

**CITY OF WARRENSBURG
FINANCE**

July 11, 2022

Honorable Mayor and
Members of the City Council
City of Warrensburg, Missouri

Dear Mayor and Council Members:

SUBJECT: An Ordinance Authorizing the City Manager and City Clerk to Execute a
Depository Contract and Pledge Agreement with Equity Bank

BACKGROUND:

Request for Proposals for Depository Banking Services were solicited from all banks doing business in the City of Warrensburg, for the City and WCVB funds. This request resulted in two qualifying bids from Equity Bank and Central Bank.

ISSUE:

Under Missouri State Statutes 95.280, depository for city funds request for proposal should be issued every two years. This proposed contract will be a 2-year contract with a City option for 2 additional years.

I asked the City's Financial Advisor to review the two proposals received. Once both of us had reviewed and discussed the proposals we agree to extend the depository banking services to Equity Bank. The proposal put together by Equity Bank met all the outlined qualifications; it also exceeded the interest expected by offering a fixed amount compared to a fluctuation tied to federal fund rates and T-bills. Equity has provided the city with excellent banking services and is expected to continue the expected level of quality.

The request for proposal is available to review upon request. It is a 228-page document that seemed too large to include.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

The potential net fiscal impact of accepting this proposal is at least \$200,000 in projected interest income on deposits, if the City maintains the required bank balance to earn 2%.

ECONOMIC BENEFITS/IMPACT:

This proposal essentially offers the City free checking, while paying interest on funds held in accounts at Equity Bank. This is a valuable economic benefit to the City.

RECOMMENDATIONS:

Staff recommends the acceptance of the Equity Bank proposal bid, and respectfully requests waiving the rules to consider adoption of the ordinance as submitted upon first reading.

Sincerely,

Marcella McCoy

Marcella McCoy
Director of Finance

Attachment: 1. Banking Services
Ordinance 2. Depository Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE A DEPOSITORY CONTRACT AND PLEDGE AGREEMENT WITH EQUITY BANK

BE IT ORDAINED AS FOLLOWS BY THE COUNCIL OF THE CITY OF WARRENSBURG, MISSOURI, AS FOLLOWS:

Section 1. That the City Manager and City Clerk are hereby authorized to execute a contract with Equity Bank for a depository contract for a period of two years

Section 2. That this ordinance shall be in full force and effect from and after its passage by the City Council

Passed in open session this 11th day of July 2022

ATTEST:

Jim Kushner, Mayor

Jodi Schneider, City Clerk

EXHIBIT D

**CITY OF WARRENSBURG, MISSOURI
REQUEST FOR PROPOSALS-BANKING SERVICES**

FINANCIAL INSTITUTION NAME: EQUITY BANK

APPLICATION TO ACT AS DEPOSITORY FOR FUNDS ON THE CITY OF WARRENSBURG, MISSOURI.

To: Marcella McCoy
Director of Finance
City of Warrensburg, Missouri
102 S Holden Street
Warrensburg, MO 64093

The undersigned certifies that the financial institution submitting this proposal is an institution eligible to be a depository of public funds pursuant to Missouri Statutes.

The undersigned hereby proposes, if selected by the City of Warrensburg, to furnish the following services at the prices and terms stated, subject to all instructions, hereto. By submitting this signed proposal, initialed on each page, the financial institution officially agrees to provide the services requested and this agreement covers all the terms, conditions, and specifications of this proposal. The prices shall remain fixed for a period of three years.

Proposing Financial Institution: EQUITY BANK

By: Mark Janczewski

Title: SVP. DIRECTOR OF GOVERNMENT BANKING

EXHIBIT E

**CITY OF WARRENSBURG, MISSOURI
REQUEST FOR PROPOSALS-BANKING SERVICES**

NON-COLLUSION AFFIDAVIT

CITY OF WARRENSBURG

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

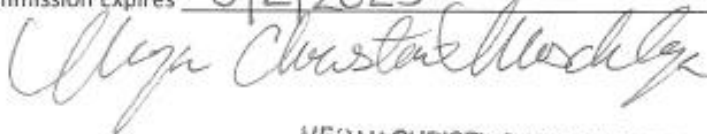


Bidder or Agent

For: **EQUITY BANK**
Firm or Corporation

Subscribed and sworn to before me this 3 day of May, 2022.

My Commission Expires 5/2/2025



MEGAN CHRISTINE MESCHBERGER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
COMMISSION EXPIRES 5/2/2025
COMMISSION # 21998535

CITY DEPOSITARY AGREEMENT

THIS AGREEMENT dated this 5th day of May, 2022, by and between the City of Warrensburg, (herein "City") and EQUITY BANK, (herein "Depositary").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - Depositary shall provide the City with banking services for the City of Warrensburg as requested in the City's RFP and Depositary's response, both attached hereto.

Depositary agrees to provide all such services in a timely manner within a reasonable time after receipt of City directives. Depositary agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided.

2. **Compensation** - In consideration for the Depositary's provision of services under this agreement, the City agrees to compensate the Depositary for services rendered in accordance with the payment terms set forth in Depositary's proposal attached hereto. The agreed scope of services and rate of compensation at present is for the initial 24 month period. The City shall have the option to elect to receive services as outlined in the proposal for an additional 24 month period by notifying Depositary of its intention to extend the agreement prior to the expiration of the initial 24 month period.

3. **City Responsibilities** - City agrees to furnish Depositary with all current and available information as requested by Depositary.

4. **Coordination of Work and Work Product** - Depositary shall coordinate all work with the City's designated representative for each task or project assigned to Depositary and shall submit information to City in a timely manner and in a format compatible with City systems.

5. **Protection of Work, Property and Persons** - The Depositary will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services provided under this Agreement. The Depositary will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees providing work under this Agreement and other persons who may be affected thereby.

6. **General Insurance Requirements** - Depositary will provide proof of its general and professional liability coverages, and workers compensation coverage to the City before undertaking work for the City.

7. **Indemnification** - Failure of Depository to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Depository's obligations to maintain such insurance coverage and Depository shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Depository, its agents or employees.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Depository's proposal for services, the Depository shall not delegate or subcontract any work to be performed by the Depository under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

9. **Records** - To the extent not otherwise transferred to the City's possession, Depository agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of seven (7) years after this agreement expires.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Depository considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Depository prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Depository shall be entitled to no additional compensation.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Warrensburg, Missouri or the City of Warrensburg City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Manager. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Warrensburg City Council or City Manager. In this regard, it is understood and agreed that the Depository shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Manager in writing. When the term City's representative is used, it shall mean the City Manager or her designee as specified in writing.

12. **Period of Services and Termination** – Depositary will provide its services as described in the proposal until completion, or until termination of those services by the City. The initial term of this Agreement shall be for 24 months, with the City having a right to renew for up to an additional 24 months upon exercising the renewal in writing before the end of the initial term. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Depositary written notice of termination. It is further agreed that if services are terminated the Depositary shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. This agreement or work performed under the provisions of this agreement may also be terminated by the Depositary upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Depositary. In the event of termination by the Depositary, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Depositary will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto.

15. **Nature of Relationship** - Depositary herein is an independent Depositary and shall not act as an agent for the City, nor shall Depositary be deemed to be an employee of the City for any purposes whatsoever. The Depositary shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

DEPOSITARY

CITY OF WARRENSBURG, MISSOURI

By Mark Janczewski

By

SVP, Director of Government Banking

City Manager

Dated: **May 5, 2022**

Dated:

ATTEST:

City Clerk

CERTIFICATION OF INDIVIDUAL BIDDER - NOT APPLICABLE

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

_____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

_____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

_____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT – NOT APPLICABLE
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number or
Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

CONFLICT OF INTEREST FORM

PROJECT: BANKING SERVICES FOR THE CITY OF WARRENSBURG

RESPONSIBLE CITY EMPLOYEE: MARCELLA MCCOY

RESPONSIBLE FOR SUPERVISING CITY Depository: MARK JANCZEWSKI

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been involved in any of the following with the City of Warrensburg, its employees, elected officials or any responsible Depository identified above?

	Yes	No
Sale, purchase or exchange of property	_____	__XX__
Receiving or furnishing goods or services	_____	__XX__
Transfer or receipt of income, assets or funds	_____	__XX__
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	__XX__

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been indebted to the City, any employee of the City or its elected officials or its responsible Depositorys in the last twenty-four months?

If yes, explain.

N/A

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg has had with any employee of the City, its elected official or its responsible Depositorys in the last twenty-four months.

N/A

4. List all gifts valued in excess of \$10.00 offered or accepted by any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg either to or from any employee, elected official or its responsible Depositarys in the last twenty-four months.

N/A

By executing this disclosure form, the undersigned personally, and on behalf of the proposing business entity verifies that the information contained herein is truthful and accurate and will remain truthful and accurate throughout all business transactions with the City of Warrensburg.

Mark Janczewski
by: Mark Janczewski

Date: May 3rd, 2022

STATE OF Missouri)
)SS.
COUNTY OF Jackson)

On this 3 day of May, 2022 before me, appeared Mark Janczewski, to me personally known, who being duly sworn, did swear that the matters contained herein are true to his/her best knowledge and belief.

IN WITNESS WHEREOF, I have placed my hand and notarial seal the day and year last above written.

Megan Christine Meschberger
NOTARY PUBLIC

**MEGAN CHRISTINE MESCHBERGER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/2/2025
COMMISSION # 21989535**