-	-	-
Other Funds	5,290,622	1,483,409	3,520,776	2,347,184	1,220,987	(262,422)
Total Transfers Out	8,292,000	3,804,139	6,103,839	4,245,893	3,691,717	(112,422)
Total General Fund Expenditures	97,048,231	95,744,526	105,823,894	70,879,321	101,734,015	5,844,901
Revenues Over/(Under) Expenditures	(881,508)	-	(5,612,833)	9,173,879	-	-
Beginning Fund Balance	31,615,358	34,173,428	34,173,428	34,173,428	28,560,595	(5,612,833)
Ending Fund Balance	30,733,850	34,173,428	28,560,595	43,347,307	28,560,595	(5,612,833)

⁽¹⁾ The Information Technology department expenses have been moved into their own internal service fund.

General Debt Service Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>105 REVENUES:</u>						
Current Taxes	8,372,616	9,791,779	9,791,779	9,449,824	12,936,582	3,144,803
Delinquent Taxes	67,606	55,000	55,000	75,547	55,000	-
Transfers In	2,919,038	2,715,600	2,719,078	2,669,078	1,393,900	(1,321,700)
Interest	182,374	77,542	77,542	183,478	106,168	28,626
Total Revenues	11,541,634	12,639,921	12,643,399	12,377,927	14,491,650	1,851,729
<u>105 EXPENSES:</u>						
Principal on Debt	7,090,063	8,995,063	8,995,063	4,292,531	8,590,000	(405,063)
Interest on Debt	2,972,913	2,939,867	2,939,867	1,509,234	5,586,699	2,646,832
Issue Costs	11,960	554,991	554,991	22,662	164,951	(390,040)
Total Expenditures	10,074,936	12,489,921	12,489,921	5,824,427	14,341,650	1,851,729
Revenues Over/(Under) Expenditures⁽¹⁾	1,466,698	150,000	153,478	6,553,500	150,000	-
Beginning Fund Balance	1,969,839	3,436,537	3,436,537	3,436,537	3,590,015	153,478
Ending Fund Balance	3,436,537	3,586,537	3,590,015	9,990,037	3,740,015	153,478

⁽¹⁾ There was a planned contribution to fund balance for the repayment of debt from the Airport Passenger Facility Fund.

TIRZ Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>106 REVENUES:</u>						
Downtown Property Tax	1,166,497	1,243,836	1,243,836	1,012,448	1,518,515	274,679
North Property Tax	1,138,584	1,294,314	1,294,314	1,036,143	1,480,133	185,819
Interest	182,442	136,844	136,844	189,132	251,932	115,088
Total Revenues	2,487,523	2,674,994	2,674,994	2,237,723	3,250,580	575,586
<u>106 EXPENSES:</u>						
Downtown Projects	182,603	1,250,147	2,989,507	259,090	1,580,258	330,111
North Projects	243,151	1,357,481	5,091,505	677,440	1,600,751	243,270
Transfers out	63,752	67,366	67,366	44,911	69,571	2,205
Total Expenses	489,506	2,674,994	8,148,378	981,441	3,250,580	575,586
Revenues Over/(Under) Expenditures	1,998,017	-	(5,473,384)	1,256,282	-	-
Beginning Fund Balance	3,794,563	5,792,580	5,792,580	5,792,580	319,196	(5,473,384)
Ending Fund Balance	5,792,580	5,792,580	319,196	7,048,862	319,196	(5,473,384)

General Equipment Replacement Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
501 REVENUES:						
Transfers In	1,581,088	1,811,440	1,811,440	1,207,627	1,811,440	-
Sale of Fixed Assets	116,220	120,000	120,000	69,037	110,000	(10,000)
Interest	69,610	-	-	38,281	-	-
Other	103,553	40,000	40,000	78,699	40,000	-
Total Revenue	1,870,471	1,971,440	1,971,440	1,393,644	1,961,440	(10,000)
501 EXPENSES:						
Fleet Services	-	-	239,500	233,734	-	-
Engineering	-	-	50,000	34,700	-	-
Traffic Control	170,193	-	63,000	59,769	-	-
Street & Bridge	200,933	199,343	249,343	245,792	199,343	-
Parks	244,617	-	62,835	-	-	-
Police	1,645,004	-	1,089,227	1,086,421	-	-
Fire	37,688	-	50,000	42,560	-	-
Ambulance	589,661	270,000	1,168,502	1,023,283	270,000	-
Capital ⁽¹⁾	-	1,502,097	14,097	-	1,492,097	(10,000)
Other Vehicles & Equipment	206,142	-	153,374	78,509	-	-
Total Expenses	3,094,238	1,971,440	3,139,878	2,804,768	1,961,440	(10,000)
Revenues Over/(Under) Expenditures	(1,223,767)	-	(1,168,438)	(1,411,124)	-	-
Beginning Fund Balance	2,549,340	1,325,573	1,325,573	1,325,573	157,135	(1,168,438)
Ending Fund Balance	1,325,573	1,325,573	157,135	(85,551)	157,135	(1,168,438)

⁽¹⁾ All unobligated funds are placed in this line, then allocated as needed throughout the year.

General Capital Projects Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>502 REVENUES:</u>						
Transfers In	2,334,533	250,000	512,333	518,222	400,000	150,000
Interest	176,491	-	-	131,163	-	-
Other	2,961	-	-	2,162	-	-
Total Revenue	2,513,985	250,000	512,333	651,547	400,000	150,000
<u>502 EXPENSES:</u>						
Standards Times Building	19,474	-	20,000	7,786	-	-
Public Safety Communications	-	-	100,000	100,000	-	-
ADA Curb Cut Program	-	-	275,000	672	-	-
ADA Transition Plan	188,865	-	361,135	361,135	-	-
Tree Irrigation	2,099	-	49,374	3,507	-	-
Park Land	-	-	262,333	67,333	-	-
Park Improvements	13,951	-	147,988	21,444	-	-
Riverbank Stabilization	350,461	-	753,931	604,448	-	-
29th Street Sports Complex	-	-	1,563,652	1,462,355	-	-
Fort Concho	15,378	-	410,445	88,487	-	-
Animal Services Improvements	1,216	-	421,510	596	-	-
Fire Station	-	-	468,388	410,391	-	-
Fire Truck Replacement	1,735,748	250,000	935,984	874,952	400,000	150,000
Total Expenses	2,327,192	250,000	5,769,740	4,003,106	400,000	150,000
Revenues Over/(Under) Expenditures	186,793	-	(5,257,407)	(3,351,559)	-	-
Beginning Fund Balance	5,463,074	5,649,867	5,302,518	5,649,867	45,111	(5,604,756)
Ending Fund Balance	5,649,867	5,649,867	45,111	2,298,308	45,111	(5,604,756)

Street Infrastructure Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>533 REVENUES:</u>						
Current Taxes	403,176	544,829	544,829	418,013	568,988	24,159
Reimbursed Expenses	204,375	-	-	153,281	-	-
Interest	60,350	15,906	15,906	91,971	62,706	46,800
Transfers In	1,120,804	-	1,052,534	701,689	-	-
Total Revenues	1,788,705	560,735	1,613,269	1,364,954	631,694	70,959
<u>533 EXPENSES:</u>						
Street Improvements	-	560,735	3,846,741	2,006,117	631,694	70,959
Total Expenses	-	560,735	3,846,741	2,006,117	631,694	70,959
Revenues Over/(Under) Expenditures	1,788,705	-	(2,233,472)	(641,163)	-	-
Beginning Fund Balance	-	2,558,523	2,558,523	2,558,523	325,051	(2,233,472)
Ending Fund Balance	2,558,523	2,558,523	325,051	1,917,360	325,051	(2,233,472)

Water Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>260 REVENUES:</u>						
Water Sales	33,160,757	32,977,938	32,977,938	21,514,528	32,977,938	0
Taps and Connections	410,151	387,300	387,300	279,845	387,300	0
Lake Use Revenues	239,407	564,032	564,032	193,311	583,838	19,806
Transfers In	2,764,157	2,592,021	2,592,021	1,893,694	2,873,426	281,405
Interest	1,832,057	1,646,541	1,646,541	1,475,290	2,017,358	370,817
Other	2,512,645	1,654,789	1,654,789	1,216,126	1,664,789	10,000
Total Revenues	40,919,174	39,822,621	39,822,621	26,572,794	40,504,649	\$ 682,028
<u>260 EXPENSES:</u>						
Personnel	8,341,372	9,206,854	9,206,854	5,617,026	9,575,917	369,063
Operations & Maintenance	12,347,019	13,914,775	16,621,123	11,695,924	15,366,446	1,451,671
Legal Notices	1,062	5,000	5,000	286	5,000	-
Lobbying	750	750	750	750	750	-
Transfers Out	8,719,999	8,875,504	8,976,531	5,973,743	8,727,245	(148,259)
Capital	5,223,276	7,819,738	7,342,365	4,285,026	6,829,291	(990,447)
Total Expenses	34,633,478	39,822,621	42,152,623	27,572,755	40,504,649	\$ 682,028
Revenues Over/(Under) Expenditures	6,285,696	-	(2,330,002)	(999,961)	-	-
Beginning Fund Balance	44,670,157	50,955,853	50,955,853	50,955,853	50,955,853	-
Ending Fund Balance	50,955,853	50,955,853	48,625,851	49,955,892	50,955,853	\$ -

Water Debt Service Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>261 REVENUES:</u>						
Transfer in from Development Corporation	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	-
Transfers In from Water	6,688,147	6,852,055	6,852,055	4,580,964	6,698,595	(153,460)
Interest	20,058	10,189	10,189	27,200	9,296	(893)
Total Revenues	9,608,205	9,762,244	9,762,244	7,508,164	9,607,891	(154,353)
<u>261 EXPENSES:</u>						
Debt Service	9,584,741	9,762,244	9,762,244	8,832,056	9,607,891	(154,353)
Total Expenses	9,584,741	9,762,244	9,762,244	8,832,056	9,607,891	(154,353)
Revenues Over/(Under) Expenditures	23,464	-	-	(1,323,892)	-	-
Beginning Fund Balance	190,273	213,737	213,737	213,737	213,737	-
Ending Fund Balance	213,737	213,737	213,737	(1,110,155)	213,737	-

Water Capital Projects Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>512 REVENUES:</u>						
Water Sales	5,148,529	5,000,705	5,000,705	3,342,670	5,000,705	-
Transfers In	-	2,889,374	1,200,374	-	200,000	(2,689,374)
Interest	886,546	773,896	773,896	716,932	857,842	83,946
Total Revenues	6,035,075	8,663,975	6,974,975	4,059,602	6,058,547	(2,605,428)
<u>512 EXPENSES:</u>						
Capital Improvements	3,967,641	8,181,939	13,852,653	9,321,248	5,576,511	(2,605,428)
Franchise Fee	257,426	250,036	250,036	167,134	250,036	-
Lobbying	-	32,000	32,000	-	32,000	-
Contract Services	-	200,000	200,000	85,500	200,000	-
Total Expenses	4,225,067	8,663,975	14,334,689	9,573,882	6,058,547	(2,605,428)
Revenues Over/(Under) Expenditures	1,810,008	-	(7,359,714)	(5,514,280)	-	-
Beginning Fund Balance	21,593,916	23,403,924	23,403,924	23,403,924	23,403,924	-
Ending Fund Balance	23,403,924	23,403,924	16,044,210	17,889,644	23,403,924	-

Lake Nasworthy Trust Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>640 REVENUES:</u>						
Lot Sales	1,508,102	900,000	900,000	536,071	900,000	-
Lake Lease Income	24,715	60,000	60,000	22,786	60,000	-
Interest	339,640	174,608	174,608	320,820	463,222	288,614
Total Revenues	1,872,457	1,134,608	1,134,608	879,677	1,423,222	288,614
<u>640 EXPENSES:</u>						
Professional Services	8,950	50,000	50,000	6,300	50,000	-
Transfers Out	305,676	157,147	157,147	288,738	416,900	259,753
Total Expenses	314,626	207,147	207,147	295,038	466,900	259,753
Revenues Over/(Under) Expenditures	1,557,831	927,461	927,461	584,639	956,322	28,861
Beginning Fund Balance	5,116,891	6,674,722	6,674,722	6,674,722	7,602,183	927,461
Ending Fund Balance	6,674,722	7,602,183	7,602,183	7,259,361	8,558,505	956,322

Water Reclamation Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>270 REVENUES:</u>						
Water Reclamation Charges	15,771,483	15,689,764	15,689,764	10,554,503	15,689,764	-
Farm Use Revenues	283,574	327,690	327,690	172,468	327,690	-
Paving Cuts	62,200	78,000	78,000	33,900	78,000	-
Taps and Connections	28,330	26,500	26,500	13,175	26,500	-
Interest	985,305	868,652	868,652	852,159	1,166,237	297,585
Other	58,025	40,000	40,000	28,222	50,000	10,000
Total Revenues	17,188,917	17,030,606	17,030,606	11,654,427	17,338,191	307,585
<u>270 EXPENSES:</u>						
Personnel	2,731,695	3,139,503	3,139,503	1,988,910	3,278,885	139,382
Operations & Maintenance	5,059,946	5,190,648	5,912,695	4,144,942	5,601,403	410,755
Legal Notices	-	5,000	5,000	-	5,000	-
Transfers Out	4,874,011	4,879,986	4,918,479	3,278,986	4,879,712	(274)
Capital	868,815	3,815,469	3,733,326	366,020	3,573,191	(242,278)
Total Expenses	13,534,467	17,030,606	17,709,003	9,778,858	17,338,191	307,585
Revenues Over/(Under) Expenditures	3,654,450	-	(678,397)	1,875,569	-	-
Beginning Fund Balance	23,604,646	27,259,096	27,259,096	27,259,096	27,259,096	-
Ending Fund Balance	27,259,096	27,259,096	26,580,699	29,134,665	27,259,096	-

Water Reclamation Debt Service Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>271 REVENUES:</u>						
Transfers In from Water Reclamation	4,088,947	4,094,922	4,094,922	2,729,948	4,094,648	(274)
Interest	17,476	10,678	10,678	18,527	12,602	1,924
Total Revenues	4,106,423	4,105,600	4,105,600	2,748,475	4,107,250	1,650
<u>271 EXPENSES:</u>						
Debt Service	4,097,435	4,105,600	4,105,600	3,166,825	4,107,250	1,650
Total Expenses	4,097,435	4,105,600	4,105,600	3,166,825	4,107,250	1,650
Revenues Over/(Under) Expenditures	8,988	-	-	(418,350)	-	-
Beginning Fund Balance	280,767	289,755	289,755	289,755	289,755	-
Ending Fund Balance	289,755	289,755	289,755	(128,595)	289,755	-

Water Reclamation Capital Projects Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>520 REVENUES:</u>						
Water Reclamation Charges	1,893,751	1,771,770	1,771,770	1,265,076	1,771,770	-
Interest	152,745	105,766	105,766	114,018	129,809	24,043
Transfers in	-	3,331,255	3,123,652	-	-	(3,331,255)
Total Revenues	2,046,496	5,208,791	5,001,188	1,379,094	1,901,579	(3,307,212)
<u>520 EXPENSES:</u>						
Capital Projects	2,901,478	5,120,202	6,036,961	1,292,780	1,812,990	(3,307,212)
Franchise Fee	94,688	88,589	88,589	63,254	88,589	-
Total Expenses	2,996,166	5,208,791	6,125,550	1,356,034	1,901,579	(3,307,212)
Revenues Over/(Under) Expenditures	(949,670)	-	(1,124,362)	23,060	-	-
Beginning Fund Balance	4,496,515	3,546,845	3,546,845	3,546,845	3,546,845	-
Ending Fund Balance	3,546,845	3,546,845	2,422,483	3,569,905	3,546,845	-

Solid Waste Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>230 REVENUES:</u>						
Landfill Fees	1,703,639	1,635,250	1,635,250	1,291,094	1,732,109	96,859
Leases	614,271	611,322	611,322	403,536	614,672	3,350
Interest	225,527	192,583	192,583	178,974	234,557	41,974
Total Revenues	2,543,437	2,439,155	2,439,155	1,873,604	2,581,338	142,183
<u>230 EXPENSES:</u>						
Personnel	341,037	352,269	352,269	177,616	339,934	(12,335)
Operations & Maintenance	469,106	709,833	1,268,533	817,682	755,915	46,082
Legal Notices	299	300	300	-	300	-
Transfers Out	1,718,098	1,057,112	1,058,720	757,261	1,098,220	41,108
Capital	115,565	319,641	319,641	6,971	386,969	67,328
Total Expenses	2,644,105	2,439,155	2,999,463	1,759,530	2,581,338	142,183
Revenues Over/(Under) Expenditures	(100,668)	-	(560,308)	114,074	-	-
Beginning Fund Balance	5,785,363	5,684,695	5,684,695	5,684,695	5,124,387	(560,308)
Ending Fund Balance	5,684,695	5,684,695	5,124,387	5,798,769	5,124,387	(560,308)

Stormwater Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>240 REVENUES:</u>						
Stormwater Fee	3,160,415	3,130,000	3,130,000	2,294,130	3,161,000	31,000
Transfers In	135,000	135,000	135,000	90,000	135,000	-
Interest	150,640	125,811	125,811	114,029	138,231	12,420
Other	48,839	70,000	70,000	532	30,000	(40,000)
Total Revenues	3,494,894	3,460,811	3,460,811	2,498,691	3,464,231	3,420
<u>240 EXPENSES:</u>						
Personnel	1,715,801	1,860,938	1,880,938	1,114,357	1,942,885	81,947
Operations & Maintenance	644,114	835,556	1,030,166	664,604	810,149	(25,407)
Legal Notices	-	500	500	-	500	-
Transfers Out	444,725	466,070	472,549	317,502	476,521	10,451
Capital	777,625	297,747	1,129,114	1,032,685	234,176	(63,571)
Total Expenses	3,582,265	3,460,811	4,513,267	3,129,148	3,464,231	3,420
Revenues Over/(Under) Expenditures	(87,371)	-	(1,052,456)	(630,457)	-	-
Beginning Fund Balance	3,864,306	3,776,935	3,776,935	3,776,935	2,724,479	(1,052,456)
Ending Fund Balance	3,776,935	3,776,935	2,724,479	3,146,478	2,724,479	(1,052,456)

Airport Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>220 REVENUES:</u>						
Leases/Rentals	1,130,128	1,298,489	1,298,489	907,740	1,646,561	348,072
Concessions	370,569	433,074	433,074	276,843	436,785	3,711
Landing Fees	66,945	68,016	68,016	42,926	63,978	(4,038)
Interest	38,004	35,794	35,794	26,228	29,946	(5,848)
Other	30,745	41,418	41,418	20,113	28,126	(13,292)
Total Revenues	1,636,391	1,876,791	1,876,791	1,273,850	2,205,396	328,605
<u>220 EXPENSES:</u>						
Personnel	743,462	986,759	1,029,165	626,213	1,033,535	46,776
Operations & Maintenance	1,104,533	726,118	726,406	393,807	767,610	41,492
Legal Notices	1,380	3,500	3,500	881	3,500	-
Transfers Out	125,242	127,261	150,910	93,199	115,874	(11,387)
Capital	42,353	33,153	20,042	19,715	284,877	251,724
Total Expenses	2,016,970	1,876,791	1,930,023	1,133,815	2,205,396	328,605
Revenues Over/(Under) Expenditures	(380,579)	-	(53,232)	140,035	-	-
Beginning Fund Balance	1,202,281	821,702	821,702	821,702	821,702	-
Ending Fund Balance	821,702	821,702	768,470	961,737	821,702	-

Airport Passenger Facility Charges (PFC) Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>529 REVENUES:</u>						
Passenger Facility Charges	185,062	246,130	246,130	129,325	197,550	(48,580)
Interest	37,244	32,135	32,135	28,361	34,772	2,637
Total Revenues	222,306	278,265	278,265	157,686	232,322	(45,943)
<u>529 EXPENSES:</u>						
Transfer to Capital Fund	-	-	295,606	26,966	-	-
Debt Service	150,000	150,000	150,000	100,000	150,000	-
Miscellaneous	73,112	128,265	116,317	5,348	82,322	(45,943)
Total Expenses	223,112	278,265	561,923	132,314	232,322	(45,943)
Revenues Over/(Under) Expenditures	(806)	-	(283,658)	25,372	-	-
Beginning Fund Balance	942,144	941,338	941,338	941,338	941,338	-
Ending Fund Balance	941,338	941,338	657,680	966,710	941,338	-

State Office Buildings Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>201 REVENUES:</u>						
Rental Income	1,209,052	1,211,178	1,211,178	808,463	1,221,000	9,822
Interest	41,296	34,611	34,611	33,235	44,699	10,088
Other	-	100,000	100,000	36,401	100,000	-
Total Revenues	1,250,348	1,345,789	1,345,789	878,099	1,365,699	19,910
<u>201 EXPENSES:</u>						
Personnel	130,041	132,255	132,255	87,396	138,994	6,739
Operations & Maintenance	406,460	408,078	406,078	310,591	415,792	7,714
Transfers Out	441,382	475,410	475,410	316,940	710,913	235,503
Capital	127,114	330,046	394,419	252,052	100,000	(230,046)
Total Expenses	1,104,997	1,345,789	1,408,162	966,979	1,365,699	19,910
Revenues Over/(Under) Expenditures	145,351	-	(62,373)	(88,880)	-	-
Beginning Fund Balance	919,258	1,064,609	1,064,609	1,064,609	1,002,236	(62,373)
Ending Fund Balance	1,064,609	1,064,609	1,002,236	975,729	1,002,236	(62,373)

Texas Bank Sports Complex Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>203 REVENUES:</u>						
Program Fees	37,038	105,100	105,100	10,150	105,100	-
Transfers In	847,014	867,598	867,598	578,398	862,025	(5,573)
Interest	29,202	17,674	17,674	21,498	23,766	6,092
Other	67,300	85,975	85,975	22,962	85,975	-
Total Revenues	\$ 980,554	\$ 1,076,347	\$ 1,076,347	\$ 633,008	\$ 1,076,866	\$ 519
<u>203 EXPENSES:</u>						
Personnel	463,722	503,948	503,948	332,428	530,604	26,656
Operations & Maintenance	469,404	572,399	668,316	265,762	546,262	(26,137)
Transfers Out	-	-	1,315	877	-	-
Capital	-	-	252,413	170,276	-	-
Total Expenses	\$ 933,126	\$ 1,076,347	\$ 1,425,992	\$ 769,343	\$ 1,076,866	\$ 519
Revenues Over/(Under) Expenditures	47,428	-	(349,645)	(136,335)	-	-
Beginning Fund Balance	694,245	741,673	741,673	741,673	392,028	(349,645)
Ending Fund Balance	\$ 741,673	\$ 741,673	\$ 392,028	\$ 605,338	\$ 392,028	\$ (349,645)

Civic Events Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
410 REVENUES:						
Hotel Occupancy Tax (Transfer In)	1,610,182	1,008,050	1,532,623	1,021,749	1,189,027	180,977
Facility Use Fee ⁽¹⁾	133,096	140,025	140,025	125,511	122,000	(18,025)
Coliseum Revenue	179,695	189,000	189,000	111,666	40,000	(149,000)
Convention Center Revenue	187,470	202,900	202,900	146,442	202,900	-
River Stage Revenue	14,438	31,000	31,000	8,665	31,000	-
Pavilion Revenue	9,105	14,850	14,850	3,094	14,850	-
Pecan Creek Revenue	11,840	30,650	30,650	6,333	30,650	-
Interest	42,186	36,770	36,770	44,126	51,669	14,899
Other	35,587	65,400	65,400	23,172	50,400	(15,000)
Total Revenues	\$ 2,223,599	\$ 1,718,645	\$ 2,243,218	\$ 1,490,758	\$ 1,732,496	\$ 13,851
410 EXPENSES:						
Personnel	783,197	883,452	876,452	544,177	902,393	18,941
Operations & Maintenance	690,697	535,009	557,205	435,311	538,781	3,772
Legal Notices	-	-	550	218	-	-
Transfers Out	149,153	160,159	161,916	107,944	169,322	9,163
Capital	203,263	-	1,087,772	570,497	-	-
Total Expenditures	\$ 1,826,310	\$ 1,578,620	\$ 2,683,895	\$ 1,658,147	\$ 1,610,496	\$ 31,876
Restricted Revenue ⁽¹⁾	133,096	140,025	179,844	165,330	122,000	(18,025)
Revenues Over/ (Under) Expenditures	264,193	-	(620,521)	(332,719)	-	-
Beginning Fund Balance	1,260,798	1,524,991	1,524,991	1,524,991	1,665,016	140,025
Ending Fund Balance	\$ 1,524,991	\$ 1,665,016	\$ 1,084,314	\$ 1,357,602	\$ 1,787,016	\$ 122,000

⁽¹⁾Beginning in FY21, City Council restricted the facility use fee revenue to fund balance for future capital improvements.

Fort Concho Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>420 REVENUES:</u>						
Venue Rentals	339,624	362,793	362,793	209,507	369,750	6,957
General Fund Transfer In	433,107	445,600	445,600	297,067	328,279	(117,321)
Other Transfers In	468,117	503,180	503,180	335,453	770,007	266,827
Interest	29,765	29,738	29,738	22,087	28,237	(1,501)
Other	20,550	21,650	46,650	41,508	69,150	47,500
Total Revenues	\$ 1,291,163	\$ 1,362,961	\$ 1,387,961	\$ 905,622	\$ 1,565,423	\$ 202,462
<u>420 EXPENSES:</u>						
Personnel	920,221	968,568	993,568	614,198	1,115,425	146,857
Operations & Maintenance	389,762	391,393	391,123	277,767	446,998	55,605
Legal Notices	622	-	-	-	-	-
Capital	4,167	3,000	26,069	24,204	3,000	-
Total Expenses	\$ 1,314,772	\$ 1,362,961	\$ 1,410,760	\$ 916,169	\$ 1,565,423	\$ 202,462
Revenues Over/(Under) Expenditures	(23,609)	-	(22,799)	(10,547)	-	-
Beginning Fund Balance	793,337	769,728	769,728	769,728	746,929	(22,799)
Ending Fund Balance	\$ 769,728	\$ 769,728	\$ 746,929	\$ 759,181	\$ 746,929	\$ (22,799)

Fairmount Cemetery Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>440 REVENUES:</u>						
Charges for Service	349,053	382,400	382,400	222,110	404,400	22,000
Columbarium	11,790	33,000	33,000	15,640	33,000	-
Trust Income	63,327	50,000	50,000	47,438	65,000	15,000
General Fund Transfer In	120,543	85,211	680,211	453,474	95,683	10,472
Interest	9,453	6,739	6,739	3,827	6,714	(25)
Other	-	5,000	5,000	-	5,000	-
Total Revenues	\$ 554,166	\$ 562,350	\$ 1,157,350	\$ 742,489	\$ 609,797	\$ 47,447
<u>440 EXPENSES:</u>						
Personnel	384,717	388,063	388,063	269,990	429,551	41,488
Operations & Maintenance	108,256	118,119	168,417	155,012	138,646	20,527
Transfers Out	-	-	209	139	-	-
Columbarium	36,040	26,600	26,600	13,030	31,600	5,000
Legal Notices	-	-	-	-	10,000	10,000
Capital	10,560	29,568	760,811	589,603	-	(29,568)
Total Expenses	\$ 539,573	\$ 562,350	\$ 1,344,100	\$ 1,027,774	\$ 609,797	\$ 47,447
Revenues Over/(Under) Expenditures	14,593	-	(186,750)	(285,285)	-	-
Beginning Fund Balance	243,416	258,009	258,009	258,009	71,259	(186,750)
Ending Fund Balance	\$ 258,009	\$ 258,009	\$ 71,259	\$ (27,276)	\$ 71,259	\$ (186,750)

Intergovernmental Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
103 REVENUES:						
Transportation Grant	231,326	253,646	553,693	2,980	374,999	121,353
Neighborhood & Family Services	187,010	20,000	13,504	13,504	-	(20,000)
Streets Grant	211,177	-	188,823	-	-	-
Airport Grants	100,000	100,000	100,000	-	100,000	-
Park Improvement Grants	18,417	-	240,000	-	-	-
Nutrition Program Revenue	257,068	158,945	158,945	95,526	158,945	-
Health Department Grants	224,147	222,940	225,110	131,699	198,491	(24,449)
Environmental Health Grant	147,974	145,724	445,082	93,553	145,724	-
Women, Infant, and Children Program	1,247,261	1,084,515	1,084,515	428,221	971,670	(112,845)
Police Grants	36,073	-	85,601	62,783	-	-
Fire Grants	3,735,051	3,717,217	3,853,944	416,903	3,717,217	-
Emergency Management Grant	164,874	157,374	157,374	146,327	157,374	-
Non-Departmental Grants	-	-	-	-	-	-
Lake Nasworthy Improvements	-	-	187,500	-	-	-
Transfers In	403,888	270,402	25,669,283	2,198,855	270,402	-
Interest	369,570	-	-	310,604	-	-
Total Revenue	\$ 7,333,836	\$ 6,130,763	\$ 32,963,374	\$ 3,900,955	\$ 6,094,822	\$ (35,941)

103 EXPENSES:

Transportation Grant	210,123	232,076	528,123	153,629	360,351	128,275
Neighborhood & Family Services Grants	900	-	-	-	-	-
Streets Grant	323,078	-	22,999,253	238,923	-	-
Airport Grants	117,036	111,112	145,337	110,414	111,112	-
Park Improvement Grants	-	-	281,582	40,057	-	-
Nutrition Program	306,061	308,392	316,826	241,896	308,392	-
Health Department Grants	419,658	368,664	1,370,918	320,270	344,215	(24,449)
Women, Infant, and Children Program	1,142,381	976,063	976,063	544,228	863,218	(112,845)
Police Grants	37,306	-	2,078,694	2,078,694	-	-
Fire Grants	3,669,153	3,717,217	5,978,796	1,789,451	3,717,217	-
Emergency Management Grant	225,290	256,866	276,919	135,343	256,866	-
Non-Departmental Grants	639,158	-	7,551,415	7,603,969	-	-
Lake Nasworthy Improvements	-	-	250,000	249,851	-	-
Operations Grants	-	-	151,890	151,890	-	-
Legal Notices	4,236	4,000	8,750	5,702	6,000	2,000
Transfers Out	1,155,682	156,373	209,475	146,577	127,451	(28,922)
Total Expenditures	\$ 8,250,062	\$ 6,130,763	\$ 43,124,041	\$ 13,810,894	\$ 6,094,822	\$ (35,941)
Revenues Over/(Under) Expenditures	(916,226)	-	(10,160,667)	(9,909,939)	-	-
Beginning Fund Balance	13,250,179	12,333,953	12,333,953	12,333,953	2,173,286	(10,160,667)
Ending Fund Balance	\$ 12,333,953	\$ 12,333,953	\$ 2,173,286	\$ 2,424,014	\$ 2,173,286	\$ (10,160,667)

Community Development Block Grant Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>453 REVENUES:</u>						
Grant Income	710,255	669,802	737,768	210,944	641,137	(28,665)
Rehab Loans	777	6,000	6,000	507	2,000	(4,000)
Other	10,430	-	13,613	18,521	-	-
Total Revenues	\$ 721,462	\$ 675,802	\$ 757,381	\$ 229,972	\$ 643,137	\$ (32,665)
<u>453 EXPENSES:</u>						
Personnel	210,699	214,772	214,772	170,919	208,103	(6,669)
Operations and Maintenance	42,329	30,288	52,546	28,941	10,524	(19,764)
Legal Notices	2,076	3,300	3,300	330	-	(3,300)
Debt Service	130,597	127,430	127,430	10,215	124,209	
Transfers Out	362,698	300,012	367,978	313,052	300,301	289
Capital	260	-	-	-	-	-
Total Expenses	\$ 748,659	\$ 675,802	\$ 766,026	\$ 523,457	\$ 643,137	\$ (29,444)
Revenues Over/(Under) Expenditures	(27,197)	-	(8,645)	(293,485)	-	-
Beginning Fund Balance	332,690	305,493	305,493	305,493	305,493	-
Ending Fund Balance	\$ 305,493	\$ 305,493	\$ 296,848	\$ 12,008	\$ 305,493	\$ -

HOME Program Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>483 REVENUES:</u>						
Grant Income	316,758	249,133	423,695	62,957	243,258	(5,875)
Loan Payments	-	8,000	8,000	-	6,000	(2,000)
Sale of Property	38,407	38,412	38,412	25,605	38,412	-
Other	37,669	-	-	7,353	-	-
Transfers In	740,781	30,135	191,946	3,892	13,385	(16,750)
Total Revenues	\$ 1,133,615	\$ 325,680	\$ 662,053	\$ 99,807	\$ 301,055	\$ (24,625)
<u>483 EXPENSES:</u>						
HOME Grant Urban Redevelopment	53,799	92,778	96,096	48,491	22,996	(69,782)
MHMR Contribution	62,444	64,000	64,000	64,000	49,000	(15,000)
Homebuyers Assistance	121,628	8,538	230,026	25,436	55,332	46,794
Galilee CDC	151,000	105,620	105,620	105,620	171,797	66,177
Bradford Storm Repair	190,128	-	-	-	-	-
Animal Services	21,647	-	-	-	-	-
Homeless Veterans ARPA Grant	335,275	50,244	140,177	123,660	-	-
Legal Notices	1,444	4,500	4,500	539	1,930	-
Rent/Mortgage Assita	219,275	-	21,634	11,415	-	-
Transfers Out	-	-	1,188	792	-	-
Total Expenses	\$ 1,156,640	\$ 325,680	\$ 663,241	\$ 379,953	\$ 301,055	\$ 28,189
Revenues Over/(Under) Expenditures	(23,025)	-	(1,188)	(280,146)	-	-
Beginning Fund Balance	160,446	137,421	137,421	137,421	137,421	-
Ending Fund Balance	\$ 137,421	\$ 137,421	\$ 136,233	\$ (142,725)	\$ 137,421	\$ -

Designated Revenue Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>601 REVENUES:</u>						
Donations	117,528	42,600	61,900	54,577	41,100	(1,500)
Riverfest	-	30,000	30,000	-	30,000	-
Auditorium	47,402	-	-	27,708	-	-
Interest	19,017	-	-	13,388	-	-
Total Revenue	\$ 183,947	\$ 72,600	\$ 91,900	\$ 95,673	\$ 71,100	\$ (1,500)
<u>601 EXPENSES:</u>						
Departmental Projects	303,070	42,600	444,569	44,211	41,100	(1,500)
Riverfest	-	30,000	22,798	84	30,000	-
Total Expenses	\$ 303,070	\$ 72,600	\$ 467,367	\$ 44,295	\$ 71,100	\$ (1,500)
Revenues Over/(Under) Expenditures	(119,123)	-	(375,467)	51,378	-	-
Beginning Fund Balance	543,072	423,949	423,949	423,949	48,482	(375,467)
Ending Fund Balance	\$ 423,949	\$ 423,949	\$ 48,482	\$ 475,327	\$ 48,482	\$ (375,467)

Restricted Revenue Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
Communications- PEG Fees						
Revenues	156,847	170,000	170,000	97,899	170,000	-
Expenditures	70,955	170,000	737,969	50,263	170,000	-
Revenue Over/(Under) Expenditures	85,892	-	(567,969)	47,636	-	-
Municipal Court						
Revenues	261,545	294,900	294,900	167,698	286,100	(8,800)
Ependitures	254,252	294,900	1,810,634	199,910	286,100	31,848
Revenue Over/(Under) Expenditures	7,293	-	(1,515,734)	(32,212)	-	(40,648)
Crossing Guards						
Revenues	91,182	148,763	148,763	114,192	148,763	-
Ependitures	123,299	148,763	485,873	87,903	148,763	-
Revenue Over/(Under) Expenditures	(32,117)	-	(337,110)	26,289	-	-
Opioid Settlement						
Revenues	32,765	-	159,844	159,846	-	-
Ependitures	41,216	-	228,769	97,566	-	-
Revenue Over/(Under) Expenditures	(8,451)	-	(68,925)	62,280	-	-
Police						
Revenues	71,149	45,800	45,800	44,435	36,500	(9,300)
Ependitures	63,176	45,800	96,691	65,812	36,500	(9,300)
Revenue Over/(Under) Expenditures	7,973	-	(50,891)	(21,377)	-	-
Fire Prevention						
Revenues	2,192	1,000	1,000	2,197	1,000	-
Expenditures	1,947	1,000	1,245	105	1,000	-
Revenue Over/(Under) Expenditures	245	-	(245)	2,092	-	-
Miscellaneous						
Interest Income	99,163	-	-	79,285	-	-
Total Revenues	\$ 714,843	\$ 660,463	\$ 820,307	\$ 665,552	\$ 642,363	\$ (18,100)
Total Expenses	\$ 554,845	\$ 660,463	\$ 3,361,181	\$ 501,559	\$ 642,363	\$ (18,100)
Revenues Over/(Under) Expenditures	159,998	-	(2,540,874)	163,993	-	-
Beginning Fund Balance	2,390,785	2,550,783	2,550,783	2,550,783	2,550,783	-
Ending Fund Balance	\$ 2,550,783	\$ 2,550,783	\$ 9,909	\$ 2,714,776	\$ 2,550,783	\$ -

Hotel Occupancy Tax Fund

Financial Summary Financia Financia Financia Financia Financia Financia

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
605 REVENUES:						
Hotel Occupancy Tax	3,107,306	2,943,995	2,943,995	1,970,705	2,945,035	1,040
Interest	348,394	114,985	114,985	103,596	140,811	25,826
Total Revenues	\$ 3,455,700	\$ 3,058,980	\$ 3,058,980	\$ 2,074,301	\$ 3,085,846	\$ 26,866
605 EXPENSES:						
San Angelo Performing Arts Center	-	50,000	100,000	50,000	50,000	-
Destination Marketing Organization	950,000	950,000	950,000	950,000	950,000	-
San Angelo Cultural Affairs Council	-	72,000	72,000	70,000	75,003	3,003
Downtown San Angelo	75,000	100,000	100,000	100,000	100,000	-
San Angelo Museum of Fine Arts	50,000	50,000	50,000	-	50,000	-
Water Lily Garden	-	25,000	73,143	22,500	25,000	-
Art in Uncommon Places	25,000	50,000	50,000	50,000	50,000	-
Railway Museum	25,000	25,000	25,000	25,000	25,000	-
Concho River Wayfinding Project	-	-	236,000	-	-	-
Concho Christmas Celebration	-	-	200,000	200,000	100,000	100,000
Transfer to Fort Concho	50,000	53,000	53,000	35,333	90,000	37,000
Transfer to Civic Events	1,610,182	1,008,050	1,532,623	1,021,749	1,189,027	180,977
Transfer to Sports Complex	50,000	50,000	50,000	33,333	200,000	150,000
Short-term Rentals software	-	-	24,098	24,097	-	-
Audit Fees	20,019	-	20,315	20,316	-	-
Total Expenses	\$ 2,855,201	\$ 2,433,050	\$ 3,536,179	\$ 2,602,328	\$ 2,904,030	\$ 470,980
Revenues Over/(Under) Expenditures	600,499	625,930	(477,199)	(528,027)	181,816	(444,114)
Beginning Fund Balance	2,757,711	3,358,210	3,358,210	3,358,210	3,984,140	625,930
Ending Fund Balance	\$ 3,358,210	\$ 3,984,140	\$ 2,881,011	\$ 2,830,183	\$ 4,165,956	\$ 181,816

Keep San Angelo Beautiful Fund

Financial Summary

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>625 REVENUES:</u>						
Transfers From Solid Waste	110,000	110,000	110,000	73,333	110,000	-
Interest on Investments	-	-	-	-	976	976
Total Revenues	110,000	110,000	110,000	73,333	110,976	976
<u>625 EXPENSES:</u>						
Personnel	90,879	96,272	96,272	85,560	92,223	(4,049)
Operations & Maintenance	16,302	11,228	24,548	21,290	11,632	404
Contingencies	2,357	2,500	11,631	-	7,121	4,621
Total Expenses	109,538	110,000	132,451	106,850	110,976	976
Revenues Over/(Under) Expenditures	462	-	(22,451)	(33,517)	-	-
Beginning Fund Balance	26,031	26,493	26,493	26,493	4,042	(22,451)
Ending Fund Balance	26,493	26,493	4,042	(7,024)	4,042	(22,451)

Fleet Services Fund

Financial Summary Financia Financia Financia Financia Financia Financia

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>301 REVENUES:</u>						
Gas and Oil	2,114,354	3,192,759	3,192,759	1,167,188	3,181,915	(10,844)
Materials & Labor	3,109,209	3,272,363	3,272,363	1,897,152	4,145,436	873,073
Rent	120,000	-	-	-	-	-
Other	12,547	3,000	3,000	4,194	3,000	-
Interest	45,311	50,173	50,173	42,509	58,643	8,470
Total Revenues	\$ 5,401,421	\$ 6,518,295	\$ 6,518,295	\$ 3,111,043	\$ 7,388,994	\$ 870,699
<u>301 EXPENSES:</u>						
Personnel	1,137,115	1,247,631	1,247,631	803,577	1,496,951	249,320
Operations & Maintenance	4,148,529	5,138,213	5,257,543	4,045,376	5,239,021	100,808
Legal Notices	862	1,000	1,000	254	1,000	-
Capital	71,286	131,451	298,741	210,599	652,022	520,571
Transfer Out	-	-	5,468	3,645	-	-
Total Expenses	\$ 5,357,792	\$ 6,518,295	\$ 6,810,383	\$ 5,063,451	\$ 7,388,994	\$ 870,699
Revenues Over/(Under) Expenditures	43,629	-	(292,088)	(1,952,408)	-	-
Beginning Fund Balance	1,336,879	1,380,508	1,380,508	1,380,508	1,088,420	(292,088)
Ending Fund Balance	\$ 1,380,508	\$ 1,380,508	\$ 1,088,420	\$ (571,900)	\$ 1,088,420	\$ (292,088)

Information Technology Service Fund

Financial Summary Financia Financia Financia Financia Financia Financia

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>305 REVENUES:</u>						
Charges for Services	1,135,497	1,953,988	2,028,988	1,385,141	2,261,111	307,123
Interest	11,194	6,972	6,972	9,717	12,298	5,326
Total Revenues	\$ 1,146,691	\$ 1,960,960	\$ 2,035,960	\$ 1,394,858	\$ 2,273,409	\$ 312,449
<u>305 EXPENSES:</u>						
Personnel	129,250	695,973	695,973	440,258	731,026	35,053
Radio	39,880	29,021	21,696	17,456	6,172	(22,849)
Communications Network	206,799	166,705	199,599	154,493	347,272	180,567
Cell Phones	405,433	512,213	513,001	314,371	348,108	(164,105)
Systems and Software	124,738	431,214	505,426	432,473	701,218	270,004
Technology Capital	89,927	125,834	141,456	86,773	139,613	13,779
Total Expenses	\$ 996,027	\$ 1,960,960	\$ 2,077,151	\$ 1,445,824	\$ 2,273,409	\$ 312,449
Revenues Over/(Under) Expenditures	\$ 150,664	\$ -	\$ (41,191)	\$ (50,966)	\$ -	\$ -
Beginning Fund Balance	190,845	341,509	341,509	341,509	300,318	(41,191)
Ending Fund Balance	\$ 341,509	\$ 341,509	\$ 300,318	\$ 290,543	\$ 300,318	\$ (41,191)

Health Insurance Fund

Financial Summary Financia Financia Financia Financia Financia Financia

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
Clinic Operations						
310 REVENUES:						
Reimbursed Expenditures	73,516	96,000	96,000	101,054	96,000	-
Revenues	\$ 73,516	\$ 96,000	\$ 96,000	\$ 101,054	\$ 96,000	\$ -
310 EXPENSES:						
Operating Costs	207,260	214,358	214,358	167,074	214,268	(90)
Expenses	\$ 207,260	\$ 214,358	\$ 214,358	\$ 167,074	\$ 214,268	\$ (90)
Rev over/(under) expenditure	\$ (133,744)	\$ (118,358)	\$ (118,358)	\$ (66,020)	\$ (118,268)	\$ 90
Insurance						
310 REVENUES:						
Stop loss Reimbursment	10,185	70,000	70,000	10,000	70,000	-
City Contribution- Employee Premiums	6,191,139	6,331,770	7,178,708	4,136,826	7,160,640	828,870
City Contribution- Retiree Premiums	1,942,293	2,198,646	2,198,646	1,297,735	2,243,583	44,937
Retiree Premiums	1,057,295	1,010,340	1,010,340	694,940	1,010,340	-
Employee/Dependent Premiums	1,473,880	2,380,921	2,380,921	1,619,224	2,380,921	-
Cobra/Other Premiums	115,376	159,588	159,588	84,965	159,588	-
Transfers In	-	-	624,420	416,280	-	-
Interest Income	43,288	49,125	49,125	4,966	49,125	-
Revenues	\$ 10,833,456	\$ 12,200,390	\$ 13,671,748	\$ 8,264,936	\$ 13,074,197	\$ 873,807
310 EXPENSES:						
Professional Services	48,000	58,000	58,000	48,000	58,000	-
Stop Loss Premiums	1,578,483	2,240,842	1,660,642	1,201,863	2,240,842	-
Insurance Premiums	13,011	777,600	777,600	772,551	777,600	-
Retiree Insurance Premiums	1,192,751	1,197,600	1,727,600	1,170,600	1,242,760	45,160
Wellness Program	88,184	150,000	150,000	10,007	150,000	-
Health Plan Claims	8,080,932	6,900,739	7,797,677	7,597,609	7,706,277	805,538
Health Plan Admin Fee	480,325	485,576	485,576	355,995	485,576	-
Administration	250,219	271,675	271,875	206,319	294,874	23,199
Expenses	\$ 11,731,905	\$ 12,082,032	\$ 12,928,970	\$ 11,362,944	\$ 12,955,929	\$ 873,897
310 Total Revenues	\$ 10,906,972	\$ 12,296,390	\$ 13,767,748	\$ 8,365,990	\$ 13,170,197	\$ 873,807
310 Total Expenses	\$ 11,939,165	\$ 12,296,390	\$ 13,143,328	\$ 11,530,018	\$ 13,170,197	\$ 873,807
Revenues Over/(Under) Expenditures	(1,032,193)	-	624,420	(3,164,028)	-	-
Beginning Fund Balance	1,305,351	273,158	273,158	273,158	897,578	624,420
Ending Fund Balance	\$ 273,158	\$ 273,158	\$ 897,578	\$ (2,890,870)	\$ 897,578	\$ 624,420

Property/Casualty Insurance Fund

Financial Summary Financia Financia Financia Financia Financia Financia

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>320 REVENUES:</u>						
Premium Contributions	1,821,762	2,109,900	2,109,900	1,421,359	2,245,122	135,222
Insurance Proceeds	211,825	112,395	112,395	420,860	99,394	(13,001)
Interest Income	7,516	24,779	24,779	9,606	27,422	2,643
Total Revenues	\$ 2,041,103	\$ 2,247,074	\$ 2,247,074	\$ 1,851,825	\$ 2,371,938	\$ 124,864
<u>320 EXPENSES:</u>						
Personnel	212,200	231,356	231,856	184,311	217,878	(13,478)
Insurance Premiums	994,589	1,058,887	1,058,887	1,051,883	1,188,999	130,112
Claims Management	1,350	39,000	39,000	19,450	39,000	-
Self-Insurance Claims	819,375	554,687	904,666	547,429	604,134	49,447
Capital	1,881	363,144	58,544	-	321,927	(41,217)
Legal Notices	-	-	600	-	-	-
Transfers Out	-	-	704	469	-	-
Total Expenses	\$ 2,029,395	\$ 2,247,074	\$ 2,294,257	\$ 1,803,542	\$ 2,371,938	\$ 124,864
Revenues Over/(Under) Expenditures	11,708	-	(47,183)	48,283	-	-
Beginning Fund Balance	651,543	663,251	663,251	663,251	616,068	(47,183)
Ending Fund Balance	\$ 663,251	\$ 663,251	\$ 616,068	\$ 711,534	\$ 616,068	\$ (47,183)

Workers' Compensation Insurance Fund

Financial Summary Financia Financia Financia Financia Financia Financia

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
<u>330 REVENUES:</u>						
Premium Contributions	2,058,851	2,040,000	2,040,000	1,517,630	2,040,000	-
Insurance Recovery	24,983	2,258	2,258	6,442	2,258	-
Interest Income	121,193	105,866	105,866	114,436	105,866	-
Total Revenues	\$ 2,205,027	\$ 2,148,124	\$ 2,148,124	\$ 1,638,508	\$ 2,148,124	\$ -
<u>330 EXPENSES:</u>						
Prior Years' Indemnity	177,011	150,000	150,000	54,714	150,000	-
Prior Years' Medical	415,383	350,000	350,000	173,852	350,000	-
Current Medical	289,499	240,000	240,000	224,633	886,337	646,337.00
Insurance Premiums	266,498	409,502	409,502	258,057	397,894	(11,608.00)
Administration	261,341	998,622	998,622	217,855	363,893	(634,729.00)
Total Expenses	\$ 1,409,732	\$ 2,148,124	\$ 2,148,124	\$ 929,111	\$ 2,148,124	\$ -
Revenues Over/(Under) Expenditures	795,295	-	-	709,397	-	-
Beginning Fund Balance	2,783,692	3,578,987	3,578,987	3,578,987	3,578,987	-
Ending Fund Balance	\$ 3,578,987	\$ 3,578,987	\$ 3,578,987	\$ 4,288,384	\$ 3,578,987	\$ -

Development Corp: Economic Development Fund

Financial Summary

	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
700 REVENUES:						
Sales and Use Tax	3,426,523	3,348,558	3,348,558	2,399,838	3,563,739	215,181
Interest on Investments	784,908	406,500	406,500	252,900	379,674	(26,826)
Lease Income	17,005	20,010	20,010	9,265	20,010	-
Misc. Income	50	450	450	-	450	-
Property Sales	392,395	-	-	437,363	-	-
Total Revenues	4,620,881	3,775,518	3,775,518	3,099,366	3,963,873	188,355
700 EXPENSES:						
Operations & Maintenance	77,138	116,296	116,146	72,033	118,850	2,554
Partner Affiliations	78,797	86,250	86,250	56,047	86,250	-
COSADC Staff	242,393	379,374	379,374	126,457	397,642	18,268
City Services	199,714	176,927	176,927	88,464	188,743	11,816
Industrial Park Ops & Maint.	9,901	24,282	24,282	15,704	31,782	7,500
Marketing-Chamber of Commerce	262,500	262,500	262,500	262,500	587,845	325,345
Advertising	47,349	32,700	83,799	73,800	32,700	-
Legal Notices	2,877	4,500	5,002	1,800	4,500	-
Building Maintenance/Utilities	62,992	100,076	105,576	96,765	122,766	22,690
Capital	33,827	40,000	1,824,927	392,625	35,000	(5,000)
Business Factory	29,860	127,652	228,005	103,295	127,652	-
Future Projects	-	2,424,961	1,086,366	-	2,230,143	(194,818)
Project Account	3,783,524	-	4,435,070	1,366,521	-	-
Total Expenditures	4,830,872	3,775,518	8,814,224	2,656,011	3,963,873	188,355
Revenues Over/(Under) Expenditures	(209,991)	-	(5,038,706)	443,355	-	-
Unreserved Beginning Fund Balance	12,466,234	12,256,243	12,256,243	12,256,243	12,256,243	-
Unreserved Ending Fund Balance	12,256,243	12,256,243	7,217,537	12,699,598	12,256,243	-

Development Corp: Ballot Fund

Financial Summary Financia Financia Financia Financia

Description	FY 2024 Actual	FY 2025 Original Budget	FY 2025 Revised Budget	FY 2025 YTD as of May	FY 2026 Draft Budget	Inc / (Dec) from FY25
711 REVENUES:						
Sales and Use Tax	8,927,310	8,610,576	8,610,576	6,171,012	9,163,900	553,324
Interest	547,361	411,000	411,000	378,648	397,526	(13,474)
Total Revenues	\$ 9,474,671	\$ 9,021,576	\$ 9,021,576	\$ 6,549,660	\$ 9,561,426	\$ 539,850
711 EXPENSES:						
City Services	34,105	34,105	34,105	17,053	34,105	-
Ballot Projects Debt Service	2,569,038	2,565,600	2,565,600	(334,400)	1,243,900	(1,321,700)
Affordable Housing	415,063	335,000	619,687	613,836	335,000	-
Long Term Water Supply	3,398,959	3,658,020	3,658,020	3,179,010	3,658,020	-
Future Projects	-	2,428,851	2,428,851	2,428,851	4,290,401	1,861,550
Total Expenditures	\$ 6,417,165	\$ 9,021,576	\$ 9,306,263	\$ 5,904,350	\$ 9,561,426	\$ 539,850
Revenues Over/(Under) Expenditures	\$ 3,057,506	\$ -	\$ (284,687)	\$ 645,310	\$ -	\$ -
Unreserved Beginning Fund Balance	9,473,712	12,531,218	12,531,218	12,531,218	12,531,218	-
Unreserved Ending Fund Balance	\$ 12,531,218	\$ 12,531,218	\$ 12,246,531	\$ 13,176,528	\$ 12,531,218	\$ -

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: August 19, 2025

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2025-2026 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated website; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

This item is the first public hearing and introduction of the ordinance to levy property taxes for the tax year 2025. The ordinance sets the total tax rate of 0.79470 per \$100 valuation and establishes that taxes are delinquent on February 1, 2026. No changes are proposed to the existing exemptions, including continuing the 20% homestead exemption available to property owners on their primary residence. The tax rate also remains under the 3.5% cap calculated by the truth and taxation worksheet.

The overall tax rate is proposed to increase from the prior year's tax rate by 0.04030 per \$100 valuation. The proposed tax rate will be applied as follows:

For maintenance and operations in the General Fund: 0.62380

For maintenance and operations in the Street Infrastructure fund: 0.00720

To pay annual interest and maturities and create debt service funding to discharge outstanding bonded indebtedness of the City of San Angelo: 0.16370

The total tax rate for the aforementioned purposes is: 0.79470

This year's proposed tax rate does exceed the no-new-revenue tax rate, but does not exceed the voter-approved tax rate. The associated additional notices and actions are required for this ordinance.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			\$49,296,519
Street Infrastructure Fund			\$568,988
General Debt Service Fund			\$12,936,582

TIRZ (North & South)

\$1,869,897

Financial Impact:

The proposed tax rate for the City of San Angelo will generate the above property tax revenue, providing a 98% collection rate for the respective funds. The TIRZ portion listed above only includes the revenue generated from the City's tax rate. The fund's budget also includes an additional \$1,128,751 contributed by Tom Green County.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|------------------------------|-----------------------------------|
| 1. | 2025-2026 Tax Levy Ordinance | 2025-2026 Tax Levy Ordinance.docx |
|----|------------------------------|-----------------------------------|

Presentation:

Tina Dierschke

Approvals/Reviews:

Jonathan Flores	Created/Initiated
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

AN ORDINANCE FIXING AND LEVYING AD VALOREM TAXES FOR THE CURRENT TAX YEAR FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SAN ANGELO, TEXAS, FOR THE 2025-2026 BUDGET YEAR; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING WHEN THE TAX SHALL BECOME DUE; PROVIDING WHEN THE TAX SHALL BECOME DELINQUENT; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION ON THE CITY-OPERATED WEBSITE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter for the City of San Angelo provides that the City Council at its first meeting in September of each year, or as soon thereafter as practicable, shall levy the annual tax for such year; and,

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of San Angelo, Texas, adopt a tax rate for the next fiscal year by September 30, 2025; and,

WHEREAS, the City Council finds that all public notices have been given and published as required by law for fixing and levying the ad valorem taxes; and,

WHEREAS, the City Council further finds that the taxes for the fiscal year beginning October 1, 2025, and ending September 30, 2026, hereinafter levied therefore are necessary to pay interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City; and,

WHEREAS, the City Council further finds that the tax for the fiscal year beginning October 1, 2025, and ending September 30, 2026, hereinafter levied for purposes of maintenance and operations must be levied to provide for the revenue requirements of the budget for the ensuing fiscal year:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS THAT:

Section One: The following taxes be and are hereby levied for the fiscal year 2025-2026, upon each One Hundred Dollar (\$100) valuation of property subject to taxation in the City of San Angelo for said year:

To pay annual interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City of San Angelo	\$0.16370
For the purposes of maintenance and operations in the General Fund	\$0.62380
For the purpose of maintenance and operations in the Streets Fund	\$0.00720
The total tax rate for the aforementioned purposes is:	<i>\$0.79470</i>

Section Two. This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 3.56 percent and will raise more taxes for maintenance and operations on a \$100,000 home by approximately \$22.46.

Section Three: The taxes levied herein shall be assessed and proper record made thereof, as required by law by the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office and said officers shall collect such taxes and remit the same required by law and this ordinance.

Section Four: All taxes levied and due under this ordinance, plus penalties and interest thereon, shall become a lien upon the property against which the tax is assessed, as provided by City Charter and State law, and the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office, or their designee, are hereby authorized and empowered to enforce the collection of such taxes, penalties and interest according to the Constitution and laws of the State of Texas and the Charter and Ordinances of the City of San Angelo. Penalties and interest collected shall be paid to and credited to the General Fund of the City of San Angelo.

Section Five: Taxes levied under this ordinance shall be due on October 1, 2025, and if not paid as provided by law, shall immediately become delinquent on February 1, 2026.

Section Six: The City hereby affirms the adoption of the following exemptions from taxation of real property:

An individual may claim an exemption from taxation equal to twenty percent (20%) of the appraised value of his/her residence homestead, but not less than five thousand dollars (\$5,000) or the value of the homestead if said value is less than \$5,000.

Section Seven: Should any part, portion, or section of this ordinance be declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining parts, portions or sections of this ordinance, which provisions shall be, remain and continue in full force and effect.

Section Eight: The City Manager or his designee shall cause a copy of this Ordinance, in its entirety, as passed, to be published on the website operated by the City of San Angelo

Section Nine: This ordinance shall become effective on the date Approved and Adopted.

INTRODUCED on the 19th day of August 2025, and APPROVED and ADOPTED on this the 2nd day of September 2025.

YES

NO

CITY OF SAN ANGELO, TEXAS

Tom Thompson, Mayor

Tommy Hiebert, SMD #1

Joe Self, SMD #2

Harry Thomas, SMD #3

Patrick Keely, SMD #4

Karen Hesse Smith, SMD #5

Mary Coffey, SMD #6

ATTEST:

Heather Stastny, City Clerk

Approved as to Content

Approved as to Form

Tina Dierschke, Finance Director

Brandon Dyson, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: August 19, 2025

Item type: Regular Item

Caption:

Consider approving Tax Increment Reinvestment Zone incentive funding for a North TIRZ project located at 216 W. 5th St. totaling \$75,000 to add paving and safety features on site for a gymnasium (Presentation by Planning and Development Services Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

The request is to fund up to \$75,000 for parking and safety improvements for the property at 216 W 5th Street. The property does not have enough available parking so they have secured a parking agreement with a property across the alleyway for additional parking. This project will pave the parking areas, stripe, and add ADA pathways for customers to their property. This also supports other safety elements around the property, such as signage, safety railings and striping on the public road curbing designated parking away from the railroad crossing. The TIRZ Board voted 5-0 in favor of supporting this request on July, 22, 2025

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------------------------|--------------------------------------|
| 1. | 001 FLOORPLAN GYM | 001 FLOORPLAN GYM.pdf |
| 2. | 001 SITE PLAN (1) | 001 SITE PLAN (1).pdf |
| 3. | 216 W 5th Street TIRZ Package 15 | 216 W 5th Street TIRZ Package 15.pdf |
| 4. | 216 W 5th Street TIRZ Package 16 | 216 W 5th Street TIRZ Package 16.pdf |
| 5. | 216 W 5th Street TIRZ Package | 216 W 5th Street TIRZ Package.pdf |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval



- | | | | | |
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WILDE

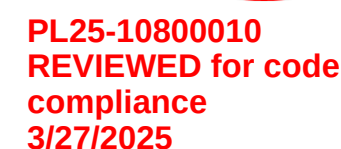
ENGINEERING AND SURVEYING, LLC
ENG. FIRM NO. 24672 SUR. FIRM NO. 10194849
5770 FM 765
SAN ANGELO, TEXAS 76905
(329)215-1332

ANGELO XPRESS ATHLETICS
6716 NORTH LAGOW
ODESSA, TEXAS 79762
MR. KELLY KING

216 W 5TH ST GYMNASIUM
EXISTING BUILDING UPGRADE
216 WEST 5TH STREET
SAN ANGELO, TX 76903

SHEET: 1 OF: 2

This elevation drawing shows a section of a fence. The total height of the fence is indicated as 3' 6" on the left. The fence consists of vertical slats or panels. A gap of 3" is shown between the bottom of one panel and the next. The drawing is a simple line representation with no shading.

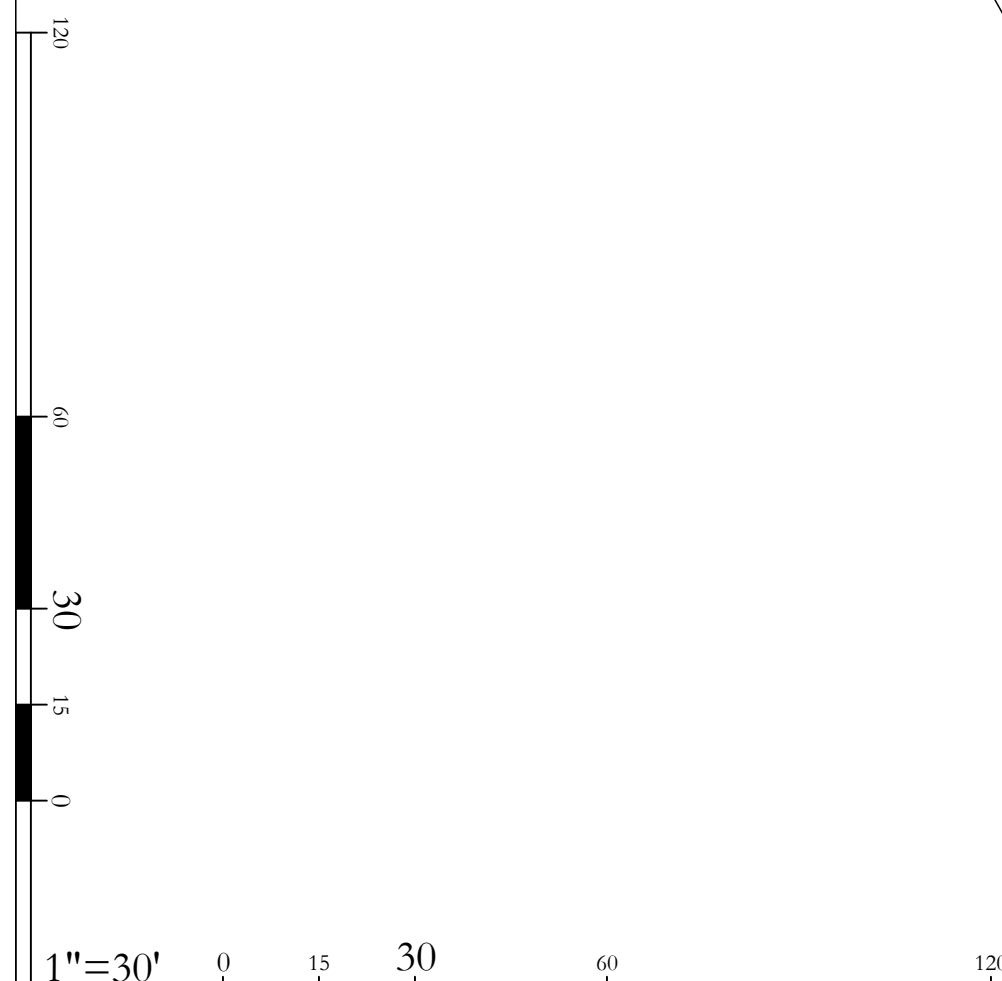


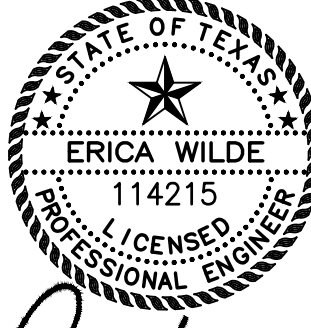
- Ⓐ PROPOSED STRIPING - "NO PARKING"
- Ⓑ PROPOSED 20' X 10' PARALLEL PARKING
- Ⓒ 4" WIDE, WHITE PAVEMENT STRIPING.
- Ⓓ ACCESSIBLE PARKING SPACES, PROVIDE SIGNAGE, WHEEL STOP, AND ACCESS ISLE WITH "NO PARKING".
- Ⓔ CONES TO BE PLACED DURING HOURS OF OPERATION TO KEEP DRIVERS OFF RAIL ROAD

	EXISTING BUILDING
	EXISTING CONCRETE
	PROPOSED HEAVY DUTY PAVEMENT
	PROPERTY LINE
	EXISTING GAS LINE
	EXISTING WATER MAIN
	EXISTING SEWER MAIN
	EXISTING OVERHEAD ELECTRIC LINE
	RAIL ROAD
	RAIL ROAD SIGN
	EXISTING POWER POLE
	EXISTING MANHOLE
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING CLEANOUT

TOTAL GYMNASIUMS SPACE: 14,000 SQ. FT.
TOTAL STANDARD SPACES PROVIDED: 16
TOTAL ACCESSIBLE SPACES PROVIDED: 1

LOTS 11, 12, 13, 14 AND 15, BLOCK 9, MILES
ADDITION CITY OF SAN ANGELO, TOM GREEN
COUNTY, TEXAS, ACCORDING TO 'THE PLAT'
RECORDED IN VOLUME X, PAGE 334, DEED
RECORDS OF TOM GREEN COUNTY



REV.	DATE	BY	APPR.	COMMENT	
 WILDE ENGINEERING AND SURVEYING, L.P. ENG FIRM NO. 24672 SUR FIRM NO. 107948-0 4750 FM 361 SAN ANGELO, TEXAS 76905 (325)215-4332					
CLIENT:					
ANGELO XPRESS ATHLETICS 6716 N LAGOW ODESSA, TEXAS 79762 MR. KELLY KING					
SITE LAYOUT PLAN					
216 W 5TH ST GYMNASIUM EXISTING BUILDING UPGRADE 216 W 5TH STREET SAN ANGELO, TX 76903					
 <i>Erica Wilde</i> THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY ERICA WILDE, P.E. 114215 WILDE ENGINEERING AND SURVEYING #F-24672 FEBRUARY 19, 2025					
ENGINEER: ERICA WILDE, P.E.					
ENG. EMAIL: EWILDE@WILDE-ENG.COM					
DESIGNER: EBW					
DRAFTER: CDS					
PROJECT NO.: 1378					
SHEET: 2 OF: 9					

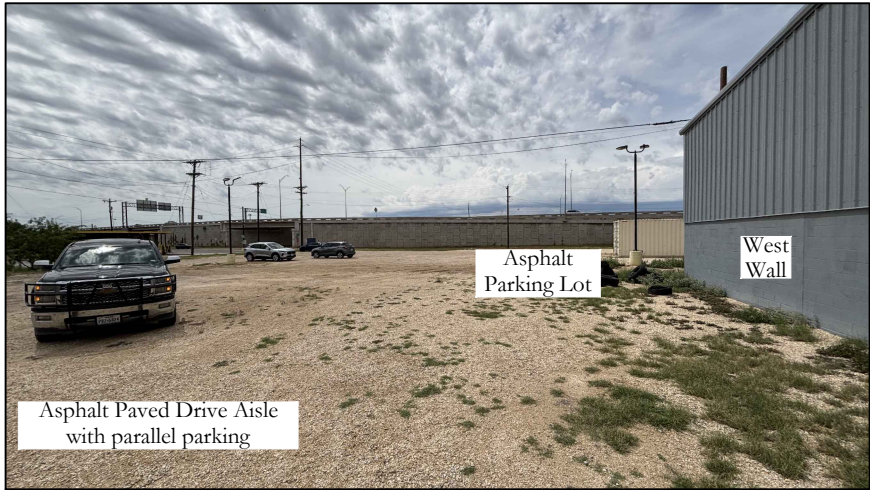
LEGEND

- ①

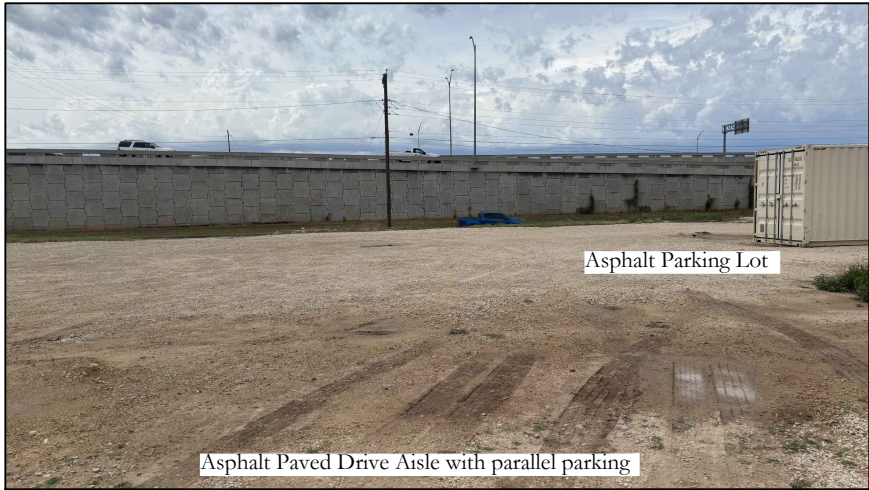
PICTURE #
- EXISTING BUILDING



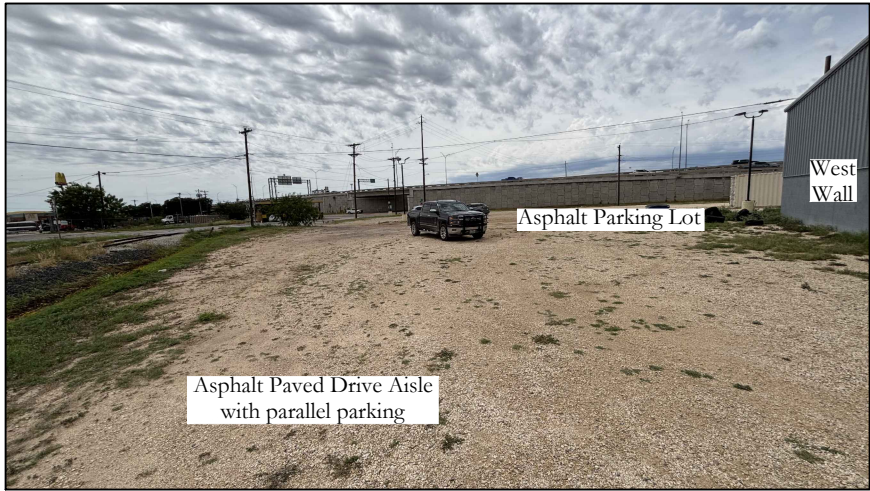
REV.	DATE	BY	APPR.	COMMENT
ENGINEERING WILDE SURVEYING WILDE ENGINEERING AND SURVEYING, LLC ENG. FIRM NO. 24692 SURV. FIRM NO. 0019699 5770 FM 765 SAN ANGELO, TEXAS 76905 (325)215-4332				
CLIENT: ANGELO XPRESS ATHLETICS 6716 N LAGOW ODESSA, TEXAS 79762 MR. KELLY KING				
MAP OF PICTURE				
216 W 5TH ST GYMNASIUM EXISTING BUILDING UPGRADE 216 W 5TH STREET SAN ANGELO, TX 76903				
JUNE 11, 2025				
ENGINEER: ERICA WILDE, P.E.				
EMAIL: EWILDE@WILDE-ENG.COM				
DESIGNER: EBW				
DRAFTER: CDS				
PROJECT NO.: 1378				
SHEET: 1 OF 2				



PICTURE #1
West 6th Street



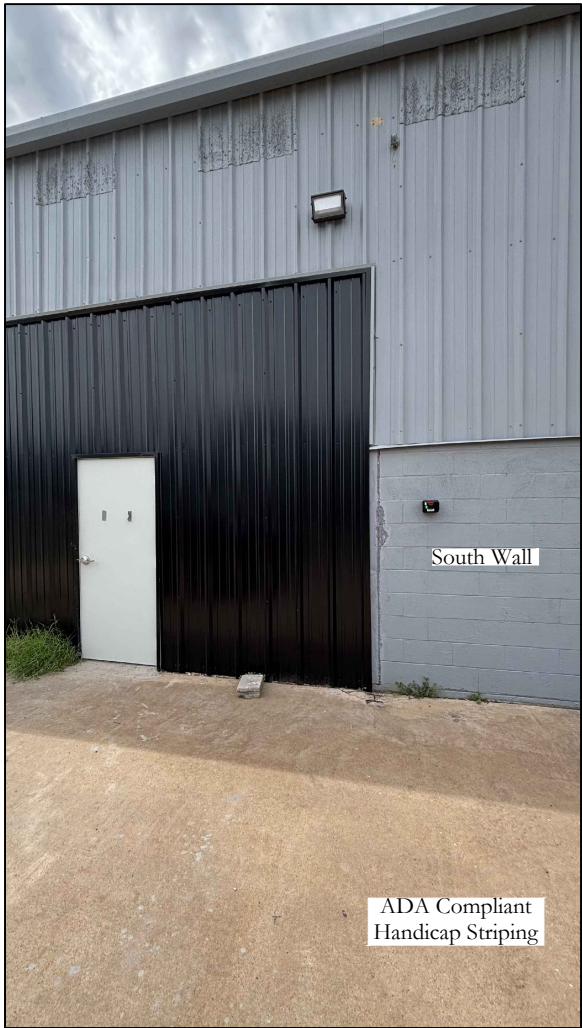
PICTURE #3
West 6th Street



PICTURE# 2
West 6th Street



PICTURE #4 Existing
Sea Container in
Parking Area



PICTURE # 5
Southern Wall

REV.	DATE	BY	APPR.	COMMENT
ENGINEERING WILDE SURVEYING WILDE ENGINEERING AND SURVEYING, LLC ENG. FIRM NO. 24692 SURV. FIRM NO. 004699 5770 FM 765 SAN ANGELO, TEXAS 76905 (325)215-4332				
CLIENT: ANGELO XPRESS ATHLETICS 6716 N LAGOW ODESSA, TEXAS 79762 MR. KELLY KING				
PICTURES				
216 W 5TH ST GYMNASIUM EXISTING BUILDING UPGRADE 216 W 5TH STREET SAN ANGELO, TX 76903				
ENGINEER: ERICA WILDE, P.E.				
EMAIL: EWILDE@WILDE-ENG.COM				
DESIGNER: EBW				
DRAFTER: CDS				
PROJECT NO.: 1378				
SHEET: 2 OF 2				



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Angelo Xpress Athletics/King All Stars Corp Date: 03-02-2025

Business Owner (if different from above): Heston and Kelly King

Business Address: 216 West 5th Street, San Angelo, Texas 76903 Mailing Address: 6716 North Lagow, Odessa, Texas 79762

Business Phone: 432-248-2676 Secondary Phone: _____

Email: odessaextremeallstars@gmail.com Fax: _____

Property Owner: Heston and Kelly King

Remit incentive payment(s) to: ☒ Property Owner ☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☒ TIRZ - North Eligibility Area ☐ TIRZ - South Eligibility Area
(NOTE: See attached maps)

For the South Area only, indicate if your project fits into one or more of these development categories & how it meets the description of that category:

☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. na

☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. na

☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. na

☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. na

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy *adopted 09/19/2023*, specifically the different incentive types available. Please indicate below which item(s) you propose based on your funding request (Item 4C below & included in more detail on Worksheet B).

- | | | |
|--|---|---|
| ☒ Facade Improvement | ☐ Outdoor Storage & Screening | ☐ Secondary Egress |
| ☐ Historic Preservation | ☒ Paving (part of a larger project and meet ADA requirements) | |
| ☒ Asbestos Abatement | ☐ Landscape Installation | ☐ Sprinkler & Monitored Smoke Alarm System |
| ☒ Sales Tax | ☐ Property Tax Abatement | ☒ Development Fee Reductions |

SECTION 4: FUNDING LEVEL

The funding level, as described in TIRZ Incentive Policy, outlines the various procedures and requirements for a proposal.

4A. The amount of funding requested is:

- ☐ Less than or equal to \$10,000
- ☐ Less than or equal to \$25,000
- ☒ More than \$25,000

4B. The total estimated project cost is: \$111,213.14.

4C. The amount of funding requested is: \$100,291.15, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: \$10,921.99, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 09/19/23 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☒ Provide connections between activities?
- ☒ Improve pedestrian & vehicular infrastructure?
- ☒ Provide or reinforce usable & defined open space?
- ☒ Strengthen the focus area's identity?
- ☐ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☒ Improve the utilities and/or drainage infrastructure?
- ☒ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☐ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☒ Reduce the visual impact of parking areas?
- ☒ Preserve or provide natural landscaping?
- ☒ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☒ Include an aggressive match by the applicant, in excess of what is minimally required?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements.

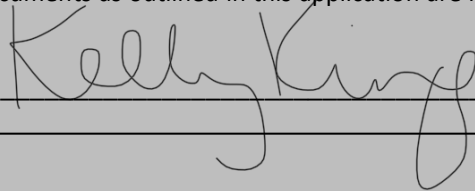
Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

- ☒ **SUMMARY:** a written summary outlining the overall scope of work to be performed;
- ☒ **APPLICATION:** completed & signed application (this document);
- ☒ **W-9:** used for establishing an account for payment by the City of San Angelo;
- ☒ **NARRATIVE:** used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☒ **PROJECT BUDGET:** a detailed accounting, using Worksheet A, of how the amount requested in Item 4C and 4D on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the totals for items 4C and 4D and CANNOT include non-eligible items for funding or match.
- ☐ **DHRC LETTER OF APPROVAL:** If the project is within the Downtown Design District, the River Corridor District, a historic overlay zone, or any other district in which projects must be reviewed by the City's Design and Historic Review Commission (DHRC), a letter of approval for the project **MUST BE PROVIDED** with your application. **Applications that require DHRC approval for which no approval has been obtained WILL NOT BE CONSIDERED. Please contact the City's Planning and Development Services Department to assist in determining if such approval is required.**

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program and acknowledge that I have reviewed and understand the current policy (adopted September 19, 2023 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official **Letter to Proceed** is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge that my funding proposal may be denied, partially approved, or fully approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected.

Signature of Property Owner



Date: 7-10-25

SECTION 6: REPRESENTATIVE:

I hereby designate Erica Wilde as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____.

After you have completed this application and submitted the required exhibits, please mail or deliver this information to Planning and Development Services located at 52 W College Ave. The City may, at their discretion, request additional information regarding this application. Failure to provide such information in a timely manner may result in delay or rejection of your application.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF DEVELOPMENT SERVICES COORDINATOR

DATE

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) KING ALL STARS CORP	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 6716 N LAGOW RD	Requester's name and address (optional)
	6 City, state, and ZIP code ODESSA, TX. 79762	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
8	4	-	5	1	8	2	8	8	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

TIRZ North Zone Project Narrative

Property Address: 216 West 5th Street

Owners: Heston and Kelly King

Heston and Kelly King, owners of a cheerleading and gymnastics training facility originally founded in Odessa, Texas, purchased the property at 216 West 5th Street to expand their operations into San Angelo. After establishing their business at the site, the City of San Angelo conducted an inspection and identified several items that needed to be addressed for the facility to comply with occupancy and accessibility standards.

The proposed scope of work includes the following items:

1. **Installation of Guard Railing** – A new guard railing system will be installed around the perimeter of the existing loading dock. This railing will include a lockable gate to maintain functionality while ensuring pedestrian safety.
TIRZ Criteria: Enhances public safety; Improves pedestrian infrastructure.
2. **New Exterior Entry Door** – An exterior wall will be modified to install a commercial-grade glass entry door. This addition will improve access and enhance the building's visibility and professionalism.
TIRZ Criteria: Strengthens identity of the focus area; Improves pedestrian infrastructure.
3. **Parking Area Improvements** – The existing parking area, located on leased land, will be graded, paved with concrete, and striped to meet current parking standards. This improvement is critical to ensuring adequate and safe parking for facility patrons.
TIRZ Criteria: Reduces the visual impact of parking area; Improves vehicular infrastructure; Enhances public safety.
4. **Knox Box Installation** – A knox box will be installed at the facility's main entry to ensure emergency responders have secure access during off-hours.
TIRZ Criteria: Enhances public safety.
5. **TDLR-Compliant Landing** – A concrete landing will be installed outside an existing emergency exit to meet TDLR accessibility requirements, ensuring compliance and safety for all users.
TIRZ Criteria: Improves pedestrian accessibility; Enhances public safety.

Overall Project Impact:

- **Connectivity and Infrastructure:** The addition of ADA-compliant features, improved parking, and a secure entry system directly improves both pedestrian and vehicular infrastructure.
- **Public Safety:** The railing, knox box, and landing are key safety elements.
- **Visual and Functional Enhancements:** The addition of a commercial-grade entry and striped parking improves the usability and appearance of the site.
- **Environmental Considerations & Matching Contribution:** While no specific green building elements are proposed, the owners are covering a significant portion of the total cost themselves and are requesting assistance specifically for exterior public-facing improvements.

These improvements will bring the property into compliance while supporting a small business that brings economic and recreational value to the North Zone.

TIRZ North Zone Project Summary

Property Address: 216 West 5th Street, San Angelo, Texas

Owners: Heston and Kelly King

Heston and Kelly King began searching for a suitable location in San Angelo to expand their successful cheerleading and gymnastics training and competition business originally established in Odessa, Texas. After learning of a community need for such a facility, they worked with a local realtor and ultimately purchased the property at 216 West 5th Street.

Excited to serve the San Angelo community, they opened the facility shortly after acquiring the building. However, the City of San Angelo soon informed the owners that certain building improvements would be necessary to meet occupancy requirements. Recognizing the urgency of compliance—every day closed resulted in lost revenue and customers—they immediately engaged a local engineering firm to begin work on the required upgrades.

While interior improvements, including the addition of restrooms to meet occupancy standards, were necessary, the exterior upgrades turned out to be a significant and unexpected expense. The following site improvements were completed and are the subject of this TIRZ funding request:

1. **Perimeter Guard Railing:**
Installation of guard railing with a gate around the perimeter of the existing elevated loading dock. This safety feature prevents falls and ensures safe pedestrian access along the dock.
2. **New Commercial Entry Door:**
Creation of a new exterior opening in the building and installation of a commercial-grade glass entry door to improve access and appearance.
3. **Grading and Parking Lot Construction:**
Grading of the leased parking area, pouring of concrete, and striping to provide adequate and code-compliant parking for the facility.
4. **Fire Access Knox Box:**
Installation of a Knox Box on the new entry door for emergency fire department access in accordance with city safety codes.
5. **TDLR-Compliant Concrete Landing:**
Construction of a concrete landing at the building's secondary exit door to meet accessibility requirements per the Texas Department of Licensing and Regulation (TDLR).

These critical improvements were essential for code compliance, customer safety, and functionality of the property. The Kings respectfully request TIRZ funding assistance for these capital investments, which support both the revitalization of the North Zone and the long-term viability of this local business.

[illegible]

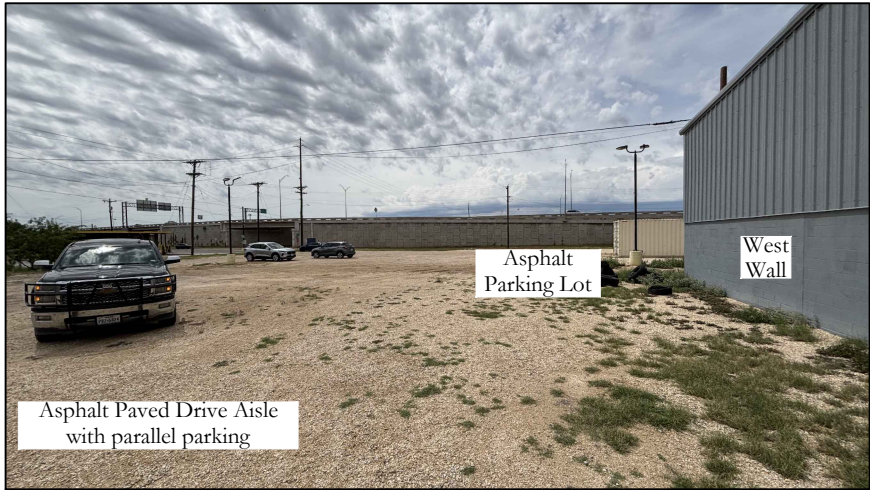
LEGEND

- ①

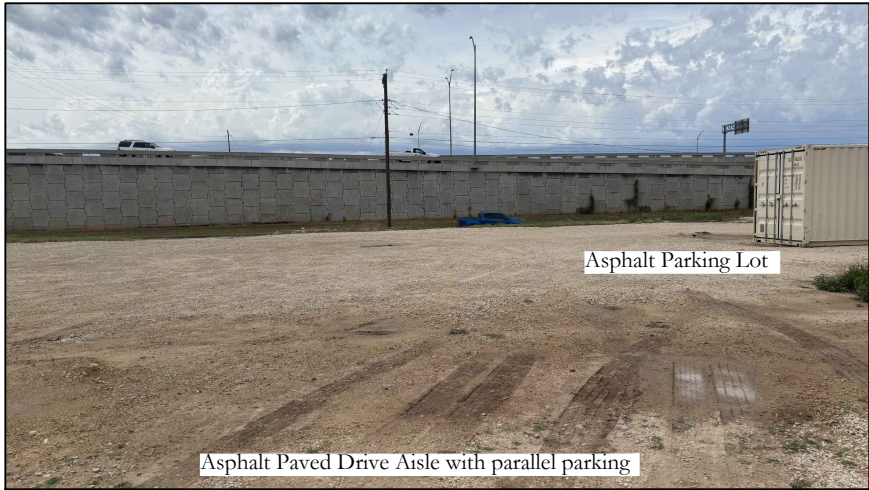
PICTURE #
- EXISTING BUILDING



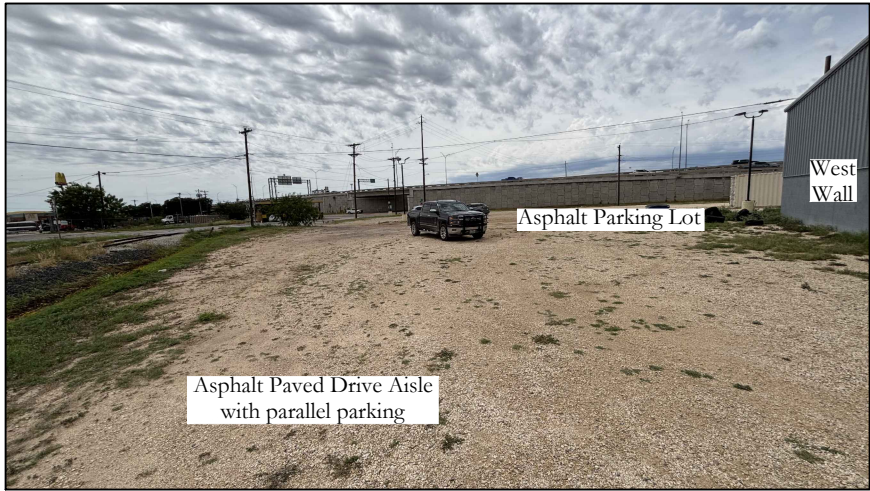
REV.	DATE	BY	APPR.	COMMENT
ENGINEERING WILDE SURVEYING WILDE ENGINEERING AND SURVEYING, LLC ENG. FIRM NO. 24692 S.U.C. FIRM NO. 0019699 5770 FM 765 SAN ANGELO, TEXAS 76905 (325)215-4332				
CLIENT: ANGELO XPRESS ATHLETICS 6716 N LAGOW ODESSA, TEXAS 79762 MR. KELLY KING				
MAP OF PICTURE				
216 W 5TH ST GYMNASIUM EXISTING BUILDING UPGRADE 216 W 5TH STREET SAN ANGELO, TX 76903				
JUNE 11, 2025				
ENGINEER: ERICA WILDE, P.E.				
EMAIL: EWILDE@WILDE-ENG.COM				
DESIGNER: EBW				
DRAFTER: CDS				
PROJECT NO.: 1378				
SHEET: 1 OF 2				



PICTURE #1
West 6th Street



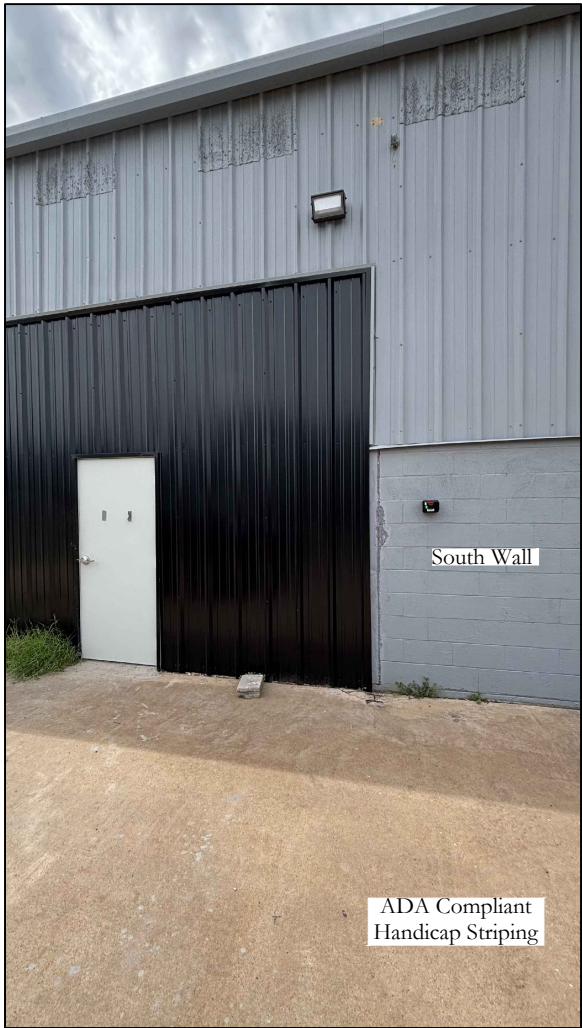
PICTURE #3
West 6th Street



PICTURE# 2
West 6th Street



PICTURE #4 Existing
Sea Container in
Parking Area



PICTURE # 5
Southern Wall

REV.	DATE	BY	APPR.	COMMENT
ENGINEERING WILDE SURVEYING WILDE ENGINEERING AND SURVEYING, LLC ENG. FIRM NO. 24692 SURV. FIRM NO. 004699 5770 FM 765 SAN ANGELO, TEXAS 76905 (325)215-4332				
CLIENT: ANGELO XPRESS ATHLETICS 6716 N LAGOW ODESSA, TEXAS 79762 MR. KELLY KING				
PICTURES				
216 W 5TH ST GYMNASIUM EXISTING BUILDING UPGRADE 216 W 5TH STREET SAN ANGELO, TX 76903				
ENGINEER: ERICA WILDE, P.E.				
EMAIL: EWILDE@WILDE-ENG.COM				
DESIGNER: EBW				
DRAFTER: CDS				
PROJECT NO.: 1378				
SHEET: 2 OF 2				

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Director, Planning and Development Services

Meeting Date: August 19, 2025

Item type: Regular Item

Caption:

A resolution to consider a set-aside fund for commercial and RM-1 and RM-2 properties affected by the July 4th Flood event in the North TIRZ zone in the amount of \$1,000,000 with associated conditions (Presentation made by Planning and Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

During the days before July 4th, 2025, the City of San Angelo received enormous amounts of rainfall in and around the area. This caused a flood event with significant flooding in residential and commercial areas. The North TIRZ Zone was impacted along N Chadbourne Streets between N. 33rd and N 19th. As well as an area along Grape Creek Rd. and Lake Dr. The TIRZ Board asked staff to bring forward a set-aside program for those affected properties. In all, 72 properties were identified as having water damage to their properties. 6 properties have been excluded as their zoning is RS-1 and therefore not eligible for TIRZ funding. The remaining properties are currently eligible for North TIRZ funding. The North TIRZ currently has 2.5 million dollars unassigned and a new allocation coming in October estimated at \$900 -1.1 million additional funds.

The following proposal has been made by the TIRZ Board:

North TIRZ July 4th Set-aside

The total funding amount for all properties is one million dollars.

Individual properties affected can request up to \$55,000.

No applicant matching funds required.

10% can be paid upfront to applicant with provided receipts or invoices for flood restoration, flood-related work done and verified by City Staff on site after the July 4th Flood Event.

The application window opens on the date of City Council approval and ends 90 days thereafter.

All dollars not encumbered or assigned after the 90 days will automatically be placed back into the North TIRZ fund for allocation recommendations through the TIRZ Board and, ultimately, City Council.

The TIRZ Board recommends this program with a 5-0 affirmative vote on August 8, 2025.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. July 4th Flood - TIRZ North Resolution
2. TIRZ affected properties

July 4th Flood - TIRZ North Resolution.docx
TIRZ affected properties.png

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy
Kathleen Dabbert
Aaron Vannoy
Heather Stastny

Created/Initiated
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, ACCEPTING RECOMMENDATION OF THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) BOARD AUTHORIZING A SET-ASIDE IN THE NORTH TIRZ ZONE NOT TO EXCEED \$1,000,000 OF TIRZ FUNDS FOR PROPERTIES AFFECTED BY THE JULY 4TH SAN ANGELO FLOOD.

WHEREAS, the North TIRZ zone had 72 identified properties (Exhibit A) affected with flood waters on or about July 4th through the San Angelo July 4th flooding event causing minimal to significant damage verified through early damage assessment by trained field staff; and,

WHEREAS, the adopted TIRZ financial plan allows applicants to secure funding for commercial building and site renovations; environmental remediation and safety improvements; and utilizes and drainage associated with the July 4th flood event; the application window is for ninety days from City Council approval with a maximum of \$55,000 per individual properties.

WHEREAS, on August 8, 2025, the TIRZ Board recommended City Council approval of a set-aside of up to \$100,000,000 of TIRZ North funds to assist the properties with RM-1, RM-2 and Commercial Zoning Districts to apply for damage repairs and costs associated with the San Angelo July 4th flood event.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS THAT:

The recommendation of the TIRZ board is accepted and City Council for the City of San Angelo, Texas, hereby authorizes the set-aside of \$1,000,000.00 of the North TIRZ fund and open an application window with acceptance of the resolution for a 90-day period. Each property is eligible for up to \$55,000 with a 10% up front payable with proper invoices or receipts determined by the Planning and Development Services Director for damage repairs.

PASSED and APPROVED THIS _____ DAY OF _____, 2016.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Daniel Valenzuela, City Manager

Heather Stansy, City Clerk

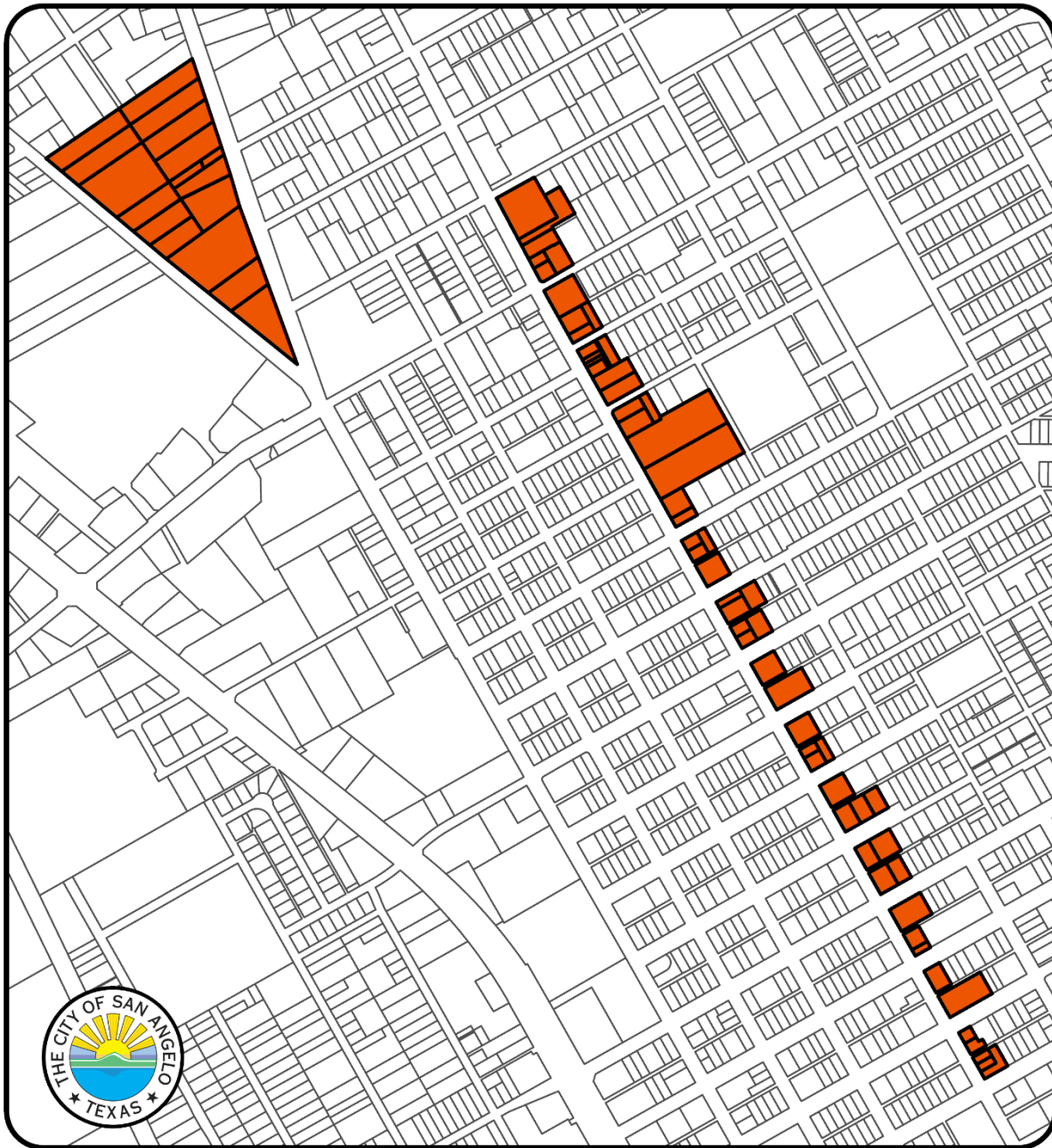
APPROVED AS TO CONTENT

APPROVED AS TO FORM

Aaron Vannou, Director of Planning and
Development Services

Brandon Dyson, City Attorney

Exhibit A



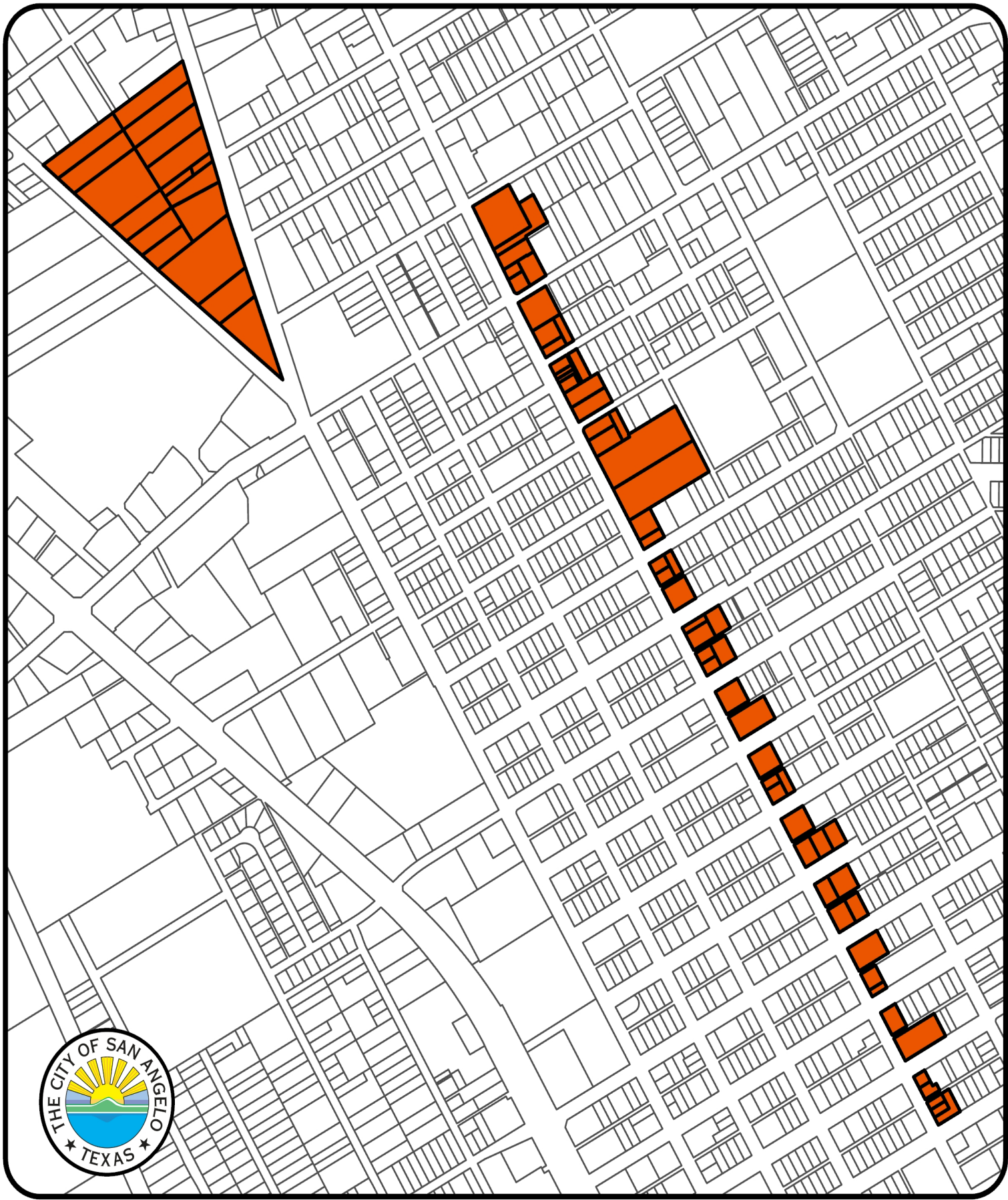
Aerial Map
TIRZ / Flood Property Damage Overlap

Scale: 0 0.05 0.1 0.2 0.3 0.4 Miles

 TGCAD Parcels

 TIRZ / Damaged Properties





Arial Map TIRZ / Flood Property Damage Overlap

Scale: 0 0.05 0.1 0.2 0.3 0.4 Miles



TGCAD Parcels



TIRZ / Damaged Properties

N



Board and Commissions Application

NOTE: This application is a public record. Public service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

Name	William Kitch
Email Address	
Address	
City	San Angelo
State	TX
Zip Code	76903
Phone Number	
Registered San Angelo voter? (yes or no)	Yes
Resident of San Angelo since: (year)	2015
City Council Single-member District in which you reside:	5
Occupation/business affiliation:	Angelo State University
Occupation/business address:	2601 W. Ave N
Title/position:	Professor

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.	Yes
Today's date and time	8/10/2025 11:30 PM
Applying for:	Parks and Recreation Advisory Board
Recommended by:	Carl White
Based on your board selection, do you meet the membership criteria outlined on the PDF version of the application/Board Ordinance?	Yes
If no, which criteria?	I meet all requirements.
Tell us about yourself	
Education and/or professional licenses	PhD in civil engineering. Licensed Professional Engineer
Current municipal and civic organization memberships (positions and dates)	Member, San Angelo Area Manufacturers Association since 2020.
Previous municipal experience (positions, dates, where)	Twenty years of public works experience in US Air Force
What personal qualifications can you bring to the board?	I have extensive experience in master planning, engineering design, and management of design and construction contracts.
What is your personal vision for the City?	A vibrant city that serves all our residents, not only today, but into the future. I believe in long-range planning and strategic management of our assets so they will serve future generations as well as today's residents.
Why do you want to serve on this board?	I believe San Angelo's parks are key to the quality of life in this city. My knowledge of and experience in urban planning, engineering, and construction can help guide a long-term

strategy to maintain and improve our city parks. I'm particularly interested in the redevelopment of Santa Fe Park. This, and the other parks along the Concho River, are San Angelo's Central Park. The redevelopment of Santa Fe Park will have a major impact on not just downtown San Angelo, but the entire city.

Is there anything else you would like to share about yourself?

As a military brat and then an active duty Air Force officer, I spent the first forty years of my life moving around the US, Europe, and Asia. Ten years ago when I came to San Angelo to start the engineering department at Angelo State, my wife and I fell in love with San Angelo and knew we have finally found a permanent home. I'm grateful for all San Angelo has given to our family. We're here for the long-haul and want to give back to the city and do my part to ensure it remains a great place to live for all our residents.

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all members shall comply with the laws of the nation, the State of Texas and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk's Office at 325-657-4405.

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Board and Commissions Application

NOTE: This application is a public record. Public service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex or disability.

Name	Jennifer Juarez
Email Address	
Address	
City	San Angelo
State	TX
Zip Code	76903
Phone Number	
Registered San Angelo voter? (yes or no)	yes
Resident of San Angelo since: (year)	1968
City Council Single-member District in which you reside:	2
Occupation/business affiliation:	B&J Welding Supply
Occupation/business address:	3825 W. Houston Harte Expy
Title/position:	Manager

By executing this document, the applicant does hereby certify and affirm the truth and accuracy of the information contained herein. The applicant further authorizes the City Council, or its designee, to verify any information. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein.	Yes
Today's date and time	8/1/2025 1:00 PM
Applying for:	Planning Commission
Recommended by:	Joe Self
Based on your board selection, do you meet the membership criteria outlined on the PDF version of the application/Board Ordinance?	Yes
If no, which criteria?	n/a
Tell us about yourself	
Education and/or professional licenses	Completed two years of college. Owned operated GM Welding Supply for 17 years. I have had rental properties for 12 years.
Current municipal and civic organization memberships (positions and dates)	I am not currently involved in a municipal or civic organization.
Previous municipal experience (positions, dates, where)	n/a
What personal qualifications can you bring to the board?	The knowledge of owning a business in San Angelo and having the understanding of the different needs and hurdles that accompany owning a business. I also own commercial and residential properties. I have also been on other boards and have an understanding of the processes of a board.
What is your personal vision for the City?	To see it grow, flourish and meet the needs of our citizens and business owners.
Why do you want to serve on this board?	I feel a need to serve and hopefully contribute in a positive way.

Is there anything else you would like to share about yourself? No

The City Council adopted the Code of Ethics for members of the City Council and for the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. Therefore, all members shall comply with the laws of the nation, the State of Texas and the City of San Angelo in the performance of their public duties. If you been convicted of a MISDEMEANOR or FELONY, and/or placed on probation, fined or given a suspended sentence such as pretrial diversion or deferred adjudication in court within the last ten years, disclosure of such should be forwarded under separate cover. For a complete copy of the Code of Ethics, contact the City Clerk's Office at 325-657-4405.

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