

VILLAGE OF DOWNERS GROVE
Report for the Village
8/3/2021

SUBJECT:	SUBMITTED BY:
Amendment and Extension of Banking Services Agreement with Fifth Third Bank	Judy Buttny Finance Director

SYNOPSIS

A resolution has been prepared to authorize an amendment and three-year extension with Fifth Third Bank for banking services.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

Fifth Third Bank has agreed to extend the original contract with some changes in pricing. Banking fees were \$23,500 in 2020. Using the proposed pricing and 2020 activity, the banking fees are expected to increase by \$500.

RECOMMENDATION

Approval on the August 3, 2021 consent agenda.

BACKGROUND

In July 2012, the Village entered into a banking services agreement with Cole Taylor after an RFP process. In 2013, Cole Taylor merged with MB Financial. The original agreement was for three years, with the option of two year extensions. The agreement was extended in 2019 for a two year term. In March of 2019, MB Financial was acquired by Fifth Third Bank. Fifth Third has agreed to extend the original contract for three years with some changes in pricing. The Village has been satisfied with the customer service provided by Fifth Third.

ATTACHMENTS

Resolution
 Contract Amendment and Extension

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION
OF AN EXTENSION AND AMENDMENT TO
A MASTER TREASURY AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
FIFTH THIRD BANK, SUCCESSOR BY MERGER TO MB FINANCIAL BANK**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a Pricing Amendment and Extension (the "Agreement"), between the Village of Downers Grove ("Customer") and Fifth Third Bank, N.A. ("Bank"), for an amendment to and extension of the Master Treasury Agreement for banking services, as set forth in the form of the Agreement and Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement and Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement and Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk



FIFTH THIRD BANK

Pricing Amendment

This Pricing Amendment (“*Amendment*”) is an amendment to the Master Treasury Management Agreement, as amended (the “*Master Agreement*”) currently in effect by and between the “*Customer*” identified on the Signature Page below (“*Customer*”) and Fifth Third Bank, N.A., successor by merger to MB Financial Bank, N.A. (“*Bank*”). The terms of the Master Agreement apply to the terms of this Amendment as if fully set forth herein. All capitalized terms not otherwise defined in this Pricing Amendment have the meaning provided in the Master Agreement.

1. **Service Fees.** This Pricing Amendment establishes the Fees for the Services that Bank provides Customer pursuant to the Master Agreement or otherwise under agreement between Bank and Customer. The Fee Schedule attached to this Amendment shall govern for the term commencing on the “*Effective Date*” specified below and ending on the “*Expiration Date*” specified below (the “*Term*”). *This Amendment is not valid unless the Fee Schedule is attached at the time of signing this Amendment.* Unless the Fees are amended as otherwise permitted herein or the Customer and Bank otherwise agree in writing, the Expiration Date will be extended for an additional one-year period. The Bank shall adjust the Fees for each additional one-year period to the standard rates Bank offers to other customers.

2. **Permitted Adjustments to Fees.**

(a) **Volume Pricing.** The Customer and Bank acknowledge that the Fees for any “*Volume Priced*” Service in the attached Fee Schedule are established based on either Customer’s historical transaction volume levels or projected transaction volume represented to Bank by Customer. Bank has relied on the continuation or realization of these volumes during the Term. In the event of a material decrease in transaction volume or material failure to realize the projected transaction volume for a Volume Priced Service, Bank and Customer each agree that Bank may adjust the Fees for such Service upon 30 days’ written notice to Customer.

3. **Term of this Amendment.** From August 1, 2021 (“*Effective Date*”) to July 31, 2024 (“*Expiration Date*”).

4. **Effect.** This Amendment supplements and amends the Master Agreement solely for purposes of establishing the Fees for Customer during the Term. To the extent any provisions of this Amendment are inconsistent with the Master Agreement’s terms and conditions, the Master Agreement’s terms and conditions will prevail. In all other respects, the Master Agreement’s terms and conditions shall remain in full force and effect and shall apply to this Amendment.

5. **Miscellaneous.** Each of Customer and Bank represent and warrant that this Amendment has been duly authorized, and that the person signing this Amendment is duly authorized to do so. If any Affiliates of Customer are Customers under the Master Agreement, Customer is also entering into this Amendment by and on behalf of all such Affiliates. This Amendment evidences the entire agreement and understanding between Customer and Bank with respect to the subject matter of this Amendment and supersedes all prior agreements and discussions between Customer and Bank with respect to that subject matter.

IN WITNESS WHEREOF, Customer and Bank have entered into this Amendment as of the Effective Date.

FIFTH THIRD BANK, N.A.

VILLAGE OF DOWNERS GROVE

By: *[Signature]*

By: _____

Print Name: *Will Hagan*

Print Name: _____

Print Title: *SVP, Treasury*

Print Title: _____

Date: *7-28-21* *Management Manager*

Date: _____

FEE SCHEDULE
(Attached)

This Amendment is NOT valid unless the Fee information is attached.

Village of Downers Grove
023 C 86333

STANDARD	Service Code	Price
COMMERCIAL DEPOSITS	G21	.5000
CHECKS PAID	G2311	.0800
DEPOSIT ADJUSTMENT	50910	15.0000
COMPOSITE GROUP	50913	0
STOP PAYMENT	50916	5.0000
CHK RETURNED ITEM OR CHARGEBACK	50931	2.0000
PAPER ANALYSIS STATEMENT FEE	50961	0
UNENCODED ITEMS DEPOSITED	50962	.0500
ENCODED ITEMS DEPOSITED	50982	.0500
MONTHLY MAINTENANCE	50999	8
PAPER ITEM ADMIN FEE	51215	0
WIRE INCOMING NON-STRUCTURED	51401	7
WIRE INCOMING STRUCTURED	51405	7
ACH CREDIT RECEIVED	58602	0.06
ACH DEBIT RECEIVED	58603	0.06
ACH ADDENDA RECEIVED	58604	.0500
DEPOSIT ADMINISTRATION FEE	99965	0.10
ZBA		
ZBA PARENT ACCOUNT	50904	25.0000
ZBA SUB-ACCOUNT	53702	10.0000
ACH POSITIVE PAY		
ACH POSITIVE PAY FILTER	50040	0
ACH POSITIVE PAY MO MAINT	50041	10.0000
ACH POSITIVE PAY RETURN	50044	0
ACH TRANS CONTROL MTHLY BASE	58670	20.0000
ACH - STANDARD		
ACH RETURNED TRANSACTION	58674	3.5000
ACH NOTIFICATION OF CHANGE	58675	3.5000
ACH ORIGINATED - DIRECT SEND		
ACH DIRECT SEND ORIGINATED CR	58606	0.06
ACH DIRECT SEND ORIGINATED DR	58607	0.06
ACH ORIGINATED - ONLINE		
ONLINE ACH MONTHLY FEE	58620	0
ACH CREDIT ORIGINATED	58621	0.06
ACH DEBIT ORIGINATED	58622	0.06
ACH ADDENDA ORIGINATED	58623	0
ACH FILE PROCESSED	58627	0

REPORTING SERVICES		
ACH RETURN/NOC RPT VIA WEB	58650	0
BANKING CENTER CASH DEPOSITS		
BKG CNTR DEPOSITED CASH	51606	.00100000
RETURNS - STANDARD		
PAPER REPRESENTMENT	50930	2.0000
RETURNED ITEM SPECIAL INSTRUCTIONS	50948	45.0000
RETURNS MGMT MODULE	51005	0
RETURNED ITEMS PER IMAGE	51008	0
RETURNED ITEMS IMAGE TRANSMISSION	51015	12.0000
RETURNED ITEMS MONTHLY CD ROM	51020	12.0000
DATA EXCHANGE		
FILE MAP AND IMPORT	52124	0
FTD DATA EXCHANGE	52623	0
ARP / POSITIVE PAY		
ARP MONTHLY BASE CHARGE	50201	10
ARP CHECKS PAID	50203	.0500
ARP CHECKS ISSUED	50204	0.03
ARP ONLINE ISSUE MGMT BASE CHARGE	50220	0
POSITIVE PAY MONTHLY BASE CHARGE	50401	11.5000
BANK MAINTAIN POS PAY EXCPTN	50402	1.0000
POSITIVE PAY PAYEE LINE PER ITEM	50407	1.0000
EDM - STANDARD		
EDM MONTHLY SERVICE FEE	51851	50.0000
EDM DEPOSIT	51852	.5000
EDM BEFORE 4:00 PM EST	51853	.0500
EDM AFTER 4:00 PM EST	51854	.0500
EDM ON-US CLEARING	51855	0
EDM IMAGE EXCHANGE CLEARING	51857	0
PAID CHECK IMAGING		
CHECK IMAGING PER ACCOUNT	50501	0
IMAGE		
IS - 7 YR PAPER PAYMENTS	52631	0.01
IS - BASE FEE PER COMPANY	52643	0
STATEMENT IMAGING		
STATEMENT CD ROM OR FILE	50528	12.0000
AMP - PRIOR DAY REPORTING		
ONLINE AMP STOP PAYMENT	51920	5.0000

PORTAL - STANDARD		
ONLINE WIRE MODULE	52608	0
ONLINE ACH MODULE	52609	0
PORTAL - PRIOR DAY		
ONLINE PRIOR DAY BASE	52601	40.0000
ONLINE PRIOR DAY ACCOUNT	52602	5.0000
ONLINE PRIOR DAY DETAIL	52603	0.04
ONLINE STOP PAYMENT BASE FEE	52607	0
PORTAL - INTRA DAY		
ONLINE INTRADAY BASE	52604	20.0000
ONLINE INTRADAY PER ACCOUNT	52605	0
ONLINE INTRA DAY DETAIL	52606	0.05
RETAIL LOCKBOX - STANDARD		
RLBX EXCEPTION-UNPROCESSABLE	52319	.1000
RLBX SPECIAL TRANSMISSION	52330	50.0000
RLBX MONTHLY MAINTENANCE	52339	50.0000
RETAIL LOCKBOX EDM		
RLBX EDM ITEMS PROCESSED	51900	.0500
IMAGE		
WLBX CD ROM IMAGING	52336	12.5000
WHOLESALE LOCKBOX - STANDARD		
WLBX MAINTENANCE	52301	140.0000
ONLINE WIRE		
ONLINE WIRE OUTBOUND DOMESTIC	52615	7
ONLINE WIRE OUTBOUND USD INTL	52617	7
CUSTOMER INITIATED PHONE REQUEST		
EX PHONE WIRE OUTBOUND NREP	51476	5.0000
EX PHONE WIRE OUTBOUND BOOK TRANS	51948	5.0000
LEGACY		
PPAY E-MAIL ALERT	50526	0
ZBA: DEBIT TRANSACTION	53704	0
ZBA: CREDIT TRANSACTION	53705	0
ACH TRANSACTION-CR	99855	0