

BILL NO. S-17-03-40

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving FINANCIAL SERVICES AGREEMENT – NINE (9) MONTH CONTRACT EXTENSION (\$300,000.00) between STAR FINANCIAL BANK and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the FINANCIAL SERVICE AGREEMENT NINE (9) MONTH CONTRACT EXTENSION by and between STAR FINANCIAL BANK and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the nine (9) month contract extension for utility bill printing, mailing and lockbox services;

involving a total cost of THREE HUNDRED THOUSAND AND 00/100 DOLLARS - (\$300,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney



FORT WAYNE BOARD OF PUBLIC WORKS TRANSMITTAL

Meeting Date: March 22, 2017

Department: City Utilities Administration

Preparer: Salge, Karen

Subject: STAR Financial Extension

Description:

Approval of Amendment to Services Agreement between the City of Fort Wayne and STAR Financial Bank, For Bill Printing and Lockbox Services. Compensation for services performed shall be a total fee of ~~\$400,000.00~~. *\$300,000.00 per Justice B.*

Attachments:

STAR Financial Bank Extension Agreement

changed ✓



March 14, 2017

Board of Public Works
City of Fort Wayne
Citizens Square
Fort Wayne, IN 46802

Ref: Financial Services Agreement between the City of Fort Wayne and STAR Financial Bank dated July 7, 2010

Ladies and Gentlemen:

STAR has been providing various billing and payment processing services to Fort Wayne City Utilities under the above referenced Financial Services Agreement. Per paragraph 8.0 of the Agreement, the contract was to end on December 31, 2015 and was then extended for a one-year term to end on December 31, 2016.

STAR has been advised that the City desires to extend the Agreement for an additional nine month term under the current terms and conditions to end on September 30, 2017.

Please let this letter serve as a nine month extension provided a second copy of this letter is countersigned by the Board of Public Works on behalf of the city.

Sincerely,

Richard Beck
Senior Vice President
127 West Berry Street
260 467-5545
Richard.beck@starfinancial.com

starfinancial.com

Anderson: (765) 622-4100
Angola: (260) 665-2151
Columbia City: (260) 248-6000
Elwood: (765) 552-4500

Fishers: (317) 566-3194
Fort Wayne: (260) 467-5500
Greenfield: (317) 467-7600
Indianapolis: (317) 566-7300

Kendallville: (260) 349-3700
Kokomo: (765) 868-3800
Marion: (765) 651-6800
Muncie: (765) 751-3500

New Castle: (765) 593-5100
Noblesville: (317) 566-3180
Tipton: (765) 675-5400
48 Indiana offices

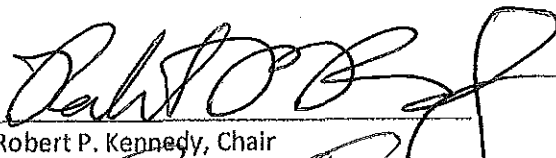
24/7 Telephone Banking:
(888) 395-2447
Toll-free for all locations:
(800) 395-7827

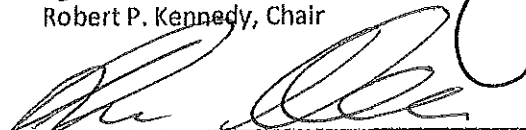
MEMBER FDIC

Board of Public Works
City of Fort Wayne
March 14, 2017
Page 2

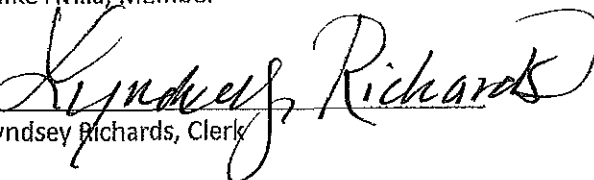
Accepted and agreed to this 22 day of March, 2017.

APPROVED FOR CITY
CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chair

BY: 
Kumar Menon, Member

BY: 
Mike Avilla, Member

ATTEST: 
Lyndsey Richards, Clerk

APPROVED as to form and legality

DATE: 3/22/17

BILL NO. S-16-04-11

SPECIAL ORDINANCE NO. S-47-HG

AN ORDINANCE approving FINANCIAL SERVICES AGREEMENT - ONE (1) YEAR CONTRACT EXTENSION between STAR FINANCIAL BANK and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the FINANCIAL SERVICES AGREEMENT - ONE (1) YEAR CONTRACT EXTENSION by and between STAR FINANCIAL BANK and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

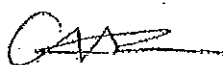
one (1) year extension to the existing five (5) year contract for various billing and payment processing services to Fort Wayne City Utilities;

involving a total cost of FOUR HUNDRED THOUSAND DOLLARS - (\$400,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM AND LEGALITY


Carol Helton, City Attorney



February 29, 2016

Board of Public Works
City of Fort Wayne
Citizens Square
Fort Wayne, Indiana 46802

Re: Financial Services Agreement Between the City of Fort Wayne
and STAR Financial Bank Dated July 7, 2010

Ladies and Gentlemen:

STAR has been providing various billing and payment processing services to Fort Wayne City Utilities under the above-referenced Financial Services Agreement. Per paragraph 8.0 of the Agreement, the contract was to end on December 31, 2015.

STAR has been advised that the city desires to extend the Agreement for a one-year term under the current terms and conditions to end on December 31, 2016.

Please let this letter serve as a one-year extension provided a second copy of this letter is countersigned by the Board of Public Works on behalf of the city.

Very truly yours,

Richard Beck
Senior Vice President
127 West Berry Street
Fort Wayne, IN 46802
P: (260) 467-5545
F: (260) 467-5560
richard.beck@starfinancial.com

starfinancial.com

Anderson: (765) 622-1100
Angola: (260) 665-2181
Columbiana: (260) 248-6000
Ellettsville: (765) 552-4500

Fishers: (317) 566-3194
Fort Wayne: (260) 467-5500
Greenfield: (317) 467-7600
Indianapolis: (317) 566-7300

Kendallville: (240) 349-3700
Kokomo: (765) 060-3000
Marion: (765) 651-6000
Muncie: (765) 781-3500

New Castle: (765) 593-5100
Noblesville: (317) 566-3100
Tipton: (765) 675-5100
49 Indiana offices

24/7 Telephone Banking:
(800) 395-2417
Toll-free for all locations:
(800) 395-7027

Member FDIC

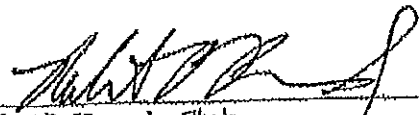
Board of Public Works
City of Fort Wayne
February 29, 2016
Page 2

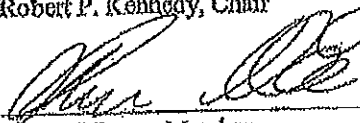
Accepted and agreed to this 23 day of March, 2016.

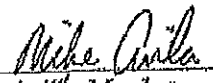
APPROVED FOR CITY

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

BY: 
Robert P. Kennedy, Chair

BY: 
Kumar Menon, Member

BY: 
Mike Avilla, Member

ATTEST: 
Lyndsey Richards, Clerk

APPROVED as to form and legality

DATE: 3/23/16

Financial Services Agreement

Billing, Payment Processing and Certain Banking Services

This Agreement is by and between

City of Fort Wayne (CITY or City)

By and through its

Board of Public Works
City of Fort Wayne
420 City-County Building
One Main Street
Fort Wayne, IN 46802

and

STAR Financial Bank (BANK or Supplier)

121 West Berry Street
Fort Wayne, IN 46802

Who agree as follows:

CITY hereby engages BANK to perform the services set forth in Scope of Services and BANK agrees to perform the Services for the compensation set forth in Attachment B (Compensation). BANK shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from CITY. CITY and BANK agree that these signature pages, together with attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Services.

RECEIVED
AUG. 24 2010

DATA CONTROL

Rec'd
from
Maggie
Graham
Release
ms

APPROVALS

APPROVED FOR CITY

CITY OF FORT WAYNE, INDIANA

BOARD OF PUBLIC WORKS

BY: Regina A. Kostatz, Clerk

BY: [Signature]
Kumar Menon, Member

BY: [Signature]
John Suarez, Member

ATTEST: [Signature]
Marilyn Hunt, Clerk

DATE: July 7, 2010

APPROVED as to form and legality.

STAR Financial Bank

BY: [Signature]
Robby J. Beck, Senior Vice President

DATE: 7-8-2010

A. GENERAL

Bank shall provide to the CITY certain financial, billing and Web Hosting services for Fort Wayne City Utilities (Utilities) as generally outlined in Attachment A and more specifically to which this scope of services applies.

B. SCOPE of SERVICES:

1.0 Web Hosting

1.1 Bank shall create, maintain, update, and manage Web Site for the Utilities' customers:

- a. The Web Site's appearance, convenience and ease of access and maneuverability will be to the CITY's specifications. BANK shall modify the Web Site from time to time at CITY's request.
- b. Electronically, customers will be able to pay by check or credit card, review current invoice and 12 months of previous invoice history, send e-mails to CITY management, and apply for utility services, and update basic customer information.
- c. Provide a secure environment for both the CITY and the customer's protection and privacy.

2.0 Billing Services:

- 2.1 Upon the daily receipt of billing and payment files ("Bill Print Files") of Utilities' customers from the CITY via e-mail, BANK shall process daily the paper or electronic billing to Utilities' customers.
- 2.2 Bills to customers may take the form of a printed bill, an automated clearinghouse debit of the customer's bank account or an e-mail notification to the customer of the sum due the CITY for utility services, at customer's option.
- 2.3 If the customer requests an electronic bill, the BANK will send the e-mail billing to the customer. Customer will then have the option to access a hyperlink (the Web Site managed by the BANK). Customer will be able to schedule the payment date and the dollar amount. The system will automatically default back to the regular payment amount and the regular payment date. The BANK will store the payment in the database until the designated due date, and then the BANK will process the payment. Funds will be deposited into the CITY's bank account. The payment detail file will be forwarded to the CITY by the BANK on a daily basis.
- 2.4 If the customer receives a paper bill, the BANK will print, fold, stuff, and apply postage and deliver the bills for mailing to the U.S.

Post Office. The CITY will supply the BANK with stationery and envelopes for processing and will pay actual postage cost as invoiced by the BANK. At this point the customer has two choices; one would be to mail their payment in to the CITY, and the other would be to go online and access the Web Site. At the Web Site the customer can sign-up for the e-billing, in which the customer again inputs payment information and schedules the payment. Electronically the payment will be deposited into the CITY's bank account.

2.6 The Bill Print Files will be ready to transmit electronically from the CITY to the BANK every evening by 10:00 PM. The BANK will, during the course of the evening, print the bills and prepare them for mailing the morning of the next Business Day. A Business Day is Monday through Friday except federal banking holidays. The system is set up to flag pre-determined exception bills that will be pulled out of the processing. Any exception bills (Special Handling) will be returned back to the CITY via courier the next day. At the same time, the courier will pick up the previous day's exception bills and return them to the BANK for mailing.

2.6 On a monthly basis the CITY may include statement stuffers. The CITY will deliver the statement stuffers to the BANK for inclusion with mailed bills and e-mailed bills.

2.7 As bills are sent out to customers and address changes are detected by returned mail, a change log will be created by the BANK. The BANK will set this file up so that the CITY can dial up and download the change file into their system updating all changes. The primary objective is to never send out a bill with incorrect mailing information whether it is a paper or electronic bill. The BANK is relying upon the accuracy of the CITY. No obligation exists on the BANK's part to conduct an independent study of the accuracy.

2.8 BANK will process ACH automatic debits for those customers which have authorized the payment of their bills by debit to their respective bank accounts.

2.9 BANK shall credit daily to the CITY's designated bank account all sums received by BANK through the electronic ACH collection and shall provide electronically to CITY payment files for the CITY to post to their system.

2.10 The ultimate collection responsibility of past due or unpaid utility payments shall be borne solely by the CITY.

3.0 Lock Box Services

- 3.1. BANK, acting as agent for CITY, will rent, service and have sole access to Post Office Box Number 2289, at the postal facility in Fort Wayne, Indiana (the "Lookbox") for the purpose of collecting all mail deposited therein. BANK will pick up all mail in the Lookbox once each Business Day and will schedule those pickups based on postal mail availability as determined by BANK.
- 3.2. CITY agrees to prepare and mail invoices for all accounts with clear instructions for proceeds to be forwarded to the Lookbox at the following address:

City Utilities
P. O. Box 2289
Fort Wayne, IN 46804-2289

- 3.3. Subject to specific exceptions set forth on Attachment C attached hereto, BANK will endorse all checks, drafts and money orders (herein collectively referred to as "Items" and each as an "Item") contained in such mail in the following manner:

CREDITED TO ACCOUNT OF
WITHIN NAMED PAYEE

STAR FINANCIAL BANK
FORT WAYNE, IN

provided that all Items are made payable to any of the following payees or any close resemblance thereof:

City Utilities	Fort Wayne City Utilities
City Utilities of Fort Wayne	Fort Wayne Water
Fort Wayne Utilities	City of Fort Wayne Water
FVU Utilities	Municipal Utilities

Items made payable to other than those stated above will be forwarded unprocessed to CITY for further disposition.

- 3.4. BANK will process for collection all such Items received, and will, on each Business Day, provisionally credit the total amount thereof to the account of CITY maintained with the BANK, Account # 81016185 (the "Account") until 5:00 P.M., Indiana time, each Business Day. BANK will process for collection and provisionally credit the Account for all amounts received at the BANK'S SERVICE CENTER located at 6230 Eluffton Road, Fort Wayne, Indiana 46809, by 12:00 P. M. each Business Day. Notwithstanding anything to the contrary in this Agreement, BANK will not be liable if the amount of the Items are deposited later than as stated above, but within the time provided by law or regulation. BANK will debit the Account in the amount of any Item for which

provisional credit has been given but which is returned to BANK unpaid.

3.5 BANK will examine each Item for compliance with the requirements specified by CITY in Attachment C. If an Item does not meet the requirements specified therein, BANK will return such Item to CITY for further disposition.

3.6 BANK will examine all Items for any discrepancies between the written and numerical dollar amounts. If a discrepancy is identified, BANK will provisionally credit CITY for the written amount of the Item.

3.7 BANK will examine all Items for any discrepancies between the written amount of the check and the amount of the enclosed invoice or remittance advice. BANK will, upon a best efforts basis, identify any discrepancies between the amount of the Item and the amount stated on any such enclosed invoice or advice and process the Items as instructed by CITY and outlined in Attachment C.

3.8 BANK will maintain for a period of seven (7) years a digital image record of all Items deposited to CITY'S account. Upon receipt of a request from the CITY, BANK will provide CITY with images of the Items processed on that day in order to reconstruct a specific day's deposit. Unless due to grossly negligent or intentional act or omission of the BANK, BANK shall not be responsible for any failure to provide such a record due to oversight, equipment or software failure, or the inability to obtain software or equipment. CITY agrees to compensate BANK promptly for any expenses incurred as a result of such deposit reconstruction.

3.9 On a daily basis, BANK agrees to digitally image for CITY all enclosures and communications received in the Lockbox, not related to a specific payment, and position these images at the end of the daily file.

3.10 CITY will instruct all of its customers not to send any returned merchandise to the Lockbox. BANK will forward any merchandise to the CITY at the expense of CITY.

- 3.11 BANK shall use its best efforts to sort through and examine items and bring to the attention of CITY items containing statements such as "payment in full" or other words intended by payors thereof to indicate accord and satisfaction or other similar legal concept upon the payment thereof. BANK shall have no liability to CITY for any failure to detect or report such statements and BANK shall have no liability for processing such items in the normal course of business notwithstanding the existence or any such statement unless due to the grossly negligent act or omission of the BANK.

4.0 Cashiering Support (Point of Customer Contact; front-end processing)

- 4.1 BANK will host Aptera's customized front-end software on BANK's servers.
- 4.2 BANK will receive electronic front-end file for cash and checks (Check 21 compliant) from CITY and deposit funds.
- 4.3 BANK will merge or coordinate front-end customer payments' file with lockbox customer payment file and transmit file electronically back to the CITY.

- 4.4 BANK will ensure that deposits and applied payments are in balance.

5.0 Credit Card Processing

- 5.1 If CITY selects a third party vendor and if BANK is the depository bank, Bank will accept deposits consistent with the provisions of Item 2.8 above.
- 5.2 If CITY directly contracts with a Credit Card Merchant, CITY may select BANK as depository bank and establish such procedures to fully automate the deposit and file transfer activities. Pricing will be consistent with other deposits and file transfers.

6.0 Third Party Processing

- 6.1 The CITY from time to time will enter into third party electronic deposit and file transfer arrangements. CITY will consider BANK as an intermediary depository and if selected, will coordinate the data transfer and bank deposits. Pricing will be consistent with other deposits and file transfers.

General Terms and Conditions:

- 7.0 Fees and Payment Terms: BANK shall be compensated monthly by CITY for its services based on Attachment B. The effective date for the pricing on Schedule B shall be the effective date of this contract. The

rates in Attachment B shall change each year at 50% of the change of the Midwest CPI Index based on the previous year starting with January 1, 2012 and then annually on each successive January 1st.

- 8.0 Term of Agreement: Unless modified or terminated by the parties, this Agreement shall terminate after five years from January 1st, 2011, or December 31, 2016.
- 9.0 Any other terms herein to the contrary notwithstanding, this Agreement shall be deemed to be amended automatically, without notice to either party, to comply with any statute, regulation, or ruling (or amendment thereof) of any government agency having jurisdiction over the BANK, the CITY or the Utilities. This Agreement shall be deemed to have been made in the state of Indiana and shall be construed in accordance with, and governed by, the laws of that state.
- 10.0 This Agreement contains the entire terms of the agreement between BANK and CITY regarding this Financial Services Agreement, and may not be modified or terminated except in writing signed by both parties. All communications intended to be delivered to BANK shall be delivered in writing, postage prepaid, or by courier to the BANK at:

STAR FINANCIAL BANK
Commercial Services Department
P. O. Box 11409-1409
Fort Wayne, IN 46858-1409

and to the CITY at the address set forth on the signature page of this Agreement unless notice of any other address is given to the Bank in writing.

- 11.0 This Agreement may be terminated by either BANK or CITY at any time upon at least ninety (90) days' prior written notice to the other. After the effective date of termination, BANK will have no responsibility for any items received in the terminated Lockbox except that the BANK shall forward to the CITY by regular mail all items received by the BANK to CITY's address of record for a period of one hundred eighty (180) days after the effective date of termination. After such time, BANK will return all items received in terminated box to sender. Such termination shall have no effect on the right or responsibilities of the parties hereto with respect to items processed prior to the effective date of termination.
- 12.0 The waiver by either party of a provision of this Agreement shall not constitute a waiver of or prejudice said party's right otherwise to demand strict compliance with that provision or any provision in the future.
- 13.0 Notwithstanding anything to the contrary provided in this Agreement, BANK will not be liable for any of its acts or omissions under this Agreement except to the extent that such acts or omissions constitute negligence or intentional acts or omissions to act by BANK, and in no

event shall BANK'S liability hereunder exceed the face amount of the disputed items in question.

14.0 Confidentiality:

14.1 Bank shall maintain the confidentiality of all proprietary CITY information.

14.2 Bank will comply with all Federal, State and local laws in its performance of this Agreement. Bank will maintain the confidentiality of CITY customer information.

15.0 BANK is Not Affiliated With CITY:

15.1 BANK is retained by the CITY for the sole purpose and to the extent set forth in this Agreement. BANK's relationship with the CITY during the term of this Agreement, shall be that of an independent contractor. BANK shall have the right to select the means, manner and method of performing its services under this Agreement. BANK shall not be considered to be an employee, partner, or agent of the CITY by reason of the provisions of this Agreement or otherwise.

15.2 BANK may from time to time make enhancements to the existing program. Prior to development and implementation of such enhancements, the BANK will obtain CITY's approval. CITY may submit requests to the BANK's Programming Department for any enhancement requests for consideration.

16.0 CITY's Standard Terms and Conditions are incorporated as Attachment D.

Attachment A
STAR BANK
Contract Services

• **Web Hosting**

- Internet payment processing (Check and Credit Cards)
 - Electronic file to City Utilities
 - Deposit to Bank
- Web site maintenance
- Bill Inquiries
- Ability to send Customer Service emails
- Ability to send form for New Service set up
- Update information online for customer (Such as change of online information)
- Account History
 - Payment History
 - Amount due
 - Account Status
- Management/ Customer service rep inquiries and reporting

• **Credit Card Processing -- third party or direct Merchant arrangement**

- Collection and processing of credit cards payments
 - Internet, cashier (kiosk), call center phone payments

○ ~~Electronic file to lending house~~

- Electronic file to City Utilities for posting of payments
- Reporting, balancing and reconciliation

• **Lockbox**

- Payment processing of lockbox
 - Electronic file to City Utilities for posting of payments
 - Depositing into account
- Arranging courier service for pick up from post office/lockbox
- Returning of misc. items/correspondence
- Record retention of payment coupons
- Reporting, balancing and reconciliation
 - Audit Trail -- on-line access -- 6 months; CD permanent file

• **Cashier**

- Check 21 -- host software on banks servers
- Receive electronic file for cash/checks
- Payment processing of cashier receipts
 - Electronic file to City Utilities for posting of payments
 - Depositing into bank account
- Reporting, balancing and reconciliation

• **Billing**

- Accept Utilities e-file and execute billing
 - Re-bills (including inserts)
 - Printing of bills
- Ordering of supplies, manage postage account
- Staff and mail bills
- Printing and mailing of disconnect letters
- Supply City Utilities with customer e-mail addresses (new and changed)

• **Third Party payment processing capabilities**

- Accept e-file, deposit funds, and create e-file for posting

**Attachment B
STAR BANK
Compensation**

		(US\$)
<u>Description of Service</u>	<u>Unit of Measure</u>	<u>Unit Cost</u>
Counter Service		included
Web Site Hosting		included
Maintenance Fee	month	10,000
Credits	each	0.340
On-Us Deposited Items	each	0.050
Transfer Items W/	each	0.080
Return Item Fee/Chargeback Fee	each	5.000
ACH Credit Rec'd	each	0.050
ACH Reversal	each	7.000
ACH Debit Rec'd	each	0.050
ACH Origination - Per Item	each	0.100
ACH Returned Item/Chargeback	each	5.000
ACH Notice of Change	each	5.000
Star Link ACH Monthly	month	10,250
Star Link Online Banking	each	0.100
LKBX-Retail App-Monthly	month	150.000
LKBX-Retail Pmts Processed	each	0.123
LKBX-Non-Processable Pmts	each	0.350
LKBX-Browser Research-Monthly	month	30.000
LKBX-User IDs-Monthly	month	1.000
Print Utility Bill	each	0.035
Fold & Stuff Utility Bill	each	0.020
Insert Stuffer	each	0.010
Disconnection - Print, Fold, & Stuff	each	0.055
Electronic Bill	each	0.270
Electronic Bill Setup	each	1.600
Star Pay Processing	each	0.070
Express Pay Processing	each	0.070
Cash Deposited per \$100	each	0.110
		0.18750% of,
		avg daily
		balance per
		month
		Actual
FDIC Insurance Fee (\$/b).		
Postage & Mailing Expense (\$/b)		
Development/Programming in		
excess of 20 hours per year		\$75 per hour

Attachment C
STAR BANK
Specific Lockbox Processing Requirements

The BANK is expected to process:

- .. Missing Payor Signature
- .. Missing Issue Date
- .. Canadian US\$ checks
- .. Post-dated Checks
- .. Stale-dated Checks
- .. Single or Multiple Invoice(s)/Remittance Advice(s), with Single or Multiple Check(s), In or Out of Proof
- .. Invoice(s) / Remittance Advice(s) containing "writing on face" will be digitally imaged at the "Beginning" of the daily payment files

THE BANK MAY RETURN Unprocessed:

- .. Legal Endorsement (paid in full or final payment)
- .. Foreign Checks other than Canadian US\$ Checks
- .. Checks without Payment Stub

Standard Terms And Conditions

4. EMPLOYER: Employer agrees to furnish the Surveys beginning on the Eight Date and continuing until the Surveys are completed. Employer warrants that the Surveys will be completed on or before the End Date. If, from 12:01 PM EST to 11:59 PM EST, Employer agrees that it agrees to that condition to the Greater Damages, the of good and/or very good work, and the firm has no defect. Employer further warrants that all goods furnished in compliance with the Surveys will be satisfactory and will be sold and delivered for the purposes for which they are normally used. Employer warrants that it has good title to goods and that the goods are not free of all liens and encumbrances. If the Surveys are not in compliance with the Damages, For the purposes of this Agreement, the term "Goods" shall include any goods furnished in compliance with the Surveys.

10. IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand and the seal of the City of New York, this _____ day of _____, 20____.

[illegible]

4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorneys' fees), litigation, settlements, and penalties of every kind arising out of the performance or nonperformance of Supplier's duties, whether liability, demands for payment (such as death or loss of damages to property), or claimed to do this, the negligence or intentional conduct of Supplier including such part of the cost of, or contribution to, this. In the event that the City is held liable for any claim, the City shall have the right to hold harmless the City for such portion of the damages proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City shall have the right to recover from the person or persons who caused the damages, including reasonable attorneys' fees, and the City shall have the right to participate in the defense of any suit, claim, or demand by causing allocation of its use together with the Supplier's share of the defense of any suit, claim, or demand. The City shall not be liable for the defense of any suit, claim, or demand if the City is not a party to the suit, claim, or demand.

18. **WARRANTY OF LAND.** Each party shall be to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) which it or they incur or suffer as a result of or because of any claim, suit, action, or proceeding brought by or against the other party solely by reason of the fact that the other party has or claims an interest in the land which is the subject of this agreement.

6. **INSURANCE.** Supra, this matter is in fact the subject of the performance of the business of the following insurance companies; provided, however, that if a claim for insurance is made, the company of the following risk (insurance) shall be considered as the subject of the following risk (insurance):

(a)	Worker's Compensation	1,000,000	1,000,000
(b)	General Liability	3,000,000	3,000,000
(c)	Automobile Liability	5,000,000	5,000,000
(d)	Products Liability	3,000,000	3,000,000
(e)	Completed Operations Liability	3,000,000	3,000,000

[illegible]

7. FIVE THOUSAND DOLLARS. Applicant will provide to the City before performing any work, a statement detailing any hazardous materials he possesses for use in performing his services. "Hazardous Materials" means any liquid which may be classified under Federal, state, or local laws as hazardous or toxic. Applicant must comply with all federal, state, or local law in this respect, transportation, and disposal of such hazardous materials.

5. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assisting the City in its work in preparation for the July 1st deadline, and that completion can be reasonably expected on the referenced date. This contract shall be deemed to be the subject of the Supplier's obligation to complete work according to the terms and conditions and any modification thereto.

D. **CONFLICT OF INTEREST:** Applicant certifies and warrants that neither he nor any of the school, officers, agents, representatives or employees which will participate in any way in the performance of the Applicant's duties has information that he or will have any conflict of interest, direct or indirect, with this City or with any of its constituent agencies, divisions, departments, officers, directors or personnel.

10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT INFRINGEMENT.** Supplier hereby agrees that all information, data findings, recommendations, proposals, etc. by or for Supplier remain confidential and by whatever name they are created, developed, written or produced by the Supplier in the performance of this contract shall be the property of the City. The Supplier shall take action as it is necessary under law to preserve such

I hereby warrant that I am not aware of any other person or entity who has been provided access to the information contained herein, except as may be necessary for the performance of my duties.

41. CONFIDENTIALITY OF CITY INFORMATION. Supplier understands and agrees that data, methods, and information disclosed to Supplier may contain confidential and/or proprietary information. Therefore, the Supplier promises and agrees that it will protect, and maintain confidential, based upon or disclosed to the Supplier for the purpose of this contract, all data it is given and all other information which it acquires in the performance of the contractual obligations of the City.

COMMISSIONER OF LANDS. Suppose I wanted that the Survey be held in direct compliance with all applicable local, state and federal laws including, but not limited to, the Wetlands provisions of the Department of Fish and Game Act, Executive Order 12126, the unexpired relation to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity. Section 503 of the Vocational Rehabilitation Act of 1973, the Architectural Barriers Act, Section 504 of the Vietnam Era Veterans Readjustment Assistance Act of 1974

19. **DEFAULT:** In the event that (a) Supplier provides any incorrectly numbered tickets; (b) Supplier fails to provide the Insurance Certificate required by the City; or (c) Supplier's Insurance policy fails to defend, indemnify, or hold harmless the City against any liability (b) Supplier's responsibility for the City's ticketing practices; (d) Supplier's failure to provide, or hold harmless for the benefit of, the City, or of a third party, of any a ticket provided to the City or at a public event of the City; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such as to, breach, or violate an anti-retaliation or non-disclosure Agreement.

16. WAVER, No action or inaction by the City shall constitute a waiver of any right or remedy.

97. FORWARDING. Neither party shall be liable to the other or responsible for non-performance of any of the terms of this Agreement due to the non-receipt of such a copy of the responsibility for forwarding the material responsible to the party, including, but not limited to acts of God, fire, theft, sabotage, acts of insurrection, fire, floods, epidemics, nuclear war, strikes, wars, theft, sabotage, or any other event of war.

13. ARBITRATION: Any disagreement, controversy, or dispute of rights or obligations under this Agreement within the prior written consent of the City shall be void. Suppression of all or any subconsent to perform any part of the Services within the prior written consent of the City.

21. AGREES TO SUBPOENA. The Signatory hereby certifies all books, documents, papers, recordings, records, and other evidence pertaining to the case marked, "They did not make any further inquiries of their respective counsel at or through the time during the contract period and for One (1) year from the date of final payment under the contract for inspection by the City or by any other authorized representatives of City government. (Signatory shall be held liable for cost to the City if requested.

[illegible]



CITY UTILITIES

Thomas C. Henry, Mayor

Engage • Innovate • Perform

City of Fort Wayne
City Utilities
200 East Berry Street, Suite 270
Fort Wayne, IN 46802
260.427.8311

www.cityoffortwayne.org/utilities

Date: March 28, 2016

To: Common Council Members

From: Justin Brugger, CU Chief Financial Officer

Re: Financial Services Agreement - STAR Contract

STAR Financial Bank has been a business partner with the City Utilities since 2004. Over the last 12 years, we have developed jointly a customer oriented web site, electronic bill pay capabilities, bill print services, e-bill capabilities, and sophisticated front office software for our point of contact cashing function. Throughout this period, STAR has been responsive to change and has proven to be an excellent choice for a business partner. STAR is local vendor and the lockbox processing is local as well. This contract does not include general disbursements or payroll banking transactions.

City Utilities desires to extend its existing five-year contract with STAR by an additional year to prevent any potential disruption to our Customer Information System implementation. It is City Utilities intent to competitively bid these services in a new request for proposals in late 2016.

All terms and conditions remain the same, including annual CPI adjustments at one-half the change in Midwest CPI Index.

We respectfully recommend approval of the attached Financial Services Agreement with STAR Financial Bank.

An Equal Opportunity Employer

BILL NO. S-16-04-11

REPORT OF COMMITTEE ON FINANCE

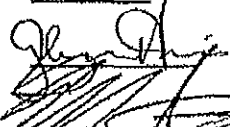
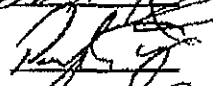
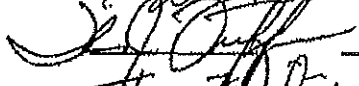
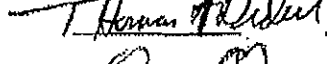
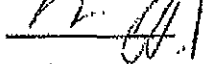
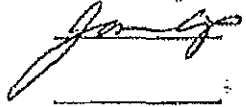
April 19, 2016

*Glynn Hines, Chair
John Crawford, Co-Chair
All Council Members*

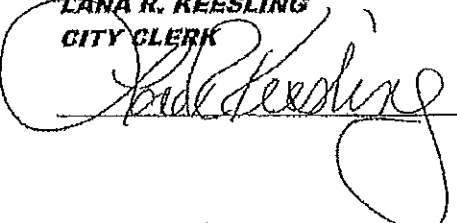
AN ORDINANCE approving FINANCIAL SERVICES AGREEMENT - ONE (1) YEAR CONTRACT EXTENSION between STAR FINANCIAL BANK and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

Involving a total cost of \$400,000.00

COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
			
			
			
			
			
			
			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date, if applicable.

Read the first time in full and on motion by Councilman Hines.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilman Hines, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	☒	☐	☐	☐
BARRANDA	☒	☐	☐	☐
CRAWFORD	☒	☐	☐	☐
DIDIER	☒	☐	☐	☐
ENSLEY	☒	☐	☐	☐
FREISTROFFER	☒	☐	☐	☐
HINES	☒	☐	☐	☐
JEHL	☒	☐	☐	☐
PADDOCK	☒	☐	☐	☐

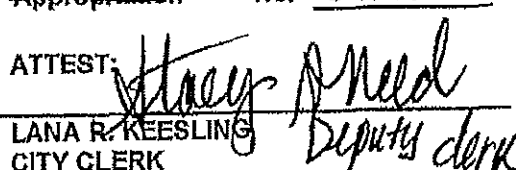
DATED: April 26, 2016

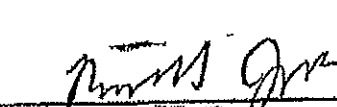

OFFICE OF THE CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

~~SPECIAL~~ Appropriation No. S-16-04-11 on the 26th day of April, 2016

ATTEST:

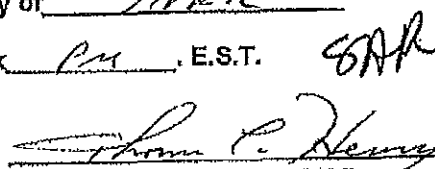

LANA R. KEESLING
CITY CLERK


PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th of April 2016, at the hour of 9:30 o'clock A.M. E.S.T.

Approved and signed by me this 27th day of April

2016, at the hour of 5:00 O'clock P.M. E.S.T.


THOMAS C. HENRY, MAYOR

CITY OF FORT WAYNE, INDIANA

STAR FINANCIAL BANK

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTEREST;
3. CURRENT AND PENDING CONTRACTS OR
PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% (N/A)

(ii) Distributable income share exceeding 5% (N/A)

(iii) Not Applicable (If N/A, go to Section 2) (N/A)

Name: _____

Name: _____

Address: _____

Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) _____ N/A

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent); ownership interest:

Name: N/A _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No ✓

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:
Yes _____ No ✓

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:
Yes _____ No ✓

- c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:
Yes _____ No ✓

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes ✓ No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

CURRENT CITY UTILITIES BANKING CONTRACT.

b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes _____ No ✓

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No ✓

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: N/A

Company / Name / Payment Terms: N/A

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

STAR FINANCIAL BANK
(Name of Vendor)

127 WEST BERRY ST FORT WAYNE
Address
(260) 467-5545
Telephone
rbeck@starfinancial.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) RICHARD E. BECK, JR. Title SENIOR VICE-PRESIDENT
Signature [Signature] Date Jan 14, 2017

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

CITY COUNCIL MEMORANDUM

TO: Members of Common Council
FROM: Justin Brugger 
DATE: March 23, 2017
SUBJECT: Financial Service Agreement – STAR Financial Bank
CC: Kumar Menon, Len Poehler

Since 2004, STAR Financial Bank has been an outstanding business partner with City Utilities. In 2016, we extended STAR's five-year contract for the provision of utility bill printing, mailing, and lockbox services by an additional year. As part of our ongoing efforts to continually check changes and upgrades in the market, we issued a Request for Proposals to ensure our customers are receiving high value for these services. The feedback we got from the industry was that costs for these services in isolation were higher, but could be made more competitive if we modified the services / RFP we needed.

Consequently, City Utilities determined it may be able to leverage its deposit volume to obtain more competitive pricing. In cooperation with the Controller's office, we have spent the past several months developing an extensive RFP that expanded our 2016 RFP to include Utility and Civil City banking services. Responses to this RFP are due March 24. City Utilities and the Controller's office will be reviewing these responses and will be bringing a new contract before Council for approval.

In the meantime, City Utilities and STAR have agreed to extend STAR's existing contract under the current terms and conditions (including inflation adjustment at one-half the change in the Midwest CPI) by an additional nine months, which should provide adequate time to review responses to the RFP; and, if necessary, time to migrate to a new vendor.

Therefore, we respectfully recommend extension of the attached Financial Services Agreement with STAR Financial Bank. The cost of said extension is approximately \$300,000.