CITY OF BOONVILLE
COUNCIL MEETING
AGENDA
September 4, 2018
7:00 p.m.

City Council Chambers
525 E. Spring Street
Boonville, Missouri

I. Call to Order – Pledge and Prayer (Henry Hurt)

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of the Minutes of the August 20, 2018 Council Meeting

V. Consent Items

a. Consider Pay Request No. 1 from Vance Brothers, Inc. in the amount of $81,485.15 for Asphalt Pavement Seals 2018
b. Consider Pay Request No. 1 from Concrete Solutions, LLC in the amount of $36,108.03 for Krohn Street Curb and Gutter Improvements

VI. Presentation of Accounts and Claims

VII. Unfinished Business

A) Second Reading of Bill No 2018-019 Amending an Agreement with Missouri Highways and Transportation Commission for Funding of Runway Reconstruction and Other Improvements at Jesse Viertel Memorial Airport

VIII. New Business

A) Receive Request from City Attorney for Supplemental Funding
B) Consider Resolution R2018-09 Approving an Agreement with Lauber Municipal Law, LLC to provide special counsel legal services
C) Consider Resolution R2018-10 Approving the Depository Agreement between the City of Boonville and First State Community Bank

IX. Reports of Standing Committees

A) Municipal Facilities Authority – August 16, 2018 (Steve Young)
B) Industrial Development Authority – August 16, 2018 (Steve Young)

X. Reports of City Officials

City Administrator

Mayor

- Discuss Resident Requirement for City Committees

City Counselor

City Clerk

XI. Miscellaneous

XII. Adjourn

NOTICE: The City of Boonville will comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation due to disability to attend this meeting should contact our office at 660-882-2332 or Relay Missouri, 1-800-735-2966 TTY at least 48 hours in advance.

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting
Minutes
August 20, 2018

7:00 p.m. – Public Hearing
Establishing the Tax Levy for Fiscal Year 2018-19 beginning April 1, 2018

Mayor Beach opened the Public Hearing at 7:00 p.m. to establish the tax levy for Fiscal Year 2018-19 beginning April 1, 2018.

Mayor Beach invited any public comments on this issue. There were no public comments.

Mr. Tessendorf advised that the public notice is on page 30 of the Council Packet and the public notice is set out with the agenda for public review. Mr. Tessendorf advised that it was a routine undertaking for this fiscal year.

With no public comments being offered, Mayor Beach closed the Public Hearing at 7:01 p.m.

The Boonville City Council met in Regular Session on August 20, 2018 at 7:01 p.m. in the Council Chambers. The following officers were present: Ned Beach, Mayor; Irl Tessendorf, City Administrator; and Teresa Studley, City Clerk. City Counselor position vacant.

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order and Mr. Brent Bozarth led the prayer after the pledge of allegiance.

ROLL CALL

The following Council Representatives were present: Brent Bozarth, Henry Hurt, Morris Carter, Michael Stock, Steve Young, and Susan Meadows. Council Representatives Whitney Venable and Vanessa Dorman were absent.

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE AUGUST 6, 2018 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

None.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance appropriating money in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Mr. Bozarth seconded the motion for approval. Roll call was taken. Ayes: Bozarth, Hurt, Carter, Stock, Young, and Meadows. Total (6). Opposed: None. Total (0). Absent: Venable and Dorman. Total (2). Motion Carried.

UNFINISHED BUSINESS

FISCAL YEAR 2017-18 AUDIT PRESENTATION BY JEFF CHITWOOD OF GERDING, KORTE, AND CHITWOOD

Jeff Chitwood of Gerding, Korte, and Chitwood presented a brief overview of the Fiscal Year 2017-18 audit that was performed by their organization earlier this year for the City of Boonville. Mr. Chitwood explained to the Council that the audit opinion is a clean opinion, an unmodified opinion, which is the best opinion that an organization can receive in an audit. Mr. Chitwood explained that the Management Discussion (pages 4 – 12 of the audit) summarizes what has been done throughout the years and what to look for in an audit. It gives a good summary of how well the City of Boonville did this year compared to last year's audit. Mr. Chitwood advised that the City's total net position decreased by $715,649. Mr. Chitwood explained that the total for the Governmental Fund is $11.6 million. Mr. Chitwood advised that at the end of the current fiscal year, the unassigned fund balance for the general fund was $5.1 million or 85% of the total general fund expenditures. Mr. Chitwood reported that the City's revenue bond payable decreased by $785,000 due to scheduled payments. Mr. Chitwood pointed out the Balance Sheet on page 7 of the audit. Mr. Chitwood reviewed the financial statements of the different funds in the document for the council. Mr. Chitwood reported that all the funds look very good and there are no concerns. Mr. Chitwood reviewed the Compliance and Internal Control Report in the audit. Mr. Chitwood explained that with the material audited, the auditors did not identify any deficiencies in internal control that are considered a material weakness. Mr. Chitwood reviewed the communications letter. Mr. Chitwood thanked the staff for their cooperation and organization of materials prior to their visit, which allowed them to do a timely and accurate audit. Mr. Chitwood praised city staff for their hard work. The council offered no questions or comments. Mayor Beach thanked the staff for their hard work.

SECOND READING OF BILL NO. 2018-017 AMENDING CODE OF GENERAL ORDINANCES REFERENCE CITY COUNSELOR POSITION

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Ms. Meadows seconded the motion to approve this bill. With no questions, roll call was taken. Ayes: Bozarth, Hurt, Carter, Stock, Young, and Meadows. Total (6). Opposed: None. Total (0). Absent: Venable and Dorman. Total (2). Motion Carried.

NEW BUSINESS

CONSIDER TEMPORARY STREET CLOSURES AND PARKING RESTRICTIONS FROM THE CHAMBER OF COMMERCE FOR MARKET NIGHTS FOR SEPTEMBER 13TH AND 20TH

Mayor Beach advised that Laura Wax was at the meeting available for any questions. Mayor Beach invited Ms. Wax to explain the details of the event. Ms. Wax informed the Council that this event is very similar to the Festival of Lights from previous years. Ms. Wax stated that instead of having the event for four Thursdays in September, it will only be held for two Thursdays. Ms. Wax stated that the reason for the event was to bring people to the downtown area and merchants. Ms. Wax explained the request to the Council. Mr. Young questioned if this was the same "footprint" as Festival of the Lights. Ms. Wax responded that it was. Ms. Wax explained that the festival will be between Morgan and Chestnut Streets. Mr. Carter moved, and Mr. Bozarth seconded the motion for approval of the temporary street closure and parking restrictions. Roll call was taken. Ayes: Bozarth, Hurt, Carter, Stock, Young, and Meadows. Total (6). Opposed: None. Total (0). Absent: Venable and Dorman. Total (2). Motion Carried.

FIRST READING OF BILL NO. 2018-019 AMENDING AN AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR FUNDING OF RUNWAY RECONSTRUCITON AND OTHER IMPROVEMENTS AT JESSE VIERTEL MEMORIAL AIRPORT

Ms. Studley read, by title only, a copy of the bill.

CONSIDER APPROVAL TO AWARD BID FOR BANKING DEPOSITORY

Mr. Tessendorf referenced the memo that was included in the Council Packet regarding the request for proposal for the banking depository. Mr. Tessendorf reported that we sent out bids and we received proposals from four separate banks. Mr. Tessendorf evaluated each bid and noted the differences between each one. Mr. Tessendorf explained that BTC Bank was not compliant with the request due to the use of an intermediary bank. Mr. Tessendorf said he believes the best proposal received is from First State Community Bank. Mr. Tessendorf explained that First State Community Bank charges no fees to the City of Boonville and the interest rate is good. Mr. Tessendorf recommends that the City to continue using First State Community Bank for our depository. Mr. Bozarth moved, and Mr. Hurt seconded the motion to approve to award the bid for banking depository to First State Community Bank. Roll call was taken. Ayes: Bozarth, Hurt, Carter, Stock, Young, and Meadows. Total (6). Opposed: None. Total (0). Absent: Venable and Dorman. Total (2). Motion Carried.

FIRST AND SECOND READING OF BILL NO. 2018-018 ESTABLISHING THE TAX LEVY FOR FY 2018-19

Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Mr. Stock seconded the motion for approval. Mr. Tessendorf advised that this was a routine undertaking

for the fiscal year. Mr. Tessendorf explained that the levy is a very small fraction of 1 cent ($.0003). With no questions, roll call was taken. Ayes: Bozarth, Hurt, Carter, Stock, Young, and Meadows. Total (6). Opposed: None. Total (0). Absent: Venable and Dorman. Total (2). Motion Carried.

REPORTS OF STANDING COMMITTEES

PLANNING AND ZONING COMMISSION—AUGUST 14, 2018

Mayor Beach reported that the meeting was cancelled.

HOUSING AUTHORITY – AUGUST 8, 2018

Mr. Carter reported that it was a usual meeting.

POLICE BOARD – AUGUST 13, 2018

Mr. Hurt reported that it was decided to have an Employee Appreciation Event for the police department on September 15, 2018 at Harley Park.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was offered.

MAYOR

No report was offered.

CITY CLERK

Ms. Studley reminded everyone that the next Council meeting will be held on Tuesday, September 4, 2018, which will be the day after Labor Day holiday.

MISCELLANEOUS

Mayor Beach stated that the Boonville IT Center At Kemper Campus document, that was including in the council packet by Jim Gann, was very interesting.

Mayor Beach inquired of Mr. Cauthon if there has been a resolution to the retaining wall problem on Spruce Street. Mr. Cauthon advised that nothing has been solved and Mr. Cauthon noted that the retaining wall is not the City's problem to fix. It is owned by the Sells and they will need to replace the wall. Mr. Stock advised that he had taken pictures of what can be done to fix the retaining wall.

ADJOURN

With no further discussion, Mr. Young moved, and Mr. Bozarth seconded the motion to adjourn at 7:30 p.m. and the voice vote was unanimous.

Respectfully Submitted,

_____
Teresa Studley, City Clerk

Approved:

_____
Ned Beach, Mayor

APPLICATION AND CERTIFICATE FOR PAYMENT
(PAY ESTIMATE)

Original 1 of 6
Page 1 of 2

CONTRACTOR: Vance Brothers, Inc.

PROJECT NO: 454-270

OWNER: City Of Boonville

Asphalt Pavement Seals 2018

APPLICATION NO: 1 FINAL

APPLICATION DATE: 3-Sep-18

PERIOD FROM:

ORIGINAL CONTRACT SUM:	$86,485.15
NET CHANGE BY CHANGE ORDERS:	-$5,000.00
CONTRACT SUM TO DATE:	$81,485.15
TOTAL COMPLETED & STORED TO DATE:	$81,485.15
RETAINAGE 0%:	$0.00
TOTAL EARNED LESS RETAINAGE:	$81,485.15
LESS PREVIOUS CERTIFICATES OF PAYMENT:	$0.00
CURRENT PAYMENT DUE:	$81,485.15
CONTRACT TIME LIMIT DATE:	September 21, 2018

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
1	9/3/2018		($5,000.00)
	TOTALS	$0.00	-$5,000.00

NET CHANGE BY CHANGE ORDERS: -$5,000.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF $ 81,485.15
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONTRACTOR:

BY: [signature]

DATE: 8/13/18

OWNER:

BY:

ENGINEER:

BY: [signature]

MECO ENGINEERING COMPANY, INC.
ENGINEERS * SURVEYORS

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109 (573)893-5558

APPLICATION AND CERTIFICATE FOR PAYMENT
(PAY ESTIMATE)

Original 1 of 6
Page ____ of

CONTRACTOR: Concrete Solution LLC

PROJECT NO: 454-269

OWNER: City of Boonville MO

Krohn Street Curb and Gutter Improvements

APPLICATION NO: 1

APPLICATION DATE: 3-Sep-18

PERIOD FROM:

ORIGINAL CONTRACT SUM:	$83,860.39
NET CHANGE BY CHANGE ORDERS:	$0.00
CONTRACT SUM TO DATE:	$83,860.39
TOTAL COMPLETED & STORED TO DATE:	$40,120.03
RETAINAGE 10%:	$4,012.00
TOTAL EARNED LESS RETAINAGE:	$36,108.03
LESS PREVIOUS CERTIFICATES OF PAYMENT:	$0.00
CURRENT PAYMENT DUE:	$36,108.03
CONTRACT TIME LIMIT DATE:	November 29, 2018

ORDER NO.	DATE APPROVED	ADDITIONS	DEDUCTIONS
	TOTALS	$0.00	$0.00

NET CHANGE BY CHANGE ORDERS: $0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

In accordance with the Contract Documents, based on site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED OF $ 36,108.03

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONTRACTOR

BY: _____

DATE: 8/28/18

OWNER:

BY: _____

ENGINEER:

BY: _____

MECO ENGINEERING COMPANY, INC.
ENGINEERS * SURVEYORS

2701 INDUSTRIAL DRIVE
JEFFERSON CITY, MO 65109 (573)893-5558

ORDINANCE APPROPRIATING MONEY

Be it Ordained by the Council of the City of Boonville, as follows:

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on September 4, 2018 the sum of **$483,329.80**

General Fund	$131,841.60
Sanitation	$29,921.42
CIP Tax	$11,236.40
Water Works	$122,536.52
Capital Projects	$623.43
Waste Water	$84,425.50
Tourism	$4,764.39
Gaming	$9,407.91
Parks/Water	$88,572.63

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **$483,329.80** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on September 4, 2018 read for the second time this 4th day of September, 2018 since a copy was made available prior to the meeting.

Approved September 4, 2018 _____
Mayor

Endorsed September 4, 2018: I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

_____
Accountant

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Sec. 2-75. - Duties.

(a) *City attorney.* The city attorney shall prosecute all persons charged with violating ordinances of the city; and, to that end, he or she shall attend the circuit court, municipal division, and prosecute all complaints and information that may be brought by the city therein; he or she shall also handle all appeals in which the city is a party arising from the circuit court, municipal division. The city attorney shall perform such other duties as prescribed by state law. The city attorney's position is a part time position. In the normal exercise of the city attorney's duties, the city would anticipate the attorney to expend an average of 15 hours per month. In the event the city attorney, on a fiscal year basis, would expend in excess of 180 hours of time in the performance of his or her duties, he or she may request that the city council award reasonable compensation for time spent in excess of 180 hours. The city council of the City of Boonville, in the exercise of reasonable discretion, shall determine what, if any, additional compensation is reasonable for the hours expended by the city attorney in excess of 180 hours per year.

(b) *City counselor.* The city counselor shall attend all meetings of the council unless excused by the mayor from attending said meeting. He shall draft all ordinances and contracts and all legal forms of every kind, give legal advice to the city council and other officers of the city and see that the bonds of all city offices are in legal form and properly executed. He shall represent the city in all other cases and all courts of record in this state other than those prescribed for the city attorney, as described in the preceding paragraph. He shall attend to and prosecute, on behalf of the city, all suits instituted for the collection of delinquent and back taxes, all suits or proceedings brought to enforce payment of any other tax, license or revenue whatsoever due the city. It shall be the duty of the city counselor in all proceedings for the condemnation of private property for public use to exercise a supervision over the same, prepare all legal papers connected therewith and see that all notices return a service thereon, verdicts or juries and other proceedings are in proper form and in accordance with the law. The city counselor shall also perform such other duties which shall be prescribed by ordinance or shall be ordered by the council or mayor.

(Ord. No. 2863, §§ 1, 2, 2-1-88; Ord. No. 3861, § 1, 5-20-02)

State Law reference— Duties of city attorney, RSMo. 98.330; office of city counselor, RSMo 98.340.

BRAD L. WOOLDRIDGE
BOONVILLE CITY ATTORNEY
312 MAIN STREET
BOONVILLE, MISSOURI 65233-1565
TELEPHONE: 660-882-3447 FACSIMILE: 660-882-2542

August 29, 2018

Mr. Irl Tessendorf
City of Boonville
VIA HAND DELIVERY

RE: *Statement of Fees for Professional Services Rendered*; Boonville City Attorney Position, Fiscal Year 2017

Irl:

Per our multiple discussions and email exchanges, please find enclosed my *Statement of Fees for Professional Services Rendered* for Fiscal Year 2017 for the hours I expended on municipal offense prosecution in excess of the 180 hours mandated by Section 2-75 of Chapter 2, Article III, Division 5 of the Code of Ordinances for Boonville, Missouri. Per the ordinance, and pursuant to our discussion, the pertinent language reads as follows:

> In the event the city attorney, on a fiscal year basis, would expend in excess of 180 hours of time in the performance of his or her duties, he or she may request that the city council award reasonable compensation for time spent in excess of 180 hours. The city council of the City of Boonville, in the exercise of reasonable discretion, shall determine what, if any, additional compensation is reasonable for the hours expended by the city attorney in excess of 180 hours per year.

Please note that the time compiled on the attached document is the **bare minimum** number of hours expended; it is *NOT* an average. I totaled the hours in the most conservative manner possible.

If you have any questions or concerns, or if you would like me to provide additional explanation of my calculation, I would be happy to meet with you or, in the alternative, appear before the City Council to provide a synopsis of my work. Thank you in advance for assisting in this matter.

Very truly yours,

Brad L. Wooldridge

BLW/idi
Attachment

CITY ATTORNEY MINIMUM HOURS EXPENDED – FISCAL YEAR 2017

	CASES FILED		
	Alcohol/Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
April 2017	Special Prosecutor was appointed throughout April 2017, so there is no request or accounting for cases *filed* this month, only for cases *pending* at start of June 2017.		
May 2017	Special Prosecutor was appointed throughout May 2017, so there is no request or accounting for cases *filed* this month, only for cases *pending* at start of June 2017.		
June 2017	2	99	26
	7 (pending April/May 2017)	144 (pending April/May 2017)	56 (pending April/May 2017)
July 2017	0	33	7
August 2017	1	52	15
September 2017	3	43	15
October 2017	4	63	5
November 2017	1	35	6
December 2017	4	53	5
January 2018	0	26	2
February 2018	0	45	7
March 2018	1	192	9
Totals	**23**	**785**	**153**

Breakdown of hours expended*

Alcohol & Drug Related Traffic	23 cases @ 1.00 hours	23.00 hours
Other Traffic	785 cases @ 0.30 hours	235.50 hours
Non-Traffic Ordinance	153 cases @ 0.30 hours	45.90 hours
Docket Preparation	10 dockets @ 1.50 hours	15.00 hours
Docket Appearances	10 dockets @ 2.00 hours	20.00 hours
	TOTAL HOURS	339.40 hours
	Hours mandated by Ordinance 2-75	(180.00 hours)
	TOTAL ADDITIONAL HOURS	**159.40 hours**

Annual Salary: $22,946.49 / 180 hours = Rate of pay: $127.48/hour

159.40 Additional hours @ $127.48/hour **TOTAL BILL** **$20,320.31**

*The hours referenced in the respective categories represent the ***minimal*** amount of time expended. The time is **NOT** averaged, as that would cause an exponential increase in the time expended per case.

July 31, 2018

City of Boonville
Mr. Irl Tessendorf, City Administrator
401 Main Street
Boonville, MO 65233

Re: Brad Wooldridge, City Attorney

Dear Irl,

This letter is being sent at the request Brad Wooldridge regarding the most recent change in municipal citations and his service to the public.

The number of Boonville municipal cases has increased. From January 1, 2017 to December 31, 2017, 787 cases were filed. From January 1, 2018 to July 30, 2018, 908 cases have been filed. Basically, the number of cases on the Boonville municipal docket has doubled.

We appreciate Brad's willingness to discuss with defendants their citations outside of court. This takes more of his time, but makes the docket more efficient. We also appreciate that upon the filing of a citation, Brad's office typically sends a letter to the defendant explaining their various options if they want to resolve the case without coming to court. This service costs his staff some time and money (cost of postage) but it helps to resolve the case and reduces the number of phone calls to the clerk's office and the number of cases on the docket.

Share this letter with whoever you wish. We hope it sheds some light on the most recent changes in the docket.

Sincerely,

Keith M. Bail
Associate Circuit Judge

Nancy Fisher
Circuit Clerk

Sec. 2-75. - Duties.

(a) *City attorney.* The city attorney shall prosecute all persons charged with violating ordinances of the city; and, to that end, he or she shall attend the circuit court, municipal division, and prosecute all complaints and information that may be brought by the city therein; he or she shall also handle all appeals in which the city is a party arising from the circuit court, municipal division. The city attorney shall perform such other duties as prescribed by state law. The city attorney's position is a part time position. In the normal exercise of the city attorney's duties, the city would anticipate the attorney to expend an average of 15 hours per month. In the event the city attorney, on a fiscal year basis, would expend in excess of 180 hours of time in the performance of his or her duties, he or she may request that the city council award reasonable compensation for time spent in excess of 180 hours. The city council of the City of Boonville, in the exercise of reasonable discretion, shall determine what, if any, additional compensation is reasonable for the hours expended by the city attorney in excess of 180 hours per year.

RESOLUTION NO. R2018-09

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI, AUTHORIZING AND APPROVING TERMS OF ENGAGEMENT BY AND BETWEEN LAUBER MUNICIPAL LAW, LLC AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO SPECIAL COUNSEL AND LEGAL SERVICES TO BE PROVIDED; AND PROVIDING AN EFFECTIVE DATE THEREFOR

WHEREAS, the Mayor has made City Counselor appointments and the City Council has affirmed said appointments and the terms and conditions of said services need to be defined.

THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: That a certain Agreement between **Lauber Municipal Law, LLC,** and the City of Boonville, Missouri relating to special counsel and legal services, a copy of which is marked "**Exhibit A**" is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the Mayor and the City Clerk are hereby authorized to execute, and attest said Agreement on behalf of the City of Boonville.

SECTION 3: This resolution shall take effect and be in full force from and after its passage and approval.

PASSED THIS 4TH DAY OF SEPTEMBER, 2018, BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI

_____
Ned Beach, Mayor

ATTEST:

_____
Teresa Studley, City Clerk

Exhibit "A"

LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

August 16, 2018

Mr. Ned Beach, Mayor
City of Boonville, Missouri
401 Main St.
Boonville, MO 65233

Re: Special Counsel Legal Services

Dear Mayor Beach:

It has been requested that Lauber Municipal Law, LLC (the "Firm"), submit this engagement letter to provide special counsel legal services to the City of Boonville, Missouri ("City"), for general municipal matters and special projects (the "Matters"). This engagement letter shall serve as the written agreement between the City and the Firm.

The City will be our client for this engagement. Joe Lauber and I will be primarily responsible for the engagement on behalf of Lauber Municipal Law, LLC (the "Firm"); however, other experienced municipal attorneys in our firm may also provide legal services pursuant to this engagement. Our fees for this engagement will be based on an hourly rate and billed at quarter-hour increments with monthly statements after services have been rendered. Our hourly rate for the Matters will be $195 per hour for all attorneys. In addition, any work done on the Matters by our law clerk (non-attorney) will be billed at $50 per hour.

The enclosed Additional Terms of Engagement will govern the relationship unless otherwise agreed to in this engagement letter, but please note the following:

- We will not charge the City for facsimiles;
- We will not charge the City for long-distance telephone charges (including facsimiles);
- We will not charge the City for in-house photocopies which do not exceed 100 copies in a month;
- We will not charge for regular mail;
- We will not charge the City for the first thirty minutes of travel (each way) from our office in Lee's Summit to City Hall (there is no charge for travel for an attorney coming from our Boonville office); and
- The hourly rate is subject to annual adjustment on January 1 of each year based on the Consumer Price Index (CPI-U) as described in the enclosed Additional Terms of Engagement.

250 NE Tudor Road • Lee's Summit, MO 64086 • Office (816) 525-7881 • Mobile (816) 944-8140
jcover@laubermunicipal.com

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If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact us at your convenience to discuss the matter. Our engagement as special counsel will begin upon our receipt of a signed copy of this agreement (by e-mail, fax, U.S. Post, or hand delivery). Thank you for choosing Lauber Municipal Law, LLC, to provide these important legal services to the City.

Regards,

LAUBER MUNICIPAL LAW, LLC

Jeremiah V. Cover

CITY OF BOONVILLE, MISSOURI

Accepted and agreed:

_____ _____

(signature) (date)

Ned Beach, Mayor

Enclosure

LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Additional Terms of Engagement

Lauber Municipal Law, LLC (the "Firm"), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee's Summit and Boonville.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with me). I encourage you to discuss these practices with me whenever you have questions during the course of this engagement.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Subcontractors. From time-to-time, it may be necessary to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of the City Council.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the Firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment for inflation based upon the unadjusted 12 months ended for December of the immediately preceding year published for the United States Bureau of Labor Standards National Consumer Price Index (CPI-U), which adjustment shall become effective January 1 of each year.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some "client disbursements" represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made

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prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of $250, such as expert witness fees, the costs of deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After Lauber Municipal Law, LLC's services conclude, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of ten years after the matter is closed. If you do not request delivery of the file before the end of the ten year period the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the ten year period, you may request delivery of the file.

Disbursements and Other Charges. We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge $0.12 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need for an outside copying job (e.g., Kinko's) arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with WestLaw or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. We will not charge the City for the first 30 minutes of travel (each way) from our office in Lee's Summit to City Hall (there is no charge for travel for an attorney coming from our Boonville office).

Internet Usage. We may be asked to use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to me.

RESOLUTION NO. R2018-10

A RESOLUTION APPROVING THE DEPOSITORYAGREEMENT BETWEEN THE CITY OF BOONVILLE, MISSOURI AND FIRST STATE COMMUNITY BANK WITH A COMPLEMENTARY PLEDGE AND CUSTODIAL AGREEMENT FOR SECURITY INTERESTS WITH UMB BANK, N.A

WHEREAS; the City advertised Requests for Proposal for the depository banking services for the city for the next three years with four responses; and

WHEREAS; the bid by First State Community Bank provides the best terms for the depository bank services; and

WHEREAS; the Depository Agreement in conjunction with the Pledge and Custodial Agreement both herein attached and incorporated by reference as **Attachment A** provide the terms and conditions for the transfer and management of the moneys on deposit as well as provide the proper securities reporting and perfect a security lien for assets above the FDIC coverage limits

NOW THEREFORE, be is resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: That First State Community Bank is hereby awarded the City's depository business for a term of three (3) years with two (2) optional one-year extensions.

SECTION 2: That the City of Boonville, Missouri hereby agrees and approves the Depository Agreement **AND** the Pledge and Custodial Agreement herein attached as **Attachment A** and made a part hereof as fully as if set forth herein verbatim as well as and other authorization documents necessary to carry out the intent of these agreements.

SECTION 3: That the City Administrator and City Clerk are hereby authorized to execute on behalf of the City of Boonville these Agreements and other authorization documents.

Passed this 4th day of September, 2018, by the City Council of Boonville, Missouri.

_____
Ned Beach, Mayor

ATTESTED BY:

_____
Teresa Studley, City Clerk

Attachment "A"

DEPOSITORY AGREEMENT

This Depository Agreement is made and entered into this 27th day of August, 2018, by and between the City of Boonville, Missouri, hereinafter referred to as "City" and First State Community Bank, hereinafter referred to as "Depository".

IN WITNESS WHEREOF, the City and Depository hereby agree as follows:

1. Depository has been selected by the City as a depository of moneys of the City as contemplated and permitted by Chapter 110 and 165, RSMo., as amended. The portions of City moneys governed by this Agreement is set forth in the City's Request for Proposal and in Depository's Bid, attached hereto, identified as **Exhibits A and B** respectively and incorporated into this Agreement.

2. Under this Agreement, the City will direct its accountant or other authorized agent to deposit from time to time with Depository money of the City and Depository will provide those services, terms and conditions as set forth in the Depository's bid (**Exhibit B**).

3. The Depository agrees to secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation, by pledging securities and executing the Pledge and Custodial Agreement herein attached, identified as **Exhibit C** and incorporated to this Agreement. In addition, the Depository shall approve this Depository Agreement with the pledge, lien and security interest herein verified annually at their Board of Trustees meeting and notify the City of such approval.

4. If, at any time during which there are City funds on deposit under this Agreement, Depository comes under investigation, management or contract of the Federal Deposit Insurance Corporation or any other federal governmental entity authorized by law to implement the provisions of the Financial Institutions Reform and Recovery Act or any similar or successor federal law, Depository shall so notify the City and shall further notify the Federal Deposit Insurance Corporation or other appropriate federal agency or entity of the existence and terms of this Agreement.

5. Depository agrees to maintain a copy of this Agreement in its official files during any period that it serves as Depository for the City.

6. The City may from time to time inspect the securities or book entry receipts for the securities and determine that the securities are actually held according the attached Pledge and Custodial Agreement. The Custodian institution shall provide routine copies of pledge, withdrawal and substitution activities to City for such inspection.

7. This Agreement shall be binding upon the undersigned and any successors or assigns.

8. This Agreement may be terminated at any time upon the mutual agreement of the parties to this Agreement.

9. The term of this Agreement commences on the 30th day of September 2018 and shall continue for three (3) years until September 30, 2021 with two (2) optional one-year extensions with agreement of both parties.

CITY

City of Boonville, Missouri

Irl Tessendorf
City Administrator
itess@boonville-mo.org

DEPOSITORY

First State Community Bank

Kimberly Ponder
Vice President/Regional Retail Leader
kponder@fscb.com

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401 Main Street | Boonville, MO 65233

City Of BOONVILLE est. 1839
CITY HALL

660-882-2332 | Fax: 660-882-6608

Exhibit "A"
R.F.P.

CITY OF BOONVILLE

REQUEST FOR PROPOSALS

DEPOSITORY FOR CITY FUNDS

The City of Boonville is hereby requesting proposals from local financial institutions to serve as depository for City funds as set forth herein:

A. **Process:** Sealed proposals are due to the City Clerk no later than 11:00 a.m. July 16, 2018. The proposals will be opened and available for public examination at that time. Proposals will be evaluated and awarded by the City Council within thirty days of the above due date. The City of Boonville reserves the right to reject any or all proposals and waive irregularities therein. As a general rule, the depository must be located within the Boonville City Limits. Each financial institution is encouraged to submit information outlining any other cost-saving services that may be worthy of consideration by the City.

B. **Implementation:** The transition to the successful financial institution is intended to occur no later than October 31, 2018. However, the final schedule of the transition will be at the pleasure of the City.

C. **Term/Agreement:** The results of this process will be codified into a formal Depository and Collateral Security Agreement to be executed by both parties with respective Board approvals. The agreement will have a term of 3 years with two optional 1 year extensions if both parties agree. The term will commence on the date the transaction is completed as outlined in Section B above.

D. **Account Structure:** The City intends to maintain one main operating account with the depository. The account will encompass payroll, accounts payable and daily deposit transactions. It will be subject to checking. Additionally, the City maintains numerous small accounts that may or may not encompass accounts payable, deposit transactions and checking. The City reserves the right to maintain other minor accounts at the institution of its choice to satisfy internal considerations or legal requirements such as grant regulations.

The City requires that the proposal address the investment of idle funds in this account on a daily basis. The City reserves the right to invest the idle funds of this account on its own as set forth in Section E herein.

Interest rates for all accounts, not listed as non-interest bearing, investment of idle funds structure and method, shall be explicitly addressed in the proposals and shall be in lieu of a service charge and will be assumed to encompass and cover all elements of this RFP. The City's balance in the main operating account has ranged from $2,500,000 to $7,000,000 million. The prospective average balance for this account will be a function of interest earnings off the account and available investment alternatives. The City pledges a minimum balance of $1,500,000 and a monthly average balance of $2,000,000. However, if the financial institution desires other balance levels, please specify as the City is flexible. If desired, the City can provide a higher average balance. The City would evaluate said proposal.

E. **Investments:** In general, the depository shall assist the City in making profitable investments from time to time as requested by the City. The City retains the option of separately placing its idle funds outside the depository as the City deems in its best interest. This is the City's current practice.

F. **Security:** The Depository shall deposit securities which have a market value of at least 100% of all City funds on deposit less the amount of FDIC insurance available with a qualified Custodian and perfect the security interest of the Depositor in the collateral pledged by holding the collateral in a custody account for the benefit of the Depositor under a Collateral Security Agreement. The Custodian shall be independent from the financial institution and may not be the financial institution's holding company. Collateral shall be as itemized in Section 30.270 RSMo.

All funds on deposit with the Depository to the credit of the Depositor are required to be secured by collateral as provided for in Missouri Revised Code Section 110.010 and Chapter 30 and the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) also known as 12 USC Section 1823(e). The relationship and contractual terms between the Depository and Custodian shall be clearly stated in the Request for Proposal response and include requirements that the Collateral Security Agreement is approved contemporaneously with the collateral being pledged by Board of Directors of the Depository and a statement that the Collateral Security Agreement has been an official record of the Depository continuously since the execution of the agreement. Attach a draft copy of the proposed Collateral Security Agreement for review. A letter of credit for the applicable Federal Home Loan bank is also acceptable.

G. **Deposits:** It is expected that all transactions will take place at the main offices of the depository. The City would expect to be able to use the drive-in facilities of the depository.

H. **Loans:** The City would expect to continue the bidding of any short-term loans or other financing arrangements required. The depository would be eligible to bid for this business. The depository agreement will stipulate that the depository function as a lender of last resort should some set of circumstances dictate such a situation.

I. **Services and Supplies:** The following items shall be provided at no charge to the City:

1. **Combined Checking Account (General Fund)**

   a. Average balance maintained in the account - $6,896,741 This amount is somewhat higher than normal due to project financing. Norm should be near $5.0 million.

   b. The City has an average of 120 deposits monthly which include direct deposits from state agencies, various vendors, credit card payments, and deposits made manually from various City transactions. May increase for summer activities.

   c. Imprinted deposit books for the General Fund and Guaranteed Deposit. The City prints its own Accounts Payable checks in-house with an average of 350 checks written on a monthly basis. The City is responsible for purchasing and printing all Accounts Payable checks.

   d. Imprinted checks for all **minor** checking accounts (less than 10), including checks for various grant programs, in format designated by the City (utilize less than 25 per year each).

   e. The City allows water customers to pay by automatic withdraw in the form of 3 ACH's a month. The average number of monthly customers is 400.

   f. The City pays its employees via direct deposit on a bi-weekly payroll status. On average the City pays 85 employees during the off season and up to 150 employees during the peak season.

g. Currently, the City does 3 wire transfers a month but on occasion this may increase to 7. (Plus 3 automatic loan payments from UMB)

h. Depository for Federal Withholding Taxes with the full use of EFTPS and/or ACH

i. Coin wrappers

j. Locked deposit bags. 3 will be needed only during peak season with the pool.

k. On occasion the City may need to be able to obtain a cashiers and/or registered checks. This is very seldom.

l. Stop payment orders may be a necessity on occasion. The average is less than 5 a year.

m. A monthly printout of cancelled check images with the monthly paper statements. The check images must be sorted in numerical order, with the check number and amount appearing on the statement. All monthly statements must be dispersed in a timely manner of within few days after the last day of the month. The City is requiring that the bank statements to be on a calendar month basis through the last day of the month.

n. A 24 hour minimum time period from the time of notification of insufficient funds checks to cover the operating account.

o. A 24 hour minimum time period of notification on chargebacks must be given with an image sent via fax or email with the paper copy to be mailed as soon as possible.

p. Process credit card payment and deposits. (Credit cards payments at Water Department, Tourism Department, Pool, and Airport.)

q. Must be able to accommodate on-line banking features such as, but not limited to, daily viewing of multiple accounts, stop payments, ACH, EFT and the ability to transfer funds between accounts, and viewing and/or printing of monthly statements.

r. A single contact person shall be designated to handle all inquiries and questions or concerns the City may have.

s. Safekeeping of securities.

t. The City will not approve a depository that utilizes an intermediary bank.

J. **Financial Status:** The City may request financial data from the institutions of the leading proposals as well as any third party custodians. The information, if deemed necessary, would be requested subsequent to the initial evaluation of the proposal. Additional services or alternatives may also be proposed. The selection will be set forth by statute and will encompass the total package of services offered by the financial institution. Requests for information should be addressed to the City Administrator.

K. **Checklist:** A checklist of items required to be addressed in the proposal follows:

- Acknowledgement of:
  - Willingness to enter into collateral security agreement pledging security in excess of insurance coverage
  - Willingness to enter depository agreement
  - Pledging in excess of insurance coverage; copy of Collateral Security Agreement
  - Loans
  - Items in Section I, enumerated and separately addressed

- Operating Account description, **interest rates paid to City with the computational methods used to calculate**
- Alternative or exceptions

Exhibit "B"

Bid

City of Boonville

Request for Proposal

Bank Services Proposal

July 16th, 2018

THE RESPONSES CONTAINED HEREIN ARE INTENDED FOR DISCUSSION PURPOSE ONLY, AND SHALL NOT BE CONSTRUED AS A CONTRACTUAL UNDERTAKING OR COMMITMENT ON THE PART OF EITHER PARTY. SUCH CONTRACTUAL UNDERTAKINGS AND COMMITMENTS, IF ANY, SHALL BE CONTAINED EXCLUSIVELY IN THE DEFINITIVE AGREEMENTS BETWEEN THE PARTIES. IN ADDITION, NOTHING CONTAINED HEREIN SHALL OBLIGATE EITHER PARTY TO ENTER INTO A DEFINITIVE AGREEMENT FOR THE PROVISION OF ANY BANKING SERVICES. ANY SUCH DEFINITIVE AGREEMENT SHALL BE DESIGNATED AS SUCH BASED UPON THE WRITTEN MUTUAL AGREEMENT OF THE PARTIES.

Welcome Letter

July 16, 2018

Teresa Studley, City Clerk
City of Boonville

Dear Ms. Studley,

Thank you for giving First State Community Bank the opportunity to provide a comprehensive proposal for banking depository services for the City of Boonville. Enclosed you will find the proposal divided in appropriate sections.

At First State Community Bank, we believe in the importance of partnering and working together with our local organizations, business, and groups to better improve our community. Our vision statement is to provide the resources need to achieve and protect financial success. This is why we take in to careful consideration specific needs and request when we prepare proposals of service.

We look forward to continuing our relationship with the City of Boonville and welcome feedback on how our recommendations can be modified to best meet your needs. Please feel free to contact us with any questions or comments relating to this proposal. Thank you for your consideration of our services.

Best Regards,

Myrna Bruce
VP/ Senior Market Business Manager
First State Community Bank

Leah D. Hardy
Vice President, Business Development Specialist
First State Community Bank

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Depository Services

City of Boonville

Depository Services

A. Process

First State Community Bank will comply with this request.

B. Implementation-

First State Community Bank will comply with this request.

C. Term/Agreement-

First State Community Bank will comply with this request.

D. Account Structure-

First State Community Bank will comply with this request. The interest rate will be based upon the Federal Funds Rate. The account will earn a rate of the 80% of Federal Funds Rate. This rate is reviewed weekly. As of July 12, 2018 the rate is 1.53%. (Formula: 1.91 *0.80 = 1.53)

E. Investments

First State Community Bank will comply with this request.

F. Security

First State Community Bank will comply with this request.

G. Deposits

First State Community Bank will comply with this request.

H. Loans

First State Community Bank provides extremely attractive Tax Exempt Lease Purchase options. Our lease purchase program is ideal for tax supported municipal entities. Eligible purposes include:

- Telecommunication Systems
- IT Hardware & Software
- Infrastructure Wiring
- Water and Waste Water Systems
- Energy Management Systems
- Vehicles
- Equipment
- Real Estate

I. Services and supplies: **The following items shall be provided at no charge to the City:**

1. Combined Checking Account (General Fund)

   a. **Average balance maintained in the account - $6,896,741. This amount is somewhat higher than normal due to project financing. Norm should be near $5.0 million.**

   First State Community Bank will comply with this request by providing a specialized Public Fund accounts for all accounts. There are no minimum balance requirements, nor per item fees associated for the City of Boonville RFP request.

   b. **The City has an average of 120 deposits monthly which include direct deposits from state agencies, various vendors, credit card payments, and deposits made manually from various City transactions. May increase for summer activities.**

   First State Community Bank will comply with this request.

   c. **Imprinted deposit books for the General Fund and Guaranteed Deposit. The City prints its own Accounts payable checks in-house with an average of 350 checks written on a monthly basis. The city is responsible for purchasing and printing all Accounts Payable checks.**

   First State Community Bank will comply with this request.

   d. **Imprinted checks for all minor checking accounts (less than 10) including checks for various grant programs, in format designated by the City (utilize less than 25 per year each)**

   First State Community Bank will comply with this request.

   e. **The City allows water customers to pay by automatic withdraw in the form of 3 ACH's a month. The average number of monthly customers is 400.**

   The City of Boonville will have full access to First State Community Bank's ACH portal to initiate debits and credits. Any ACH transaction can be submitted in a single or recurring format. First State Community Bank will provide training for your staff and can help establish dual control procedures as well as offer text confirmation for ACH transactions.

   f. **The City pays its employees via direct deposit on a bi-weekly payroll status. On average the City pays 85 employees during the off season and up to 150 employees during the peak season.**

   The City of Boonville will have the ability to submit payroll through their Cash Management set up on their online banking. Payroll files can be imported into First

State Community Bank online banking from NACHA, CSV, Fixed Position, and Delimited formatted files or entered manually.

g. **Currently, the City does 3 wire transfers a month but on occasion this may increase to 7. (Plus automatic loan payments from UMB)**
The City of Boonville will have the option to either initiate wires through their online banking or inside any First State Community Bank location. First State Community Bank will provide training for your staff and can help establish dual control and authorization procedures for Wire Transfer submissions.

h. **Depository for Federal Withholding Taxes with full use of EFTPS and/or ACH**
Through First State Community Banks ACH portal, the City will have access to send tax payments.

i. **Coin Wrappers**
First State Community Bank will comply with this request.

j. **Locked deposit bags. 3 will be needed only during peak season with the pool.**
First State Community Bank will provide night deposit bags. All night deposit bags are removed and processed under dual control. If a discrepancy is discovered, the Bank will notify the designated representative and make the adjustment as directed.

k. **On occasion the City may need to be able to obtain a cashiers and/or registered checks. This is very seldom.**
First State Community bank will comply with this request.

l. **Stop payment orders may be a necessity on occasion. The average is less than 5 a year.**
First State Community Bank will comply with this request. Stop payments can be requested via phone call, in branch, and/or through First State Community Bank Online Banking by persons with approval authority.

m. **A monthly printout of cancelled check images with the monthly paper statements. The check images must be sorted in numerical order, with the check number and amount appearing on the statement. All monthly statements must be dispersed in a timely manner of within a few days after the last day of the month. The City is requiring that the bank statements to be on a calendar month basis through the last day of the month.**
First State Community Bank will comply with this request.

n. **A 24 hour minimum time period from the time of notification of insufficient fund checks to cover the operation account.**
First State Community Bank will comply with this request.

o. **A 24 hour minimum time period of notification on chargebacks must be given with an image sent via fax or email with the paper copy to be mailed as soon as possible.**
First State Community Bank will comply with this request.

p. **Process credit card payment and deposits. (Credit card payments at Water Department, Tourism Department, Pool, and Airport.)**
First State Community Bank offers in house processing and servicing. Our in house merchant processing will provide you with the support you need with competitive pricing. First State Community Bank will offer seasonal merchant services to the City of Boonville's Pool. First State Community Bank will conduct a free analysis to its prospective merchant clients.

q. **Must be able to accommodate on-line banking features such as, but not limited to, daily viewing of multiple accounts, stop payments, ACH, EFT, and the ability to transfer funds between accounts, and viewing and/or printing of monthly statements.**
With First State Community Bank Business On-line Banking, the City of Boonville has the ability to view balances, view statements, enter stop payments, make transfers between First State Community Bank accounts, set up ACH transactions, and access Positive Pay. They will also have the ability to manage, restrict, and customize access and usage limits for multiple users.

Training will be provided at the time of set-up and available throughout the account relationship with First State Community Bank. Support is also available over the phone by contacting your local branch or Business Development Specialist. First State Community Bank's online banking is compatible with QuickBooks and Quicken.

r. **A single contact person shall be designated to handle all inquiries and questions or concerns the City may have.**
First State Community Bank will comply with this request.

s. **Safekeeping of securities.**
First State Community Bank will comply with this request. Should First State Community Bank be selected to provide depository services, all State & Federal laws applicable to public deposits, regarding the furnishing of securities, will be adhered to.

First State Community Bank will secure the deposits of the Public Fund by either a Federal Home Loan Bank Letter of Credit, or by pledging securities that are accepted by law as suitable collateral for public deposits, (Pledge and Custodial Agreement) or a combination of both. The bank shall maintain acceptable security at market value equal to at least 100% of the total amount on deposit with the bank, less the amount if any, which is insured by the Federal Deposit Insurance Corporation.

t. **The City will not approve a depository that utilizes an intermediary bank.**
First State Community Bank does not utilize an intermediary bank.

J. Financial Status

First State Community Bank will comply with this request.

K. Checklist

All points are acknowledged.

Additional Products and Services

City of Boonville

Additional Services and Products

1. Positive Pay

Positive Pay is a service to deter check fraud. Customers upload to First State Community Bank Online Banking a file that contains information of checks written. Customers can also choose to manually enter check information. If a customer uses this system all checks that are cashed in a First State Community Bank location or come through in-clearing from other banks are verified against the checks in the file. If a check comes through that does not match the information the customer provided in the file First State Community Bank will not honor the check.

2. Mobile Deposit

First State Community Bank offers Mobile Deposit through its mobile banking app. Mobile deposit does not require the purchase of a scanner, only access to a smart mobile device and online banking capability.

3. Electronic Statements

With Electronic Statements you do not have to wait for the mail to begin reviewing your monthly statements. Statement notifications are e-mailed to you when they are available and can be accessed through your online banking. You also have the added capability to have them sent to multiple parties if necessary.

4. Remote Deposit Capture

Remote Deposit Capture allows you to electronically transmit checks to the bank for deposit. Benefits include: accelerated clearings, reduced return item risk, improved availability of funds and reduced transportation cost. There are additional agreements required for this service.

5. Credit Card

First State Community Bank's MasterCard Commercial Credit Card provides a way to increase purchasing power while meeting a variety of daily business needs. Cards can be used anywhere MasterCard is accepted. By using a business credit card your business can:

- Make Quick & Easy Purchases
- Simplify Bookkeeping
- Delegate & Control Employee Spending
- Earn Rebates

<u>Business Credit Card</u>

The needs of your business are always changing. As your business grows and your purchasing needs increase, you need a card that can give you buying power and worldwide acceptance. Our Business Card can help you expand your business, protect your cash position, or simply provide a payment method for monthly expenses.

Corporate Credit Card

Our Corporate Card is ideal for a business with multiple card users. The needs of a frequent business traveler are always evolving, but one thing stays the same, you need a card that can keep up with you – a card that delivers flexibility, more purchasing power, and the ability to take care of business, anywhere in the world.

Purchasing Credit Card

A specialized card ideal for mid to large corporations looking to reduce the costs associated with authorizing, tracking, purchasing, and reconciling business purchases. Not only can this card help you to streamline processes, but it also gives you a new level of control that can truly help your bottom line.

Fleet Credit Cards

The First State Community Bank Fleet Card helps control spending at the drivers' level by letting you set spending limits and track spending patterns such as grade of fuel, fueling frequency, and time of fueling or fuel location.

6. Financial Management

FSFM is an association of dedicated investment professionals working in independent branch offices and banking locations who provide personalized financial services to individuals and small business clients. FSFM associates conduct a comprehensive investment business in stocks, bonds, mutual funds, insurance products, and annuities; specializing in growth and income investing, IRA's, retirement and estate planning, 403 (b) and 401(k) rollovers.

Pledge and Custodial Agreement

City of Boonville (hereinafter referred to as "Public Entity") has selected First State Community Bank (hereinafter referred to as "Depository Bank") as a depository for certain of its funds, and Depository Bank has agreed to act as the depository for those funds in accordance with applicable laws and/or governing statutes (hereinafter referred to as "Governing Statutes"), which require that Depository Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (hereinafter referred to as "FDIC"), by pledging securities (hereinafter referred to as "Eligible Securities") of any type permissible by the Governing Statutes. UMB Bank, National Association (hereinafter referred to as "Custodian") has agreed to hold the Eligible Securities in safekeeping pursuant to the terms, conditions and covenants of this Pledge and Custodial Agreement (hereinafter referred to as "Agreement").

IN WITNESS WHEREOF, the parties hereto hereby agree to be bound by the terms, conditions and covenants as more fully set forth below:

I. GRANT OF SECURITY INTEREST; INSTRUCTIONS REGARDING ELIGIBLE SECURITIES.

Depository Bank will select Eligible Securities suitable for pledging to secure public deposits and will send a written, facsimile or electronic communication to the Custodian designating and identifying the Eligible Securities to be pledged. Upon receipt of such communication Custodian will issue and deliver to the Depository Bank a pledge notification which identifies the Eligible Securities pledged to the designated Public Entity.

Depository Bank hereby grants to Public Entity a security interest in all Eligible Securities delivered to or held by Custodian and reflected on Custodian's records as being pledged to the Public Entity. Custodian agrees to hold all Eligible Securities deposited with it, and to serve pursuant to the terms, conditions and covenants of this Agreement, and to hold any and all Eligible Securities in custody until such time that adequate substitutions, withdrawals and releases have been executed. In no event shall Custodian be responsible for determining if the pledged securities are "Eligible Securities".

II. SUBSTITUTION OR RELEASE OF SECURITIES.

Depository Bank and Public Entity agree that as long as Custodian has not received written notice from Public Entity stating that Depository Bank is in default of its obligations to pay to Public Entity its deposits when due, Depository Bank shall have the right to substitute Eligible Securities of at lease equal market value then held by Custodian for Depository Bank or delivered to Custodian for the purpose of pledging.

If the aggregate market value of the Eligible Securities held by Custodian at any time exceeds the public funds deposited, Depository Bank may release any / all excess Eligible Securities by providing Custodian with a release notice signed by an authorized representative of Depository Bank. Custodian shall be entitled to rely on such withdrawal notice, and Depository Bank and Public Entity agree to hold Custodian harmless from any actions taken pursuant to, and consistent with, the instructions given in any withdrawal notice.

Public Entity and Depository bank agree that Custodian shall have no obligation with respect to any proposed substitution of Eligible Securities other than to act upon the instructions provided.

III. DEPOSITORY BANK'S OBLIGATIONS.

Depository Bank will give Custodian clear instructions for substitution, withdrawal or release of Eligible Securities to include:

1. Identifying Depository Bank Information;
2. Original Face (Par Value);
3. Cusip Numbers;
4. Public Entity Name:
5. Maturity Date/Call Date, including, enough specific information to execute the pledge, substitution, or release.

Depository Bank represents and warrants to Public Entity that the pledge, lien and security interest granted herein was approved by Depository Bank's board of directors or loan committee, that such approval is reflected in the minutes thereof, and that a copy of this Pledge and Custodial Agreement shall be maintained as an official record of the Depository Bank.

IV. PUBLIC ENTITY.

Public Entity agrees that Custodian is acting hereunder on Public Entity's behalf and at Public Entity's risk. Public Entity is responsible for monitoring the Depository Bank's pledge, withdrawal and substitution activities to insure that the market value of any Eligible Securities is equal to or exceeds Public Entity's funds on deposit with Depository Bank.

V. CUSTODIAN'S OBLIGATIONS.

Custodian agrees to act as custodian under the terms, conditions and covenants of this Agreement in holding and transferring the Eligible Securities held by it, by exercising the same care as it would in protecting and disposing of its own securities, but assuming no responsibility other than for the safekeeping and disposition of the securities and proceeds as provided, herein.

Custodian is expressly authorized by Depository Bank and Public Entity to utilize FRBs, Depository Trust Company, third party custodians or depositories, financial intermediaries and agents to hold, directly or through the use of other third party depositories or agents, any Eligible Securities. Depository Bank and Public Entity expressly release Custodian from any liability or claims that Custodian may incur or that may be asserted against Custodian, other than for Custodian's willful or intentional failure to comply with the undertakings hereunder to safekeep and dispose of the Eligible Securities as provided herein. Depository Bank and Public Entity shall each indemnify and hold Custodian harmless from any liabilities, claims losses or expenses (including attorneys' fees) that may be incurred or asserted against Custodian arising from any action or inaction taken in good faith by Custodian with respect to any Eligible Securities.

Custodian is hereby authorized to rely and act upon any written facsimile or electronic instructions, notification, notice or documents which purports to be signed by a representative of Depository Bank or of Public Entity (as applicable) without any duty to investigate or confirm the identity or authority of individuals giving or signing such instruction, notification, notice or document. Custodian is expressly authorized to rely upon any facsimile copy of any written document as if an original executed copy thereof had been received by Custodian from the party purporting to have executed the original.

Custodian shall be entitled to receive reasonable compensation from the Depository Bank for its services. Custodian shall have the right to terminate this Agreement upon thirty (30) days written notice to Public Entity and Depository Bank. In the event of any such termination by Custodian, Depository Bank and Public Entity agree to promptly appoint (but in no event later than the expiration of the 30-day period) a successor custodian and to deliver to Custodian instructions relating to all of Eligible Securities then held by Custodian and instructions for the delivery and transfer of such Eligible Securities to the successor custodian. If within such 30-day period, Custodian is not notified in writing by Depository Bank and Public Entity that a successor custodian has been established and that Custodian is authorized and directed to transfer all Eligible Securities held by it to such successor custodian, Custodian may thereafter, in its sole discretion, continue to hold the Eligible Securities or may deliver or transfer the Eligible Securities to Public Entity (or an entity or account designated by Public Entity). Unless terminated by Custodian, this Agreement shall remain in effect until such time as Depository Bank and Public Entity have delivered to Custodian written notice signed by each declaring that the Agreement has been terminated and is no longer effective; upon receipt of same, Custodian is thereafter authorized to deliver or transfer the Eligible Securities in accordance with any directions or instructions given solely by Depository Bank.

VI. DISPUTES.

In the event Custodian receives written notification from Depository Bank or Public Entity that a disagreement between Depository Bank and Public Entity exists as to any rights respecting any or all of the Eligible Securities, Custodian shall hold such Eligible Securities together with all proceeds thereof, until: (a) Public Entity and Depository Bank notify Custodian in writing that the dispute has been resolved and direct Custodian to transfer or deliver such Eligible Securities to either of them or to a third party or account designated by them, (b) Custodian is directed as to the disposition of such Eligible Securities by an order or decree of a court of competent jurisdiction, or (c) Custodian transfers the Eligible Securities pursuant to any authorization or requirement applicable to it or such Eligible securities under any applicable statute or regulation relating to the holding, transfer or disposition of Eligible Securities securing public deposits. Custodian is expressly authorized to rely and act upon any of the foregoing written notices, orders decrees statutes, or regulations, and upon doing so shall be released and discharged from any liability or duty with respect to any Eligible Securities with respect to which it has taken such actions.

VII. PAYMENTS BY CUSTODIAN.

Unless Custodian has been notified in writing by Public Entity that a default has occurred with respect to the payment by Depository Bank of any Public Deposits, Depository Bank shall be entitle to receive all principal payments, interest and other income on the Eligible Securities (including, without limitation, any securities received by Custodian as a substitute for, proceeds of, or otherwise with respect to, any securities included within the Eligible Securities) and Custodian is hereby authorized and directed to pay over, deliver or transfer same to Depository Bank (or any entity or account designated by Depository Bank).

VIII. SUITABILITY OF ELIGIBLE SECURITIES.

Custodian shall have no duty or obligation whatsoever to examine or determine if any securities that are now or at any time hereafter included within the Eligible Securities are of a kind or character, or have a market value, prescribed by law to be Eligible Securities for Public Deposits.

IX. ISSUANCE OF RECEIPT.

At such time as Custodian has received a communication from Depository Bank identifying a security held by Custodian to being included with the Eligible Securities, Custodian shall execute a pledge notification identifying the security and reflecting Public Entity's status as a secured party. Such notification, which is neither transferable nor assignable, shall be furnished to the Public Entity and Depository Bank and shall be accepted by them as sufficient evidence of the pledging and depositing of the security with the Custodian. The return of such pledge notification may be required by Custodian for the withdrawal, release or transfer of such security pursuant to applicable provisions and authorizations set forth in this Agreement.

X. GENERAL.

This Agreement shall be executed in triplicate with one executed original to be retained by each of the parties and shall be in full force and effect when executed by all parties. This Agreement is neither assignable nor transferable, and there is no requirement that the Agreement be returned to Custodian before delivery, transfer or designation of any securities as Eligible Securities hereunder. All notices, pledge notification and other documents and instruction required or authorized may be delivered, sent by facsimile, other electronic means or mailed to the parties hereto at the respective addresses (or facsimile numbers) set forth. For purposes of this Agreement, no notice, notification, document or communication shall be deemed to have been given to or received by Custodian unless it is actually received by one or more of the employees or officers of Custodian that are designated in writing by Custodian as being authorized to receive the instruction. Any document sent by facsimile to Custodian shall be deemed to be received only when received by Custodian at the facsimile number designated in writing within this Agreement, and which may be changed as business conditions warrant.

Dated this _____ day of _____, 20____.

First State Community Bank (DEPOSITORY BANK)

By: _____

Name: Heather Feltz

Title: Investment Accounting/DR Coordinator

Facsimile: (573) 664-5627

E-mail: hfeltz@fscb.com

City of Boonville (PUBLIC ENTITY)

By: Irl Tessendorf

Name: Irl Tessendorf

Title: City Administrator

Facsimile: (660) 882-6608

E-mail: itess@boonville-mo.org

UMB BANK, NA (CUSTODIAN)

By: _____

Name: Matt Brown

Title: Safekeeping Supervisor

Facsimile: (816) 860-5039

E-mail: Matthew.Brown@umb.com

THE MUNICIPAL FACILITIES AUTHORITY (MFA) OF THE CITY OF BOONVILLE, MO
MINUTES
August 16, 2018

Call to Order

The Directors of the Municipal Facilities Authority of the City of Boonville, MO met at the City Council Chambers on March 15, 2018. President Ken Hirlinger called the meeting to order at 6:17 PM.
Members present were Bob Irish, Sam Giroux, Ken Hirlinger, Tabitha Greis, Lindi Overton, Jim Gann, and Mike Conway. Also present were Kate Fjell, Assistant to the City Administrator and Ned Beach, Mayor of Boonville.

Public Comments

There were no public comments.

Treasurer's Report

The Treasurer's Report was presented and reviewed by the Board. The Report was approved 7-0 after a motion by Jim Gann and a second by Mike Conway.

Old Business

The original purpose of this meeting was to discuss the revolving loan extended to the Stache Box. The business ceased operation about two months ago. Between the notice of this meeting and the actual meeting several things have happened with this business. At this point the business is being purchased by another investor and the MFA expect the outstanding loan will be paid off in full - $6,415.32. The new owners expect the business to reopen on September 15, 2018.

New Business

There was no new business.

Next Board Meeting

The next meeting of the MFA is scheduled for September 27, 2018 after the IDA meeting in the Council Chambers.

Adjournment

There being no further business a motion was made to adjourn by Jim Gann and a second by Sam Giroux. The motion carried 7-0 and the meeting was adjourned.

Respectfully submitted,

Bob Irish
Secretary

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THE INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) OF THE CITY OF BOONVILLE, MO
MINUTES
August 16, 2018

Call to Order
The Directors of the Industrial Development Authority of the City of Boonville, MO met at the City Council Chambers on August 16, 2018. President Ken Hirlinger called the meeting to order at 5:29PM.
Members present were Bob Irish, Sam Giroux, Ken Hirlinger, Tabitha Greis, Lindi Overton, Jim Gann, and Mike Conway. Also present were Kate Fjell, Assistant to the City Administrator and Ned Beach, Mayor of Boonville.

Public Comments
There were no public comments.

Introduction of new Board member
President Ken Hirlinger introduced new Board member Mike Conway, who is replacing Wendy Wooldridge.

Approval of Minutes
Minutes of the July 26, 2018 and August 8, 2018 meetings were presented. The content of the minutes were approved 7-0 after a motion by Sam Giroux and a second by Mike Conway.

Treasurer's Report
The Treasurer's Report was presented by Treasurer Sam Giroux and reviewed by the Board. The Report was approved 7-0 after a motion by Bob Irish and a second by Jim Gann.

Old Business
The Board received an up-date with respect to Project Razor. A formal proposal was sent to them last Thursday. The status of the project was reviewed. We expect a decision to be made on August 22, 2018.

Lindi and Kate have not sent out requests for proposals for a 3-year engagement for a firm to do an annual financial review.

The "Boonville IT Center at Kemper Campus" white paper will be presented to the City Council at their next meeting.

New Business
There was no new business.

President's Report
Ken met with Ned and Irl to discuss the open Economic Development position. Ken would like to challenge the Board and ask for their thoughts as to what we are looking for and what the responsibilities of the position would look like. He would like the position to be structured in such a way for us to be able to establish goals for the position. He would like to be able to discuss our collective thoughts at the next meeting.

Next Board Meeting
The next meeting of the IDA is scheduled for September 27, 2018 at 5:30 PM in the Council Chambers.

Adjournment
There being no further business a motion was made to adjourn by Bob Irish and a second by Mike Conway. The motion carried 7-0 and the meeting was adjourned.

Respectfully submitted,

Bob Irish
Secretary

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VACANT COMMITTEE POSITIONS & COMMITTEE APPOINTMENTS

Airport
Vacant - 4

Architectural Review
Vacant-1

Board of Adjustments
Vacant-2

BOCA Board of Appeals
Vacant-1

Fire Board
Vacant-1

Transportation Development
Vacant-2

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