City Of est. 1839
BOONVILLE

City of Boonville

September 15, 2025
7:00 PM
City Council Chambers
525 E. Spring Street
Boonville MO 65233

Meeting Live streamed https://www.youtube.com/user/cityofboonvillemo & Channel 3 with Suddenlink Cable TV

I. Call to order – Pledge and Prayer

A. Drew Davis

II. Roll Call

III. Hearing of Citizens' Comments

- Bank Bid Presentation and Q&A

IV. Approval of Minutes

A. September 2

V. Consent Items

VI. Presentation of Accounts and Claims

A. Appropriations

VII. Unfinished Business

A. Second Reading of Bill No. 2025-018 Amending Chapter 21 Solid Waste Disposal

B. Second Reading of Bill No. 2025-021 Ordinance Approving 353 Plan and Development Agreement for 2nd and Vine Development

VIII. New Business

A. First Reading of Bill No. 2025-022 Ordinance Approving Agreement with Alliance Water for Water Treatment Plant

B. Jesus Palooza- Street Closure Request

C. Consider Resolution R2025-14 authorizing the suspension of open containers in downtown and approving street closures for the Sippin', Strollin', Rockin' and Rollin' event

IX. Reports of Standing Committees

A. Planning and Zoning Commission (Cancelled) September 9, 2025- Sy Harvell

B. Board of Public Works - Drew Davis

C. Boonville Housing Authority

X. Reports of City Officials

A. City Administrator

B. Mayor

C. City Clerk

D. City Attorney

E. Economic Developer

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.

First State Community Bank

City of Boonville

Request for Proposal

Bank Services Proposal

July 31, 2025

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 31, 2025

City of Boonville
Attn: Amber Davis, City Clerk
401 Main Street
Boonville, MO 65233

Dear Ms. Davis,

We are excited about the opportunity to provide a proposal for your banking services for the City of Boonville. The proposal, divided into appropriate sections, is enclosed.

At First State Community Bank, we are deeply committed to fostering partnerships and working in tandem with local organizations, businesses, and groups to enhance our community. Our vision statement is a testament to this commitment, as we strive to build stronger communities by empowering people and organizations to achieve and safeguard financial success. We take great care to tailor our proposals to your unique needs and requests, ensuring a partnership that is both beneficial and enduring.

First State Community Bank looks forward to a future with the City of Boonville. This contract is binding for the duration period stated in the bid proposal, beginning November 1, 2025, through October 31, 2029, with automatic renewals at the same terms for up to two (2) additional years, at the City of Boonville's option, based upon satisfactory annual review. At expiration, without contract renewal, the bank is not obligated to continue the contractual terms of this agreement.

We are here to address any questions or comments you may have regarding this proposal. Your feedback is invaluable to us, and we are committed to ensuring that our services meet your expectations. We are grateful for the opportunity to serve the City of Boonville and look forward to the possibility of a long-lasting partnership with you.

Best Regards,

Drew Smith
President
First State Community Bank

Executive Summary

First State Community Bank, a part of First State Bancshares, Inc. (a financial services holding company), is headquartered in Farmington, Missouri. We operate 50+ bank locations in multiple Southeast, East Central, and Central Missouri communities.

First State Community Bank is more than just a bank; we are a comprehensive financial partner that owns and operates First State Insurance Agency (FSIA), an independent, full-service insurance agency serving our communities, and First State Financial Management (FSFM), a full-service investment and wealth management company offering a comprehensive suite of products and services for individuals and businesses, including retirement and estate planning, portfolio and investment management, and tax-efficient investment solutions.

We currently serve the communities of Bonne Terre, Boonville, Cape Girardeau, Columbia, Conway, Desloge, DeSoto, Dutzow, Farmington, Festus, Fredericktown, Gerald, Hayti, Hermann, Hillsboro, Imperial/Shady Valley, Ironton, Jackson, Kennett, Lebanon, Macon, Malden, Marshall, Mexico, Moberly, Owensville, Pacific, Park Hills, Perryville, Portageville, Potosi, Richland, Rolla, Sikeston, Ste. Genevieve, Sullivan, Terre Du Lac, Warrenton, Washington and Wright City.

First State Community Bank's decentralized approach is a testament to our unwavering commitment to the local communities we serve. This approach allows for almost complete autonomy within our regional markets, ensuring that decisions are made considering the community's best interests. It's the best of both worlds: local decisions with all the support of a four billion-plus dollar asset organization.

Your Local First State Community Bank Team

Boonville Branch Staff

Corry Field – SVP, Commercial Lender
Ed Elsea, Regional Operations Manager
Jaque Leighton- Community Banker
Cameron Holzum – Community Banker

Regional Support

Drew Smith- Regional President
Kim Ponder- Regional Retail Leader
Nathan Todd- Market Business Development Specialist
Curtis Anderson- First State Insurance Agency
JD McCarty- First State Financial Management

Benefits of First State Community Bank being your depository bank

Experience and Expertise: First State Community Bank, a leading depository bank for public entities in the state and the markets we serve, has a wealth of experience handling your unique business needs. With over $600+ million on deposit from various public entities, we have the expertise to handle your funds with care and efficiency.

Independent Community Bank: As a privately owned community bank, we take pride in our local roots and the employment of residents from our communities. This unique structure empowers our employees to make decisions that directly impact your banking relationship, ensuring the highest level of personalized customer service and a sense of reassurance in our commitment to your needs.

Size: Being an independent community bank means customers receive the personalized service they desire. However, being one with over $4.0+ billion in assets means that First State Community Bank also has the products and resources to meet the growing needs of public entities. Our cash management and digital banking services are straightforward to use but very powerful. We also have the resources to help make the implementation seamless and easy.

Flexibility: Our structure and size allow us to adapt to your needs. We can customize our services to meet your specific requirements, ensuring that you get the solutions that best fit your situation.

Strength: Our banking culture and unwavering commitment to our communities have positioned us as one of the strongest banks in Missouri, consistently outperforming most banks based on industry standards. This strength and stability provide you with a sense of security and confidence in our ability to serve you.

Disaster Recovery Plan: First State Community Bank has created a comprehensive disaster recovery plan to handle various types of business interruptions. Our main priorities are the safety of our employees and the customers in the communities we serve. In the event of a disaster or declared emergency, we will closely cooperate with local authorities and follow their instructions to ensure the safety of those affected. Our primary objective is to have any affected branch up and running as soon as possible within 48 hours of an event, regardless of the extent of the damage. We also have a backup plan to set up a mobile banking unit on-site within 48 hours if a building is uninhabitable. Additionally, we have multiple other bank branch locations within driving distance of each other.

> *For more detailed information about the bank's Disaster Recovery procedures, please contact Don Gann, Chief Technology Officer in Farmington, Missouri, at 573-756-4547.*

Depository Services

City of Boonville

Collateral Requirements: First State Community Bank will ensure the safety of Public Fund deposits using one or a combination of the following methods: Federal Home Loan Bank Irrevocable Letter of Credit, the Insured Cash Sweep (ICS) program through the IntraFi Network, or by pledging bank-owned securities that are accepted by law as suitable for collateralizing public deposits. The bank will maintain acceptable security at a market value equal to at least 100% of the total amount on deposit with the bank minus the amount insured by the Federal Deposit Insurance Corporation.

Deposits made before 3:00 p.m. CST will be pledged accordingly on the same business day. Any deposits made after 3:00 p.m. or over a weekend will have additional collateral applied (if needed) to the overall balance held by the public entity on the first available business day.

Interest Rates:

First State Community Bank will pay 85% of the Federal Funds rate on the balances of all the City of Boonville's accounts.

As of July 29, 2025, the current FFR is 4.33%, which means the initial interest rate will be 3.68%. This rate is subject to change weekly. Interest will accrue daily and be paid monthly.

Products & Services:

Bank Depository will agree to provide the following to the City of Boonville**:**

a. Offer Demand Deposit Accounts
b. Offer Loans & Leases
c. Offer Investment Counsel through First State Financial Management
d. Participant in Federal Work Authorization Program (E-Verify)
e. Automated Account Reconciliation
f. Provide Positive Pay for all Accounts, both check and ACH
g. Additional Services include:
    - Printed deposit books
    - Printed checks for all checking accounts
    - ACH Services, including direct deposit
    - Credit card services to manage expenses. See information for the rebate program provided at no cost to the City of Boonville.
    - Wire Transfers
h. Depository for Federal Withholding Taxes with full use of EFTPS and/or ACH
i. Furnish Coin wrappers when necessary
j. Provide locked deposit bags upon request
k. Provide Cashier's Checks as needed
l. Allow free, unlimited Stop Payments as needed

m. Monthly statements will be available on the first business day of each month through our digital banking platform.
n. Return insufficient funds checks deposited within the City of Boonville accounts to the City of Boonville for cancellation only after 1 deposit attempt is made
o. Provide the requested information to the auditor(s) while conducting the City of Boonville annual audit
p. Access to processing credit card payments and deposits through merchant processing.
q. Provide the City of Boonville with robust online banking access to cover all requests and needs outlined in RFP.
r. A single contact will be provided to manage all inquiries and questions.
s. FSCB has the ability to provide all "required services" with no joint ventures, consortia, or contract service providers.

FSCB pledges to continue the products and services provided to the City of Boonville. We are open to reviewing and adjusting any item needed now or in the future to ensure the City's success.

Online Banking Services:
FSCB offers online digital banking services at no cost. For a sneak peek of our digital banking system, visit https://mcompany.cld.bz/FSCB-Digital-Banking-Business-Guide for a self-guided tour. A full demonstration of our digital banking platform will be scheduled after a bid is awarded.

Wire Transfer Services:
FSCB provides ability to submit domestic or international outgoing wires through our digital banking platform, by email, in branch, or by phone.

ACH Debit/Credit Services:
FSCB will provide ACH origination services through our digital banking.

ACH Blocker and Filters:
FSCB offers the functionality of setting up ACH Blocks of debits and/or credits to your accounts as well as filters for authorized entities to debit/credit your accounts.

This service can also be added to our Positive Pay system which allows you to monitor exception activity (anything that is not allowed based on the rules set by the blocks and filters). Items must be worked by 11:00 am CST through the digital banking platform.

Direct Deposit for Payroll:
FSCB has the ability to process ACH payments may be initiated until 4:00 PM each business day. Deposits/Credits can be initiated up to 10 business days in advance. Direct

deposits into employees' accounts will be processed by the receiving financial institution, typically first thing in the morning.

Utility Bank Draft:
FSCB has the ability to process ACH payments may be initiated until 4:00 PM each business day. Drafts/debits to accounts can be initiated up to 10 business days in advance. Withdrawals from end recipient will be processed by the receiving financial institution typically first thing in the morning.

Online Bill Payments:
On-line bill payment is available via digital banking.

Returned Checks:
FSCB will notify via mail upon receipt of an insufficient deposited check. This notification will be originated from the Farmington branch.

Night Depository Services:
FSCB will provide night deposit bags at no cost. All night deposit bags are removed and processed under dual control. If a discrepancy is discovered, the bank will make the adjustment, complete the deposit and notify the designated representative.

Data Equipment Compatibility:
Digital banking for FSCB is compatible with Quickbooks and Quicken.

Additional Products and Services

City of Boonville

1. **Cash Management – ACH, Wires, and Digital Banking User Management**

FSCB's Cash Management services allow you to view your transactions online, make transfers between accounts, provide direct deposit of payroll for employees, make federal tax payments online, send and collect payments via ACH, and make wire payments/transfers. In addition, you can set up each online banking user with his/her set of access permissions.

2. **Merchant Services**

First State Community Bank offers in-house merchant processing with local support to help allow the City of Boonville to accept debit and credit card transactions through online sites, in-person, invoices, and other integration options with your software systems.

There are additional agreements required and fees with this service, as well as the purchase of processing terminals, whether desktop (concession stand, ticket sales), mobile card readers, or wireless (fundraisers). FSCB will provide temporary use mobile card readers upon City of Boonville requests for special events.

3. **Positive Pay – Checks and ACH**

Positive Pay is a service to deter check and ACH 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 or electronic transactions. Exception items (items not matching uploaded information) must be viewed and worked by 11:00 am CST daily.

4. **Remote Deposit Capture**

Remote Deposit Capture allows you to image checks through either a scanner or mobile devices and then electronically transmit checks to the bank for deposit. Benefits include: accelerated clearings, reduced return item risk, improved availability of funds and reduced transportation cost. Cut-off time for same night posting is 5:00 pm CST. This service will retain images of checks for up to 2 years through an online site and will provide images up to 7 years, upon request. Reports can be custom built, saved and shared. Our platform can also assign checks and account numbers to customer profiles. This allows any future checks scanned in and deposited to be automatically read and assigned to their corresponding customer profile. Multiple departments, buildings, and/or offices can be added to track deposits by their respective location.

5. **Mobile Deposit**
First State Community Bank offers Mobile Deposit through its digital banking app. Mobile deposit does not require the purchase of a scanner, only access to your camera

6. **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 digital banking. You also have the added capability to have them sent to multiple parties if necessary.

7. **Credit Card**

Summary:

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

Fleet Card:

First State Community Bank's MasterCard Fleet Card helps to control spending at the vehicle and driver level with the ability to establish custom spending limits and restrictions, and track spending patterns such as grade of fuel, fueling frequency, and time of fueling or fuel location. Enjoy the flexibility of having driver or vehicle cards that are accepted at over 560,000 fuel and maintenance merchant locations.

Administrative Services:

1. Order cards via a secure online system on a 24 hour/7 day a week basis.
2. Configure the establishment of card groups with security block based on merchant and/or commodity type and set multiple dollar thresholds.
3. Allow for administration by City of Boonville personnel for modification and addition of user accounts through a secure online portal, including maintenance of individual card security blocks.
4. Set-up online security to inquire, run reports, and print statements for individual users, multiple users, specified groupings, or selected cards.
5. Provide the ability to reconcile statements online through a secure portal.
6. Establish multiple levels of access for authorized personnel.

7. All new card issues to retain current card expiration date (with the exception of cards with fraudulent/disputed transactions).
8. Online standard reports.
9. Dashboard reporting for management analysis and auditing purposes.

Customer Service:

With our program, you will receive personalized service and hometown convenience by doing business with your community bank. All customer service is provided by the FSCB credit card department during business hours. After business hours, you will be directed to a 24-hour help desk.

On-Line Banking Services:

eZCard:

eZCard is a free website cardholders can access to view statements, transaction history, and set personal text alerts. eZCard is a great tool for individuals to use when reviewing transactions, managing receipts, and completing monthly expense reports.

eZBusiness:

The eZBusiness Card Management Tool is a powerful credit card administration tool which allows company and program administrators of commercial card accounts to manage their cardholder accounts.

This program allows administrative users to perform a variety of tasks, including the following:

- View corporation and company hierarchies and hierarchy sublevel information
- View a list of commercial credit card accounts within a company
- Search for, view, and download information about a specific commercial credit card account
- Search for, view, and download account transaction information
- Dispute cardholder transactions
- Manage cardholder's eZCard accounts
- Emulate a cardholder
- Set up payment accounts and make payments toward an account
- View financial details about a company
- View processing details about a company
- Manage online service requests, including:
    - Add new cardholders to an account
    - Change the credit limit for an account (temporary or permanent)
    - Change address/phone number
    - Close an account

- Request replacement cards for individual cardholders
- Temporary authorization block

Data Equipment Compatibility:

Credit Card Online Banking (eZCard and eZBusiness) for FSCB is compatible with Quickbooks and Quicken. Reports are available in the following formats: Excel (.csv), Text (tab spacing), Quicken 98/MSMoney (QIF), Quicken (QFX), and Quickbooks (QBO).

Fraud Monitoring:

FSCB uses Falcon to monitor potential fraudulent transactions in real-time. In the event that a transaction has been flagged as fraudulent/suspicious, Falcon will attempt to verify the validity of the transaction with the cardholder. Falcon's attempt to confirm the transaction will be first by text, next by phone call, and lastly by email. If they are unsuccessful in reaching the cardholder, the card will be temporarily blocked and FSCB will be notified so that we can reach out to you to verify the transaction and unblock the card.

Rebate Offers:

With a FSCB Purchasing Card, you will earn Cash Rebates based on annual spend of qualified purchases. A qualified purchase is one made by and for a business/entity or for a business purpose. Balance transfers, cash advances, interest and fee charges, and unauthorized/fraudulent transactions do not earn Cash Rebates.

8. 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.

9. Municipal/Agency Financing

First State Community Bank's Municipal/Governmental Lending Team provides appealing financing solutions tailored specifically for municipalities, agencies, school districts, fire protection districts, public sewer and water authorities, libraries, and more. We are ready to discuss your unique requirements, which may include various types of assets such as:

- Equipment (Vehicles, Electronics, Infrastructure, Energy Improvements, etc.)
- Real Estate (Land Acquisition, Government Building Construction / Renovation, etc.)

First State Community Bank ("FSCB") is offering select banking products and services consistent with 17 CFR § 240.15Ba1-1(d)(3)(iii). FSCB is not, and does not intend to become, registered with any regulatory authority as a municipal advisor. FSCB is acting for its own interests and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to any municipal entity. FSCB expects that the municipal entity will discuss any information and material contained in this communication with all appropriate internal and external advisors before acting on this information or material.

For any additional financing needs, please feel free to contact the Municipal Financing Manager to help find a financing solution that meets your particular needs.

10. First State Insurance Agency –

FSIA has access to many markets and works with a variety of highly rated carriers, including Allied/Nationwide, Missouri Employers, Hartford, Travelers and Missouri Employers Mutual. They can write almost anything for almost anyone, and they strive to fulfill their individual clients' requests. Offerings include but are not limited to:

- Homeowners, Personal Auto, Life, Recreational Vehicle
- Commercial General Liability, Auto, Umbrella
- Professional Liability
- Employee Benefits, Group Health Insurance
- Workers' Compensation

11. **Implementation Process**
FSCB would enjoy working with the members of the City of Boonville. We will ensure all accounts would function in the manner requested by the City of Boonville and offer any additional training, products or services that the City of Boonville choose to utilize (i.e. remote deposit capture, positive pay) by next fiscal year of December 1, 2025. We will prepare all required documents and transport them to the City of Boonville for necessary signatures.

Additionally, we will assist in the process of transferring all ACH debits/credits to the new account numbers. FSCB has extensive experience in working with public fund entities and we pride ourselves in keeping these relationships long-term.

Staff involved in the transition would include:

Boonville Branch Location – 660-882-6642
Drew Smith, Market President, dsmith@fscb.com
Corry Field, SVP Commercial Lender, cfield@fscb.com
Ed Elsea, Regional Operations Assistant, eelsea@fscb.com
Kimberly Ponder, EVP Regional Retail Leader, kponder@fscb.com

Farmington Contacts – 573-756-4547
Garett Boatright – Business Services Specialist, gboatright@fscb.com
Dakota Seabourne – Business Support Specialist, dseabourne@fscb.com
Heather Feltz – Public Fund & Investment Coordinator, hfeltz@fscb.com
Colby Yordy – Merchant Services Specialist, cyordy@fscb.com
Adam Giuliani – IT Network General Manager, agiuliani@fscb.com
Janet Jansen – Municipal Services Manager, jjansen@fscb.com

Public Fund References

City of Boonville

Arcadia Valley School District
520 Park Drive
Ironton, MO 63650
Contact Name: Brian Beard
Title: Superintendent
E-Mail: bbeard@avr2.org
Phone: 573-546-9700
Length of Contract: Since 1983

City of DeSoto
17 Boyd Street
DeSoto, Mo 63020
Contact Name: Todd Melkus
Title: City Manager
Phone: (636) 586-3326
Length of Contract: Since 2015

City of Farmington
110 W. Columbia Street
Farmington, Mo
Contact Name: Greg Beavers
Title: City Administrator
E-Mail: gbeavers@farmington-mo.gov
Phone: (573) 756-1701
Length of Contract: Since 1996

DeSoto School District
601 Vineland School Road
DeSoto, Mo 63020
Contact Name: Ronald E Farrow II
Title: Superintendent
E-Mail: farrow.ronald@desoto.k12.mo.us
Phone: (636) 586-1000
Length of Contract: Since 2004

Farmington School District
1022 Ste. Genevieve Avenue
Farmington, MO 63640
Contact Name: Crystal Hutson
Title: Director of Business Services
Phone: 573-701-1300
Length of Contract: Since 2006

Franklin County
400 E. Locust
Union, MO 63084
Contact Name: Debbie Aholt
Title: County Treasurer
E-Mail: treasurer@franklinmo.net
Phone: (636) 583-6311
Length of Contract: Since 2013

Mineral Area College
5270 Flat River Road
Park Hills, MO 63601
Contact Name: Rick Jenkins
Title: Executive Director of Finance
E-Mail: rjenkins@MineralArea.edu
Phone: 573-518-3800
Length of Contract: Since 2004

North County School District
300 Berry Road
Bonne Terre, MO 63628
Contact Name: David Schoenbeck
Title: Director of Business Services
Phone: 573-358-2247
Length of Contract: Since 2010

Perry County School District
326 College Street
Perryville, MO 63775
Contact Name: Lacey O'Keefe
Title: District Accounting/Board Treasurer
E-Mail: lokeefe@perryville.k12.mo.us
Phone: 573-547-7500
Length of Contract: Since 2000

Potosi School District
400 North Mine Street
Potosi, MO 63664
Contact Name: Tyla Blair
Title: Business Manager
Phone: 573-438-5485
Length of Contract: Since 2004

Public Fund References

City of Boonville
401 Main Street
Boonville, MO 65233
Contact: Kathryn Fjell
Title: City Administrator
Phone: (660) 882-2332
Length of Contract: Since 2014

Boonville R-1 School District
736 Main Street
Boonville, MO 65233
Contact Name: Laura Grathwohl
Title: Bookkeeper
Email: lgrathwohl@bpsk12.net
Phone: (660) 882-7474
Length of Contract: Since 2016

**Additional References Available Upon Request*

BOONVILLE
CITY HALL

Request for Proposals

July 1, 2025

Due: August 4, 2025 at 2:00 p.m.

Return To: City of Boonville
c/o City Clerk
401 Main Street
Boonville, MO 65233

Overview:
The City of Boonville, Missouri is soliciting competitive sealed proposals from full-service financial institutions that are Federal of State of Missouri chartered and have headquarters or a Main office in Missouri and a branch in Boonville for operating banking services.

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.

Sealed original proposals with one (1) hard copy and one (1) electronic copy (to be emailed to the City Clerk after the bid opening) shall be submitted to City Hall no later than 2:00 p.m. on August 4, 2025.

Inquiries and Clarifications:
All requests and questions regarding this proposal should be made no later than 2:00 p.m. on July 28,2025, to the City Administrator.

Schedule of Activities:
RFP Submittal: Due 2:00 p.m. on August 4, 2025
Discussion at Council: August 18, 2025
First Reading of Ordinance: September 2, 2025
Second Reading of Ordinance: September 15, 2025
Transition to financial institution: November 1, 2025

A. **General Background:**
The City of Boonville intends to place its operating banking services for competitive bid within the City's financial community. It is the intent to award a four-year contract for operating banking services with the option of the City to extend the contract for up to two (2) additional years. The effective date for this agreement will be November 1, 2025. The City encourages all prospective financial institution representatives to examine the RFP carefully. Qualified financial institutions are requested to submit proposals to provide services as defined in this RFP and comply with the City's Investment Policy.

B. Account Structure:

The City utilizes four (4) separate accounts, however there is one main operating account with the depository. Following is a brief description of each account and their respective volume.

1. **General Fund Account (Primary Operating Account)**
   The City's operating account contains a variety of activities including payroll, accounts payable, and daily deposit transactions. It will be subject to checking. The City's balance in the main operating account ranged from $3,000,000 to $5,000,000. 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.

2. **Soccer Field Account**
   The Soccer Field Account is only used for receiving rentals from Missouri Soccer Park. Currently there are no expenses charged to this account.

3. **Guaranteed Deposit Account**
   Deposits made into this account are from new customer water deposits. There are minimal checks coming out of this account.

4. **Health Insurance Account**
   The City of Boonville is self-funded for health insurance and maintains a health insurance account utilized to pay monthly premiums monthly. There is a transfer to this account as a part of payroll.

All accounts are reconciled monthly. An additional account may be required during the contract period.

The General Fund, Guaranteed Deposit, and Health Insurance Accounts are all interest-bearing accounts.

Upon a successful bid, BTC Bank will open accounts as instructed in section B at the direction from the City of Boonville.

C. 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 Cody 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.

Deposits up to $250,000 are secured by the Federal Deposit Insurance Corporation (FDIC). Additional deposits will be secured by US Government Agencies, Missouri Municipals, or Federal Home Loan Bank Letters of Credit. Securities are pledged at 100% of the amount on deposit less FDIC coverage. BTC Bank is a member of the IntraFi Network Deposits program which allows the bank to place deposits within our network to achieve 100% FDIC coverage without the need for additional pledging. Deposits held through the IntraFi Network are reciprocal, thus ensuring that the balance of the city deposits will stay local.

D. <u>Deposits:</u>

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.

BTC Bank is a full service bank located at 2302 Main Street, Boonville, Missouri 65233.

E. <u>Loans:</u>

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.

BTC Bank will comply with this stipulation.

F. <u>Investments:</u>

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.

BTC Bank will comply with this stipulation.

G. <u>Enrollment in the Federal Work Authorization Program (E-Verify):</u>

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

H. Automated Account Reconciliation:

The City requires information provided electronically to reconcile its accounts, including a cleared check report. Information is expected within three (3) business days of month-end. Responding financial institutions should describe their system! and how stale dated checks will be handled.

BTC Bank will comply with this stipulation.

I. Positive Pay:

The City uses positive pay for all accounts. Please describe in detail how your process works, how notifications occur, and the cost, if applicable.

BTC Bank does offer Positive Pay. All items are worked through our online banking Treasury Management portal.

J. Additional Services and Supplies:

1. 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. There may be a seasonal summer increase in activities.

   BTC Bank will accept the deposits listed in section a. BTC Bank will also offer Remote Deposit Capture to the city at no cost. This will allow the City to complete check transactions from their office without having to bring the deposit to the bank. Cash will still be handled at the bank.

2. 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 monthly. The City is responsible for purchasing and printing all Accounts Payable checks.

   BTC Bank will purchase deposit books for the City of Boonville. The bank will also reimburse the City up to $1,000.00 annually for the checks purchased from another vendor.

3. 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).

   BTC Bank will purchase the checks listed above at no cost to the City.

4. The City allows water customers to pay by automatic withdrawal in the form of three ACH's a month. The average number of monthly customers is 600.

   BTC Bank will assist in processing ACH files at no cost to the City.

5. 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.

   BTC Bank will assist in processing ACH files at no cost to the City.

6. The City uses credit cards to manage employee expenses for travel and

many other purchases. Please describe your financial institution's procurement card/credit card program options, including associated costs.

BTC Bank's new Credit Card program that is managed at the bank is in its initial offering. The program will allow for procurement cards and management of the program directly by the City.

7. Currently, the City does wire transfers periodically.

   BTC Bank will assist in processing wire transfers at no cost to the City.

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

   BTC Bank will comply with Federal Withholding Taxes, EFTPS and/or ACH as processed by the city.

9. Coin wrappers.

   BTC Bank will provide coin wrappers to the City at no cost.

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

    BTC Bank will provide the requested deposit bags to the City at no cost.

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

    BTC Bank will provide official bank checks to the City at no cost.

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

    BTC Bank will not charge the City for STOP payment requests.

13. 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 within a few days after the last day of the month. The City is requiring that the bank statements be on a calendar month basis through the last day of the month.

    BTC Bank will comply with this request.

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

    BTC Bank will comply with this request.

15. 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.

    BTC Bank will comply with this request.

16. City may consider processing credit card payments and deposits.

    BTC Bank will comply with this request.

17. 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.

    BTC Bank has a full Treasury Management suite that will allow the city to set up capabilities and features to each specific online user.

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

    Curtis Carter, BTC Bank Market President and Susan Lenz, BTC Bank Vice President will be the dedicated local contacts for the City of Boonville's inquiries or questions.

19. Safekeeping of securities.

    BTC Bank will provide a report of pledged securities to the City on a monthly basis.

20. Have the capacity of providing all "required services". No joint ventures, consortiums, or contract service providers are acceptable.

    BTC Bank is the owner of all products and services that have been offered in this request.

K. <u>Financial Status:</u> 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.

BTC Bank will provide data as requested by the City upon subsequent evaluation of this bid.

L. <u>RFP Submission</u>

For the proposal to be considered, it must address each item in the RFP. Additionally, for all interest-bearing accounts, the interest rate paid to the City should be included.

1. Acknowledgement of:
    - Willingness to enter into collateral security agreement pledging security in <u>excess</u> of insurance coverage.
      BTC Bank is willing to enter a collateral security agreement with the City of Boonville.
    - Willingness to enter depository agreement.
      BTC Bank is willing to enter into a depository agreement with the City.
    - Pledging in excess of insurance coverage; copy of Collateral Security Agreement.
      A draft copy of the Collateral Security Agreement is included in this bid.
    - Loans.
      BTC Bank will loan funds to the City at their request and application. Interest rates for the loans may be obtained at the time the City wishes to borrow funds

- Items in each section of this RFP should be addressed or explained in the submittal. Any fees associated with the items should also be included in the response.

  All items have been addressed in each section. Please inquire at BTC Bank, 400 Main St, Boonville, MO 65233, for additional account questions.

2. Interest rates paid to the City with the computational methods used to calculate and a source citation for reference.

   BTC Bank will open an Interest Bearing account(s) for the City. The interest rate on the account(s) will be calculated as the 91 day t-bill rate as posted on the last business day of the month and effective the first of the following month. The current rate is 4.29% Annual Percentage Yield for month of August 2025. Interest rate ceiling is 4.50% Annual Percentage Yield and Interest Rate Floor is 1.00% APY. **Balance Computation Method.** BTC Bank uses the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. **Compounding and Crediting.** Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before the interest is credited, you will receive the accrued interest. **Accrual on Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (for example, checks). There will be no minimum balance requirements on the City's accounts.

3. Alternative or exceptions.

M. PROPOSAL STIPULATION REQUIREMENTS –RFP FORM:

The following stipulation requirements are being requested in this Banking Services RFP:

1. A financial institution must bid on all Required Service, but any financial institution can bid on any one or all the Optional Banking Services.
2. The proposal should not be expensive or extravagant. It should be simple and easily understood. Proposals must be submitted in the format provided in this RFP. Supporting material must be provided.
3. A duly authorized official of the financial institution must sign the proposal.
4. The following financial institution profile data is required:
   a. The 2024 year-end financial statements or most recent 12-month ending period. If the financial institution is owned by a holding company, submit financial statements for both the financial institution and the holding company.
   Financial End of Year Statement is attached.
   b. Identify the three largest owners of your financial institution.
   BTC Bank is a privately held corporation.
   c. Describe how the City would rank relative to other customers of the financial institution in relationship to size, complexity of service, availability, and expertise of financial institution personnel, etc.
   BTC Bank serves many public service accounts in our region.

5. Each response should include resumes of key management and staff members to be assigned to the account. The City prefers to have one key liaison to work with.
   Curtis Carter, BTC Bank Market President and Susan Lenz, BTC Bank Vice President will be the dedicated local contacts for the City of Boonville's inquiries or questions.

6. Provide information regarding your community reinvestment and community involvement within the City of Boonville in the last three years.
   BTC Bank prides ourselves on our local involvement in all of the communities of which we serve. We are members of local clubs, volunteers and trusted faces in our cities. We are also proud contributors to our schools, local libraries and causes that matter to all of our employees and community members.

7. Provide a list of three customers of similar size and complexity to the City's requirements (especially other municipalities), including contact names, addresses, phone numbers, and e-mail addresses for references.
   Upon final consideration, BTC Bank will set a meeting with the above requested representatives of similar entities.
8. All contract form(s) required to provide services proposed in this RFP must be submitted as part of the proposal, including a proposed Banking Contract and Security Agreement.
   BTC Bank will work with the City upon final consideration of the BTC Bank Bid.

9. Provide information describing security precautions that will be utilized to protect City funds and information.
   BTC Bank follows all requirements and regulations as member of the FDIC and charted bank in the State of Missouri.
10. Attach a copy of your financial institution's statement of equal opportunity employment

practices.

BTC Bank is an equal opportunity employer.

11. Acknowledge compliance with the City's Investment Policy (Exhibit A).
BTC Bank will comply with the Investment Policy of the City.

12. METHOD OF COMPENSATION: 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.
BTC Bank has bid the City of Boonville accounts as interest bearing with no service charges.

Financial Institution: BTC Bank

Address: 3606 Miller Street

Bethany, MO 64424

Telephone: 660-425-7285

Executive Officer: Douglas Fish

Representative for County to Contact: Curtis Carter, Susan Lenz, Boonville Branch

Dated this 4th **day of** August**, 2025**

____
Signature of Bank Official

Curtis Carter, Market President, Regional Senior Lender

Southern BANK

Request for Proposal
for
City of Boonville

August 4, 2025

Mary Roser, Branch Retail Manager
400 E Spring Street
Boonville, MO 65233
Phone: 855-452-7272

August 4, 2025

City of Boonville
401 Main Street
Boonville, MO 65233

Southern Bank appreciates the opportunity to provide this proposal and build upon this relationship by serving as the depository of the City of Boonville (the City). Below, you will find a proposal indicating that Southern Bank can provide a competitive earnings rate and meet all expectations for security, exceptional customer service, and technology. We have prepared this **Letter of Transmittal** as an overview of Southern Bank's ability and desire to meet the City's expectations and requirements of this renewal. This agreement will begin on November 1st, 2025, and will have a term of 4 years ending on October 31st, 2029, with an optional 2-year extension. The optional 2-year extension(s) will require renegotiation of rate at that time.

Executive Summary

Prior Banking Experience, Organization, Size and Structure of Firm

Southern Bank is a state-chartered commercial bank, headquartered at 2991 Oak Grove Road in Poplar Bluff, Missouri. Southern Bank is a wholly owned subsidiary of Southern Missouri Bancorp, Inc. which trades under the symbol "SMBC" on the NASDAQ Global Market. Founded in 1887, the Bank has 138 years of experience and on June 30, 2025, reported total assets of $4.9 billion. We operate 65 locations in Missouri, Arkansas, Kansas, and Illinois and are committed to the success of our region, including the Boonville community. We appreciate the service provided to our local area by its city and county government, school districts, colleges, and universities.

Southern Bank is a well-capitalized financial institution experienced in providing banking services to city, county, and other governmental units, including school districts and colleges. We continue to invest in technology to serve our customers with the best available solutions for their banking needs. We are confident that our services, including our cash management, will meet and exceed your expectations, while our local branches are always available to answer any questions, and resolve any issues.

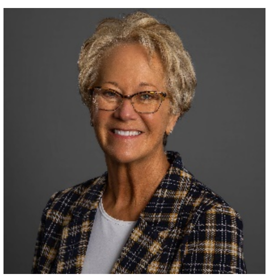
Southern Bank has extensive experience in managing public funds including counties, municipalities, and schools. Examples we act as primary depository for include City of St. Joseph, Livingston County, City of Maryville, City of Trenton, North Central Missouri College, Consolidated Public Water Supply, Cooper County Criminal Division, and Cooper County Sheriff's Department.

Qualifications of Staff

Our Southern Bank team in Boonville is committed to assist the City in any way possible. We have a strong partnership among our retail and lending teams so that we deliver the highest quality of service to our customers and community. Our Personal Bankers are well trained to continue assisting with the City's questions and concerns. The following individuals are also available.

Mary Roser- Branch Retail Manager- 816-477-3545

I will be your primary contact for any questions and issues. I have 18 years of banking experience and am currently the Branch Retail Manager of the branch at Boonville. Please feel free to reach out to me anytime.



Anita Bearce- Market Retail Manager- 816-459-4013

Anita Bearce is our Market Retail Manager has 42 years with the bank and serves over retail for Northwest Region, which includes Smithville, Leawood, Kearney, Kansas City, and Boonville. Please feel free to contact her anytime.

Understanding the Work

Southern Bank has many years of experience serving as depository for municipalities, public units, City, and County governments, and school districts, including colleges and universities. We can, with confidence, meet the legal requirements applicable to continue to serve as the City's financial depository. Along with being able to complete the City's transactions timely and accurately, we will deliver the highest level of customer service expected of our customers.

General Conditions – All accepted and approved

A. <u>General Background:</u>

The City of Boonville intends to place its operating banking services for competitive bid within the City's financial community. It is the intent to award a four-year contract for operating banking services with the option of the City to extend the contract for up to two (2) additional years. The effective date for this agreement will be November 1, 2025. The City encourages all prospective financial institution representatives to examine the RFP carefully. Qualified financial institutions are requested to submit proposals to provide services as defined in this RFP and comply with the City's Investment Policy. **Confirmed and acknowledged.**

B. Account Structure:

The City utilizes four (4) separate accounts, however there is one main operating account with the depository. Following is a brief description of each account and their respective volume. **Confirmed and acknowledged**

1. **General Fund Account (Primary Operating Account)**
   The City's operating account contains a variety of activities including payroll, accounts payable, and daily deposit transactions. It will be subject to checking. The City's balance in the main operating account ranged from $3,000,000 to $5,000,000. 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. **Confirmed and acknowledged, Southern Bank would ask the City to have a minimum of $2,000,000.00**

2. **Soccer Field Account**
   The Soccer Field Account is only used for receiving rentals from Missouri Soccer Park. Currently there are no expenses charged to this account. **Confirmed and acknowledged**

3. **Guaranteed Deposit Account**
   Deposits made into this account are from new customer water deposits. There are minimal checks coming out of this account. **Confirmed and acknowledged**

4. **Health Insurance Account**
   The City of Boonville is self-funded for health insurance and maintains a health insurance account utilized to pay monthly premiums monthly. There is a transfer to this account as a part of payroll. **Confirmed and acknowledged**

All accounts are currently reconciled monthly. An additional account may be required during the contract period. **Confirmed and acknowledged**

The General Fund, Guaranteed Deposit, and Health Insurance Accounts are all interest- bearing accounts. **Confirmed and acknowledged**

C. 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. **Confirmed and acknowledged, please see attached.**

D 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. **Confirmed and acknowledged**

E. 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. **Confirmed and acknowledged, Southern Bank requests to be a participant in short term loan opportunities. Rate structure will be provided at the time of the request, based on current market conditions. This is not a commitment. Loans will be granted based upon Southern Bank's standard credit approval guidelines.**

F 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. **Confirmed and acknowledged.**

G. Enrollment in the Federal Work Authorization Program (E-Verify):

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services. **Confirmed and acknowledged, please see attached.**

H. Automated Account Reconciliation:

The City requires information provided electronically to reconcile its accounts, including a cleared check report. Information is expected within three (3) business days of month-end. Responding financial institutions should describe their systems and how stale dated checks will be handled. **Confirmed and acknowledged**

I. Positive Pay:

The City uses positive pay for all accounts. Please describe in detail how your process works, how notifications occur, and the cost, if applicable. **Confirmed and acknowledged. Southern Bank provides robust Positive Pay fraud protection for all eligible checking accounts. This service is designed to safeguard the City's disbursement accounts against unauthorized or altered checks and to provide automated verification and timely notification of exceptions. As checks are presented for payment, Southern Bank's Positive Pay system automatically compares each presented item to the City's issued-check file. If the check matches all criteria, it is paid. If the check does not match, it becomes an exception item and is flagged for review.**

J. Additional Services and Supplies:

1. 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. There may be a seasonal summer increase in activities. **Confirmed and acknowledged**
2. 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 monthly. The City is responsible for purchasing and printing all Accounts Payable checks. **Confirmed and acknowledged**
3. Imprinted checks for all minor checking accounts (less than I0), including checks for various grant programs, in format designated by the City (utilize less than 25 per year each). **Confirmed and acknowledged**
4. The City allows water customers to pay by automatic withdrawal in the form of three ACHs a month. The average number of monthly customers is 600. **Confirmed and acknowledged**
5. 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 the peak season. **Confirmed and acknowledged**
6. The City uses credit cards to manage employee expenses for travel and many other purchases. Please describe your financial institution's procurement card/credit card program options, including associated costs. **Confirmed and acknowledged, please see attached bid from ELAN.**

7. Currently, the City does wire transfers periodically. **Confirmed and acknowledged**

8. Depository for Federal Withholding Taxes with the full use of EFTPS and/or ACH. **Confirmed and acknowledged**

9. Coin wrappers. **Confirmed and acknowledged**

10. Locked deposit bags. 3 will be needed only during peak season with the pool. **Confirmed and acknowledged**

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

12. Stop payment orders may be a necessity on occasion. The average is less than 5 a year. **Confirmed and acknowledged**

13. 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 within few days after the last day of the month. The City is requiring that the bank statements be on a calendar month basis through the last day of the month. **Confirmed and acknowledged**

14. A 24-hour minimum time period from the time of notification of insufficient funds checks to cover the operating account. **Confirmed and acknowledged**

15. 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. **Confirmed and acknowledged**

16. City may consider processing credit card payments and deposits. **Confirmed and acknowledged, Southern Bank utilizes Clover for processing credit card payments.**

17. 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. **Confirmed and acknowledged**

18. A single contact person shall be designated to manage all inquiries and questions or concerns the City may have. **Confirmed and acknowledged, the City's primary contact will be Mary Roser.**

19. Safekeeping of securities. **Confirmed and acknowledged**

20. Have the capacity of providing all "required services". No joint ventures, consortiums, or contract service providers are acceptable. **Confirmed and acknowledged**

K. 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. **Confirmed and acknowledged**

L. RFP Submission

For the proposal to be considered, it must address each item in the RFP. Additionally, for all interest-bearing accounts, the interest rate paid to the City should be included. **Confirmed and acknowledged**

1. Acknowledgement of:
- Willingness to enter into collateral security agreement pledging security in excess of insurance coverage. **Confirmed and acknowledged**
- Willingness to enter depository agreement. **Confirmed and acknowledged**
- Pledging in excess of insurance coverage; copy of Collateral Security Agreement. **Confirmed and acknowledged**
- Loans. **Confirmed and acknowledged**
- Items in each section of this RFP should be addressed or explained in the submittal. Any fees associated with the items should also be included in the response. **Confirmed and acknowledged**

2. Interest rates paid to City with the computational methods used to calculate and a source citation for reference. **Confirmed and acknowledged, Please see Interest Earnings on page 11.**

3. Alternative or exceptions. **Confirmed and acknowledged, none at this time.**

M. PROPOSAL STIPULATION REQUIREMENTS RFP FORM:

The following stipulation requirements are being requested in this Banking Services RFP:

1. A financial institution must bid on all Required Services, but any financial institution can bid on any one or all the Optional Banking Services. **Confirmed and acknowledged, Southern Bank would like to bid on all services.**

2. The proposal should not be expensive or extravagant. It should be simple and easily understood. Proposals must be submitted in the format provided in this RFP. Supporting material must be provided. **Confirmed and acknowledged**

3. A duly authorized official of the financial institution must sign the proposal. **Confirmed and acknowledged**

4. The following financial institution profile data is required:
    - **a.** The 2024 year-end financial statements or most recent 12-month ending period. If the financial institution is owned by a holding company, submit financial statements for both the financial institution and the holding company. **Confirmed and acknowledged, please see attached.**
    - **b.** Identify the three largest owners of your financial institution. **Southern Bank is a publicly traded holding company, Southern Missouri Bancorp, Inc.**
    - **c.** Describe how the City would rank relative to other customers of the financial institution in relationship to size, complexity of service, availability, and expertise of financial institution personnel, etc. **Southern bank has 138 years of experience and is dedicated to city, county, school districts, colleges and universities that it services. The bank has a multitude of services and the experience necessary to complete the City's financial objectives. Southern Bank prides itself on customer service and the speed and efficiency to solve problems quick and effectively.**

5. Each response should include resumes of key management and staff members to be assigned to the account. The City prefers to have one key liaison to work with. **Mary Roser, Branch Retail Manager will be your key liaison. Resumes are attached.**

6. Provide information regarding your community reinvestment and community involvement within the City of Boonville in the last three years. **Southern Bank has contributed to a variety of various events in the Boonville community. Heritage Days, Holiday Market, Cooper County Fair, Boonville Farmer's Market and Chamber of Commerce. Mary Roser is the current President of the Boonville Farmer's Market; Mary is an ambassador for the Chamber of Commerce and is a Finance Committee member for 1st Baptist Church. Please see Community Involvement on page 12.**

7. Provide a list of three customers of similar size and complexity to the City's requirements (especially other municipalities), including contact names, addresses, phone numbers, and e-mail addresses for references. **North Central Missouri College- Barbara Alden- 660-359-3948- balden@mail.ncmissouri.edu-20 years 1301 Main St,**

Trenton, MO 64683. City of Trenton-Ronald Urton and Cynthia Simpson-660-359-2281-rurton@trentonmo.com-12 years-1100 Main St, Trenton, MO 64683. City of Maryville-Cheyenne Murphy- 660-562-8008-cmurphy@maryvillemo.gov- 24 years- 415 N Market Street, Maryville, MO

8. All contract form(s) required to provide services proposed in this RFP must be submitted as part of the proposal, including a proposed Banking Contract and Security Agreement. **Confirmed and acknowledged, please see attached. Southern Bank's disaster recovery and back infrastructure ensures uninterrupted access to cash, securities and essential information for the City at all times. With real-time system redundancy, secure offsite date replication, and 24/7 emergency support, the City can rely on uninterrupted service even during severe disruptions.**

9. Provide information describing security precautions that will be utilized to protect City funds and information. **Southern Bank is committed to safeguarding the City's financial assets and confidential information through a comprehensive set of physical, digital, and procedural controls. All City deposits in excess of FDIC insurance limits will be fully collateralized in compliance with Missouri Revised Statutes §110.010–§110.030. We pledge eligible securities (e.g., U.S. Treasuries, agency bonds) held at an independent third-party custodian (Midwest Independent Bankers Bank of Jefferson City) or the bank may utilize Insured Cash Sweep (ICS) with IntraFi. Daily monitoring and margining ensure compliance with required collateral levels.**

10. Attach a copy of your financial institution's statement of equal opportunity employment practices. **Confirmed and acknowledged, please see attached.**

11. Acknowledge compliance with the City's Investment Policy (Exhibit A). **Confirmed and acknowledged. If the City chooses to seek other proposals for non-deposit investments, Southern Bank offers fiduciary institutional trust and investment management through Southern Wealth. Southern Wealth has extensive relationships and experience administering assets for public and academic institutions within the state of Missouri and ensures that a carefully crafted investment policy is developed and implemented in accordance with all applicable state laws, policies and regulations. As fiduciary, Southern Wealth recommends no proprietary investment products and selects sub-advisors appropriate to the client need. For institutional relationships, we will select an investment sub-advisor that specializes in public and institutional asset management.**

12. METHOD OF COMPENSATION: 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. **Confirmed and acknowledged, please see Banking Services and Interest Earnings, pages 9-11.**

Banking Services

Southern Bank will be able to provide all the accounts necessary to allow the City to best manage their funds. In addition to the commercial accounts, we can continue to assist you further with our cash management services. These enhanced services to the City will allow you more flexibility with access to information you may need. We have a Treasury Management representative that can assist with set up, maintenance and answer any questions you may have. Their direct phone number is 573-778-1990.

Secure Cash Management/Internet Banking includes the following services:

- **ACH Credit Origination**: allowing the City to make direct deposits into other accounts, which is useful if you want to offer direct paycheck deposits to your employees (Direct Deposit).
- **ACH Debit Origination**: allowing the City to make direct withdrawals from other accounts, which is useful if you want to offer users the convenience of paying bills automatically (Auto Debit or Direct Payment).
- **Balance Reporting**: allowing the City to create balance reports on individual accounts or any combination of accounts, which can be created for the current day, for a prior day, or for the current and the prior day.
- **Account Transfers**: allowing the City to make account-to-account transfers within Southern Bank to manage your cash flow.
- **Check Reconciliation (Positive Pay)**: allowing the City to monitor checks clearing your account(s) to prevent check fraud.
- **EFTPS**: allowing the City to pay federal taxes by direct deposit.
- **NACHA Import**: allowing the City to import NACHA-formatted files that include both credit and debit items.
- **Secure File Transfer**: allowing the City to send an encrypted file of sensitive information to Southern Bank via encrypted email.
- **Wire Transfers Requests**: allowing the City to send wire transfer requests directly to Southern Bank, selecting an Online Banking account that will be debited for the transaction.
- **Fraud Prevention Tools**
  - Check Positive Pay
  - Payee Positive Pay
  - ACH Blocks and Filters
  - ACH Addenda Reporting
  - Alert Notifications
- **Remote Deposit Capture**: allowing the City to deposit checks day or night directly from

your office, reducing the need for frequent trips to the bank.

For The City of Boonville- We can offer the following to the employees:

- Free Southern Basic Account, which includes:
    - Free Online and Mobile Banking
    - Mastercard Debit card with benefits
    - Access to Card Center
    - Bill Pay
    - Send money through Zelle
    - Digital Wallet (Apple, Samsung, Google)

Cost of Services

Southern Bank proposes to serve as the City's depository with no charges for account maintenance or statement delivery, activity charges (debits, credits, deposited items), access to our internet banking and commercial cash management program, positive pay, cashier's checks, money orders, wire transfers, normal ACH debit and credit processing, safe deposit box, stop payments, checks and deposit tickets, and deposit bags based on balances of $2 million to be held with Southern Bank. Special service requests outside of the normal daily activity processing may have a charge.

Southern Bank requests to be a participant in short term loan opportunities. Rate structure will be provided at the time of the request, based on current market conditions. This is not a commitment. Loans will be granted based upon Southern Bank's standard credit approval guidelines.

Interest Earnings

Additionally, Southern Bank would like to provide the City with the below options for earnings on funds held in Southern Bank accounts: A variable rate option utilizing the 91-day Treasury bill to include a floor and ceiling. The floating rate provides the opportunity for the City to see increased earnings if rates continue to move higher over the term of our agreement. The fixed rate option provides the City with the opportunity to maximize earnings on balances immediately. Also, we can also offer additional investment options for long term funds and employee benefits.

- **Variable Earnings Rate:** A variable earnings rate equal to **90% of 91-day (13 week) Treasury bill** will be paid on all accounts. The rate would be set on the first business day of each month using the yield on the 91-day Treasury bill (13 week) as published in the Wall Street Journal. As of July 1st, 2025, the 91-Day T-bill rate was 4.235% which would have yielded an earnings rate of **3.81%.**

- **Ceiling Rate:** We will provide a maximum rate paid of **5.00%.**

- **Floor Rate:** While your earnings rate as outlined above may increase, Southern Bank will also include a **floor-rate of 1.00%** so your interest-bearing accounts will not fall below this rate during the duration of this agreement.

Or

- **Fixed Earnings Rate:** A fixed earnings rate of **3.00%**

Security of Funds

Funds held on deposit at Southern Bank are insured by the FDIC up to $250,000 per depositor, and we will pledge investment securities as required under Missouri Code for balances in excess of that amount. Securities pledged will be held by our third-party safekeeping agent, the Midwest Independent Bankers Bank of Jefferson City, who will act only on instruction by you.

***Southern Bank, at its discretion, may also secure your deposits with the ICS Program:**

The Insured Cash Sweep (ICS)™ is provided by our partner, IntraFi Network LLC. Through 3,000 partner financial institutions nationwide, IntraFi provides the ability to maximize FDIC insurance coverage through the use of reciprocal deposit relationships. This arrangement is specifically authorized under Missouri Code and fully complies with Missouri and Federal law regarding security and collateralization of deposits.

While Southern Bank believes this reciprocal deposit arrangement is convenient for you, it's even better for the communities where we operate. When we are required to hold collateral for deposits, we purchase investment securities issued by government-sponsored enterprises such as Fannie Mae and Freddie Mac, which operate nationally. In effect, your deposits in the Boonville and surrounding markets, when collateralized by these types of securities, mostly leave our community. Because we operate as a community bank, we'd prefer to invest your deposits through loans in your community: securing your deposits using FDIC insurance maximized under the ICS™ program allows us to do that. The deposits you place through Southern Bank will be transferred to other financial institutions in Missouri and elsewhere, but they'll be exchanged on a reciprocal basis, meaning we receive back the same amount of deposits, which we can invest locally in home, business, construction, and development lending.

Community Involvement

Southern Bank is proud to be an active part in many of the communities within Boonville and the surrounding area. Currently, team members participate in financial education programs at local schools. We would be happy to offer educational finance classes to the City's employees. We have an ongoing relationship with the Chamber of Commerce, many of our team members are on boards and we sponsor and participate in not-for-profit fund-raising activities, school and school sporting events/team sponsorships, and many other events and activities within our community of Boonville. I am a Chamber Member. I am a Heritage Days Committee Member and Farmers Market Board Member. Southern Bank has provided donations to Boonville R-1 School District, SS Peter & Paul School District, Prairie Home School District, Black Water School District, Boonville Farmers Market, Neighbor Helping Neighbors Food Pantry, and Boonville R-1 Education Foundation. We have provided financial literacy classes to 6th, 7th, and 8th grade classes, Harman Village Assisted Living, and Bluff Creek Terrace Assisted Living. We have participated in open house, back to school for David Barton Middle School, Boonville High School, SS Peter & Paul School and Prairie Home School District.

Additional Information and Services

REMOTE DEPOSIT CAPTURE SERVICE

As an alternative to making deposits in person, Southern Bank recommends that the City use Remote Deposit Capture (RDC) to streamline your accounts receivable process. The remote deposit capture service provides a secure check environment, speeds your collection process, and delivers the most cost-effective approach to your daily deposit needs.

RDC will enable the City to make daily check deposits from your office. This process eliminates the need for periodic trips to the bank, lowering your expenses and reducing time spent preparing deposits. Using a desktop check scanner, RDC allows you to scan the checks, converting them to image-based technology for deposit. This technology provides an online storage solution for check images, eliminating the need to manage check copies in a manual, paper-based environment. Images can be transferred from the RDC system to another location on your desktop for long-term archive purposes. Deposits can be submitted up to 6:00 p.m. for same day ledger credit using RDC.

Additional advantages to this service include increased funds availability, earlier notification of returned items due to the expedited deposit process, and it eliminates deposit corrections, which enhances the reconciliation process. Item proofing, any required MICR repair and the final balancing of each file is managed by our processor, which allows you to complete your daily deposit process quickly and efficiently.

CHECK RECONCILIATION POSITIVE PAY SERVICE

Positive Pay is a highly effective tool in combating check fraud. It enables you to immediately review suspicious check activity on your accounts, providing an opportunity to appropriately refuse payment of an item. You begin with an upload of your issued check information in Southern Bank's online banking system. As checks are presented for payment, they are compared against this database. If there are items that do not match, you are able to view those exception items and quickly and easily make your pay or return decisions online.

We highly recommend that you consider utilizing the Positive Pay Service to protect your accounts.

PAYEE POSITIVE PAY

Payee Positive Pay will also inspect the check image presented and compare the payee's name provided on the issuance file with the payee on the check image. Any discrepancy flags the check as potentially fraudulent, prompting alerts to be sent to the account holder for further action of on-us checks presented to be cashed. This process significantly diminishes the risk of check fraud.

ONE CARD

The One Card from Elan Financial Services gives your organization unified processing, simplified management and maximized savings. Moreover, it provides access to the Visa® worldwide network with acceptance at millions of merchant locations and ATMs. Use of the One Card ensures your employees have access to goods, services, and cash around the globe — eliminating the need for more costly alternatives such as petty cash or cash advances. Additionally, detailed transaction data is captured on every purchase. The One Card can be fully integrated with your electronic expense reporting (EER) system, so you get valuable information to help you monitor spending and aid in vendor negotiations.

FRAUD PREVENTION- ACH ADDENDA REPORTING

An addenda record, often referred to as an ACH addenda record or a NACHA addenda record, is a type of ACH record that provides the supplemental data needed to identify an account holder or provide payment information to the receiver or RDFI. The information provided is as much as the sender included but is used often times for accounting purposes for billing information. In a sense, they're like memos or notes, providing supplementary information about specific payments. If you deal with hundreds or even thousands of ACH payments over the course of a standard month, using addenda records can be an effective way to stay on top of your payments.

FRAUD PREVENTION- ACH CREDIT/DEBIT POSITIVE PAY (BLOCKS AND FILTERS)

This service typically allows you to set up a list of approved vendors that are paid automatically, along with the option to add filters, such as expiration dates and caps on the amount of money that can be paid to a particular company. You can add vendors to your approved list before an initial transaction to make sure the payment goes through. Any transaction that fails to meet your parameters for payment will trigger an alert. You can then decide if you want to approve or deny the payment. This can go a long way toward preventing fraudulent transactions before they happen.

LOCKBOX

Lockbox payments are a way to help a business streamline the way it accepts money from customers and get access to the funds. A company sets up a special P.O. box to which their customer can send payments when it uses a lockbox service. If you are interested in this service, please note that this is a separate contract.

- A lockbox is a special P.O. box dedicated to collecting customers' payments.
- A bank collects the payments daily and makes deposits to the business.
- Once processed, the bank provides the business with a payment file along with access to a digital image file.

In most cases there is a PO Box to send payments. Those PO Boxes may be set up for a payment service so that the incoming checks can quickly be processed by a Lockbox service provider or financial institution and therefore, the business has access to the funds in much less time. Public Units currently utilizing this feature are City of St. Joseph and Livingston County Ambulance District.

PREPAID GIFT CARD

As a service to our business customers, we are partnering with a prepaid card vendor. Businesses can purchase bulk orders (25 minimum) of prepaid gift cards.

- Standard plastic options include season and occasion-based card designs.
- Business customers can purchase cards in any amount starting at $10 and up to $1,000.
- A custom message embossed on the card calling out the gifting occasion or recipient's name, as well as the card amount.

Summary

Southern Bank appreciates the opportunity to offer the City this proposal to serve the City as their primary depository. We are an experienced provider of banking services to local city, county, and districts and have the resources and technology that will continue to assist the City in its endeavors. Further, we will be able to partner with local departments within the City of Boonville.

Please feel free to contact me with any questions or concerns you may have regarding this bid.

We appreciate the City of Boonville being our partner and look forward to many years to come.

Sincerely,

Mary Roser
Branch Retail Manager

City of Boonville

September 2, 2025
7:00 PM
City Council Chambers
525 E. Spring Street
Boonville MO 65233

PUBLIC HEARING PURSUANT TO CHAPTER 353 PROPOSED DEVELOPMENT PLAN FOR 2ND AND VINE STREET
7:00 P.M.

I. Call to order – Pledge and Prayer

A. Whitney Venable

The Boonville City Council met in Regular Session on September 2, 2025, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present: Randy Ayers, Sergeant at Arms; Kate Fjell, City Administrator; Ned Beach, Mayor; Amber Davis, City Clerk; and Brad Wooldridge, City Counselor. The meeting was called to order. Mayor Ned Beach led the prayer after the Pledge of Allegiance.

II. Roll Call

The following council representatives were present: Barry Elbert, Drew Davis, Susan Meadows, Andrew Cowherd, and Sy Harvell. Council representatives Whitney Venable, Tanner Bechtel, and Steve Young were absent.

III. Hearing of Citizens' Comments

Mary Pat Abele and Ken Hirlinger came before the council to review details for the upcoming Sippin', Strollin', Rockin' and Rollin' Wine Walk, which is being held on October 18th.

IV. Approval of Minutes

A. August 18 council minutes

The minutes stand as submitted

V. Consent Items

A. Consider Pay App. No. 7 in the amount of **$68,745.16** to GBH Builders, Inc. for Johnson Field House Improvements

Mr. Davis moved, and Mr. Cowherd seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Davis, Meadows, Cowherd, and Harvell. Total (5). Opposed: None. Absent: Venable, Bechtel, and Young. Motion Carried.

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis 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. Cowherd moved, and Mr. Davis seconded the motion to approve the consent item.. Roll call was taken. Ayes: Elbert, Davis, Meadows, Cowherd, and Harvell. Total (5). Opposed: None. Absent: Venable, Bechtel, and Young. Motion Carried.

VII. Unfinished Business

A. Second Reading of Bill No. 2025-018 Amending Chapter 21 Solid Waste Disposal

Mr. Wooldridge requested that the bill be tabled due to unanswered questions on the matter. Mr. Davis moved and Ms. Meadows seconded the motion to table the bill. Roll call was taken. Ayes: Elbert, Davis, Meadows, Cowherd, and Harvell. Total (5). Opposed: None. Absent: Venable, Bechtel, and Young. Motion Carried.

B. Second Reading of Bill No. 2025-019 Amending the Personnel Manual Effective October 1, 2025

Mr. Cowherd moved, and Ms. Meadows seconded the motion to approve the bill. Roll call was taken. Ayes: Davis, Meadows, Cowherd, and Harvell. Total (4). Opposed: Elbert. Absent: Venable, Bechtel, and Young. Motion Failed.

C. Second Reading of Bill No. 2025-020 Approving a Final Site Plan for Ballparks Central

Mr. Cowherd moved, and Mr. Davis seconded the motion to approve the bill. Roll call was taken. Ayes: Elbert, Davis, Meadows, Cowherd, and Harvell. Total (5). Opposed: None. Absent: Venable, Bechtel, and Young. Motion Carried.

VIII. New Business

A. Witchy Weekend Street Closure

Ms. Meadows moved, and Mr. Cowherd seconded the motion to approve the street closure. Roll call was taken. Ayes: Elbert, Davis, Meadows, Cowherd, and Harvell. Total (5). Opposed: None. Absent: Venable, Bechtel, and Young. Motion Carried.

IX. Reports of Standing Committees

None

X. Reports of City Officials

A. Mayor

None

B. City Administrator

Ms. fjell stated the resolution to lift the open container ordinance for the Sippin, Strollin', Rockin', and Rollin' Wine Walk will be on the next meeting agenda.
Ms. Fjell encouraged the council to look over the 353 plan before the next meeting.

C. City Clerk

None

D. City Attorney

Mr. Wooldridge stated that he would like to see a more detailed street closure map for the Sippin, Strollin, Rockin and Rollin Wine Walk event.

E. Economic Developer

None

XI. Miscellaneous

Mr. Elbert asked what streets are getting repaired starting in October.
Ms. Fjell stated that streets are Poplar, 6th, Rice, Reams, 4th, South, and Jefferson.

XII. Adjourn

With no further discussion, Mr. Cowherd moved, and Mr. Davis seconded the motion to adjourn at 7:34 p.m., and the voice vote was unanimous.

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 15, 2025** the sum of **$454,769.86**

General Fund	$175,321.58
Sanitation	$4,660.96
CIP Tax	$4,676.57
Water Works	$171,499.89
Capital Projects	$0.00
Waste Water	$51,908.79
Tourism	$13,228.87
Gaming	$32,184.17
Parks/Water	$909.84
Kemper Sales Tax	$379.19
Economic Development Projects	$0.00

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 **$454,769.86** 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 15, 2025** read for the second time this **September 15, 2025** since a copy was made available prior to the meeting.

Approved **September 15, 2025** ______________________________

Mayor

Endorsed **September 15, 2025** : 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

BILL NO. _2025-018___ **ORDINANCE NO. ____________**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, AMENDING CHAPTER 21 - WATERS, SEWERS, AND SOLID WASTE DISPOSAL; PROVIDING AN EFFECTIVE DATE THEREFORE AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, The City of Boonville received notice of a recent services audit revealing a vast discrepancy in the number of residents receiving trash collection services and the number of residents being billed for such services; and

WHEREAS, Sections 21-181(g) and (i) (Collection Fees) requires additional clarification and definition as to when collection fees for trash collection services is permitted.

WHEREAS, the authority and scope for the aforementioned clarification and definition are grounded in Missouri statutes which are then operationalized through the City General Codes of Ordinances, adopted professional standards of the International Code Council and National Electric Code and city services descriptions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: Chapter 21, Sections 21-181(g) and (i) (Collection Fees), are amended and approved as provided in **"Exhibit A"** is attached hereto and made a part hereof, is hereby approved.

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

SECTION 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: AUGUST 18, 2025

SECOND READING: SEPTEMBER 15, 2025

READ FOR THE THIRD TIME AND PASSED ON THIS 6th DAY OF OCTOBER, 2025, AFTER A COPY OF THIS ORDINANCE AND EXHIBIT HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST, SECOND, AND THIRD READING.

____
President of the Council

APPROVED THIS 6th DAY OF OCTOBER 2025.

____
Ned Beach, Mayor

ATTEST:

____
Amber Davis, City Clerk

EXHIBIT A

Sec. 21-181. Collection fees.

(g) For purposes of this section, single family dwellings, multi-family dwellings, and trailer courts shall be charged on a residential basis for each separate, occupied unit receiving city services contained therein. For purposes of this section, City Services shall be defined as Water, Sewer, and Solid Waste and are not mutually exclusive. Solid waste charges shall not be given on a pro-rata basis. This ordinance shall be effective henceforth and shall not be enforced retroactively.

(i) Reserved.

BILL NO. 2025-021 **ORDINANCE NO. _______**

AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND AS A "BLIGHTED AREA" PURSUANT TO CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI AND APPROVING A DEVELOPMENT PLAN AND A DEVELOPMENT AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the City of Boonville, Missouri (the "City"), is authorized to undertake certain redevelopment projects pursuant to Chapter 353 of the Revised Statutes of Missouri ("Chapter 353"); and

WHEREAS, on or about August ___, 2025, Colossians 317 Titleholder, LLC (the "Developer") submitted the Development Plan for the Second and Vine Redevelopment Area (the "Development Plan"), attached as **Exhibit A** hereto and incorporated herein by reference, which envisions the redevelopment of approximately 1.66 acres located along Second Street between Vine Street and Chestnut Street in the City (as further described in the Development Plan, the "Redevelopment Area"); and

WHEREAS, included as **Appendix 3** to the Development Plan is an analysis prepared by Mid-Missouri Regional Planning Commission (the "Blight Analysis"), which documents the current conditions of the Redevelopment Area and supports a finding that the Redevelopment Area is a "blighted area" as defined in Chapter 353; and

WHEREAS, on September 2, 2025, the City Council held a public hearing concerning the Development Plan (the "Public Hearing");

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

Section 1. Upon due consideration of the Development Plan, the Blight Analysis and the testimony presented at the Public Hearing, it is hereby found, determined and declared that the Redevelopment Area is a "blighted area," as defined in Chapter 353.

Section 2. The City Council hereby determines, finds and declares that approval of the Development Plan and construction of the redevelopment project described therein are necessary or desirable for the preservation of the public peace, property, health, safety, morals and welfare of the community and are in the best interest of the City and its citizens. The Development Plan is hereby approved.

Section 3. The City is hereby authorized to enter into the Development Agreement, in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, with such changes therein as shall be approved by the officials of the City executing the Development Agreement and consistent with the intent hereof, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the Development Agreement, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Development Agreement.

Section 4. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 5. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. This Ordinance shall take effect and be in full force from and after its adoption by the City Council and approval by the Mayor.

FIRST READING: SEPTEMBER 2, 2025

READ FOR THE SECOND TIME AND PASSED THIS _____ DAY OF _______________, 2025, AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR PUBLIC INPSECTION PRIOR TO ITS FIRST READING.

APPROVED THIS _____ DAY OF _______________, 2025.

____
Ned Beach, Mayor

ATTEST:

____
Amber Davis, City Clerk

EXHIBIT A

DEVELOPMENT PLAN

(On file with the City Clerk)

EXHIBIT B

DEVELOPMENT AGREEMENT

(On file with the City Clerk)

Development Plan
for the
Second and Vine Redevelopment Area

City of Boonville, Missouri

August 21, 2025

1. Introduction

The purpose of this Development Plan is to document the conditions that justify the use of partial tax abatement under Chapter 353 of the Revised Statutes of Missouri (“Chapter 353”) in connection with the redevelopment of a portion of the City of Boonville, Missouri (the “City”).

The proposed redevelopment area (the “Redevelopment Area”) consists of three parcels totaling approximately 1.66 acres in the City (the “Redevelopment Area”). The Redevelopment Area is depicted on **Appendix 1** and legally described on **Appendix 2**.

Colossians 317 Titleholder, LLC (the “Developer”) has proposed the use of tax abatement under Chapter 353 to fund a portion of the costs associated with the development of residential apartments and commercial space, as described herein (the “Redevelopment Project”).

2. Use of Chapter 353

Chapter 353 allows cities and counties to provide real property tax abatement within “blighted areas” for up to 25 years. Under this program, a city or county may approve a development plan to encourage the redevelopment of a blighted area. To be eligible for the abatement, an urban redevelopment corporation must take title to the property to be redeveloped.

During the first 10 years of tax abatement, (1) 100% of the incremental increase in real property taxes on the land are abated, (2) 100% of the real property taxes on all improvements are abated, and (3) the property owner continues to pay real property taxes on the land in the amount of taxes on such land (without consideration of improvements) in the year before the urban redevelopment corporation takes title.

During the next 15 years, between 50% and 100% of the real property taxes on all land and all improvements are abated. Payments in lieu of taxes (“PILOTS”) may be imposed on the urban redevelopment corporation by contract with the city or county, as applicable, to achieve an effective tax abatement that is less than the abatement established by statute. PILOTS are paid on an annual basis to replace all or part of the real estate taxes that are abated. PILOTS are allocated to each taxing district according to their proportionate share of ad valorem property taxes.

On July 7, 2025, the City Council adopted Ordinance No. 4694, which establishes procedures for providing notice of the public hearing and tax impact statement as required by Section 353.110.3 of the Revised Statutes of Missouri.

3. The Redevelopment Area

The Redevelopment Area includes a long-vacant building originally constructed for the Phoenix American Pipe Co. and later occupied by Toastmaster, Inc. (the "Building"). The Building has not been permanently occupied for more than 20 years. The Mid-Missouri Regional Planning Commission has prepared an analysis (the "Blight Analysis") of the conditions within the Redevelopment Area and has concluded that the Redevelopment Area qualifies as a "blighted area" within the meaning of Chapter 353. A copy of the Blight Analysis, which includes photos depicting the Building, is included in **Appendix 3**. Under Chapter 353, a "blighted area" is defined as "an area which, by reason of the predominance of insanitary of unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, . . . constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use."

4. Redevelopment Project

This Development Plan proposes a Redevelopment Project consisting of the rehabilitation and renovation of the Building to include approximately 38 residential apartments and approximately 1,500 square feet of commercial space. The total estimated cost of the Redevelopment Project is $4,000,000. Completion of the Redevelopment Project will remediate the blighting conditions described in the Blight Analysis. The Developer commenced construction of the Redevelopment Project in June, 2025 and expects to complete construction by December, 2026.

5. Proposed Tax Abatement

Chapter 353 permits up to 25 years of partial tax abatement. This Development Plan proposes that partial tax abatement be granted to the Second and Vine Redevelopment Corporation (the "Corporation") and its successors and assigns under Chapter 353 to incentivize the redevelopment of the Redevelopment Area and the remediation of the blighted area conditions described in the Blight Analysis.

This Development Plan provides for partial tax abatement for all 25 years as follows:

(a) During years 1-10 of the abatement period, taxes for the Redevelopment Area will be based on the assessed value of the land, exclusive of improvements, in the year prior to the Corporation's acquisition of the real property in the Redevelopment Area. However, during that period, the Corporation (and any successor property owner) will make contractual payments in lieu of taxes ("PILOTs") that, together with any unabated taxes, will equal the taxes paid on the value of the land and the improvements during the calendar year ending December 31, 2025. Accordingly, during this period, 100% of the taxes attributable to any increase in the assessed value over the current assessed value of the land and improvements will be abated.

(b) During years 11-25 of the abatement period, taxes will be based on the total assessed value of the Redevelopment Area, including both the assessed value of the land and the assessed value of any improvements, using 50% of the Redevelopment Area's true value. Accordingly, during this period, 50% of the taxes, based on the then-current true value of the land and improvements, will be abated.

Each PILOT will be divided pro rata among the taxing districts that levy ad valorem real property taxes in the Redevelopment Area based on each taxing district's then-current levy rate.

A tax impact statement showing the effect of the proposed abatement on each applicable taxing district has been prepared and furnished to the applicable taxing districts in accordance with Chapter 353 and Ordinance No. 4694.

6. Findings

Following a public hearing in accordance with Chapter 353 and Ordinance No. 4694, the City Council will consider whether to make the following findings:

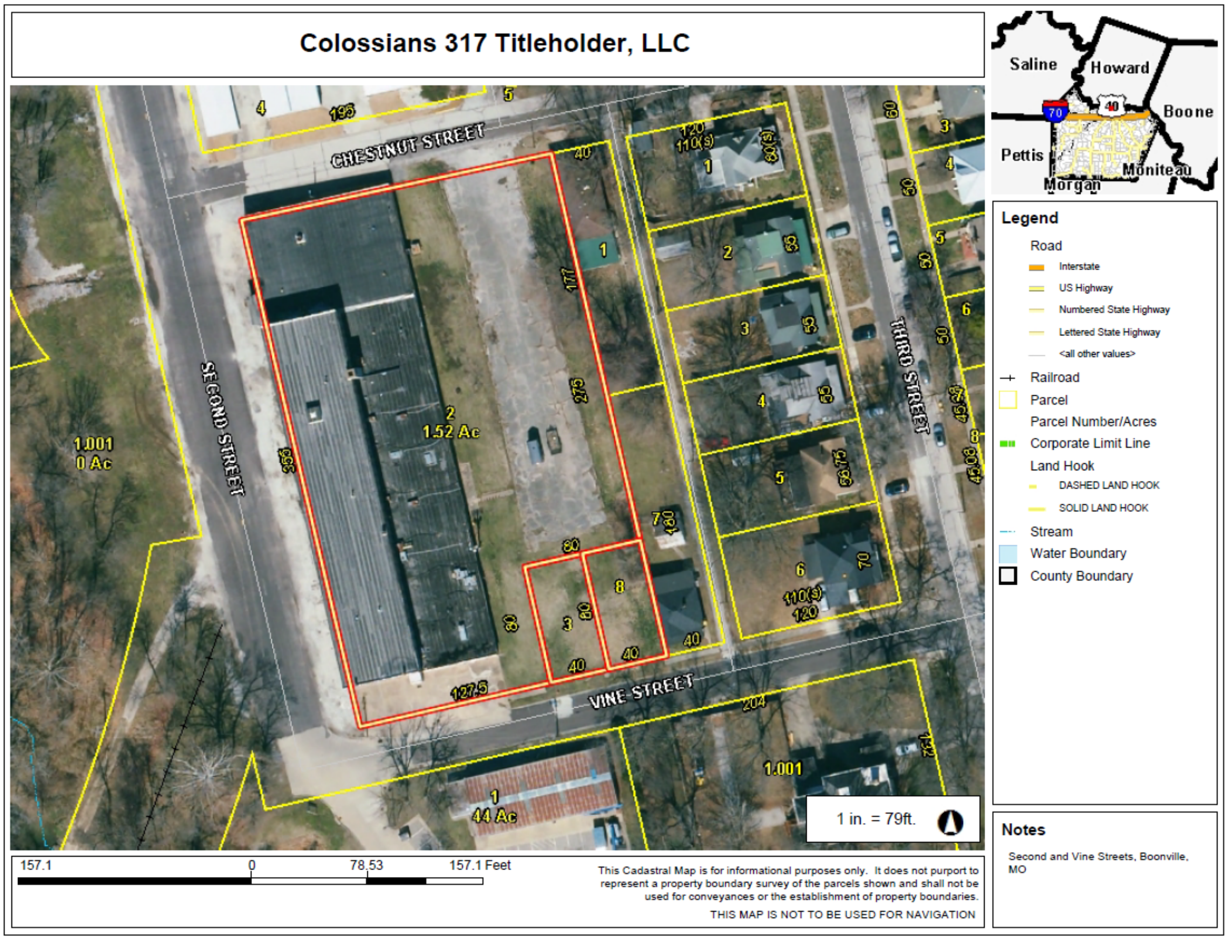
(a) That the Redevelopment Area is a "blighted area" as defined in Chapter 353.

(b) That the approval of the Development Plan and the construction of the Redevelopment Project are in the best interest of the City and its citizens.

* * *

APPENDIX 1

MAP OF REDEVELOPMENT AREA



APPENDIX 2

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

The following property in Cooper County, Missouri:

Tract 1

Starting at an iron bar, the centerline intersection of Third and Vine Streets in Boonville, Missouri; said iron bar being SI5°17'E, 723.5 feet from the centerline intersection of Third and Spring Streets shown by the original town plat of Boonville, Missouri. Said iron bar is further located by an unrecorded survey of Kemper Campus at the centerline intersection of Third and Vine Street and said intersection is also shown by Mack's Addition to the City of Boonville, Missouri. From said iron bar NI5°17'W, 20.0 feet; thence S74°30'W 37.5 feet to the West line of Third Street; thence continuing S74°30'W along the North line of Vine Street 250.0 feet to the point of beginning, From the point of beginning 74°30'W, along the North line of Vine Street, 125.0 feet to the East line of Second Street; thence NI5°17'W, along the East line of Second Street; 356.0 feet to the South line of Chestnut Street, thence N74°30'E, along the South line of Chestnut, 203.65 feet; thence S15°30'E, 275.75 feet; thence South 74°34'W, 80.0 feet; thence SI5°30'E, 80.25 feet to the point of beginning, lying in the Northwest Quarter of Section Thirty-five (35), Township Forty-nine (49) North, Range Seventeen (17) West 5th P.M. and in the corporate limits of the City of Boonville, Cooper County, Missouri.

Tract 2

Beginning on the North line of Vine Street at a point One Hundred Twenty-seven and one half (127½) feet East of the East line of Second Street in the City of Boonville, Missouri, and running thence North at right angles to Vine Street Eighty (80) feet, thence East on a line parallel with Vine Street Forty (40) feet, thence South on a line parallel with Second Street Eighty (80) feet to Vine Street, thence West on North line of Vine Street Forty (40) feet to the place of beginning, and lying in the Northwest Quarter of Section Thirty-five (35), Township Forty-nine (49), Range Seventeen (17), West 5th P.M., and in the corporate limits of the City of Boonville, Cooper County, Missouri.

Tract 3

Beginning on the North line of Vine Street, in the City of Boonville, Missouri, at a point One Hundred Sixty-seven and one-half (I67½) feet East of the East line of Second Street, and running thence North at right angles to Vine Street Eighty (80) feet, thence East on a line parallel to said Vine Street Forty (40) feet, thence South on a line parallel with said Second Street Eighty (80) feet to said Vine Street, thence West on the North line of Vine Street Forty (40) feet to the point of beginning, and lying in the Northwest Quarter of Section Thirty-five (35), Township Forty-nine (49) North, Range Seventeen (17) West 5th P.M. and in the corporate limits of the City of Boonville, Cooper County, Missouri.

APPENDIX 3

BLIGHT ANALYSIS

[On file with the City Clerk]

DEVELOPMENT AGREEMENT

FOR THE

SECOND AND VINE REDEVELOPMENT AREA

AMONG THE

CITY OF BOONVILLE, MISSOURI,

SECOND AND VINE REDEVELOPMENT CORPORATION,

AND

COLOSSIANS 317 TITLEHOLDER, LLC

Dated: September 15, 2025

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this _____ day of __________, 2025, by and among the **CITY OF BOONVILLE, MISSOURI** (the "City"), a third-class city and political subdivision of the State of Missouri, **SECOND AND VINE REDEVELOPMENT CORPORATION** (the "Corporation"), a Missouri urban redevelopment corporation, and **COLOSSIANS 317 TITLEHOLDER, LLC** (the "Developer"), a Missouri limited liability company (the City, the Corporation and the Developer may each be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

A. On August 19, 2025, the Developer submitted the "Second and Vine Development Plan" (the "Development Plan") to the City concerning three parcels totaling approximately 1.66 acres located along Second Street between Vine Street and Chestnut Street in the City and more particularly described on **Exhibit A** attached hereto (the "Redevelopment Area").

B. The Development Plan contemplates a "Redevelopment Project" consisting of the construction of approximately 38 market-rate apartments and approximately 1,500 square feet of commercial space, as more fully described on **Exhibit B** hereto.

C. The Development Plan was submitted pursuant to Chapter 353 of the Revised Statutes of Missouri (the "Act").

D. On September 2, 2025, the City Council held a public hearing concerning the approval of the Development Plan in accordance with the requirements of the Act and Ordinance No. 4694 (the "Procedural Ordinance").

E. On September 15, 2025, the City Council adopted Ordinance No. _____ (1) finding and declaring the Redevelopment Area to be a blighted area within the meaning of Section 353.020(2) of the Act, (2) approving the Development Plan and (3) authorizing and directing the City to enter into this Agreement.

F. The Parties desire to enter into this Agreement to provide for the process by which the Development Plan will be implemented, including, without limitation, (1) the construction of the Redevelopment Project and (2) the grant of partial real property tax abatement.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated into this Agreement as an integral part hereof) and the promises, covenants and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE I

INCORPORATED ITEMS; DEFINITIONS; EXHIBITS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

"Approving Ordinance" means Ordinance No. _____, adopted by the City Council on September 15, 2025.

"Certificate of Substantial Completion" means a Certificate of Substantial Completion in substantially the same form as **Exhibit C** attached hereto, to be delivered by the Developer pursuant to **Section 2.05**.

"City Code" means the Code of General Ordinances of the City of Boonville, Missouri, as the same may be amended from time to time.

"Collector" means the Collector of Revenue of Cooper County.

"Construction Inspector" means the City's Building Official or his or her designee.

"Corporation" means the Second and Vine Redevelopment Corporation, an urban redevelopment corporation formed under the Act, and its permitted successors and assigns.

"Developer" means Colossians 317 Titleholder, LLC and its permitted successors and assigns.

"Development Plan" means the Second and Vine Development Plan approved by the City pursuant to the Approving Ordinance.

"PILOTs" means the payments in lieu of taxes to be made by the Developer pursuant to **Section 4.01**.

"Procedural Ordinance" means City Ordinance No. 4694, as may be amended from time to time.

"Property" means the real property included in the Redevelopment Area.

"Redevelopment Area" means the area described on **Exhibit A** attached hereto, within which the Redevelopment Project will be constructed pursuant to this Agreement.

"Substantial Completion" shall mean the substantial completion of the Redevelopment Project, as evidenced by the acceptance or deemed acceptance of a Certificate of Substantial Completion.

"Transferee Agreement" means the Transferee Agreement in substantially similar form to **Exhibit D** to be entered into in conjunction with certain transfers of property within the Redevelopment Area.

Section 1.02 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

(a) Exhibit A – Legal Description of the Redevelopment Area
(b) Exhibit B – Description of the Redevelopment Project
(c) Exhibit C – Form of Certificate of Substantial Completion
(d) Exhibit D – Form of Transferee Agreement

ARTICLE II

REDEVELOPMENT PROJECT

Section 2.01 Redevelopment Project. Subject to the terms and conditions of this Agreement, the Developer shall construct, or cause the construction of, the Redevelopment Project, in accordance with the Development Plan, this Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and approvals.

Section 2.02 Control of Property. The Developer owns or has the option to acquire all real property necessary to complete the Redevelopment Project.

Section 2.03 Schedule. The Developer shall cause the completion of the Redevelopment Project in accordance with the following schedule (subject to any excusable delay permitted by **Section 3.01**):

Provide Evidence of Financing	Upon execution of Agreement
Commence Construction	Within 30 days after execution of Agreement
Substantial Completion	Within 18 months after execution of Agreement

Section 2.04 City Approvals to Control. The Developer shall obtain or cause to be obtained all necessary zoning, building and other permits and approvals in conjunction with the completion of the Redevelopment Project. Notwithstanding anything to the contrary contained herein or in the Development Plan, the applicable zoning, building and other permits and approvals shall control the specific development of the Redevelopment Project.

Section 2.05 Substantial Completion. After Substantial Completion of the Redevelopment Project in accordance with the provisions of this Agreement, the Developer shall furnish a Certificate of Substantial Completion to the Construction Inspector. The Construction Inspector shall, within 45 days following delivery of the Certificate of Substantial Completion, carry out such inspections as he deems necessary to verify to his reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the Construction Inspector unless, before the end of such 45-day period after delivery of the Certificate of Substantial Completion to the Construction Inspector, the Construction Inspector furnishes the Developer with specific written objections to the status of the work, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the Construction Inspector or upon the lapse of 45 days after delivery thereof to the Construction Inspector without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the Cooper County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to complete the Redevelopment Project.

Section 2.06 Insurance.

(a) The Developer will cause there to be insurance for the Redevelopment Project as hereinafter set forth at all times during the construction of the Redevelopment Project and continuing (with respect to (1) and (2) below) during the term of this Agreement. The policies for such insurance shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri. The Developer shall, from time to time at the request of the City, furnish the City with "Acord" certificates of insurance on:

(1) Property and casualty insurance to keep the Redevelopment Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible clauses). "Full Insurable Value" means the actual replacement cost of the Redevelopment Project;

(2) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2025 is equal to $3,448,710 for all claims arising out of a single accident or occurrence and $517,306 for any one person in a single accident or incurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri; and

(3) Workers' compensation insurance, with statutorily required coverage.

(b) Simultaneously with the execution of this Agreement and annually thereafter and throughout the term of this Agreement, the Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City Attorney) covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better). The Developer agrees to provide immediate written notice to the City when a cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

ARTICLE III

EXCUSABLE DELAY

Section 3.01 Excusable Delay. Notwithstanding anything to the contrary contained herein, in the Development Plan or in the Approving Ordinance, the time periods provided for herein shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer (but not to exceed one year), including acts of God, labor disputes, strikes, lockouts, civil disorder, war, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the construction or cause the construction of the Redevelopment Project (provided all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in the shipment of material or fuel, governmental action, fire, unusually adverse weather conditions, wet soil conditions, unavoidable casualties, litigation relating to the Approving Ordinance or any element of the Redevelopment Project, or any causes beyond the Developer's reasonable control, or by any other cause that the City Administrator in his or her reasonable discretion determines may justify the delay (an "Excusable Delay"). The Parties agree that as of the date of this Agreement, no condition or event exists that would justify an Excusable Delay. The Developer shall notify the City in writing within 30 days after a claimed event of the cause of the Excusable Delay. An Excusable Delay shall not include any condition or circumstance caused or extended by the Developer or the Corporation or attributable to actions or inaction by the Developer or the Corporation.

ARTICLE IV

FINANCIAL INCENTIVES

Section 4.01 Tax Abatement.

(a) To initiate the partial tax abatement contemplated by this Agreement, the Developer shall convey to the Corporation, by special warranty deed, title to the Property. Upon such conveyance, the Corporation shall re-convey the parcels comprising the Property to the Developer. If the Developer fails to complete the Redevelopment Project within the time set forth in Second and Vine Redevelopment Project, the development rights hereunder, including, without limitation, the right of partial tax abatement granted in the Approving Ordinance, shall automatically terminate.

(b) Subject to the continuing compliance with this Agreement, upon acquisition of the Property by the Corporation pursuant to subparagraph (a), the Property shall be subject to the limited tax abatement permitted by Section 353.110 of the Act for up to 25 years, beginning with the year in which the Corporation acquires the Property, as follows:

(1) During years 1-10, ad valorem real property taxes shall be imposed in such amounts as measured by the assessed value of land included in the Property, exclusive of any assessed value of the improvements to the Property, in the calendar year prior to the calendar year in which the Corporation acquires title to the Property, as required by the Act. However, during such period, the Developer shall also pay PILOTs in such amounts that, together with any ad valorem property taxes due pursuant to the prior sentence, equal the value of the improvements as of December 31, 2025, as determined by the Cooper County Assessor. Accordingly, during this period, 100% of ad valorem real property taxes attributable to any increase in assessed value over the assessed value of the land and improvements as of December 31, 2025, will be effectively abated.

(2) During years 11-25, ad valorem real property taxes shall be imposed in such amounts as measured by the total assessed value of the Property, including both the assessed value of the land and the assessed value of any improvements, as determined by the Cooper County Assessor using 50% of the Property's true value. Accordingly, 50% of ad valorem real property taxes, based on the then-current true value of the land and improvements, will be abated.

(c) PILOTs shall be paid to the Collector annually by December 31. The Parties acknowledge their expectation that the real property tax bills provided by the Collector will reflect the appropriate amount of taxes and PILOTs due pursuant to this Agreement. <u>However, the failure of the Collector to provide tax bills reflecting the appropriate amount of taxes and PILOTs due with respect to the Property pursuant to this Agreement will not excuse the Corporation or any subsequent owner from paying all taxes and PILOTs</u>

by December 31 of the applicable year. PILOTs received by the Collector shall be distributed among all taxing districts whose property tax revenues are affected by the tax abatement provided herein on the same pro rata basis and in the same manner as ad valorem real property tax revenues. Any delinquent PILOTs shall accrue penalties and interest in the same manner as ad valorem real property taxes.

Section 4.02 Contest of Assessed Valuation. In consideration for the limited tax abatement provided by this Article, the Corporation agrees that neither it nor any successor in title or interest to any of the Property will formally challenge or appeal the assessed valuation of the Property during any time that the Property is receiving limited tax abatement under this Agreement; provided, the foregoing shall not bind the Corporation or any successor if the assessed valuation is more than 10% greater than the projected assessed valuation of the Property, as shown in the tax impact statement prepared in connection with the Development Plan.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01 Default. The occurrence and continuance of the following shall constitute an "Event of Default":

(a) the Corporation or subsequent property owner fails to make or cause the punctual payment of the PILOTs owed on the due date and such failure is not cured to the City Attorney's satisfaction within five days after the City gives written notice of the default to the Corporation or subsequent property owner (provided, however, that all PILOTs paid after their due dates will be subject to interest and penalties at the same rate as late payments of real property taxes); or

(b) the Developer or the Corporation fails to timely perform, in all material respects, any obligation or covenant of the Developer or the Corporation, as applicable, under this Agreement, and such failure is not cured to the City Attorney's satisfaction within 30 days after the City gives written notice thereof to the Developer or the Corporation, as applicable, or if it cannot reasonably be cured within 30 days, then, subject to **Section 2.03** and **Section 3.01**, for such additional time as may be necessary to cure such default so long as the Developer or the Corporation, as applicable, is diligently proceeding to effect a cure of such default.

Section 5.02 Remedies; Results of Termination.

(a) Upon the occurrence of an Event of Default, the City or any other taxing district levying an ad valorem real property tax in the Redevelopment Area may institute such proceedings as it deems necessary or desirable to cure and remedy such Event of Default, including but not limited to proceedings to compel specific performance or to terminate this Agreement. Delinquent PILOTs shall bear interest at the same rate as delinquent ad valorem real property taxes from the date such delinquent PILOTs were first due.

(b) Upon the termination of this Agreement pursuant to this Section, a declaration of abandonment shall be filed with the Cooper County Recorder of Deeds, and the Property shall from that date be subject to assessment and payment of all ad valorem taxes based on the true full value of such real property.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Modifications; Successors and Assigns. The terms, conditions and provisions of this Agreement and of the Development Plan shall not be modified or amended except by mutual agreement in writing among the Parties (provided, that if the Corporation no longer owns any of the Property, the Corporation need not be a party to any modification or amendment). This Agreement shall be binding upon and inure to the benefit of the Parties and their respective assigns and successors in interest or title to all or any portion of the Redevelopment Area; provided, however, the Corporation and the Developer may not assign their rights under this Agreement except in accordance with the provisions of **Section 6.02**.

Section 6.02 Right to Transfer Property within the Redevelopment Area; Assignment of Development Agreement.

(a) *Transfer to Developer or Affiliate*. The Corporation may, at any time, voluntarily sell, lease, assign, transfer, convey and/or otherwise dispose of (hereinafter collectively referred to as a "Transfer") its interest in the Property or any portion thereof to the Developer or an affiliate without the City's prior written consent, if written notice of such Transfer is given to the City within 30 days after the Transfer.

(b) *Transfer to Unrelated Entities Before Substantial Completion.* If a Certificate of Substantial Completion has not yet been approved or deemed approved, no Transfer of the Property or any portion thereof, except as may be permitted by (a) above, shall occur without (1) the City's prior written consent to the Transfer and (2) the proposed transferee's execution of a Transferee Agreement with the City in substantially the form attached as **Exhibit D** (the "Transferee Agreement"). The City shall not withhold its consent of a Transfer under this subsection so long as it is satisfied that the proposed Transferee has the resources to complete the Redevelopment Project and the ability to operate and maintain the Redevelopment Project.

(c) *Transfer to Unrelated Entities After Substantial Completion.* If a Certificate of Substantial Completion has been approved or deemed approved, the Corporation (or successor in title) may Transfer the Property or any portion thereof so long as the proposed transferee enters into a Transferee Agreement with the City.

(d) *Transferee Agreement*. The Parties agree that, except as may be permitted above, no Transfer shall occur without the prior execution of a Transferee Agreement. The Parties agree that the intention of each Transferee Agreement is to protect the transferor and the City by ensuring that transferees of Property receive actual notice of the rights, duties and obligations contained in this Agreement before taking ownership.

(e) *Effect of Transfer.* Upon a Transfer, unless otherwise expressly elected by the transferor, all of the transferor's rights and obligations hereunder with respect to the subject property, including, without limitation, those concerning construction, maintenance, use, tax abatement and the payment of PILOTs, shall transfer to the transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(f) *Assignment by Developer.* If a Certificate of Substantial Completion has not yet been approved or deemed approved, the Developer, except for assignments to affiliates, may not assign its rights and obligations under this Agreement without the City's prior written consent to the assignment, which consent shall not be withheld so long as (1) the City determines that the proposed assignee has the resources to complete the Redevelopment Project and the ability to operate and maintain the Redevelopment Project and (2) the City receives evidence of the assignee's compliance with **Section 2.06** and **Section 6.10** at the time of assignment. If a Certificate of Substantial Completion has been approved or deemed approved, the Developer may assign its interest to any entity so long as the City Attorney receives evidence of the assignee's compliance with **Section 2.06** and **Section 6.10** at the time of the assignment.

(g) *Leases in Ordinary Course of Business Exempt from this Section*. The Parties acknowledge that the Corporation (or successor in title) will enter into leases with tenants in the ordinary course of operating the Redevelopment Project as a commercial development. Notwithstanding anything to the contrary contained herein, no prior consent of the City or Transferee Agreement (other than as otherwise required by the City Code) will be required for any lease to a tenant in the ordinary course of business.

(h) *Financing*. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent or Transferee Agreement shall be required in connection with, the right of a Party to encumber or collaterally assign its interest in the Redevelopment Area or any portion thereof or its rights and interests in this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; provided that all entities lending credit to such Party that will obtain a security interest in the Party's interest in such portion of the Redevelopment Area and Redevelopment Project, through a mortgage, deed of trust or other security interest, must subordinate their rights and interests under such mortgage, deed of trust or other security interest to the payment of the PILOTs in the same manner as if such PILOTs were real property taxes.

Section 6.03 Indemnification and Hold Harmless.

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer and the Corporation hereby jointly and severally agree that, anything to the contrary herein notwithstanding, they will defend, indemnify and hold harmless the City and its governing body members, employees and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys' fees and court costs) resulting from, arising out of, or in any way connected with:

(1) the Developer's or the Corporation's failure to comply with any provision of this Agreement;

(2) the negligence or intentional misconduct of the Developer, the Corporation or an affiliate, or their respective officers, employees and agents;

(3) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Redevelopment Area; or

(4) otherwise arising out of the construction of the Redevelopment Project, the adoption of the Development Plan or the administration of this Agreement.

If the validity or construction of the Act, the Procedural Ordinance and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan or affecting the proposed

Redevelopment Project are contested in court, the Developer and the Corporation shall, jointly and severally, defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for attorney fees and court costs, and the Developer and the Corporation shall pay any monetary judgment and all court costs rendered against the City, if any.

(c) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or the Corporation for damages or otherwise if all or any part of the Act, the Procedural Ordinance, the Approving Ordinance and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan or the Redevelopment Project is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction.

(d) Notwithstanding the foregoing terms of this Section, the Developer and the Corporation are not obligated to defend, hold harmless or indemnify the City with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the City, its employees and agents.

Section 6.04 Notice. Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

(a) In the case of the City, to:

City of Boonville
401 Main Street
Boonville, Missouri 65233
Attention: ~~Assistant~~ City Administrator

(b) In case of the Developer or the Corporation, to:

Colossians 317 Titleholder, LLC
3118 Southwood Blvd.
Jefferson City, Missouri 65101
Attention: Joshua Hartley

All said notices by mail shall be deemed given on the day of deposit in the mail. A change of designated officer or address may be made by a Party by providing written notice of such request to the other Parties.

Section 6.05 Severability. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the Parties hereto would have agreed to the valid provisions of this Agreement, or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the Parties.

Section 6.06 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Cooper County, Missouri. The Parties to this Agreement consent to the jurisdiction and venue of such court. The Developer expressly waives its rights to bring such action in or to remove such action to any other court, whether state or federal.

Section 6.07 Developer's Right of Termination. The Developer may terminate this Agreement at any time by giving written notice to the City. Upon termination of this Agreement, the Parties shall have no further rights or obligations hereunder except as may expressly survive termination.

Section 6.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 6.09 Reimbursement of City Expenses. Simultaneously with the execution of this Agreement, the Developer shall pay the City a sum not to exceed $________ to reimburse the City for legal and other fees and expenses incurred by the City in connection with the approval of the Development Plan and this Agreement.

Section 6.10 Federal Work Authorization Program. The Developer and any subsequent owner receiving tax abatement must comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Developer or subsequent owner shall provide such affidavit and documentation to the City upon execution of this Agreement and annually on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026.

Section 6.11 Recording. The Developer shall, within 30 days of execution, record this Agreement in the real property records of the Cooper County Recorder of Deeds and upon such recording shall provide a copy to the City.

Section 6.12 City Consents and Approvals. Pursuant to the Approving Ordinance, the City Administrator is authorized to execute all documents on behalf of the City as may be required to carry out and comply with the intent of the Approving Ordinance and this Agreement. The City Administrator is also authorized, unless otherwise expressly provided herein to the contrary, to grant on behalf of the City such consents, estoppels and waivers relating to this Agreement as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not adversely affect the tax exemption as provided for herein, waive an Event of Default, or materially change the nature of the transaction unless approved by the City Council.

Section 6.13 Representations.

(a) *By the City.* The City represents, warrants, covenants and agrees as the basis for the undertakings on its part contained herein that:

(1) The City is a third-class city organized and existing under the laws of the State of Missouri and its Charter, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

(2) To the best of the City's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

(b) *By the Corporation.*

(1) The Corporation is an urban redevelopment corporation duly organized and existing under the laws of the State of Missouri and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(2) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Corporation is now a party or by which the Corporation is bound.

(3) There are no lawsuits either pending or threatened that would affect the ability of the Corporation to proceed with the completion or operation of the Redevelopment Project.

(c) *By the Developer.* The Developer represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(1) The Developer is a limited liability company duly organized and existing under the laws of the State of Missouri and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(2) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(3) There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the completion or operation of the Redevelopment Project.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

CITY OF BOONVILLE, MISSOURI

By: ________________________________
Name: Ned Beach
Title: Mayor

(SEAL)

ATTEST:

By: ________________________________
Name: Amber Davis
Title: City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF COOPER)

On this ___ day of __________, 2025, before me appeared **NED BEACH**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF BOONVILLE, MISSOURI**, a third-class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said **NED BEACH** acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

____
Name: __________________________
Notary Public – State of Missouri
Commissioned in _________________

(SEAL)

My Commission Expires:

SECOND AND VINE REDEVELOPMENT CORPORATION

By: ________________________________
Name: Joshua J. Hartley
Title: President

STATE OF MISSOURI)
) **SS**
COUNTY OF __________)

On this ___ day of __________, 2025, before me appeared **JOSHUA J. HARTLEY**, to me personally known, who, being by me duly sworn, did say that he is the President of the **SECOND AND VINE REDEVELOPMENT CORPORATION**, a Missouri redevelopment corporation, and that he is authorized to sign the foregoing instrument on behalf of said redevelopment corporation, and acknowledged to me that he executed the within instrument as said redevelopment corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

____
Name: ___________________________
Notary Public – State of Missouri
Commissioned in _________________

(SEAL)

My Commission Expires:

COLOSSIANS 317 TITLEHOLDER, LLC

By: ________________________________
Name: Joshua J. Hartley
Title:

STATE OF MISSOURI)
) **SS**
COUNTY OF ______________)

On this ___ day of __________, 2025, before me appeared **JOSHUA J. HARTLEY**, to me personally known, who, being by me duly sworn, did say that he is the _______________ of **COLOSSIANS 317 TITLEHOLDER, LLC**, a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

____
Name: __________________________
Notary Public – State of Missouri
Commissioned in _________________

(SEAL)

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

EXHIBIT B

DESCRIPTION OF THE REDEVELOPMENT PROJECT

[See attached pages]

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

COLOSSIANS 317 TITLEHOLDER, LLC (the "Developer"), pursuant to that certain Development Agreement dated as of September 15, 2025 (the "Agreement"), among the City of Boonville, Missouri (the "City"), the Second and Vine Redevelopment Corporation and the Developer, hereby certifies to the City as follows:

1. That as of ____________, 20___, the Redevelopment Project has been substantially completed in accordance with the Agreement.

2. The Redevelopment Project has been completed in a workmanlike manner and in accordance with all applicable zoning, building and other permits issued by the City.

3. Lien waivers for the Redevelopment Project have been obtained.

4. This Certificate of Substantial Completion (this "Certificate") is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.

5. This Certificate is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Redevelopment Project.

6. The City's acceptance (below) in writing to this Certificate and the recordation of this Certificate with the Cooper County Recorder of Deeds, shall evidence the satisfaction of the Developer's agreements and covenants to complete the Redevelopment Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

All certifications or statements made or set forth in this Certificate are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of ____________, 20___.

COLOSSIANS 317 TITLEHOLDER, LLC

By: ___________________________________
Name: ___________________________________
Title: ___________________________________

ACCEPTED:

CITY OF BOONVILLE, MISSOURI

By: ___________________________________
City Administrator

(Insert Notary Form(s) and Legal Description and AIA Form G-704)

EXHIBIT D

FORM OF TRANSFEREE AGREEMENT

This **TRANSFEREE AGREEMENT** ("Transferee Agreement") is entered into this ____ day of ______________, 20__, by and between the **CITY OF BOONVILLE, MISSOURI** (the "City"), and ________________, a _______ corporation ("Transferee").

RECITALS

A. The Property (as defined in the hereinafter-defined Development Agreement) to be purchased by Transferee and legally described in **Exhibit A** attached hereto (the "Redevelopment Project") is part of the Redevelopment Project described in the Second and Vine Development Plan (the "Development Plan") approved by the City pursuant to Ordinance No. 5640 adopted by the City Council on May 15, 2025 (the "Approving Ordinance").

B. The Property and the Redevelopment Project are subject to that certain Development Agreement for the Second and Vine Redevelopment Area dated as of __________, 2025 (the "Development Agreement") among the City, the Second and Vine Redevelopment Corporation (the "Corporation") and Colossians 317 Titleholder, LLC (the "Developer"), which Development Agreement was recorded in the Cooper County Recorder of Deeds Office on __________ __, 2025, as Document No. _____.

C. S**ection 6.02** of the Development Agreement requires, as a condition precedent to certain transfers of the Property, that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Development Plan and the obligations of the Developer under the Development Agreement.

D. The parties desire to enter into this Transferee Agreement to satisfy the conditions precedent set forth in **Section 6.02** of the Development Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants contained herein, the City and Transferee agree as follows:

1. Transferee has entered into a purchase contract with the Corporation, or an authorized successor and assign, pursuant to which Transferee will acquire the Property.

2. Transferee acknowledges that it has been provided with and/or has reviewed the Approving Ordinance and the Development Agreement.

3. Transferee acknowledges and agrees that its acquisition, use and enjoyment of the Property and any future disposition of the Property are subject to the terms of the Development Agreement.

4. Transferee acknowledges that in the event of the sale, lease, sublease, assignment or other voluntary or involuntary disposition of the Property, the obligations of the Development Agreement shall continue and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective subsequent transferees as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Development Agreement. Transferee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the Property of its rights, duties and obligations under the Development Agreement.

5. The parties agree that the intention of this Transferee Agreement is to ensure that Transferee has actual notice of the rights, duties and obligations contained in the Development Agreement before taking ownership of the Property, and nothing contained in this Transferee Agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to the Development Agreement.

6. This Transferee Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF BOONVILLE, MISSOURI

(SEAL)

By: ________________________________
City Administrator

Attest:

____
City Clerk

[TRANSFEREE]

By: ________________________________
Name: ________________________________
Title: ________________________________

EXHIBIT A TO TRANSFEREE AGREEMENT

[*Legal description to be inserted*]

BILL NO. 2025-022___ **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT FOR THE MANAGEMENT, OPERATIONS AND MAINTENANCE OF THE WATER TREATMENT PLANT BY AND BETWEEN THE CITY OF BOONVILLE, MISSOURI AND ALLIANCE WATER RESOURCES, INC.; PROVIDING AN EFFECTIVE DATE THEREFORE; AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

WHEREAS, the City elected to enter into a professional management agreement at the Water Treatment Plant with Alliance Water Resources, Inc. in 2013 for the following reasons:

1) the technological environment surrounding the production of drinking water has become increasingly complex;
2) the regulatory environment surrounding the production of drinking water has become increasingly restrictive and complex; and
3) this environment requires advanced skills, training and expertise for effective management and operation of the water treatment plant;
4) these increasing burdens result in additional costs occurring within a difficult economic status both locally and nationally thereby resulting in a need for informed, systematic and specialized management to garner the most cost-effective approach possible; and
5) the City has significant, high priority management responsibilities which must be devoted to the wastewater treatment system for the foreseeable future requiring full attention; and

WHEREAS, the Alliance Water Resources, Inc. management team has proven competent, successful and responsible in executing the existing agreement and in operating the Water Treatment Plant under contract since 2013 ; and

WHEREAS, the attached Professional Services Agreement, herein attached and incorporated by reference as Exhibit "A", defines the scope of services, compensation and terms and condition under a five year contract with a renewal option for a second five year term.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

SECTION 1: That the City of Boonville, Missouri hereby agrees and authorizes renewal of the Professional Services Agreement attached hereto as "Exhibit A" and made a part hereof as fully as if set forth herein verbatim.

SECTION 2: That the Mayor and the City Clerk be and hereby authorized to execute this Agreement on behalf of the City of Boonville.

SECTION 3: This Ordinance shall take effect and be in full force from and after the defined commencement date as established by the Agreement.

SECTION 4: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

FIRST READING: _September 15, 2025

SECOND READING: October 6, 2025

READ FOR THE SECOND TIME AND PASSED THIS _6TH _ DAY OF _October_, 2025, AFTER A COPY OF THIS ORDINANCE AND REFERENCED AGREEMENT AND EXHIBITS HAVE BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS FIRST READING.

____

PRESIDENT OF THE COUNCIL

APPROVED THIS _6th__ DAY OF _October 2025

____

NED BEACH, MAYOR

ATTEST:

____

AMBER DAVIS, CITY CLERK

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement has been entered into this ______day of ________________, 2025 by and between the City of Boonville, a municipal corporation of the state of Missouri (hereinafter referred to as "City"), and Alliance Water Resources, Inc., (hereinafter referred to as "Alliance").

This Memorandum of Agreement has as its purpose to modify the initial Professional Services Agreement dated June 3, 2013, and the Memoranda of Agreement(s) dated December 21, 2015, and March 17, 2020, memorandum agreements between the City and Alliance.

Pursuant to section 3.6 the following Section(s) of the Professional Services Agreement are modified as follows:

Section 6.1 to establish renewal of contract for five (5) years.

> 6.1 This agreement shall commence on the **1st day of April 2026** and shall remain in effect through the 31st day of March 2031, a period of five (**5**) years, subject to annual appropriation of funds by the City. If the City appropriates Funds for operations and/or maintenance of the Facility, this agreement shall remain in force and effect. Thereafter, the Agreement shall be renewed automatically for successive terms of five (5) years each unless canceled by either party in writing no less than (90) days prior to expiration.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the first date written above.

Authorized Signature	Authorized Signature
______________________	______________________
President Alliance Water Resources	Mayor City of Boonville, Missouri
______________________	______________________
Date	Date

ATTEST:

______________________	______________________
Secretary	City Clerk

City Of — est. 1839
BOONVILLE

LICENSE NO:____________

FESTIVAL & EVENT PERMIT APPLICATION

Submit Completed Application to: 401 Main Street, Boonville MO 65233
Phone : 660-882-2332 / Fax: 660-882-6608 or e-mail

APPLICATION INSTRUCTIONS & TIMELINE

- **Please fill out all information on this form as it pertains to your event**
- **Events that require street closures or other special requests are required to go before City Council for approval and to give the effected public the opportunity to address the council with any concerns.** *Must submit 2 months prior to event
- **Events on City property will require a $1,000,000 liability insurance policy**

EVENT INFORMATION

Event Name: Jesus Palooza

Event Start Date: 10/04/2025 **Event End Date:** 10/04/2025

Date of Set Up: 10/04/2025 **Times:** 9am

Date of Tear Down: 10/04/2025 **Times:** 6pm

Proposed Location: Lawn on Main & Vine to include parking lot past alley (City lot)

☒ **Downtown Area** ☐ **Kemper Park** ☐ **Harley Park**
☐ **Second Street Area** ☐ **Depot District** *State Park Permit required also

Expected Attendance: 200 **# of Staff & Volunteers:** 15-20

Are Vendors Expected? **YES** ☒ **NO** ☐ If YES, how many? **1-15** **16-20** **21-25** **26+**

- Vendors are defined as those selling goods, food and services at the event that do NOT have a current Merchant License with the City of Boonville
- Vendors that are already exempt such as non profit groups and agriculture based vendors for Farmer's Market do not count in the vendor total

Vendor License Fee: ☐ (1-15) **$50** ☐ (16-20) **$75** ☐ (21-25) **$100** ☐ (26+) **$125**

EVENT ORGANIZER INFORMATION

Company/ Organization Name: River of Life Church

Organizer's Name: Ignite Youth - Pastor Courtney Ray

Mailing Address: 1430 W Ashley Rd, Boonville, MO 65233

Email Address: rolboonville@gmail.com

Phone:__________ **Cell Phone:** (660) 537-5052

Phone:__________ **Cell Phone:** (816) 588-8858

WHAT CITY SERVICES WILL BE REQUESTED

City Services-	Yes	No	Describe Your Needs-
Electricity Hookup *AMEREN	☒	☐	For sound system/PA and live worship
Water Hookup	☐	☒	
Dumpster / Trash Cans	☒	☐	4 trash cans
Picnic Tables	☒	☐	4-6 picnic tables
Street Closure	☒	☐	Vine St, Main to 4th

EVENT COMPONENTS (Check all that apply)

- ☐ **Alcohol**
- ☒ **Amplified Sound**
- ☐ **Animals/ Petting Zoo**
- ☐ **Bicycling**
- ☐ **Bleachers**
- ☐ **Carnival Rides**
- ☒ **Concert / Live Music**
- ☐ **Electricity / Generator**
- ☐ **First Aid/ EMT**
- ☐ **Fireworks**
- ☐ **Food Service**
- ☐ **Inflatables**
- ☐ **Parade / Floats**
- ☐ **Portable Restrooms**
- ☐ **Race** (timed event)
- ☐ **Run** (non-timed event)
- ☐ **Security**
- ☒ **Signage/Banners**
- ☐ **Sporting Event**
- ☒ **Stage**
- ☐ **Tent / Canopies**
- ☐ **Traffic Control**
- ☐ **Water** -City Source
- ☒ **Vendors**

☐ ***Other Items Not Listed** ______

PARADE & STREET CLOSURE REQUEST

Event Date: 10/04/2025 **Number of Parade Entries:** 0

Set up Time: 9am **Start Time:** 11am

Parade Route: Vine St, between Main and 4th.

Staging Location: Lawn on Main & Vine

Request for Parking Restrictions: ☒ Yes ☐ No

Street Sweeper Requested: ☐ Yes ☒ No

Description of Parking Restriction Request: No parking except at City parking lot on Vine.

SITE LAYOUT

For large events, please include a site map and layout of the event, and make sure to include the following information that will be presented to City Council:

Include: tents / canopies, temporary structures, stages, alcoholic beverage areas, locations of portable restrooms, vendors and food concessions, transportation & parking plans, loading zones, vendor access and parking, and emergency vehicle accesses and/or route or any other pertinent information that may be unique to your event.

STREETS TO BE CLOSED

Streets to be closed		From Where to Where				Times to be Closed			How many door hangers needed
1. Vine	From	Main	to	4th	From	9am	to	6pm	
2.	From		to		From		to		
3.	From		to		From		to		
4.	From		to		From		to		
5.	From		to		From		to		
6.	From		to		From		to		
7.	From		to		From		to		
8.	From		to		From		to		
9.	From		to		From		to		
10.	From		to		From		to		

City Parking Lot Closure Request		Times to be Closed			How many door hangers needed
Parking lot behind the lawn, across the alley, before Hein House	From	9am	to	6pm	

Street Parking Restriction Request		Times to be Closed			How many door hangers needed
Vine St, Main to 4th	From	9am	to	6pm	

RESOLUTION NO. R2024-14

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI SUSPENDING THE PROHIBITION OF CONSUMPTION OF ALCOHOLIC BEVERAGES AND POSSESSION OF OPEN CONTAINERS OF INTOXICATING BEVERAGES ON CITY SIDEWALKS AND STREETS IN A SPECIFIED DOWNTOWN AREA FOR EVENTS TAKING PLACE ON OCTOBER 18, 2025, AND APPROVING REQUESTED STREET CLOSURES FOR THE EVENT, AND PROVIDING AN EFFECTIVE DATE THEREFORE;

WHEREAS, on September 2, the City Council reviewed the Chamber of Commerce and the Boonslick Regional Library for the Sippin', Strollin', Rockin' and Rollin' event in Boonville; and

WHEREAS, Article VI, Section, 14-90, Boonville City Code, prohibits the consumption of alcoholic beverages on the City's rights-of-way, including public ways, streets, alleys, parks and other places owned by the City; and

WHEREAS, the City Council desires to suspend the prohibition in Article VI, Section 14-90, Boonville City Code, within Boonville in the downtown area, for the time herein specified and for the areas specifically defined in **Exhibit A**; and

WHEREAS, the City Council desires to close the requested streets to support the event during the specified times defined in **Exhibit A**;

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

SECTION 1: The City Council hereby suspends the prohibitions in Article VI, Section 14-90, Boonville City Code within the downtown area, defined in **Exhibit A,** for events taking place on October 18, 2025. Consumption of alcoholic beverages and possession of open containers of intoxicating beverages will be expressly permitted on the City's rights-of way, including public ways, streets, alleys, parks and public premise and other places owned by the City of Boonville.

SECTION 2: The suspension of the prohibition of consuming intoxicating beverages and possessing open containers shall be from 12:00PM- 12:00AM in the defined areas on October 18, 2025.

SECTION 3: This suspension does not impact City codes relating to public intoxication, driving under the influence, or any other city ordinances related to intoxicating beverages.

SECTION 4: That the requested street closures defined in **Exhibit A** are hereby approved.

SECTION 5: This resolution shall take effect and be in full force from and after its passage and approval.

Passed this 15th day of September 2025 by the City Council of Boonville, Missouri

____
Ned Beach, Mayor

ATTEST:

____
Amber Davis, City Clerk

City Of — est. 1839
BOONVILLE

LICENSE NO:____________

FESTIVAL & EVENT PERMIT APPLICATION

Submit Completed Application to: 401 Main Street, Boonville MO 65233
Phone : 660-882-2332 / Fax: 660-882-6608 or e-mail

APPLICATION INSTRUCTIONS & TIMELINE

- **Please fill out all information on this form as it pertains to your event**
- **Events that require street closures or other special requests are required to go before City Council for approval and to give the effected public the opportunity to address the council with any concerns.** *Must submit 2 months prior to event
- **Events on City property will require a $1,000,000 liability insurance policy**

EVENT INFORMATION

Event Name: 2025 Sippin' Strollin' Rockin' & Rollin'

Event Start Date: October 18, 2025 **Event End Date:** October 18, 2025

Date of Set Up: City Deliveries - Friday, October 17, 2025; Main Set Up - Saturday, October 18 **Times:** 6 am - Midnight

Date of Tear Down: Preliminary, if needed, Friday, October 17 (time to be determined); October 18, 2025; Some Clean Up - October 19, 2025 **Times:** after event; 8am - 1pm

Proposed Location: Downtown Boonville - Primarily bordered by 4th & 6th Streets and High & Vine Streets

- [x] **Downtown Area**
- [ ] **Kemper Park**
- [ ] **Harley Park**
- [ ] **Second Street Area**
- [ ] **Depot District** *State Park Permit required also

Expected Attendance: 500 - 750 **# of Staff & Volunteers:** 75

Are Vendors Expected? YES [x] NO [ ] If YES, how many? **1-15** **16-20** **21-25** **26+**

- Vendors are defined as those selling goods, food and services at the event that do NOT have a current Merchant License with the City of Boonville
- Vendors that are already exempt such as non profit groups and agriculture based vendors for Farmer's Market do not count in the vendor total

Vendor License Fee: [x] (1-15) **$50** [ ] (16-20) **$75** [ ] (21-25) **$100** [ ] (26+) **$125**

EVENT ORGANIZER INFORMATION

Company/ Organization Name: Boonville Area Chamber of Commerce and Friends of the Library for Boonslick Regional Library - Cooper County Branch

Organizer's Name: Co-Chairs: Mary Pat Abele, Ken Hirlinger, Brittany Trebus & Amber Weber

Mailing Address: c/o Boonville Area Chamber of Commerce; 320 First Street; Boonville, MO 65233

Email Address: Mary Pat: marypatabele@gmail.com Ken: khirlinger@sumnerone.com
Brittany: buysellwithbritt@gmail.com Amber: amberweber@sisterssupportiveliving.com

Cell ~~**Phone:**~~ Mary Pat: 660/888-1611 **Cell Phone:** Ken: 573/864-1763

Cell ~~**Phone:**~~ Brittany: 573/424-4479 **Cell Phone:** Amber: 660/537-4789

WHAT CITY SERVICES WILL BE REQUESTED

City Services-	Yes or No		Describe Your Needs-
Electricity Hookup *AMEREN	☑	☐	1- Dumpster or Large Trash Container 12- Street Barricades
Water Hookup (Corner of Main and Morgan Streets	☑	☐	13 - Trash Cans 2 or 3 Public Parking Signs
Dumpster / Trash Cans	☑	☐	"No Parking" signs with barricades City Lot on Chestnut St.
Picnic Tables	☑	☐	All picnic tables that are available 12 - orange cones (no stakes) - leave by Picnic Tables
Street Closure	☑	☐	Orange Cones along sidewalks where streets will be closed with "No Parking" signs (Mary Pat will add signs to posts about time for No Parking [ie. No Parking Saturday Noon to 8 pm] as needed

EVENT COMPONENTS (Check all that apply)

- ☑ Alcohol
- ☑ Amplified Sound
- ☐ Animals/ Petting Zoo
- ☐ Bicycling
- ☐ Bleachers
- ☐ Carnival Rides
- ☑ Concert / Live Music
- ☑ Electricity / Generator
- ☐ First Aid/ EMT
- ☐ Fireworks
- ☑ Food Service
- ☑ Inflatables
- ☐ Parade / Floats
- ☑ Portable Restrooms
- ☐ Race (timed event)
- ☐ Run (non-timed event)
- ☐ Security
- ☑ Signage/Banners
- ☐ Sporting Event
- ☑ Stage
- ☑ Tent / Canopies
- ☑ Traffic Control
- ☑ Water -City Source
- ☑ Vendors

☐ *Other Items Not Listed ______

PARADE & STREET CLOSURE REQUEST

Event Date: Saturday, October 18, 2025 **Number of Parade Entries:** N/A

Set up Time: Overall Saturday, some on Friday **Start Time:** All day and into evening

Parade Route: N/A

Staging Location: Downtown - Registration Chestnut and Main Street; Hain House for Concert

Vendors - Half blocks on both sides Main Street on Spring Street and Morgan Street

Request for Parking Restrictions: ☑ Yes ☐ No

Street Sweeper Requested: ☑ Yes ☐ No If possible - Chestnut Street after event

Description of Parking Restriction Request: City Lot on Chestnut; Chestnut Street from Main to Fourth Street; Fourth Street from Chestnut Street to Alley behind Hain House; Main Street to Alley on East and West Sides of Main Street on Spring Street and Morgan Streets

SITE LAYOUT

For large events, please include a site map and layout of the event, and make sure to include the following information that will be presented to City Council:

Include: tents / canopies, temporary structures, stages, alcoholic beverage areas, locations of portable restrooms, vendors and food concessions, transportation & parking plans, loading zones, vendor access and parking, and emergency vehicle accesses and/or route or any other pertinent information that may be unique to your event.

STREETS TO BE CLOSED

Streets to be closed		From Where to Where			Times to be Closed			How many door hangers needed
(Please See Attached List)								
1.	From		to		From		to	
2.	From		to		From		to	
3.	From		to		From		to	
4.	From		to		From		to	
5.	From		to		From		to	
6.	From		to		From		to	
7.	From		to		From		to	
8.	From		to		From		to	
9.	From		to		From		to	
10.	From		to		From		to	

City Parking Lot Closure Request	Times to be Closed			How many door hangers needed
	From		to	

Street Parking Restriction Request	Times to be Closed			How many door hangers needed
	From		to	

2025 *Sippin' Strollin' Rockin' & Rollin'*
Saturday, October 18, 2025

Street and Parking Lot Closures
Open Container Perimeter

Street Closures

Chestnut Street – Main to Fourth (4 hang tags)	6 am – 12 midnight
Fourth Street – Alley Behind Hain House to Chestnut (7)	6 am – 12 midnight
Spring Street – Main to Alley - east side (8 hang tags)	Noon – 8 pm
Spring Street – Main to Alley - west side (10 hang tags)	Noon – 8 pm
Morgan Street – Main to Alley – east side (10 hang tags)	Noon – 8 pm
Morgan Street – Main to Parking Lot – west side (8 tags)	Noon – 8 pm

Parking Lot Closure

City Lot – Chestnut between Main and Fourth 6 am – 12 midnight

No Parking

"No Parking" signs placed in orange cones on sidewalks along all street closures (put up Friday afternoon)

Area of City Lot on Morgan Street (by Police Station) Noon – 3 pm

Open Container Perimeter

High Street to Vine Street and Fourth Street to Sixth Street

Including outside edge of streets and all public areas within the perimeter boundaries

BOARD OF PUBLIC WORKS MEETING
August 28th, 2025

The Board of Public Works met at the City Services Building at 1200 Locust, 5:30 p.m. August 28th, 2025. The following voting members were present: Ed Scrivner, James Quint, and Glenn Bishop; consisting of a quorum. Other individuals present: Jeff Ditto, Director of Public Works.

ABSENT or EXCUSED: None

MINUTES: The March 27th, 2025, minutes were presented, and a motion was made by Ed Scrivner to approve the minutes, and Glenn Bishop seconded the motion. The vote was unanimous.

PUBLIC COMMENTS: None.

BILLS PAID: Bills for March were looked at, and a motion was made to approve by Glenn Bishop, seconded by Ed Scrivner, approved by all.

OLD BUSINESS: None

NEW BUSINESS:

1. Robert Bechtold Village (400 Boone Village Drive PHS1) requested a sewer average adjustment after repairing multiple leaking toilets. Per the board, it was determined to adjust the sewer average from 144,800 gallons to 67,900 gallons. A motion was made to approve by Glenn Bishop, seconded by Ed Scrivner, approved by all.

MISCELLANEOUS: None

ADJOURN: With no further business, the meeting was adjourned at 5:48 p.m. with a motion from Ed Scrivner, seconded by James Quint.

Respectfully submitted,

____
Jeff Ditto

Approved by:

____
Ed Scrivner, Chairman

HOUSING AUTHORITY
of the City of Boonville
506 Powell Ct. **Office: 660-882-7332**
Boonville, MO 65233-1521 **Fax: 660-882-6811**

EQUAL HOUSING OPPORTUNITY

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY THE CITY OF BOONVILLE, MO HELD ON September 10, 2025

On the 10th of September 2025 at 12:00 P.M. the Housing Authority Commissioners met at 506 Powell Court, Boonville, MO 65233.

Present: Vice Chairperson, Betty St. John; Commissioner, Wayne Jones; Commissioner, Chrissy Stemmons; Commissioner Peggy Carney; City Council Rep., Susan Meadows; Absent: Marilyn Adkins; Guest: Charlene Carter

1. Roll Call: Vice-Chairperson, Betty St. John asked if there is any pertinent information to discuss before the agenda is placed on the table. Hearing none and there being a quorum present, Vice - Chairperson, Betty St. John called the meeting to order, and the following matters were placed on the table for discussion.

2. Meeting Minutes: Consideration was given, and discussion was held on the draft minutes of August 13, 2025. Wayne Jones made a motion to approve August 13, 2025, Draft Minutes. Peggy Carney second, the minutes were approved.

3. Bills and Communications: Discussion was held, and consideration was given to the following. The UMB Bank Balance for September 10, 2025, was $87,945.09. Reports on bills paid in August 2025 were discussed and reviewed. The Bank Reconciliation Statement from July 31, 2025, along with the corresponding Operating Budget Trial Balance, and Board Summary Reports will be reviewed at the next regular board meeting in October as they did not arrive in time from Loucks & Schwartz for this meeting.

4. Report of the Secretary: The PIC Report for August 31, 2025, was 100% respectively. Project Performance Reports for the month ending August 31, 2025, were reviewed, occupancy was at 98%.

5. Unfinished Business: **a.** HUD Notice 2 CFR 200.305 (b) requiring Operating Funds to be in an interest-bearing account: Rorah reported Loucks and Schwartz has implemented new accounting procedures to comply with the HUD Notice 2 CFR 200.305 requirements. They have informed us there is no need to open a new account for Operating Funds at this time. Rorah stated he would pursue interest bearing account for our general fund at UMB. **b.** Rorah reported that the Fiscal Year End 06-30-2025 electronic submission to HUD has been completed. **c.** Rorah reported the low bidder for HVAC replacement was Star Heating & Air Conditioning.

6. New Business: **a.** Radio ads are taking place on KWRT requesting applications for three-bedroom apartments. **b.** Commissioner Certificate – Term review. Susan Meadows noted a correction be made on her term year ending date reflecting year 2026. Peggy Carney's term expires this month and has agreed to serve another 4-year term if approved by City Council and re-appointed by Mayor Ned Beach.

7. Miscellaneous: Rorah read Resolution No. 614 "Ability to Comply with Lease Terms and Live Independently" to all Commissioners present for discussion and review. Peggy Carney made motion to approve Resolution No. 614. Chrissy Stemmons second the motion. Resolution No. 614 passed.

8. Adjournment Wayne Jones made motion to adjourn. Chrissy Stemmons second, meeting adjourned.

CHAIRPERSON: ______________________________ Date _______________

SECRETARY: ______________________________ Date _______________

401 Main Street | Boonville, MO 65233

City Of est. 1839
BOONVILLE
CITY HALL

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

August 27, 2025

To: Mayor and City Council
From: Kate Fjell, City Administrator
Re: 9.15.2025 Meeting Notes and Comments

Bank Bid Discussion

Tonight's Council meeting will include a discussion and Q&A with bank representatives from Southern Bank, BTC bank and First State Bank. Please come with any questions you may have. Included in this packet are the responses from each bank to the City's RFP. I know many are keeping an eye on the fed reserve meeting; but during my report, later in the agenda, we will need to have discussion about Council's direction because the first reading needs to be done at the first meeting of October to allow for time adequate transition time for a December 1 data (if that is the Council's recommendation).

2nd and Vine Development

The Council will vote on the 2nd and Vine Ordinance during the meeting. Mark Grimm, our economic development attorney, will be at this meeting so please bring any questions you have for him. Additionally, the developer, Mr. Joshua Hartley and Jim Gann will all be available for questions.

Sanitation Ordinance Revision

The Sanitation Ordinance is back on the agenda following work to answer questions and ensure completeness. Please note we have further amended to make it clearer and eliminated the necessary reporting requirements as that is not being done in practice, nor does it matter since we are not longer allowing residential customers to "opt out" of sanitation.

Agreement with Alliance Water for Water Treatment Plant

There is a first reading to extend our contract with Alliance water for the Water Treatment Plant. We have been with Alliance at the plant since 2013 and they have made significant improvements in the operations of the plant, keeping us in compliance with state regulations. Also, thanks to Alliance's participation with the state, we are having a significant reduction in chemical use, which is good for the water and good for the city's budget. This agreement extends time ONLY, as you know the annual costs are dealt with at budget time.

Event Requests

There are two event requests for consideration.

The River of Life Church is requesting to host "Jesus Palooza" on Saturday, October 4th and is requesting to use the Old Stein House lot, the City's Parking lot by Hain House and to close the road Vine Street from Main to 4th. The street closure will be from 9am – 6om.

Sippin', Stollin', Rockin', and Rollin' will be held on October 18^{th}. Committee organizers were at the last meeting to discuss the event. The street closure request and suspension of the open container prohibition are the same as in past years. The resolution to be considered at Council incorporates both items.

Public Works Monthly Report
August 2025

Wastewater Treatment Plant
Total flow processed - 21,520,000 gals
Average daily flow - 520,000 gals
Sludge disposed – 63.76 Tons
- Completed preventative maintenance on the Orbal Motors and gears by greasing and inspecting for wear and tear.
- Repaired air relief line that had a crack in it that caused a pump failure at lift station #2.
- Repaired multiple PLC issues at lift stations that lost programming and changed out all the batteries to keep from happening again.

Water Treatment Plant
Plant Influent from River: 32,085,000 gals
Plant Effluent to System: 32,125,000 gals
- Replaced sensor valve on altitude valve at Caterpillar Tower.
- Replaced broken sump pump in the basement of the Water Treatment Plant.
- Replaced 2 batteries in the new Water Plant Generator.

Water Distribution / Sewer Collection:
Rebuilt 2 Fire Hydrants and returned to service
Installed new meter service at 911 Kemper Drive
Installed 4 new meter services at Boone Point
Installed 35 new meters

Street Department:
Repaired High Street and Main Street intersection entrance
Concrete repaired for Water Department Street Cuts
Patched potholes with cold and hot mix
Crack sealing throughout city
Street Sweeping
Picked up yard waste

Central Garage:
Vehicles serviced and inspected – 7
Vehicle and equipment repairs – 16

Weather:
(Data is incomplete after 8/25/25)
Average Temperature – 77°
High Temperature – 98° August 17th & 19th, 2025
Low Temperature – 58° August 4th, 2025
Total Rain – 0.52”
Maximum Rain – 0.27” August 11th, 2025