CITY OF JOPLIN
JOPLIN, MO

2026-RFP-08

REQUEST FOR PROPOSAL
BANKING SERVICES

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CITY OF JOPLIN
TERMS AND CONDITIONS
REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. **Amendment** means a written, official modification to an RFP or to a contract.

b. **Attachment** applies to all forms, which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

c. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed bids by the Department in its office.

d. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

e. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

f. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.

g. **Exhibit** applies to forms, which are included with an RFP for the offeror to complete and return with the sealed proposal prior to the specified opening date and time.

h. **Request For Proposal (RFP)** means the solicitation document issued by the Finance Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

i. **May** means that a certain feature, component or action is permissible, but not required.

j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.

k. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and /or services required in the RFP. The pricing pages must be completed and returned by the offeror with the proposal prior to the specified proposal opening date and time.

l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri.

m. **Shall** has the same meaning as the word must.

n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Finance Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the Finance Department as indicated on the first page of the RFP. Such communication should be received at least seven calendar days prior to the official proposal opening date.

Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received by the Finance Department less than seven calendar days prior to the RFP opening date may not be answered.

b. Offerors are cautioned that the only official position of the City of Joplin is that position which is stated in writing and issued by the Finance Department in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

c. During the bidding process all vendors must contact the Finance Department for any questions or clarifications of information contained in this RFP. Vendors are required to refrain from contacting any City employee concerning this RFP, during the course of the bidding process.

d. If a pre-bid conference is scheduled, this is the proper time to submit initial questions relevant to the RFP. This will give an equal opportunity for ALL vendors to hear and respond to ALL questions concerning the specifications in a fair and impartial way.

e. The Finance Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by

offerors, or any other anti-competitive conduct by offerors, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

f. The RFP is mailed to potential offerors at the current address maintained on the vendor registration file in the Finance Department. If any portion of the address is incorrect, the bidder must notify the Finance Department in writing upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.

g. The Finance Department reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF PROPOSALS

a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF PROPOSALS

Sealed Formal Proposals - ($15,000 and Over)

a. A proposal submitted by an offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand delivered (not faxed) to the office of the Finance Department and officially clocked in no later than the exact opening time and date specified in the RFP.

b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope.

c. A proposal may only be modified or withdrawn by signed, written notice, which has been received by the Finance Department prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic request to withdraw or modify a proposal shall not be honored.

d. Offerors must sign and return the RFP cover page in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

5. FACSIMILE DOCUMENTS - SEALED FORMAL PROPOSALS

All responses to sealed RFP's and amendments to sealed RFP's, including "no bid" responses and requests to modify a proposal, must be delivered to the office of Finance Department in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by the Finance Department prior to the official opening date and time specified.

6. SEALED FORMAL PROPOSAL OPENING

a. Sealed formal proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening. The contents of the proposals shall not be disclosed.

b. It is the offeror's responsibility to ensure that the proposal is delivered by the official opening date and time to the Finance Department.

c. Proposals, which are not received by the Finance Department prior to the official opening date and time, shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the offeror. Late proposals shall not be opened.

7. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Finance Department before contract award. Upon discovering an apparent clerical error, the Finance Department shall contact the offeror and request written clarification of the intended proposal. The corrections shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by an offeror but not reflected on the pricing page shall be subject to evaluation if deemed by the Finance Department to be in the best interests of the City of Joplin.

c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of RFP and (2) is the lowest and best proposal, considering

price, responsibility of the offeror, and all other evaluation criteria specified in the RFP.

e. In the event all offerors fail to meet the same mandatory requirement in an RFP, the Finance Department reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Finance Department reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. When evaluating a proposal, the City of Joplin reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from an offeror's references, or from any other source. The City reserves the right to accept or reject any and all proposals.

g. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

h. Any award of a contract shall be made by written notification from the Finance Department to the successful offeror. The Finance Department reserves the right to make awards by item, group of items, all or none, or a combination thereof, with one or more suppliers.

i. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

j. The Finance Department reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

8. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP, and (3) Finance Department's acceptance of the response (proposal) by "Notice of Award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the City of Joplin or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

9. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Finance Department.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

10. CONFLICT OF INTEREST

a. Officials and employees of the City of Joplin, its governing body, or any other public officials of the State of Missouri must comply with provisions of the Joplin City Code as well as Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships, which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships, which create such a conflict.

11. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the City of Joplin of any existing or future right and/or remedy available by law in the event of any claim by the City of Joplin of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the City of Joplin of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of

action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the City of Joplin.

12. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Finance Department may cancel the contract. At its sole discretion, the Finance Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Finance Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Finance Department will issue a notice of cancellation terminating the contract immediately.

c. If the Finance Department cancels the contract for breach, the Finance Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Finance Department deems appropriate and charge the contractor for any additional costs incurred thereby.

13. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the Unites States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

14. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program, which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and,

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning. If discrimination by a contractor is found to exist, the Finance Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists issued by the Finance Department until corrective action by the contractor is made and ensured, and referral to the attorney General's Office, whichever enforcement action may be deemed most appropriate.

15. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provision of the Americans with Disabilities Act. (ADA).

16. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

City of Joplin
Terms and Conditions
Request for Proposal

INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

1.1 The City of Joplin invites qualified local banking institutions to submit proposals for the provision of banking services as described in the attached specifications. Sealed proposals will be received until **10 a.m. on Thursday, February 12, 2026** at the office of the Director of Finance, 602 South Main Street, Joplin, Missouri 64801.

1.1.1 The contract is for four (4) years commencing July 1, 2026 and extending through June 30, 2030. The contract may be extended by the mutual consent of the Depository and the City for an additional one (1) year or until another depository is selected.

1.1.2 Whenever temporary idle funds are available, the City may purchase certain short-term investments. All Financial Institutions which meet the minimum qualifications set forth in this document will be given an opportunity to be placed on the investment bid list and to participate in the bidding process at the time these instruments are sought for purchase.

2. QUALIFICATIONS

2.1 To qualify as a depository for City funds, the Financial Institution must meet the following qualifications:

2.1.1 The proposer must be a chartered banking institution with branch banking facilities located within the city limits of Joplin, Missouri. The branch bank of the proposer located within the City must be able to offer the full range of banking services required by this Request for Proposal (RFP).

2.1.2 All banks submitting proposals must be full-service banking institutions capable of providing at least those services identified in Exhibit A.

2.1.3 All banks submitting proposals must collateralize 106% of the City's deposits in excess of applicable FDIC insured funds in accordance with the City's Investment Policy (Exhibit C). The acceptable collateral includes United States Treasuries, GNMA (Government National Mortgage Association), U.S. Government Agency or U.S. Government Sponsored Entities as set forth in Section 2-228 of the City's Investment Policy. Any such collateral shall be provided as required by the City Investment Policy.

2.1.4 The successful bidder will be required to enter into a depository agreement substantially similar to the one identified as Exhibit B.

2.1.5 The investment activities of the City will in no way be affected by the appointment of a banking institution to handle the City's regular checking account. All investment activities will be handled at the direction of the City's Finance Director and in accordance with state laws.

2.1.6 The City reserves the right to rescind the appointment of a banking institution should the banking relationship become unsatisfactory. This will require a majority vote of the City Council.

2.1.7 The City reserves the right to reject collateral after review, based upon collateral evaluation, existing market and financial conditions.

3. PROCEDURAL INSTRUCTIONS:

3.1 The intent of this Request for Proposal (RFP) is to select one banking institution to provide basic banking services to the City of Joplin, Missouri. However, the City may also elect to award an agreement to the winning proposer for any or all optional services.

3.2 Each proposer shall use the attached Proposal Form, Exhibit A, and Optional Services Proposal Form, Exhibit A-1, or copies thereof in submitting a proposal. It is required that the proposal be completed in its entirety. The proposal must include a copy of the banking institutions latest financial report.

3.3 If a service cannot be met by a proposer, then the term "No Proposal" should be entered on the Proposal Form for that specific requirement. Equivalent alternative proposals for any and all of the optional banking services will be considered.

3.4 Proposals must be submitted in a sealed envelope or package bearing the title "City of Joplin, Banking Services Proposal, "2026-RFP-08" along with the proposer's name and address. The proposer shall return three (3) copies of completed proposal forms and other required information to Leslie Haase, Finance Director, City of Joplin, 602 South Main Street, Joplin, MO 64801, no later than 10 a.m. on Thursday, February 12, 2026. It is the responsibility of the proposer to ensure that the proposal arrives on time at the correct location. The proposal must be valid for a period of 60 days from the date of receipt by the Finance Director.

3.5 All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request.

3.6 The Finance Director's office shall be the only contact for any or all aspects of this RFP. Questions should be directed to Leslie Haase, Finance Director, and telephone number: 417-624-0820, extension 1251 or e-mail address: LHaase@joplinmo.org.

3.7 The City reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, and to accept or reject any item or combination of items.

3.8 If the banking institution does not execute an agreement within ten (10) working days of Council passage of a resolution awarding contract, the City may give notice to the banking institution of the City's intent to select the next most qualified "proposing banking institution" or call for new proposals, whichever the Finance Director deems appropriate.

4. SELECTION PROCESS:

4.1 Criteria for evaluation of proposals shall be as follows:

4.1.1 Legal and other qualifications met by the proposer.

4.1.2 Completeness of proposal.

4.1.3 Financial strength and capacity of the banking institution.

4.1.4 Ability to meet requirements. All service requirements must be able to be installed and operating on the first day of the bank contract.

4.1.5 Total cost to the City.

4.2 Responsiveness to criteria:

4.2.1 Services will be evaluated on availability, time schedules, reporting and in the case of interest-bearing demand accounts, services will be evaluated on interest rates. Each proposer is required to submit examples of reports mentioned in Required Services.

4.2.2 All proposals from qualified public depositories that pass the completeness test and financial strength/capacity tests and provide a satisfactory service level will then be ranked based upon least total cost to the City. Total cost to the City is defined as the lowest combination of projected monthly service costs, highest earnings factor specified in banking institution's proposal and the resulting compensating direct fee.

4.2.3 The basic required service proposal will be evaluated separately from any optional service proposal. Please make each proposal separate so that each can be evaluated on its individual completeness and cost criteria.

5. CONTRACT TERMS

5.1 The selected banking institution shall be designated as the City's depository for a four (4) year period commencing on July 1, 2026. The Banking Services Contract may be extended for one (1) additional year upon written notice by the City under the same terms and conditions, thereby providing for up to five (5) years of depository and banking services.

5.2 The Banking Services Contract shall provide that either the City or the selected banking institution reserves the right to cancel any agreement at any time upon ninety (90) days written notice of its intent to terminate any agreement. A decision to terminate the depository contract during the initial two years of the contract may NOT be as a result of profitability or non-profitability by either party.

5.3 The City of Joplin Banking Services Contract is expected to be awarded at the City Council Meeting to be held on March 16, 2026 in the City Council Chambers, 602 South Main Street, Joplin, Missouri, 64801.

6. DESCRIPTION OF OPERATING SYSTEM

6.1 The City of Joplin currently maintains one general demand account, two zero-balance accounts one each for accounts payable and payroll, and six (6) special purpose checking accounts— Health Insurance, Flexible Spending, Joplin Municipal Division, Drug Forfeiture, TIF EATS and TIF PILOTS.

6.2 The City's main demand account performs as our general operating account and receives all maturing investments and City revenues. Disbursements are made by City checks, ACH transmissions and/or wire transfers.

7. REQUIRED BANKING SERVICES

Each proposer shall submit a comprehensive list of service prices by completing the service cost section (Exhibit A) of the RFP. This list will be considered all inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the duration of the Banking Services Contract. Services will be evaluated on availability, costs, time schedules, interest rates and the applicability of optional services. The following categories are the basic package of required banking services:

7.1 Bank Accounts

7.1.1 Main Operating Account: The banking institution will furnish the city with a main operating account. Deposits are primarily made in checks with some currency and credit card transactions. Disbursements from the main account will be mainly through accounts payable checks, payroll checks, ACHs and a small number of wire transfers. The City of Joplin currently issues approximately 1,000 accounts payable checks per month and 300 payroll checks, with the remaining payroll issued through direct deposit. The average number of deposits per month is 450. Accounts payable and payroll checks should be charged against two separate zero-balance checking accounts and cleared against the main operating account. Supplying of imprinted checks is a City responsibility for the main operating account and the two zero-balance accounts.

7.1.2 Health Insurance: The banking institution will furnish the city with a checking account into which deposits will be made for health insurance premium costs for the city and employees. Deposits are made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average approximately 30 per month. This is an interest-bearing account.

7.1.3 Flexible Spending: The banking institution will furnish the city with a checking account into which deposits will be made for flexible spending accounts (FSA) for our city employees. Deposits are made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average 30 per month. This is an interest-bearing account.

7.1.4 Joplin Municipal Division: This account is state mandated. The Joplin Municipal Court issues approximately 30 disbursements per month. Deposits are made in checks, currency, ACHs, and credit card. The average number of deposits is 30 per month. This is an interest-bearing account.

7.1.5 Drug Forfeiture: This account is federally mandated. Disbursements from this account are minimal, averaging less than 5 per month. The average number of deposits is 2 per month. This is an interest-bearing account.

7.1.6 TIF EATS: The City of Joplin issues approximately 5 TIF EATS checks per month. The average number of deposits is 5 per month. This is an interest-bearing account.

7.1.7 TIF PILOTS: The City of Joplin issues approximately 5 TIF PILOTS checks per year. The average number of deposits is 5 per year. This is an interest-bearing account.

7.1.8 Additional Accounts as Needed: The banking institution will provide the City with additional low volume special purpose checking accounts as the need arises. Such accounts will be provided with personalized and pre-numbered checks and deposit slips at no additional charge, and will be included in the total account analysis, with earnings credit given for collected balances and itemized charges compensated for through collected balance or fee payment through the primary demand deposit checking account. No charges will be made directly to any of these special accounts.

7.2 Banking Services

7.2.1 Electronic Funds Transfer: The Finance Department currently initiates wire transfers via the internet. This proposal is for internet access that would allow the Finance Department to initiate outgoing transfers and receive data on incoming and outgoing wire transfers.

The City has approximately 30 incoming and 15 outgoing wire transfers per month. The banking institution will provide for instant wire transfer of funds to any bank using the internet and federal wire systems for investment purchases or sales and other transactions with commercial banks or brokerage houses. Incoming wires shall be posted to the City's account within one hour of being received by the bank. When there are both transfers in and transfers out during the same day, they will be treated as if occurring simultaneously, precluding any consideration of daylight overdrafts for purposes of the RFP. Wire service credit and debit notices must be reported daily and included in the monthly statement.

7.2.2 Account Maintenance

7.2.2.1 Deposits accepted and/or received by 2:00 p.m., will be credited to the account on that same day.

7.2.2.2 Monthly Statements showing the overall activity of the City's accounts will be provided. These reports shall include a monthly detailed analysis of the banking institution's cost of operating the City's accounts. All canceled checks will be available electronically. The monthly statement will include the amount of interest paid or charged as a result of the daily funds balance.

7.2.2.3 Specific Contacts will be identified in both the branch and main office that are available during normal working hours to answer questions. These personnel shall be familiar with the City's accounts and the Banking Services Contract.

7.2.2.4 Insufficient Fund returned checks will be automatically presented for collection a second time.

7.2.2.5 Safety Deposit Box is required for the City that must be at least 8 ½" x 11" in size.

7.2.2.6 Branch Locations are utilized by various departments to make night deposits for the pools, golf course, and others. Please provide a listing of branch locations that offer a night depository drop off box.

7.2.2.7 Depository Credit/Debit Card Transactions: The City currently accepts MasterCard, VISA, American Express and Discover credit cards as a means for payment at the following locations:

- Public Works – 1 Machine
- Finance – 2 Machines
- Parks Athletic Complex – 1 Machine
- Parks Pools – 1 Machine
- Municipal Court – 2 Machines
- Jail – 1 Machine
- Police – 1 Machine
- Health – 2 Machines
- Museum – 1 Machine
- MAPS – 1 Machine
- Fire – 1 Machine

A separate merchant number is needed for each location. Additional locations could be added in the future. Also, the City requires EMV Chip Card technology on these machines.

7.2.2.8 Direct Deposit of Payroll Checks is currently a benefit to employees. The bank should indicate the minimum number of working days prior to the date of payment that the City would be required to deposit payroll monies and provide the transmission information. Funds should be available to employees at their respective banks at the time of opening on the date of payment. The City of Joplin is on a bi-weekly payroll schedule (26) pay periods per year.

7.2.2.9 On-line Banking Services including:

7.2.2.9.1 Positive Pay Services
7.2.2.9.2 On-line Stop Payment Services
7.2.2.9.3 Imaging
7.2.2.9.4 On-line reporting for banking transactions
7.2.2.9.5 On-line Wire Transfers & Account Transfers

7.3 Compensation

Each month the bank will be compensated for the services provided. The following procedures will be followed:

7.3.1 The bank will compute the actual cost to service the account based on the transaction volumes and the actual services provided. All fees will be deducted from the general account.

7.3.2 The bank will calculate interest earnings and deposit them into the general account and each of the special purpose checking accounts monthly.

7.3.3 The charges calculated in this section shall be the sole compensation to the bank for account services provided.

7.3.4 The bank agrees to abide by the service charges submitted in its proposal for a period of four (4) years and one additional year by agreement of both parties.

7.4 Optional Banking Services

In addition to the basic services described the City requests proposals for optional services. A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. The "Selection Criteria" set forth previously herein applies to the selection of a banking institution for optional banking service(s). The City may be interested in the following optional banking services:

7.4.1 Automatic Overnight Investments

At a mutually agreed upon time each working day, the prior day's net collected balance shall be invested overnight through the banking institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

7.4.2 Other Optional Services as identified by the proposing bank.

8. VOLUME OF ACTIVITY – MONTHLY AVERAGE

8.1 Number of deposits	450
8.2 Number of A/P checks written	1,000
8.3 Number of Payroll checks written	300
8.4 Number of Payroll direct deposits	1,600
8.5 Number of wire transfers in/out	15/10
8.6 Number of credit card transactions	2,000
8.7 Dollar value of credit card transactions	$200,000
8.8 Average number of stop payments	5
8.9 Average daily balance-General Account	$95,000,000

9. The City has been carrying a higher average daily balance than normal. At any time, the City may invest idle funds. If the City invests idle funds, the average daily balance would be approximately $40,000,000.

EXHIBIT A: PROPOSAL - BANKING SERVICES

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Joplin, Missouri, submits the following bid for banking services for the four-year period beginning July 1, 2026, as per specifications and exhibits attached.

1. Bank Services to be provided:
    a. Demand deposit checking account services
    b. Additional checking accounts as specified in this Request for Proposal
    c. Electronic fund transfer notification and on-line banking
    d. Account reporting, maintenance, and service
    e. Credit/Debit card services
    f. Other services as specified in this Request for Proposal
2. Charges for Services

Please complete all items on the questionnaire and attach any supplemental material you wish. You may use a separate sheet of paper to answer the following questions. If there are other services your financial institution can provide that would benefit the City, please provide the cost of those services and how they would benefit the City. If your financial institution does not or cannot provide a specifically requested service, please indicate so. Please submit samples of reports (e.g., check printouts, bank statements, account analysis, etc.) The City retains the right to select any and/or all items listed in this questionnaire as services to be provided by the financial institution receiving the contract.

3. Contact

Who may we contact at your financial institution regarding this proposal?

_____	_____
Name	Title
_____	_____
Office Address	Phone

EXHIBIT A-1
2026 BANK BID FEE RESPONSE FORM

SERVICE DESCRIPTION	QTY (per Month)	Bid Fee/Response
GENERAL ACCOUNT SERVICES:		
Checking Account Maintenance-Per Month	9	_____
ZBA Account Maintenance-Per Month	2	_____
ZBA Account Master Maintenance-Per Month	1	_____
Debits: Checks Paid Only-Per Item	1,100	_____
Debits: Electronic/Miscellanous-Per Item	80	_____
Credits: Electronic Deposits (ACH)-Per Item	300	_____
Collected Overdrafts-Per Item	20	_____
Deposit Assessment-based on Average Balance	20,000,000	_____
DEPOSITORY ACCOUNT SERVICES:		
Deposited Items: Cash Deposits	150,000	_____
Deposited Items: Coin Rolls	5	_____
Deposited Items: Branch Check Deposit-Per Item	3	_____
Image Cash Letter-Monthly Maintenance	1	_____
Image Cash Letter-Per Item	4,600	_____
Remote Deposit-Per Item	800	_____
Return Deposited Items	5	_____
Return Deposited Item Maintenance	2	_____
Return Deposited Item Email	15	_____
Recleared Checks-Per Item	5	_____
DISBURSEMENT SERVICES:		
Automated Stop Payment	5	_____
Auto Stop Pay-12 Month	5	_____

EXHIBIT A-1
2026 BANK BID FEE RESPONSE FORM

SERVICE DESCRIPTION	QTY (per Month)	Bid Fee/Response
FUNDS TRANSFER SERVICES:		
ACH Monthly Maintenance	2	_____
ACH Items Originated-Per Item	3,500	_____
ACH File Originated-Per File	10	_____
ACH Return-Per Item	10	_____
ACH Delete-Reversal-Per Item	1	_____
ACH Debits Received-Per Item	70	_____
ACH Credits Received-Per Item	400	_____
ACH Same Day Origination-Per Item	1	_____
ACH Risk Manager	1	_____
EPA Account Filter Maintenance	9	_____
Wire Transfer-Incoming-Per Item	2	_____
Wire Transfer-Outgoing-Per Item	10	_____
Wire Transfer-International Outgoing-Per Item	1	_____
Wire Transfer-Advice Email Notification-Per Item	2	_____
Account Internal Funds Tranfer-Per Item	8	_____
Remote Deposit-Monthly Maintenance	1	_____
Remote Deposit-Site License	1	_____
Remote Deposit-Per Item	800	_____
RECONCILIATION SERVICES:		
Positive Pay-Per Item	1,200	_____
Positive Pay Maintenance-Per Account	5	_____

EXHIBIT A-1
2026 BANK BID FEE RESPONSE FORM

SERVICE DESCRIPTION	QTY (per Month)	Bid Fee/Response
Paper Debit Block	1	_____
Check Imaged Items-Per Item	1,100	_____
Check Image Maintenance-Per Account	5	_____
Returned Check-Non Payment-Per Item	3	_____
INFORMATION REPORTING SERVICES:		
Current Day Balance Reporting-per account	9	_____
Prior Day Balance Reporting-per account	9	_____
Current Day Transation Detail-per item	1,000	_____
Prior Day Transaction Detail-per item	1,000	_____
Online Access Base Charge	1	_____
Wire Module	1	_____
INTEREST OR EARNINGS CREDIT:		
Earnings Rate on Idle Funds	40,000,000	_____
Earnings Credit Allowance		_____

EXHIBIT A-2: PROPOSAL - OPTIONAL BANKING SERVICES FEE

Automatic Overnight Investments (percent of earnings) _____

ATM's at certain city locations:

Any Other Optional Services:

EXHIBIT B

AGREEMENT
FOR DEPOSITORY SERVICES

THIS AGREEMENT, by and between the **CITY OF JOPLIN**, Missouri, whose address is 602 South Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and XXXX Bank, whose address is XXXX, hereinafter referred to as the "Bank" is for professional banking services.

WHEREAS, the City desires to retain a Federally Insured Banking Association to provide general depository services.

WHEREAS, Requests for Proposals were issued; and

WHEREAS, the Bank has submitted a proposal and has been selected to provide the depository services.

NOW THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Bank agrees to perform all services in a professional and responsible manner and in accordance with this Agreement, the City's Request for Proposals incorporated herein by reference and attached hereto as Attachment "A", the Bank's Proposal dated XXX, incorporated herein by reference and attached hereto as Attachment "B". If the provisions of any Agreement document conflict with the provisions of any other Agreement document, either specifically or as to intent, the provision which allows the strictest construction shall control.

ARTICLE II - SCOPE OF SERVICES

I. Demand Deposit Checking Accounts

A). GENERAL ACCOUNT - The Bank Depository will provide a single bank account to handle the City's daily banking operations. Funds will be deposited into this account on a regular basis both by City personnel and by incoming wire transfers. Disbursements from this account will be accomplished by check drafts issued by the City as well as outgoing wire transfers initiated by authorized City personnel and transfers made to the City's imprest payroll account and imprest accounts payable account.

B). RATE OF INTEREST - The Bank Depository will grant XXXX. Such rates shall be in accordance with Bank's Response (Attachments "B" and "C").

C). IMPREST PAYROLL ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all City payroll disbursements to employees and remittances of payroll withholdings and deductions to the appropriate agencies. Sufficient amounts to cover checks or Automatic Clearing House (ACH) transactions presented for payment against the Payroll Account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

D). IMPREST ACCOUNTS PAYABLE ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all accounts payable disbursements to vendors. Sufficient amounts to cover checks presented for payment against the accounts payable account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

E). SUBSIDIARY ACCOUNTS - The Bank Depository will provide to the City the following additional demand deposit accounts required to be maintained separately from the City's general funds:

City of Joplin Health Insurance Account
City of Joplin Flexible Spending Account
Joplin Municipal Division Account
City of Joplin Drug Forfeiture Account
City of Joplin TIF EATS Account
City of Joplin TIF PILOTS Account

The Depository will also provide additional interest-bearing demand deposit accounts to the City as needed. All conditions and requirements applicable to existing subsidiary accounts will be applicable to any new accounts established during the term of the agreement. Such accounts will be provided with deposit slips and will be included in the total account analysis. No accounts may be opened in the name of the City without the authorization of the Director of Finance or the City Manager.

The rate of interest to be paid on ledger balances in these accounts will be the same as is paid on balances in the City's General Account.

F). AVAILABILITY OF FUNDS - The Bank Depository will agree to provide the City with same day credit for all cash deposits and for incoming wire transfers, provided these transactions are completed prior to 2:00 p.m. on any given regular business day.

Deposits of all cash equivalent items (U.S. Treasury checks, state warrants and money orders) as well as check drafts will be available for use by the City according to the Schedule of Availability submitted by the Depository with its proposal.

G). BANK STATEMENTS AND ACCOUNT RECONCILIATION - The Bank Depository will provide monthly bank statements as well as full and complete account reconciliation services for all accounts under the City's control according to the minimum standards set forth as follows:

* Bank statements on all accounts will be furnished to the City within ten (10) business days after the last working day of the calendar month.

* Bank statements will be issued on a calendar month basis covering a period from the first day of the month through the last day of the month.

* Supporting documentation such as deposit tickets; debit memos; and credit memos will be returned along with the respective bank statement. Cancelled checks will be available electronically.

* All bank statements and other correspondence relating to depository transactions or other banking services should be delivered to the Director of Finance or his designee.

H). COLLATERAL SECURITY - The Bank Depository will provide, at all times, pledged collateral in the amount of at least 106% for all City funds on deposit in excess of applicable FDIC insurance. All pledged collateral must be held in a third-party joint custody account in the name of the City and the Depository and must be held in instruments that are in strict compliance with Section 2-228, Authorized and Suitable Investments of the Joplin City Code. Collateral shall be released and/or substituted only upon the joint written authorization of the City and the Depository. The Depository agrees to provide the City with monthly statements of pledged collateral held in safekeeping that will include par value, coupon interest rate, current market value, maturity date, Cusip number and a description of the collateral. The Depository will be required to sign and abide by the terms of a separate Depository Security Agreement, being Attachment "D" attached hereto.

II. Other Banking Services

A). DEPOSIT SLIPS - The Bank Depository will provide the City with pre-printed deposit slips at no charge.

B). WIRE TRANSFERS - The Bank Depository will permit and facilitate direct

wire transfers into and out of City accounts from and to various Federal and State agencies as well as from and to other businesses and organizations. Prompt completion and notification of wire transfers is expected.

C). SERVICE CHARGES - The Bank Depository will assess fees against City Accounts as identified on Attachment "C".

D). SAFETY DEPOSIT BOX - The Bank Depository will provide the City with a safety deposit box at a Joplin branch location (minimum dimensions 8 1/2" X 11").

E). LOCKING BANK DEPOSIT BAGS - The Bank Depository will furnish and replace locking and non-locking bank deposit bags as needed.

F). DIRECT DEPOSIT SERVICES - The Bank Depository must be able to provide direct deposit of employee payroll earnings using the Automated Clearing House system, with the information provided through online banking services. The City maintains a bi-weekly payroll schedule with payday on every other Friday. Information will be transmitted to the Depository on the Wednesday preceding the Friday pay date. Employee earnings must be credited to their designated account(s) and available for their use by 8:00 a.m. on the appropriate Friday pay date. While the City does not require 100% participation in the direct deposit program, those employees choosing this method of payment must be allowed to make deposits into multiple accounts of their choice and be able to change the deposit location as frequently as City policy allows. (Note the City recognizes the normal schedule referenced above may have to be altered slightly due to holidays.)

G). NIGHT DEPOSITORY SERVICES - The Bank Depository will make available night depository services for evening and weekend events involving the collection of City funds, the location of which will be established by mutual agreement between the City and the Depository.

H). INSUFFICIENT FUNDS/RETURNED ITEMS - The Bank Depository will automatically redeposit any returned check into the City's General Account for which notification is not required. Items returned a second time as insufficient drafts will be debited against the City's General Account and promptly returned to the City for further collection action.

I). INVESTMENT SERVICES - The Bank Depository will provide the City assistance in the purchase or sale of U.S. Government securities. The Bank Depository will also provide, upon request, information pertaining to interest rates and general market conditions to assist the City in their investment program. These services are requested as operational assistance and not to be held as investment advisory assistance.

J). BANK LIAISON - The Bank Depository will provide an officer of the institution to serve, without compensation, as a liaison to the City in regards to the depository and other financial services offered by the Depository. This officer will also be available for consultation with City personnel and outside auditors when needed in matters involving the depository agreement and the services provided.

K). BANK CARD SERVICES - The Bank Depository will assist the City with the processing of credit card transactions and debit card transactions in various locations throughout the City. The City will pay all reasonable charges for installation, maintenance and consulting. A separate merchant number should identify each location.

ARTICLE III - AGREEMENT TIME

Performance hereunder will commence at 12:01 A.M. on July 1, 2026, and continue to and until 12:00 P.M., on June 30, 2030.

This Agreement may, at the option of the City, be extended for an additional term of one (1) year, upon the same terms and conditions. If City desires to extend this Agreement, it shall provide at least sixty (60) days' written notice.

City shall have the right to terminate this Agreement upon seven (7) days' prior written notice by Certified mail, return receipt requested, to the address mentioned above for breach of any of the terms and conditions of this Agreement. Upon termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE IV - GENERAL CONDITIONS

1. The Bank shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Bank shall prosecute the work in a diligent manner.

3. This Agreement shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, to solicit or secure this

Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bank, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Bank shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

ARTICLE V - RESPONSIBILITIES

The Bank shall:

a) Maintain its corporate office, or a full-service branch within the City limits of Joplin, Missouri;

b) Maintain its charter issued by the Federal Government and/or the State of Missouri;

c) Maintain Federal Deposit insurance;

d) Maintain a loan to deposit ratio of at least sixty percent (60%) in the Joplin Metropolitan Area; comply with the Federal Community Reinvestment Act; and support economic development activities and civic causes which demonstrate a commitment to the Joplin community, such as participation in Chamber of Commerce, Joplin Industrial Development Corporation and Joplin Industrial Development Authority and other City or Chamber sponsored economic development activities.

The City shall:

a) Cooperate with Bank's reasonable requests for assistance, and make available, a designated liaison to Bank; i.e., the Director of Finance or his designee.

b) Consider suggestions from Bank to streamline or improve procedures.

ARTICLE VI - ADOPTION OF REQUEST FOR PROPOSAL AND PROPOSAL AND ADDENDUM

The City and Bank acknowledge and agree that this Agreement is awarded based upon information submitted in Bank's Proposal and Addendum prepared in response to City's Request for Proposal. All services performed shall be in accordance with the Agreement documents as defined in Articles I and II above.

ARTICLE VII - INDEMNIFICATION

The Bank covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, and to indemnify the City for any loss or damage, arising out of Bank's negligence in the performance of services under this Agreement.

ARTICLE VIII - STATUS OF THE BANK

The Bank shall be and shall remain an independent Contractor with respect to all services performed hereunder and agrees to and does accept full and exclusive responsibility for the provision of the services in accordance with this Agreement.

ARTICLE IX - AGREEMENT

This Agreement and the attached Agreement Documents contain the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in three (3) counterparts, each of which shall be deemed an original on this _____ day of _____, 2021.

FOR THE BANK

BY: _____
TITLE: _____

ATTEST:

BY: _____
Secretary

FOR THE CITY

BY: _____
Nicholas Edwards, City Manager

ATTEST:

BY: _____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

BY: _____
Peter C. Edwards, City Attorney

EXHIBIT C

CITY OF JOPLIN
INVESTMENT POLICY

Sec. 2-221. Generally.

It is the policy of the City of Joplin, Missouri to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and while conforming to the Constitution of the State of Missouri, and the City Charter of the City of Joplin, Missouri.

Sec. 2-222. Applicability of division.

This investment policy applies to the investment activities of the City of Joplin, Missouri except for the Policeman/Fireman's Pension Trust Fund, Employee Deferred Compensation Plan Funds, Barbee Trust Fund, Connor Trust Fund and Hager Book Trust Fund, which were organized and administered separately. The financial assets of all other funds, including the General Fund, Special Revenue Funds, Capital Projects Funds, Proprietary Funds, Internal Service Funds and Fiduciary Funds, and any other funds that may be created from time to time, shall be administered in accordance with the provisions of this policy.

Sec. 2-223. Standard of prudence.

(a) The standard of prudence to be used by investment officials shall be that of a "prudent person", which states, "investments shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in their management of their own affairs, not for speculation, but investment, considering the probable safety of their capital as well as the probable income to be derived" and shall be applied in the context of managing the entire portfolio.

(b) Investment officials, acting in accordance with the "prudent person" standard, shall be relieved of personal liability for an individual security's credit risks or market price changes, provided deviations from the expectations are reported in a timely fashion and appropriate actions are taken promptly to control adverse developments.

Sec. 2-224. Objective of investment program.

(a) Safety of principal is the foremost objective of the investment program. The cash investments of the City of Joplin, Missouri shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To obtain this objective, diversification of issuers, securities and maturities may be needed in order to reduce overall portfolio risk. Speculative investments or trading in the pursuit of gain or profit is prohibited.

(b) The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow characteristics of the portfolio. The guideline used by the Director of Finance to determine whether the market rate of return is being achieved will normally be the 91-day U.S. Treasury Bill rate. If the 91-day U.S. Treasury Bill rate is not being achieved (an inverted yield curve being an example), the Finance Director should document the reason.

(c) The City of Joplin's investment portfolio will remain sufficiently liquid to enable the City to meet all operating and capital requirements, which might be reasonably anticipated.

Sec. 2-225. Duties of director of finance; investment committee.

(a) The Charter provides that the Director of Finance acts as city treasurer and has custody of all public funds belonging to the City. The responsibility for the day-to-day management of the City's investment portfolio is delegated to the Director of Finance. The Director of Finance shall establish written procedures for the operation of the investment program, consistent with this division and approved by the Investment Committee. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

(b) The investment committee is created and composed of the Director of Finance, the City Manager or designee, the City Attorney or designee, and one private sector investment professional that shall be hired through the regular procurement policies of the City of Joplin. Members of the investment committee shall meet at least quarterly to determine general strategies and monitor results. The investment committee shall include in its deliberations such topics as: economic outlook, portfolio diversification and maturity structure, potential risks to the City of Joplin's funds, expected cash flow requirements, authorized depositories, brokers and dealers, and the target rate of return on the investment portfolio.

Sec. 2-226. Ethics and Conflicts of Interests.

(a) Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with proper execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City of Joplin and they shall further disclose any personal financial investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City particularly with regard to the timing of purchases and sales.

(b) All participants in the investment process shall seek to act responsibly as custodians

of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Sec. 2-227. Depositories and brokers.

(a) Depositories shall be selected through the government's banking service procurement process, which shall include formal requests for proposals every four years. In selecting depositories, the credit worthiness of the institution shall be considered, and the Director of Finance shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. Included in the depository and banking services is the bid and evaluation of the overnight investment account.

(b) Banks and Savings and Loan Associations seeking to establish eligibility for the City's competitive certificate of deposit purchase programs shall submit bids as required in the formal bid process which shall be reviewed by the investment committee.

(c) Before accepting funds or engaging in investment transactions with the City of Joplin, the supervising officer at each depository and recognized securities broker/dealer shall submit a certification. The document will certify that the officer has reviewed the investment policies and objectives and agrees to disclose potential conflicts or risks to public funds that might arise out of the business transactions between the firms/depository and the City of Joplin. All financial institutions shall agree to undertake responsible efforts to preclude imprudent transactions involving the City's funds.

(d) The supervising officers shall agree to exercise due diligence in monitoring the activities of other officers and subordinate staff members engaged in transactions with the City. Employees of any firm or financial institution offering securities or investments to the City shall be trained in precautions appropriate to public sector investments and should be required to familiarize themselves with the City's investment objectives, policies and constraints.

(e) The Director of Finance will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness, reputation, and experience who are authorized to provide investment services in the State of Missouri. These may include "primary dealers" or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule). No public deposit shall be made except in a qualified public depository as established by the State of Missouri laws.

(f) All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Director of Finance with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) registration, trading resolution, proof of State of Missouri registration, completed broker/dealer questionnaire, certification of having read the entities' investment policy and depository contracts.

(g) An annual review of the financial condition and registrations of qualified bidders

will be conducted by the Director of Finance.

(h) A current audited financial statement is required to be on file for each financial institution and broker/dealer, which the City invests with.

Sec. 2-228. Authorized and Suitable Investments.

(a) The Director of Finance shall have the authority to purchase the following securities as investment instruments for the City of Joplin's investment portfolio:

1. United States Treasury Obligations.
   a. Maturity of five years or less.

2. Collateralized Certificates of Deposit in Commercial Banks and Savings and Loan Associations.
   a. Maturity of five years or less.

3. Collateralized Deposits in Commercial Banks and Savings and Loan Associations.
   a. Maturity of five years or less.

4. United States Government Agency and United States Government Sponsored Entities.
   a. Maturity of five years or less.

   b. Includes only those specific debt instruments listed below:

      1. *Stated maturity coupon bonds* with no embedded options and with final maturities of five (5) years or less.

      2. *Discount Notes.* Purchased at a discount with maximum maturities of one (1) year.

      3. *Callable Securities.* Restricted to securities callable at par only with final maturities of five (5) years or less.

      4. *Step-Up Securities.* The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed term. Restricted to securities with final maturities of five (5) years or less.

      5. *Floating Rate Securities.* The coupon rate floats off one index and resets at least quarterly with final maturities of five (5) years or less.

   c. U.S. Government Agency and U.S. Government Sponsored Entities shall include only the following: Government National Mortgage Association (GNMA), Federal Farm Credit Banks (FFCB), Federal Home Loan Bank (FHLB), Federal

National Mortgage Association (FNMA), and Federal Home Loan Mortgage Association (FHLMC).

5. U.S. Government Agency and U.S. Government Sponsored Entities Mortgage Backed Securities.

   a. Restricted to securities with stated final maturities of five (5) years or less.

   b. Mortgage backed securities refers to straight pass through securities. It specifically does not include Collateralized Mortgage Obligations.

(b) To provide for the safety and liquidity of the City of Joplin's funds, the investment portfolio will be subject to the following restrictions:

1. Only direct investments are permitted.

2. Borrowing for investment purposes (leverage) is prohibited.

3. Instruments known as Structured Notes (e.g. inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.

4. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.

5. Collateralized Mortgage Obligations (CMO) will not be considered by the City of Joplin.

6. In no event shall more than 50 percent of the total investment portfolio of the City be invested in U.S. Government Agencies and U.S. Government Sponsored Entities including a maximum of 50 percent of the investment portfolio in U.S. Government agency and U.S. Government sponsored entities mortgage backed securities.

Sec. 2-229. Competitive Selection of Investment Instruments.

(a) Prior to placing any investment funds, a competitive "bid" process shall be conducted. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, bids will be required for instruments that meet the maturity requirement. If no specific maturity is required, a market trend (yield curve) analysis will be conducted to determine which maturities would be the most advantageous.

(b) A bid will be requested from financial institutions for various options with regard to term and instrument. The City will accept the bid, which provides the highest rate of return within the maturity required and within the parameters of this policy.

(c) Records will be kept of the bids offered, the bids accepted and a brief explanation of the decision, which was made regarding the investment.

Sec. 2-230 Authorized and Suitable Collateralization.

(a) Section 15.14 of the Joplin City Charter states "The Council shall require all funds of the City in any City depository to be adequately secured by a deposit of obligations of the U.S. government in an amount satisfactory to the Council." Any non-investment funds held by the city depository shall be collateralized by a deposit of United States Treasuries, Government National Mortgage Association (GNMA) securities or U.S. Government Agency and U.S. Government Sponsored Entities as set forth in Section 2-228 (c). In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 106% of market value of principal and accrued interest.

(b) Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safe keeping receipt) must be provided to the City and retained.

(c) No change or substitution of securities or any part of same shall be made unless approved in writing by the Director of Finance. The securities to deposit under the provisions of this section shall be approved by the Director of Finance.

(d) Collateral for investment certificates of deposit will be limited to investments that Joplin is permitted to invest in directly without regard to maturity. (Refer to section 2-228. Authorized and Suitable Investments.) In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 106 percent of market value of principal and accrued interest.

(e) The city reserves the right to approve or reject collateral, after review, based upon the collateral evaluation, existing market and financial conditions.

Sec. 2-231. Safekeeping and custody of securities.

Securities will be held by a third party custodian designated by the Director of Finance and evidenced by safe keeping receipts. Safe keeping procedures shall be reviewed annually by the independent external auditor.

Sec. 2-232. Diversification.

(a) It is the policy of the City of Joplin to diversify its investment portfolio. Assets held in the cash funds and in the other investment funds shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities.

(b) In establishing specific diversification strategies the following general policies and constraints shall apply: portfolio maturities will be staggered to avoid undue concentration of assets in a specific maturities sector. Maturities selected shall provide for stability of income and reasonable liquidity.

Sec. 2-233. Maturity of investments.

To the extent possible, the City of Joplin will attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than five (5) years from the date of purchase as set forth specifically in Section 2-228. The City of Joplin shall adopt weighted average maturity limitations that should not exceed three (3) years and is consistent with the investment objectives.

Sec. 2-234. Internal controls.

The Director of Finance has established a system of written internal controls, which shall be reviewed annually by the independent external auditor. The controls shall be designed to prevent the loss of public funds due to fraud, error, misrepresentation, and unanticipated market changes or imprudent actions. The independent audit review shall provide internal control by assuring compliance with policies and procedures.

Sec. 2-235. Performance standards; investment monitoring.

(a) The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles taking into account the City's investment risks, constraints and cash flow needs.

(b) The Director of Finance will routinely monitor the contents of the portfolio; the available markets and relative values of competing instruments, and with the consent of the Investment Committee will adjust the portfolio accordingly.

Sec. 2-236. Basis for evaluation of performance.

The City's investment strategy is passive. Given this strategy, the guideline used by the Director of Finance to determine whether the market rate of return is being achieved will normally be the 91-day U.S. Treasury Bill rate. If the 91-day U.S. Treasury Bill rate is not being achieved (an inverted yield curve being an example), the Finance Director should document the reason.

Sec. 2-237. Reports.

(a) *Quarterly reports.* The Director of Finance in consultation with the Investment Committee shall submit quarterly an investment report to the City Council that summarizes investment instruments being held, maturities, purchase price and dates, par values and yield. The quarterly investment report will summarize recent market conditions, economic developments and

anticipated investment conditions.

(b) *Annual Report*. An annual report will be submitted to the City Council within ninety (90) days of the end of the fiscal year on the investment program. The annual report will contain: information stated in the interim report, twelve (12) month performance information, a comparison between interest incomes earned for fiscal year with budgeted figures, and suggestions on policies that might be made to the investment program. The report shall also explain the annual total investment return and compare the return to annual budgetary expectations.

Sec. 2-238. Adoption, review and modifications of investment policy.

The investment policy of the City of Joplin shall be adopted by the ordinance of the City Council. The investment committee shall review the policy on an annual basis and any modifications made thereto must be approved by the City Council."

ATTACHMENT D
DEPOSITORY SECURITY AGREEMENT

This Depository Security Agreement is made and entered into this _____day of _____ 2026, by and between the City of Joplin (J4EX), a Municipal Corporation, hereinafter referred to as "Depositor" and Commerce Bank, hereinafter referred to as "Bank" and the Bank, hereinafter referred to as "Custodian".

WHEREAS, Depositor has deposited, and will in the future deposit, public funds with the Bank, in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation ("FDIC"); and

WHEREAS, Bank has been selected by depositor as an appropriate banking institution to act as a legal depository of public funds; and

WHEREAS, such public funds are required by law to be continuously secured by the deposit of securities of the kind and character prescribed by law to be suitable collateral for public deposits; and

WHEREAS, Bank, in order to secure the public funds deposited with it by Depositor, has selected Custodian as a banking institution to safe keep and hold the pledged securities under the conditions set forth in this Agreement; and

WHEREAS, Custodian has opened, at Bank's request, a safekeeping account under the above account number in the name of Bank, hereinafter referred to as "collateral Account" to hold all securities from time to time deposited with or collected by Custodian for the Collateral Account, subject to the terms of this Agreement and any instructions furnished to, and accepted by, Custodian in accordance herewith.

NOW, THEREFORE, the parties hereto agree as follows:

1. Security. All funds standing in the name of the depositor or hereafter on deposit with the Bank in excess of applicable FDIC insurance shall be secured by the Bank's pledge of Collateral. Bank hereby pledges to Depositor all Collateral now or hereafter deposited in Bank's Collateral Account and held under joint custody receipt in the name of Depositor and Bank, and agrees that such Collateral shall at all times be maintained in a market value amount equal to al least One Hundred Six Percent (106%) of the amount of the deposit, including accrued interest, in excess of FDIC insurance. All such collateral shall be approved by Depositor's Director of Finance and shall comply with Section 2-228, Authorized and Suitable Investments, of the Joplin City Code.

2. Safekeeping Provision. The Bank will maintain the Collateral in a collateral Account. The Collateral shall be released only upon the joint written authorization of the Depositor and the Bank. The Bank may substitute or exchange Collateral held in the Collateral Account as hereinafter provided.

3. Representations. The Bank represents to the Depositor; (a) that the Bank is the sole legal and actual owner of the Collateral; (b) that no other security interest has been, nor will be, granted in the Collateral: and (c) that the deposits of Depositor up to One Hundred Thousand and No/00 Dollars ($100,000) are insured by the FDIC.

4. Default. The Bank shall be in default if it fails to pay, on demand, all or any part of a Certificate of Deposit including earned interest. It shall also be an event of default in the event a receiver is appointed for substantially all of Bank's assets pursuant to applicable banking law or regulation. The Custodian must receive notice that a default has occurred.

   Until Custodian has been notified in writing that a default has occurred, Bank shall be entitled to collect all interest and other payments, which may become due on or from the securities in the hands of Custodian. Custodian is hereby authorized, empowered and directed to pay and deliver over to Bank, in accordance with the terms of this Agreement and instructions issued in connection with the Agreement, all such interest and other payments, as same mature.

5. Proceeds. In the event of a default, the Depositor is authorized to demand the transfer of the Collateral or to order the liquidation of same with all proceeds payable to the Depositor up to the amount of Depositor's uninsured deposits. Upon receipt of written notice from Depositor that there has been a default by Bank, Custodian is authorized and directed to deliver to Depositor any and all pledged securities or proceeds therefrom which are demanded by Depositor and to give notice of such delivery to Bank. Custodian shall be discharged of all further responsibilities with respect to the surrendered pledged securities or proceeds.

6. Statements. The Bank agrees to furnish monthly to the Depositor a statement listing a description of the Collateral pledged and held in safekeeping by Custodian. The statement will include CUSIP number, collateral description, par value, interest rate, market value and maturity date of the Collateral.

7. Substitution. The substitution or exchange of similar securities comprising the Collateral may be made by the Bank only with the prior written consent of Depositor. Such consent shall not unreasonably be withheld. Depositor must provide written authorization of maturing collateral to the Custodian within three (3) banking days of a request for such authorization. Depositor will pay a fee equal to federal funds rate at that time if the authorization is not provided within that time period.

8. Safekeeping Receipt. Upon receipt of the pledged securities, Custodian shall prepare its safekeeping receipt, in duplicate, describing in sufficient detail and identifying the pledged securities. Such receipts, which are neither transferable nor assignable, shall be mailed to Depositor and to Bank.

9. Financial Condition. The Bank agrees to provide to Depositor on written request a copy of its most recently published Call Report and agrees to provide an annual audited financial statement of Bank's parent bank holding company upon written request.

10. Authorization. Depositor and Bank each represents and warrants to the other that this Agreement is made pursuant to, and is duly authorized by, resolution of its respective Board of Directors or other governing body.

11. Depositories for Public Funds. This Agreement is subject to the provisions of Chapter 110, Depositories for Public Funds, RSMO. (1994).

12. Non-assignability. This Agreement is not assignable in whole or in part, but is binding on the parties hereto and their successors and permitted assigns.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri except to the extent Federal law preempts State law.

14. Termination. Bank may terminate this Agreement at any time by paying over all deposits plus interest which would be earned for the remainder of the term to Depositor and, in the event of such payment and the submission to custodian of the written statement of Depositor to the effect, all securities then held by Custodian under this Agreement shall forthwith be delivered to Bank and this agreement shall thereupon be terminated. Depositor may terminate this Agreement at any time by giving notice to Bank and Custodian.

15. Fees. All fees and charges of Custodian for services under this agreement shall be paid by Bank.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

"Depositor": City of Joplin

By: _____

Title: Nicholas Edwards, City Manager

Address: 602 South Main Street
Joplin, MO 64801

"Bank": _____ Bank, N.A.

By: _____

Title: Vice President

Address:

CERTIFICATE OF SECRETARY OF DEPOSITOR INSTITUTION

The undersigned, Secretary of Depository Institution, hereby certifies that the execution of the foregoing Depository Agreement has been authorized by Ordinance No. passed by the Council of the City of Joplin, Missouri the day of April 2026 and Ordinance No. 2006-XXX passed by the Council of the City of Joplin, Missouri, the XX day of April, 2026.

Further certifies that a duplicate original of the foregoing Depository Agreement is maintained in the official records of the Depository Institution.

IN WITNESS WHEREOF, the Secretary has executed this certification and affixed the corporate seal of the Depository Institution as of this day of June 2021.

(SEAL)

_____
Secretary of Depository Institution

EXHIBIT D: BANKING SERVICES CERTIFICATION AND ENCLOSURES

Leslie Haase
Finance Director
City of Joplin
602 South Main Street
Joplin, Missouri 64801

Dear Mrs. Haase:

We have read the Request for Proposal (RFP) for Banking Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. A copy of the Proposal is attached.

We have attached the following:

1. The most recent call report available.
2. Audited Annual Financial report for the past fiscal year.
3. Information for on-line balance reporting, if available.
4. Listing of other public entities your bank does business with.
5. Completed fee schedule (Exhibit A).

It is understood the above information will be used as evidence of our ability to meet the capital structure requirements necessary to service this account.

It is further understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

The undersigned certifies that the completion of this Bid Response is a binding commitment to provide the banking services requested as proposed herein.

SUBMITTED BY:

_____

_____ _____

(Authorized Signature - Title) (Date)