

Brush Creek Sewer District

400 East Locust Street, Union, MO 63084



BRUSH CREEK SEWER DISTRICT

TRUSTEES

REQUEST FOR BID (RFB) COVER PAGE

RFB NO: 2023-01

TITLE: Depository of Brush Creek Sewer District Funds

Solicitation Schedule & Deadlines:

	Solicitation Release/Advertising Date
October 11, 2023	
October 20, 2023 10:00AM	Deadline for Submitting Questions
October 27, 2023 4:30PM	Deadline to post Addendum
November 27, 2023 2:00PM	Deadline to Submit Response
November 27, 2023 2:30PM	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"

November 27, 2023 at 2:00pm

Christi Hoer, Secretary

Phone: 636-584-6251 Email: choer@franklinmo.gov

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: _____

SUBMISSION CHECKLIST

_____ I have reviewed the bid schedule and deadlines, located on the solicitation cover page

_____ I have read ALL Terms and Conditions and Bid documents closely

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

USE THESE FORMS ONLY

_____ Solicitation Cover page

_____ Contractual Terms and Conditions Acknowledgement

_____ Pricing Form completed and signed

_____ I have one original and two copies that are labeled accordingly

_____ I have included contact information

_____ Envelope is sealed and label attached

DESCRIPTION AND CONDITIONS CONCERNING THE DEPOSITORY PLEDGE AND LOAN AGREEMENT FOR BRUSH CREEK SEWER DISTRICT 2024-2026

Brush Creek Sewer District is requesting bids from banks who are interested in becoming the District Depository. It is anticipated that the contract shall commence on or about January 1, 2024 for a two-year term with the option to renew, at both parties discretion, up to one additional two-year period for a total of four years. In the event the awardee desires not to renew for a subsequent contract period, the awardee shall notify the District in writing no later than sixty (60) days prior to the contract expiration date.

The District's goal is to maximize earnings on its funds while utilizing bank management's systems.

All banks are invited to participate in this depository agreement procedure. Preference will be given to participating banks that bid on all sections.

The District reserves the right to accept or reject any and/or all bids regarding the Depository Pledge and Loan Agreement.

LEGAL REQUIREMENTS

Bank depository to collateralize and secure all deposits and investments; as required by Missouri Law in Sections 110.020, 110.010 and 30.270 RSMo.; all security so pledged shall be held by a third-party institution with preference given to third party holding by the Federal Reserve Bank in St. Louis. Safekeeping receipts for pledge collateral and securities shall be delivered to the designated officer and said collateral and securities shall be released only when authorized by the District through a statement signed by the designated officer or the District Executive. If pledged security is not held by the Federal Reserve Bank the depository agrees to have the third-party holder provide the designated officer with a monthly listing of security pledged on us before the tenth day of each month. The monthly listing shall detail the holdings as of the last working day of the immediately preceding monthly along with the purchase date, the coupon interest rate, the maturity date, the par value of each security, the total par value of all securities, the market value of each security and the total market value of all securities. The District reserves the right to reject or request replacement of any security pledged. A listing of acceptable securities under Missouri law is included in this request for proposal.

SCOPE OF SERVICES

SECTION 1. ACCOUNTS

- 1.1 Depository shall provide multiple full-service interest-bearing checking accounts with on-line reporting ability available to multiple “approved only” users. Online reporting shall include prior day activity reports as well as monthly bank statements (e-statements) and account analysis reflecting monthly activity.
- 1.2 Depository shall serve as a clearinghouse for accounts through which all deposits will be made and all checks drawn.
 - 1.2.1 Select accounts shall be protected by “electronic funds only” safeguards. Electronic deposits and account to account transfers are permissible.
- 1.3 The District’s Board of Trustees shall have the right to add, remove or change the designation of any account throughout the course of this agreement.
- 1.4 Any future accounts established by District shall be computed under the terms of this agreement

SECTION 2. INVESTMENTS

- 2.1 Depository will maintain all accounts as interest bearing.
- 2.2 Interest shall be computed upon the daily balances with the depository, and shall be payable to the District monthly as per RSMO 110.150.2
- 2.4 The interest rate paid on closing ledger balance in the accounts will be based on the most recent auction rate of the three-month Treasury Bill.

SECTION 4. ONLINE BANKING SERVICES

The Bank shall provide online banking services including but not limited to the following items.

- 4.1 ACH transactions, both incoming and outgoing.
- 4.2 Stop Payments
- 4.3 Wire Transfers (we’ve only done 1)
- 4.4 Positive Pay
- 4.5 E-Statements with check images

- 4.6 Alerts and image viewing of NSF deposited items
- 4.7 Secure access for multiple authorized users
- 4.8 Ability to download cleared checks file
- 4.9 Make available all current and future online banking features

SECTION 5. COLLATERALIZATION

- 5.1 The Brush Creek Sewer District's Board of Trustees will invest funds outside of this Depositary Agreement. Bank depositary shall collateralize and secure all deposits at a minimum of 105% of the total (less any FDIC insured amounts) as required by Missouri laws in RSMO Sections 110.020, 110.010, 30.270 and the Financial Institutions Reform, Recovery & Enforcement Act (FIRREA).
- 5.2 The District reserves the right to reject or request replacement of any security pledged.
- 5.3 A list of acceptable securities under Missouri law is included in this proposal as **Exhibit A**
- 5.4 Additional collateral shall be available to the District at a negotiated rate, see RSMO 110.250.
- 5.5 FIRREA agreement must be maintained with the District.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor/Contractor Signature

Date

Vendor/Contractor Name and Title

EXHIBIT A

SECURITIES ACCEPTABLE FOR THE SAFEKEEPING OF DEPOSITS ARE:

1. Bonds or other obligations of the United States.
2. Bonds or other obligations of the State of Missouri.
3. Bonds of the Federal Farm Mortgage Company.
4. Bonds of the Federal Home Loan Banks.
5. Any bonds or other obligations guaranteed as to payment of principal and interest by the government of the United States of any agency or instrumentality thereof.

Securities deposited shall be in an amount valued at market equal at least to one hundred percent of the aggregate amount on time deposit as well as on demand deposit with the particular financial institution less the amount, if any, which is insured either by the Federal Deposit Insurance Corporation or by the National Credit Unions Share Insurance Fund.

2023-01 DEPOSITARY OF BRUSH CREEK SEWER DISTRICT'S

PRICING

Please furnish the amounts your Financial Institution will charge for the following items/services. If there is no charge for the listed items/services, please indicate by filling in N/A:

	Per Month	Per Item		Per Month	Per Item
Returned Items			Online Access to Checks		
Redeposit of Returned Items			ACH File Transmission		
Incoming Fed Wires			Monthly Maintenance		
Stop Payments			Check Stock		
ACH Credits			Deposit Tickets		
Remote Deposit			Armored Car		
Remote Deposit Item Charge			Monthly Sweep Fee		
Currency and Coin Deposit			FDIC Insurance		
ACH Debits			Interest/Rep Rate		
Cleared Checks Fee			Account Reconciliation		
On Line Wire Transfer			Software		
Reverse Wire			Loan Rates		
Reverse Positive Pay			Credit Cards		
Fleet Cards			Image viewing of NSF deposited items		
Online banking					

INTERST RATE ON DEPOSIT: _____

INTEREST RATE ON LOAN: _____

ATTACHMENT 1

SEALED RESPONSE LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

Franklin County Deputy Auditor
400 East Locust St, Rm 203
Union, MO 63084

SOLICITATION # 2023-01 DATE: **November 27, 2023 2:00pm**

DESCRIPTION: Depository of Brush Creek Sewer District
Funds

Vendor Name: _____

Vendor Address: _____