

RESOLUTION NO. 2017-06-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE EXTENSION OF THE BANK DEPOSITORY CONTRACT WITH AMERICAN NATIONAL BANK FOR A TWO YEAR PERIOD ENDING JUNE 30, 2019

WHEREAS, the City Council is authorized to extend the City of McKinney's depository bank contract with American National Bank for a period of two years to include mutually agreed upon provisions, and

WHEREAS, all pertinent requirements comply with Section 110 of the City of McKinney City Charter and Section 105.017 of the Local Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. The City Council of the City of McKinney, Texas, hereby approves the extension of the American National Bank Depository contract for a two year period ending June 30, 2019.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 6th DAY OF JUNE, 2017

CITY OF MCKINNEY, TEXAS

GEORGE C. FULLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

Depository Services Extension Agreement

This agreement is between the City of McKinney, hereinafter referred to as the CITY, whose address is 222 N. Tennessee Street McKinney, Texas 75070, and The American National Bank of Texas, hereinafter referred to as ANB, whose principle office for the purpose of this Agreement is located at 2851 South Central Expressway, McKinney, Texas 75070.

Purpose – The purpose of this Agreement is to state the terms and conditions under which ANB will continue to serve as depository and provide banking services for the CITY.

Services – ANB will perform the services required by the CITY as noted in the proposal submitted March 13, 2014. All contract terms remain as stated in the amended Depository Services Contract dated August 28, 2014 with the exception of the items noted below.

All banking services will be charged according to the Schedule of Banking Proposed Fees listed in Attachment A of said proposal.

Balances kept in an investment account will receive the ANB Public Fund Money Market Rate plus 38 bps (total currently **0.43%**). This rate is guaranteed to go no lower during the term of the extension. **Maximum investment balance not to exceed \$50 million.**

ANB shall further provide such banking services related to the scope of this Agreement but not specifically listed herein and at such reasonable prices as may be mutually agreed upon in writing between ANB and the CITY.

Term – This Agreement is effective from July 1, 2017 to June 30, 2019.

Both parties further agree that in the event a different bank is selected to provide depository services for the year following the expiration of this Agreement, ANB will assist in the transition and provide depository services as the CITY may request in the same manner and at the same cost as provided in this Agreement, for a period up to 90 days after the expiration of this Agreement.

Should either the CITY or ANB breach the terms of this Agreement or default on any of its obligations hereunder, this Agreement may be terminated by the non-breaching party for cause upon 30 days written notice to the other party.

Notices – Any notices to be given hereunder by either party to the other may be effected, in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the initial paragraph of this Agreement, but each party may change this address by written notice in accordance with this paragraph.

Compliance with Applicable Statutes, Ordinances and Regulations – In performing the services required under this Agreement, ANB shall comply with all applicable Federal, State, and local laws, ordinances and regulations.

CITY time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by ANB and held in trust by its custodian (FHLB – Dallas). ANB will maintain pledged balances in an amount equal to at least 102% of the total CITY deposits. A monthly report will be provided to the CITY.

Assignments – Neither party shall assign this Agreement or any interest of obligation hereunder without prior written consent of both parties.

Miscellaneous – This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assigned. Any oral representations or modifications concerning this Agreement shall be of no force or effect except through a subsequent modification in writing signed by both parties.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not be construed as if such invalid, illegal or unenforceable provisions had never been contained.

For the CITY:

By: _____

Name: Paul G. Grimes
Title: City Manager

Date: _____

For ANB:

By: _____

Name: Greg Jebson
Title: Finance – ALM, Deposits and Municipalities

Date: _____

ATTACHMENT A
City of McKinney
2014

Note: Include fees for all categories necessary to provide the service to the City.
Supply AFP Code and any clarification on fees, as applicable.
Fees not included are not to be charged during the contract period.
Monthly history of fees in hidden columns D-O

AFP #	Service	Unit Basis	Avg		Proposed Fee	Notes if necessary
			Mo Vol	Proposed Unit		
	Account Services					
	Average Ledger Balance		36,267,508			
010000	Master Account Maintenance Fee	Per account	1	15.0000	15.0000	ANBTX charges 1 monthly maintenance fee per group, regardless of how many accounts are included in the group.
010000	Subsidiary Account Maintenance	Per account	5	0.0000	0.0000	No Charge
010020	ZBA Accounts Maintenance Fee Sweep	Per account			0.0000	
010021	ZBA Master Account	Per account		25.0000	0.0000	
010021	ZBA Subsidiary Accounts	Per account		10.0000	0.0000	
010112	ZBA Account Transfers	Per item			0.0000	No Charge
100113	Deposit Processing - Teller OTC	Per deposit			0.0000	
010100	Debits Posted	Per item	2,432	0.1500	364.8000	
010101	Credits Posted	Per item	229	0.3500	80.1500	
100500	Branch Credits Posted	Per item			0.0000	No Charge
010309	Additional DDA Statements Rendered	Per item		6.3900	0.0000	
150100	Check Photocopy Retrieval	Per item		2.0000	0.0000	Account research fee of \$30 per hour may apply. This fee is not analyzed
	Automated Services - Balance & Detail					
401004	Account Maintenance Fee with 45 day history	Per account			0.0000	
400052	Prior Day Balance Reporting	Per account/month	1	25.0000	25.0000	The monthly maintenance fee to access NetTeller Cash Management.
400051	Prior day Detail	Per item			0.0000	No charge
400002	Intra-day Reporting	Per account/overall			0.0000	Service not available
400055	Intra-day Detail	Per item			0.0000	Service not available
046106	Transfer Item			0.0000	0.0000	
350121	System Account Transfer Fee	Per item		0.0000	0.0000	
400002	System Client Maintenance	Per relationship		0.0000	0.0000	No charge
400699	Detail item fee -Transactions Loaded	Per item		0.0000	0.0000	No charge
999999	Check Services Maintenance	Per item		0.0000	0.0000	No charge
400222	Email Exception Notification	Per month		0.0000	0.0000	No charge
999999	System Special Report Fee/Statements	Per item		0.0000	0.0000	No charge
		Per item				
	Deposits					
100500	Items Deposited	Per deposit			0.0000	The per item fee for each deposited item deposited at a banking center
100500	Items deposited	Per item			0.0000	The per item fee for each deposited item deposited at a banking center
100220	On-us items	Per item	242	0.1200	29.0400	The per item fee for each deposited item deposited at a banking center
100224	Transit Clearing	Per item	13,280	0.1200	1593.6000	The per item fee for each deposited item deposited at a banking center
100228	Encoding Charge	Per item			0.0000	No charge
100000	Deposit Immediate Verification Branch	Per item			0.0000	No charge
100007	Deposit Post Verification Branch	Per item			0.0000	No charge
100230	Deposit Corrections	Per item			0.0000	No charge
100.007	Night Drop	Per item			0.0000	No charge
100.015	Coin Deposit	Per deposit			0.0000	No charge
100.230	Branch Deposit Adjustment				0.0000	No charge
100015	Currency Deposit	Per deposit			0.0000	No charge
		Per item				
100400	Chargeback		27	6.3900	172.5300	The per charge back fee returning a deposited item to the maker's bank.
100402	Chargeback reclear		2	6.3900	12.7800	The per item fee to reclear an item which was previously charged back.
100414	Return Check Notice Internet	Per item			0.0000	No charge
100140	Change Order rolled coin	per item	30	0.0600	1.8000	
100048	Change order strapped currency	Per item	2	0.3500	0.7000	
	Remote Deposit Processing					
010010	Maintenance	Per scanner location		50.0000	0.0000	ANBTX charges a monthly maintenance fee per location regardless of how many deposits or items are made/deposited.

AFP #	Service	Unit Basis	Avg		Proposed	Proposed	Notes if necessary
			Mo	Vol			
Account Services							
001100	Transmissions	Per item			0.0000	0.000	No charge
		Per item					
010010	On-us clearing	Per item			0.0000	0.000	No charge
010010	Off-us clearing	Per item			0.0000	0.000	No charge
ACH Processing							
250000	Monthly Maintenance	Per month		1	0.0000	0.000	No charge
		Per file					
250200	Debit Received	Per item			0.1200	0.000	Electronic Debits
250201	Credit Received (Electronic Credits Posted)	Per item			0.1200	0.000	Electronic Credits
250101	Debits Originated	Per item			0.1200	0.000	See ACH Items
250101	Credits Originated	Per item			0.1200	0.000	See ACH Items
250202	ACH Received Item	Per item			0.1200	0.000	See ACH Items
250200	ACH Items	Per item		5,228	0.1200	627.360	The per item fee for initiating a ACH transaction, regardless of type.
250120	ACH Addendum Record In/Out	Per item				0.000	See FED EDI
250302	ACH Return Items	Per item			3.0000	0.000	The per item fee for any returned ACH items.
250640	Deletions or Reversal Charges	Per item			3.0000	0.000	
250500	Transmission - Batches	Per file		19	10.0000	190.000	
251050	Fraud Filter - Stop - Base Fee	Per month				0.000	No charge
251050	Fraud Filter - Review - Base Fee	Per month				0.000	No charge
251051	Fraud Filter - Review - Per Item	Per item				0.000	No charge
251050	Debit Block Maintenance				15.0000	0.000	The per account per month fee to use the ACH Blocks service.
							The per month per account fee to add filters to an account with ACH Blocks. The fee is charged per month regardless of how many filters.
251050	ADA Maintenance	Per item			25.0000	0.000	
251000	ADA Authorized ID	Per item				0.000	No charge
250302	Notification of Change	Per item			3.0000	0.000	The per item fee to notify the client of any changes in the status of an ACH Batch.
	FED EDI Statements	Per month			25.0000	0.000	The per month per account fee to receive CTX 820 Addenda information
	FED EDI Statements - Implementation Fee	One time			25.0000	0.000	The one time fee to setup FED EDI statements.
Positive Pay							
150030	Monthly Maintenance (Base) Fee	Per month		3	35.0000	105.000	
150030	Positive Pay No Recon					0.000	Positive pay is available as an independent service. City is not required to have account reconciliation to use positive pay.
150100	Positive Pay Posted Checks	Per item				0.000	No charge
150120	Positive Pay Rejects	Per item			1.0000	0.000	The per item fee for positive pay exceptions uploaded to NetTeiler
150041	Per item charge with Partial Recon	Per item				0.000	Positive pay is available as an independent service. City is not required to have account reconciliation to use positive pay.
150120	Per item charge without Recon	Per item				0.000	Positive pay is available as an independent service. City is not required to have account reconciliation to use positive pay.
150120	Exception File					0.000	No charge
150129	Check Exception Return	Per item			2.0000	0.000	The per item fee for positive pay exception items which are subsequently returned.
		Per item					
200201	Transmission	Per item				0.000	Service not available
	Input File Transmittal Report	Per item				0.000	No Charge
Reconciliation							
200020	Monthly Maintenance (Base) Fee Partial	Per Month			75.0000	0.000	The per month per account fee to use Full Reconciliation on an account.
200020	Partial Recon Monthly Maintenance				50.0000	0.000	The per month per account fee to use Partial Reconciliation on an account.
200020	Partial Recon with positive pay	Per item				0.000	Positive pay is available as an independent service. City is not required to have account reconciliation to use positive pay.
200201	Transmissions	Per Transmission				0.000	Service not available
200201	Transmission Detail	Per item				0.000	Service not available
	Deposit Reconciliation	Per Month			50.0000	0.000	The per month per account fee for deposit reconciliation

AFP #	Service	Unit Basis	Avg		Proposed Fee	Notes if necessary
			Mo Vol	Proposed Unit		
Account Services						
Pay Cards						
		Assuming 20 cards				
060510	Monthly Maintenance	Per item			0.000	
	Optional Logo Digitization			350.0000	0.000	One-time fee.
	Cards	Per Card		3.0000	0.000	
	Bulk Order Shipping			15.0000	0.000	Instant Issue Only. Per order
	Load Fee	Per Load		0.9500	0.000	
060200	Implementation Fee			500.0000	0.000	One-time fee.
	Service to User				0.000	
069999	ATM Cash Withdrawal	Per item		1.2500	0.000	1 Free withdrawal after each load
	Other ATM Transactions					
	International ATM Withdrawal	Per transaction		4.0000		
	Phone Inquiries	Per inquiry		0.5000	0.000	PIN Change/Transaction History
	Live Operator Opt out	Per inquiry		2.5000	0.000	
	Inactivity Fee	Per Month		2.5000	0.000	
060324	Cash advance OTC	Per item			0.000	
060403	ATM Balance inquiry	Per item		1.0000	0.000	
069999	Replacement	per item			0.000	
060322	Signature POS				0.000	
060322	PIN POS	Per transaction		0.4500	0.000	Instant Issue Only. No Fee for VISA branded cards.
069999	Garnishments				0.000	
Stop Pays						
150400	Stop Pay - Maintenance	Per month	1	0.0000	0.000	ANBTX does not charge a per month fee for stop payments
150412	Stop Pays - Renewal	Per item		32.9700	0.000	
150410	Stop Pay - Automated	Per item	2	32.9700	65.940	
Wire Transfers						
350402	Monthly Maintenance*	Per month	1	0.0000	0.000	No Charge
350300	Incoming - domestic	Per item	29	10.0000	290.000	The per item fee for incoming domestic wires.
350104	Outgoing - repetitive - automated	Per item	7	10.0000	70.000	The per item fee charged to initiate a wire transfer from NetTeller.
350101	Outgoing - non-repetitive - automated	Per item		10.0000	0.000	The per item fee charged to initiate a wire transfer from NetTeller.
250700	Wire Book Transfer Internet Initiated	Per item			0.000	See domestic wire fee
350411	Online Wire Notification	Per item			0.000	No Charge
250700	Book Debit	Per item			0.000	See domestic wire fee
250700	Book Credit	Per item			0.000	See domestic wire fee
Optical Imaging						
151399	CD Image - Detail	Per item		0.0000	0.000	
151353	CD	First CD		0.0000	0.000	
159999	CD ROM Maintenance	Per item		25.0000	0.000	The monthly maintenance fee to receive a CD ROM with the monthly bank statement and check images. Per CD.
151351	Image Capture per item	Per item		0.0000	0.000	
Safekeeping (assume \$20million in 10 cusips)						
159999	Monthly Maintenance Custody	Per month	0	0.0000	0.000	There is a minimum annual fee of \$2,500
159999	Clearing Fees			\$25/transaction		this # will depend on the transaction volume
159999	FRB	Per item				
450102	DTC	Per item				
159999	Securities Received/ Del - DVP	Per item		\$25/transaction		this # will depend on the transaction volume
150499	Safekeeping Fees	Per item		\$20/CUSIP/year	\$200/year	
450499	FRB	Per item				
450111	DTC	Per item				
450102	Custody per \$1 million BE	Per \$10M	1st \$3 MM	0.03% per year	900.000	market value fees are on a breakpoint system
			Next \$10 MM	0.01% per year	1000.000	fee schedule has been included with RFP
			Over \$13MM	0.005% per year	350.000	
		Per item				
450102	Income Collection to DDA			no charge	0.000	
459999	Income Collection - Coupons	Per item		no charge	0.000	
459999	Income Collection - Maturities	Per item		no charge	0.000	

AFP #	Service	Unit Basis	Avg Mo Vol	Proposed Unit	Proposed Fee	Notes if necessary
	Account Services					
	OPTIONAL SERVICES					
	Ambulance Lockbox (as defined in RFP)					
050000	Lockbox Maintenance - Wholesale	Per month	1	426.0000	426.000	This number represents the total LBX fee assessed in the January 2014 analysis statement. A breakout of services is available upon request, however the City already receives these. Included in the \$426 figure in row 174
050100	Lockbox Image Items	Per item	960		0.000	
050405	Transmissions	Per item	1		0.000	
	Check Printing					
	Implementation Fee					
150040	Maintenance				0.000	Service not available
150040	Per Check Printing				0.000	Service not available
151800	Transmissions				0.000	Service not available
151800	Images				0.000	Service not available
151850	Postage				0.000	Service not available
151871	Envelopes				0.000	Service not available