1. Agenda

   Documents:

   SPECIAL EMERGENCY COUNCIL MEETING AGENDA 04 07 20.PDF

2. Minutes

   Documents:

   SPECIAL EMERGENCY CITY COUNCIL MNUTES 04 07 20-2.PDF

3. Meeting Materials

   Documents:

   CITY COUNCIL PACKET 04 07 20.PDF

SPECIAL EMERGENCY COUNCIL MEETING AGENDA
CITY OF CARTHAGE, MISSOURI
TUESDAY, APRIL 7, 2020
3:30 P.M. – BY VIDEO CONFERENCE

In response to the Coronavirus pandemic and pursuant to the Declaration of Emergency within the City of Carthage, this meeting will be held by on-line video conference. If you would like to listen to the meeting, access information is provided below. For questions, contact City Clerk Traci Cox (417) 237-7000 or staff@carthagemo.gov.

If you would like to listen to the meeting please call by telephone #346-248-7799. You will have to enter the ID# 607-748-770 with a password of 306701. This will allow you to listen to the meeting.

1. Call to Order
2. Calling of the Roll
3. Reading and Consideration of Minutes of Previous Meeting
4. Public Comments
   (Citizens wishing to address the Council or Committee should notify the City in advance, and provide the item they wish to address in written format at least 24 hours prior to the meeting to staff@carthagemo.gov. Residents who do not have internet service may call the Clerk's office at 417-237-7000.)
5. Reports of Standing Committees
6. Report of the Mayor
7. Reports/Remarks of Councilmembers
   (Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
8. Administrative Reports
9. New Business
   1. **C.B. 20-17** – An Ordinance authorizing the Mayor to enter into a contract with Guaranty Bank for Banking Services. (Insurance, Audit and Claims)
   2. **C.B. 20-18** – An Ordinance of the City of Carthage, Missouri, issuing a Stay at Home Order designed to slow the spread of COVID-19 within the City of Carthage, Missouri, and surrounding areas.
10. Adjournment

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
APRIL 7, 2020

The Carthage City Council met in Special session on the above date at 3:30 P.M. via Zoom video conference with Mayor Dan Rife presiding.

The following Council Members answered roll call via Zoom video conference: James Harrison, Ray West, David Armstrong, Mike Daugherty, Ceri Otero, Darren Collier, Alan Snow, Kirby Newport, Ed Barlow, and Juan Topete. City Administrator Tom Short and City Attorney Nate Dally were present.

The following Department Heads were present via Zoom video conference: Police Chief Greg Dagnan, Fire Chief Roger Williams, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson and City Clerk Traci Cox.

Mr. Daugherty made a motion, seconded by Mr. Snow, to approve the minutes of the April 3, 2020 Special Council Meeting. Motion carried unanimously.

No emails were received from citizens wishing to address the council.

Ms. Otero reported the Committee on Insurance/Audit and Claims met on this date via Zoom video conferencing. The Committee approved a contract with Guaranty Bank. It is presented in C.B. 20-17. The City's proposed COVID-19 Employee Leave Policy was reviewed. Ms. Otero discussed the classification of employees and how leave is to be handled under the Stay at Home Order and the Families First Coronavirus Response Act (FFCRA). Ms. Otero made a motion, seconded by Mr. Armstrong to approve the policy. Motion carried.

Mr. Snow reported the Budget, Ways and Means Committee met on April 6 via Zoom video conferencing. The Committee discussed the Fiscal 2021 Budget. Mr. Snow made a motion, seconded by Mr. Collier to pause the budget process and carry forward the budget allocations for the current fiscal year into the 2021 fiscal year. Motion carried.

Mayor Rife reported on his participation in daily briefings and other agency updates, noting the City continues to make changes as necessary.

During Reports of the Councilmembers, Mr. Barlow stated he was proud of how City staff has reacted during this event and the work they have done. Mr. Daugherty thanked Mr. Barlow for his efforts on Facebook addressing constituents. Mr. Armstrong stated he hopes the level of communications and accessibility continue after this event. Mr. Snow thanked staff for their work on the Stay at Home Ordinance to be discussed, noting he felt it was a fair ordinance.

City Attorney Nate Dally reported on webinars he has attended in addition to daily staff meetings. He also discussed handling of exempt employees under the recently adopted COVID-19 leave policy.

Police Chief Greg Dagnan commended his Police Department staff for their hard work.

Fire Chief Roger Williams noted all Fire Department employees are healthy and gave a COVID-19 statistical update.

Public Works Director Zeb Carney reported his staff continues daily activities while dealing with the virus.

Parks & Recreation Director Mark Peterson reported on activity in the park and on the golf course. Staff continues to work in pods.

City Administrator Tom Short reported on the following: thanked staff for stepping up to continue level of services while trying to address everything going on with the virus, sales tax revenues, reduction in interest revenue, and a meeting regarding the Enhanced Enterprise Zone.

There was no old business to conduct.

Under New Business, C.B. 20-17 – An Ordinance authorizing the Mayor to enter into a contract with Guaranty Bank for Banking Services was placed on first reading with no action taken.

C.B. 20-18 – An Ordinance of the City of Carthage, Missouri, issuing a Stay at Home Order designed to slow the spread of COVID-19 within the City of Carthage, Missouri, and surrounding areas was placed on first reading with no action taken.

Mr. Snow made a motion, seconded by Mr. Collier, to follow the emergency protocol and advance Council Bill 20-18 to the second reading. Motion passed.

C.B. 20-18 – An Ordinance of the City of Carthage, Missouri, issuing a Stay at Home Order designed to slow the spread of COVID-19 within the City of Carthage, Missouri, and surrounding areas was placed on second reading. Mr. West said he felt like we were deciding which businesses can stay open and he would be voting against the Ordinance. Ms. Otero noted that it was happening at the state level, and we are only allowing police the ability to enforce the Order. Mr. Armstrong reminded that following the law is not a complicated matter, doing what's right is far more complicated. This is a joint, state-wide effort to slow the spread, and we need to seek ways to make it work and protect those most vulnerable. When asked his opinion by Mr. Barlow, Chief Dagnan said he felt the Ordinance was very liberal while allowing the Police Department the ability to enforce if guidelines are not followed. Mr. Daugherty discussed the need for law firms to remain opened. Mr. Dally reminded council members that the court system is limited right now but attorneys still need to deal with the judicial system and legal process. Mr. Daugherty feels the Ordinance wasn't too limiting while protecting citizen's best interest. Mr. Daugherty and Mr. Topete felt there was a need to educate on limiting shoppers in businesses. Roll call vote for C.B. 20-18 was 9 yeas and 1 nay. Ayes: Armstrong, Barlow,

Collier, Daugherty, Harrison, Newport, Otero, Snow and Topete. Mr. West cast the nay vote. The council bill was approved and numbered Ordinance 20-14.

Mr. Daugherty made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 4:25 PM.

_____
Dan Rife, Mayor

_____
Traci Cox, City Clerk

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MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
APRIL 3, 2020

The Carthage City Council met in Special session on the above date at 4:00 P.M. via Zoom video conference with Mayor Dan Rife presiding.

The following Council Members answered roll call via Zoom video conference: Juan Topete, James Harrison, Ray West, David Armstrong, Mike Daugherty, Ceri Otero, Darren Collier, Alan Snow, Kirby Newport, and Ed Barlow. City Administrator Tom Short and City Attorney Nate Dally were present.

The following Department Heads were present via Zoom video conference: Police Chief Greg Dagnan, Fire Chief Roger Williams, Public Works Director Zeb Carney, Parks & Recreation Director Mark Peterson and City Clerk Traci Cox.

Mr. Snow made a motion, seconded by Mr. Collier, to approve the minutes of the March 24, 2020 Council Meeting. Motion carried unanimously.

Emails received from citizens wishing to address the council were distributed to the council members prior to the meeting for review and consideration.

During Reports of the Councilmembers, Mr. Armstrong asked if a policy had been implemented addressing City staff during the pandemic. A policy will be brought to the council at a future meeting. Ms. Otero and Mr. Snow thanked staff for their communications and work during this event.

Fire Chief Roger Williams continues to perform Fire Department employee health checks daily and reported on a large fire affecting an area business.

Public Works Director Zeb Carney reported the Public Works Department continues to address issues as they change daily.

Parks & Recreation Director Mark Peterson reported staff is working in pods to segment key employees and reported on procedures that have been put into place to address public safety issues in the Parks Department.

City Administrator Tom Short reported on the following: staff is working on employee leave policies.

There was no old business to conduct.

Under New Business:

1. Consider and discuss termination of contract with Simmons Bank.

Simmons Bank began limiting business due to the coronavirus outbreak; however, they have now notified the City they will be closing the Carthage branch permanently. Closing of the Carthage branch is grounds for termination of the current contract. Ms. Otero made a motion, seconded by Mr. Armstrong, to terminate the contract with Simmons Bank. Motion carried.

2. Consider and discuss Stay at Home Order.

   Mayor Rife informed the Council that the intention of this meeting was to get an idea of support from the Council regarding a Stay at Home Order. Mr. Dally informed Council that an Order is currently being drafted, but the Order can be very restrictive or very broad. Council members were awaiting results of a scheduled briefing from Governor Parsons and the possibility of a state-wide Stay at Home Order. Members discussed the pros and cons of a City of Carthage Stay at Home Order. Mr. West stated he was against a Stay at Home Ordinance. Chief Dagnan stated he felt there was a need for an Order when asked by Mr. Barlow. Mr. Newport questioned the stance of local agencies regarding support of the Order. Mr. Armstrong discussed the need for a special meeting depending on actions of Governor Parsons. Mr. Harrison stated most citizens are doing what they are supposed to be doing but there was concern regarding those that were not. Mr. Snow informed Council Members that Governor Parsons had issued a Stay at Home Order. Mr. Collier stated there was now a need for an Ordinance to work with the Governor's Order. Mr. Barlow and Ms. Otero requested that staff determine what gaps needed to be filled and what needed to be done to allow enforcement of the Order. A special council meeting may be necessary to pass an Ordinance addressing these and other issues related to the Governor's Stay at Home Order.

3. Consider and discuss Mayor's Memos and a Motion to Amend Resolution 1897.

   Mr. Newport made a motion to strike "Canceling or suspending Council and/or Committee meetings or activities" from Resolution 1897. Mr. Dally informed members that a Motion to Suspend the Rules would need to be passed by a 2/3 majority prior to a Motion to Reconsider. Mr. Newport rescinded his motion.

Mr. Armstrong made a motion, seconded by Mr. Newport, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 5:30 PM.

_____

Dan Rife, Mayor

_____

Traci Cox, City Clerk

NEW BUSINESS

COUNCIL BILL NO. 20-17 **ORDINANCE NO. _____**

An Ordinance authorizing the Mayor to enter into a contract with Guaranty Bank for Banking Services.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Guaranty Bank, a copy of which contract is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

_____
Dan Rife, Mayor

ATTEST:

_____
Traci Cox, City Clerk

Sponsored by: Insurance, Audit & Claims

CONTRACT

City of Carthage Contract Identification Information:
Title: Mayor, Dan Rife FEIN # 44-6000157

AGREEMENT FOR BANKING SERVICES

THIS AGREEMENT is entered into the date last below written the **CITY OF CARTHAGE, MISSOURI ("CITY")** and **Guaranty Bank ("CONTRACTOR").**

1. SERVICES BY CONTRACTOR

Contractor shall perform the services described in the scope of work attached hereto as Attachment IA.

2. COMPENSATION

City shall pay Contractor for each of the services as set forth in the Proposal in accordance with the amounts and conditions specified in the Proposal. Fees will be paid through compensating balance or certificate of deposit credit or where specified in the Proposal through direct payment.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

B. Contract shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable Carthage City Code.

C. Violation of this Paragraph 3, shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

4. TERM AND TERMINATION OF AGREEMENT

A. The term of this Agreement shall be three years commencing April 15, 2020 through April 15, 2023. Upon mutual written consent, subject to the provisions for termination as set forth in this section, the City anticipates that this Agreement will be extended for two additional years. During extension periods, all terms and conditions of the existing Agreement shall remain in effect those mutually agreed to in writing and amended for the extension period.

B. This Agreement may be terminated by either party without cause upon ninety days' written notice, in which event all finished or unfinished documents, reports or other material or work of Contract pursuant to this Agreement shall be submitted to the City, and Contractor shall be entitled to just and equitable compensation or at the rate set forth in paragraph 2 for any satisfactory work completed prior to the date of termination

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Contractor harmless therefore.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The Accounting and Treasury Manager, shall be City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all charges, under this Agreement.

7. HOLD HARMLESS

A. Contractor shall protect, defend, indemnify and save harmless City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Contractor, its officers, employees and agents in performing this Agreement.

B. City shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or missions of City, its officers, employees and agents in performing this Agreement.

8. INSURANCE

Contractor shall maintain insurance as set forth in the bid documents.

9. SUBLETTING OR ASSIGNING CONTRACT

Neither City not Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

10. FUTURE SUPPORT

City makes no commitment and assumes no obligations for the support of Contractor's activities except as set forth in this Agreement.

11. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor.

12. ACTS OF INSOLVENCY

City may terminate this Agreement by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up liquidated, voluntarily or otherwise.

13. FORCE MAJEURE, SUSPENSION AND TERMINATION

In the event that either party is unable to perform its obligations under the Agreement, or to enjoy any of its benefits because of natural disaster or actions or decrees of governmental bodies (hereunder referred to as a "Force Majeure Event" or "Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the force Majeure Event for the period of such Event. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of Force Majeure Event, the party whose ability to perform has not been so affected may terminate the Agreement by giving written notice. If such Event shall affect the delivery day or warrant provisions of the Agreement, such date of warranty period shall automatically be extended for a period equal to such Event.

14. EXTENT OF AGREEMENT MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2020.

CONTRACTOR

Name:

By:

Title:

CITY OF CARTHAGE

By:

Name: Dan Rife

Title: Mayor, City of Carthage

Guaranty Bank

City of Carthage: Proposal of Banking Services

April 17, 2019

Background

- Acknowledged

General Account Descriptions

- Acknowledged

Bidding Instructions

- Acknowledged

Introduction of Mandatory Requirements

- Acknowledged. Guaranty Bank meets these qualifications.
- Location of Banking offices - Guaranty Bank has two (2) full-service banking centers located in Carthage. Banking Center address and hours are:
  - 312 W. Central Avenue and 2435 Fairlawn Drive
  - Lobby Hours: Monday – Friday 9:00 am – 5:00 pm
  - Drive Thru Hours: Monday – Friday 7:30 am – 6:00 pm

Proposal Stipulation Requirements

- Acknowledged
- The City of Carthage would currently rank at the top in size for commercial customers in Guaranty Bank's local market.

Evaluation of Proposals

- Acknowledged

Selection and Award of Contract

- Acknowledged
  - City of Carthage will earn an interest rate equivalent to the 91-Day Treasury Bill + 5 basis points.
  - 91-Day Treasury Bill rates will be verified on the first banking day of each month and the rate adjusted accordingly. This rate will be effective for the following month.

Scope of Banking Services

- Acknowledged

Required Banking Services

A. Standard Check Writing Availability:

- Agree

B. Deposits:

- Deposits can be made at Guaranty Bank's Carthage locations or any of our Banking Centers. **All deposits made by 6:00 PM receive same day credit.** Once a deposit is made it is viewable on Guaranty Bank's online banking system.
- If deposits need to be made after normal business hours, the City of Carthage may utilize our night depository box. For security, 10 locking bank bags will be provided.

C. Deposit Slips:

- Guaranty Bank will provide duplicate or triplicate deposit slips on all City of Carthage accounts at no charge.

D. Notification:

- Guaranty Bank will provide timely notification in the event of any insufficient funds check.
- Guaranty Bank will provide written documentation to the City of Carthage in the event of chargebacks, bank adjustments, errors or other adjustments.

E. Telephone Transfers:

- The City of Carthage may request funds transfers via telephone at no cost.
- Transfers requested before 5:00 p.m. will be credited to the same day's business.
- Request will be accepted from authorized signers after they are properly identified.
- Guaranty Bank will provide the City of Carthage with written documentation of telephone transfers via monthly statements.

F. Wires:

- Wires may be initiated by authorized personnel of the City of Carthage via in-person request, electronically submitted wire transfer order form, or Guaranty Bank's Online Banking system.
- Guaranty Bank will send wires as soon as possible after they are received. Wire cutoff times are:

Outgoing Wires	3:00 PM
Incoming Wires	5:00 PM
International (Using SWIFT only)	1:00 PM

- All wires require a call back verification from Guaranty Bank's Wire Department prior to being sent.
- The City of Carthage can designate roles for employees in the dual authorization process. For example, a wire request is received by Guaranty Bank from the City of Carthage. The employee who generated the request would not be able to verify the wire in the call back verification from Guaranty Bank's Wire Department, a second authorized employee would have to verify the wire.
- The dual control requirement can possibly add time to the wire verification process. Guaranty Bank will do everything possible to send wires in a timely manner, but it will be the responsibility of the City of Carthage to ensure the availability of authorized City of Carthage employees for the dual authorization process.
- Funds from incoming wires are considered collected funds at the time of receipt.

G. NSF Checks:

- All NSF checks deposited within the City of Carthage's accounts will be deposited a second time, at no charge.

H. Stop Payments:

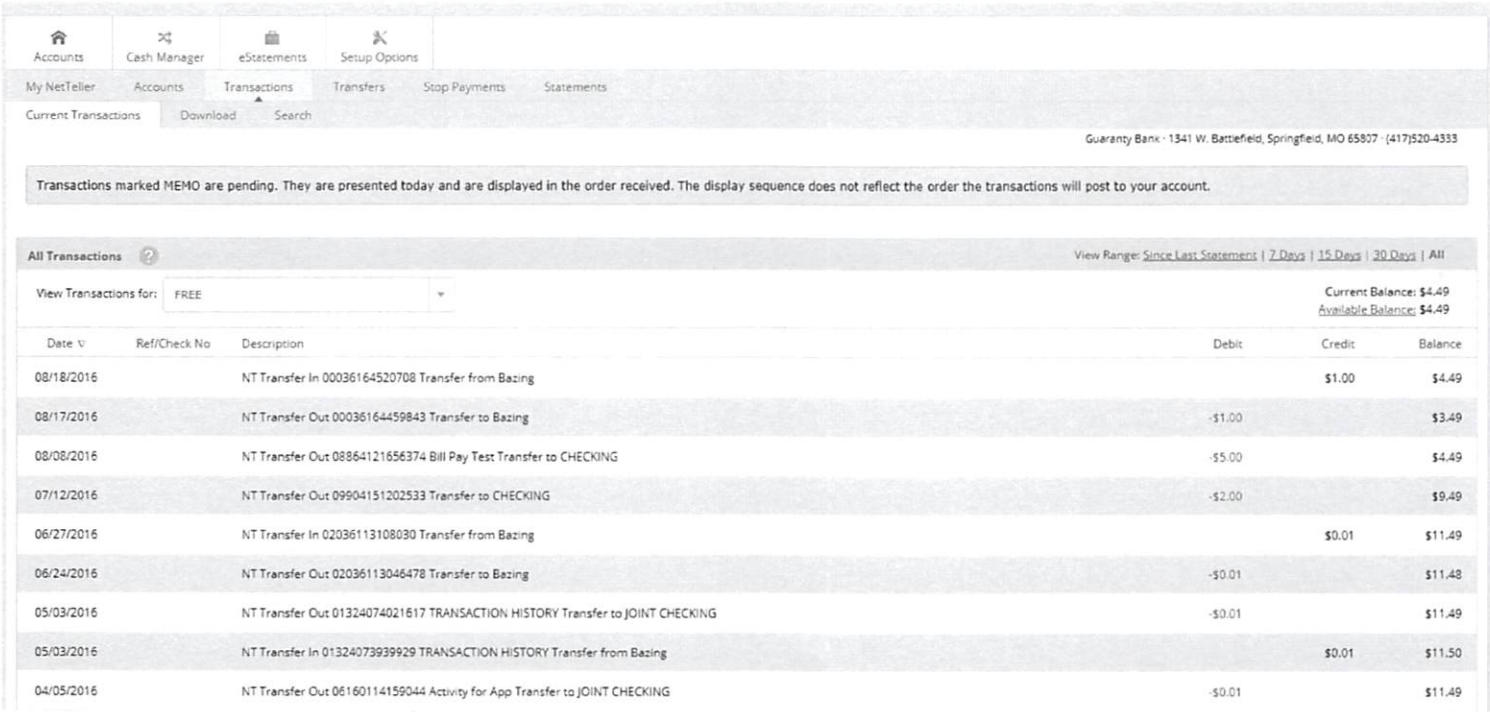
- Acknowledged

I. Online Banking Services:

- Current Day's Activity:

- The Guaranty Bank Online Banking system reports information to its users upon receipt of the transaction. Debits and credits posting to the account are memo posted and may be viewed immediately. Items receive final posting during day end processing every business day. Detailed descriptions and check/deposit ticket images are available at that time.

- Reports: The Guaranty Bank Online Banking system has the ability to create various banking reports.
  - Previous day activity and balance reports
  - Detailed activity reports containing information for a user-specified period of time
  - ACH reports



Date	Ref/Check No	Description	Debit	Credit	Balance
08/18/2016		NT Transfer In 00036164520708 Transfer from Bazing		$1.00	$4.49
08/17/2016		NT Transfer Out 00036164459843 Transfer to Bazing	-$1.00		$3.49
08/08/2016		NT Transfer Out 08864121656374 Bill Pay Test Transfer to CHECKING	-$5.00		$4.49
07/12/2016		NT Transfer Out 09904151202533 Transfer to CHECKING	-$2.00		$9.49
06/27/2016		NT Transfer In 02036113108030 Transfer from Bazing		$0.01	$11.49
06/24/2016		NT Transfer Out 02036113046478 Transfer to Bazing	-$0.01		$11.48
05/03/2016		NT Transfer Out 01324074021617 TRANSACTION HISTORY Transfer to JOINT CHECKING	-$0.01		$11.49
05/03/2016		NT Transfer In 01324073939929 TRANSACTION HISTORY Transfer from Bazing		$0.01	$11.50
04/05/2016		NT Transfer Out 06160114159044 Activity for App Transfer to JOINT CHECKING	-$0.01		$11.49

  - Wire reports
  - Cash Management User reports
- See Online Banking daily transaction example below:

J. Designated Account Liaison:

- Amanda Lansford will serve as the City of Carthage's Designated Account Liaison. Amanda has a previous experience managing the City of Carthage's banking relationship. They City of Carthage will also be provided with additional bank contacts to insure timely responses to the City's request.

Amanda Lansford, Corporate Services Development Officer
20 years of banking experience
Office: 417.885.0590
Cell: 417.793.1997
Email: alansford@gbankmo.com
Primary Contact

Becky Purinton, Vice President/Retail Banking Group Manager
22 years of banking experience
Office: 417.359.2117
Cell: 417.438.1214
Email: bpurinton@gbankmo.com
Primary Contact

Jeff Williams, President/Joplin Region
26 years of banking experience
Office: 417.520.0283
Email: jwilliams@gbankmo.com
Secondary Contact

Ashlee Radford, Vice President/Director of Corporate Services
20 years of banking experience
Office: 417.885.0502
Cell: 417.463.3530
Email: aradford@gbankmo.com
Secondary Contact

Devon Angus, Corporate Services Development Coordinator
12 years of banking experience
Office: 417.885.0529
Email: dangus@gbankmo.com
Secondary Contact

K. Reconciliation Services:

- Guaranty Bank will provide a detailed monthly printed statement to the City of Carthage as requested in the RFP. Statements are produced and generally sent via US Mail.
- The City of Carthage has the option of viewing, downloading, and printing statements online. Our online banking also allows the City of Carthage to download transactional information in multiple formats that can uploaded to most accounting software allowing for easy reconciliation (this may require some support from the accounting package software provider).
- Statements can also be provided in digital format on CD for easy access, storage, and added security.

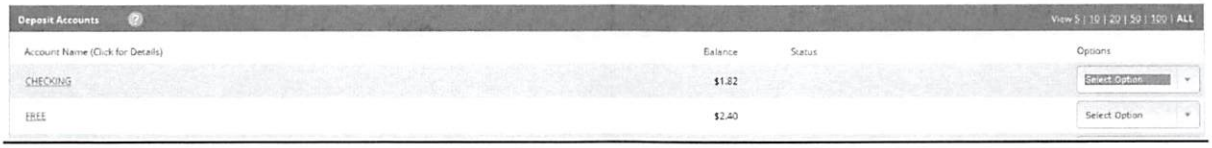
L. ACH Employee Payroll:

- Guaranty Bank agrees to provide the City of Carthage ACH direct deposit access at no cost.

Optional Banking Services

A. Stop Payments:

- Stop payments may be placed in person, via telephone, or via Online Banking by authorized personnel.
- Online stop payment request will be found on the City of Carthage's online banking home page under the Options, as seen below.



- Stop Payments may be placed on individual checks or a range of checks specified by the City of Carthage, as seen below.

- In order to process stop payments in a timely manner, Guaranty Bank asks that stop payment request be submitted by 6:30 p.m. 3 (three) days prior to the anticipated date of checking being presented to Guaranty Bank for payment.
- Stop Payments remain in effect for 6 months and are not automatically renewed.
- Ongoing protection for placed stop payments after 6-month maturity can be provided with Positive Pay (see details below).
- Stop Payments will be processed at no charge to the City of Carthage.

B. Online Banking:

- The Guaranty Bank Online Banking system reports information to its users upon receipt of the transaction. Debits and credits posting to the account are memo posted and may be viewed immediately. Items receive final posting during day end processing every business day; detailed descriptions and check/deposit ticket images are available at that time.
- Account transaction history is viewable and printable in Online Banking up to 9 months.
- E-Statements with images are viewable and printable in Online Banking up to 18 months.

C. Controlled Disbursements:

- Guaranty Bank offers the City of Carthage the use of Positive Pay for Controlled Disbursements.
- Positive Pay offers the City of Carthage protection against fraudulent check activity.
- The City of Carthage can import a file from its accounting system or manually enter issued items into the Positive Pay system.

- As checks are presented to the Bank for payment, they are compared to the submitted check register. Items that match are processed as normal. Any items that do not match are rejected and require approval from the City of Carthage before being processed.
- Exception items are approved by logging in to Guaranty Bank's Online Banking. Exceptions must be decisioned by 11:00 a.m.
- A daily account reconciliation and balance summary is available for viewing and may be uploaded into the City of Carthage's accounting system.
- Guaranty Bank will provide Positive Pay to the City of Carthage at no cost.

D. Guaranty Bank Credit Card with Corporate Liability:

- Guaranty Bank is able to offer the City of Carthage Corporate Credit Card products through Elan Financial Services (subject to qualifications). Elan Financial Services offers various types of Corporate Credit Cards. The Visa Community Card is specifically designed for non-profits and municipalities. The benefits include:
  - Consolidated statements
  - Free management reporting
  - Generous credit line
  - Dedicated cardmember service
  - Employee Cards with individualized limits
  - Rewards Program with cash back option ($99 annual fee)
  - Pay in full
  - No personal guarantee
  - See attached application in Appendix A

Other Value Added Services

A. Insured Cash Sweep:

- Guaranty Bank offers the City of Carthage an FDIC insured, Promontory Network Insured Cash Sweep (ICS) product which moves excess funds from your transaction account into a money market account. Interest rate and other account information is provided via monthly statement and is also accessible through an online customer portal.
- Funds are swept after being collected from the paying bank. This is generally one business day after the business date of deposit. Once funds are swept, there is a one business day processing time as well. For example, a deposit made on Monday is collected on Tuesday and swept to the ICS program at the close of business. The ICS program receives the funds on Wednesday morning and credits the account as of that day. Should funds from ICS be needed to cover transactions, the transfer occurs, and credit is given to the Guaranty Bank transaction account on the day the funds are needed and withdrawn from the ICS program on the following business day.
- The standard monthly fee of $35 for the Cash Sweep program will be waived for the City of Carthage.

B. Work Perks:

- In addition to serving the banking needs of the City of Carthage, Guaranty Bank will provide special banking perks to employees of the City of Carthage through its Work Perks program. This program is offered at no charge, and includes the following benefits:
  - Cash incentive with qualifying direct deposit

- Free Online Banking Service
- Free box of checks
- Discounts on Mortgage loans
- Interest Rate bump on HSA account
- Discount on Safe Deposit Box
- Referral Program

- See Appendix B for more information.

C. Merchant Services:

- Guaranty Bank offers merchant credit and debit card processing though Elavon to the City of Carthage. The features include:
  - Customized pricing.
  - Multiple payment processing options to fit your processing needs.
  - Local service and support by Guaranty Bank's Corporate Services team.

D. Remote Deposit Capture:

- Guaranty Bank offers the City of Carthage Remote Check Deposit Capture to assist with processing deposits at no charge. Remote Deposit includes the following features:
  - Allows the City of Carthage to make deposit of paper items (checks) into their Guaranty Bank Checking Account without leaving the office.
  - Deposits may be submitted 24-hours a day but must be processed by 5:30 PM central time to be processed with same-day credit to the account.
  - 24/7 access to view check images from current and previous deposits, and all data is stored indefinitely.
  - All deposits are transmitted via a secure, web-based program.
  - CAR/LAR Technology will save data entry time by reading and populating most check dollar amounts within the processing program.
  - Customer support and technical support provided by Guaranty Bank Corporate Services team.

E. Safe Deposit Boxes:

- Guaranty Bank will provide adequate safe deposit space to accommodate the needs of the City of Carthage at no cost.

F. Automatic Withdrawal for Utility Customers:

- Guaranty Bank will provide the City of Carthage the ability to establish and transmit the requested payments via our Automated Clearing House Service.
- City of Carthage maintains signed customer authorizations detailing the terms of the payment arrangement and the account specified for debit.
- Payment batches can be created for one-time payments; however, once created, batches containing payment information for customers with re-occurring payments can be stored increasing the efficiency of the ACH process. Editing these batches is easy and user-friendly.

Securities:

- Acknowledged. All City of Carthage Funds will be secured by the deposit of securities valued at 105%. Funds placed with Guaranty Bank above the covered FDIC limit

(currently $250,000) will be collateralized by either eligible pledged securities or Federal Home Loan Bank Letter of Credit.

- As another option available to the City of Carthage for the purpose of funds securities is Insured Cash Sweep.
    - Guaranty Bank offers the City of Carthage an FDIC insured, Promontory Network Insured Cash Sweep (ICS) product which moves excess funds from your transaction account into a money market account. Interest rate and other account information is provided via monthly statement, and is also accessible through an online customer portal.
    - Funds are swept after being collected from the paying bank. This is generally one business day after the business date of deposit. Once funds are swept, there is a one business day processing time as well. For example, a deposit made on Monday is collected on Tuesday and swept to the ICS program at the close of business. The ICS program receives the funds on Wednesday morning and credits the account as of that day. Should funds from ICS be needed to cover transactions, the transfer occurs, and credit is given to the Guaranty Bank transaction account on the day the funds are needed and withdrawn from the ICS program on the following business day.
    - The standard monthly fee of $35 for the Cash Sweep program will be waived for the City of Carthage.

Documents Available Upon Request:

- Acknowledged

The City of Carthage's Current Banking Structure:

- Acknowledged

RFP Coordinators:

- Acknowledged

Guaranty Bank

Testimonials and References:

City of Oronogo
"*Guaranty Bank always goes above and beyond for the City of Oronogo and strives to make our banking experience as convenient as possible. I would highly recommend Guaranty Bank to any business or organization that is looking for top notch customer service."*
Cyndi Jennings
City Clerk, The City of Oronogo

Springfield-Greene County Library District
"My favorite thing about Guaranty Bank is their top-notch customer service through all means of communication. We interact with banking associates on a regular basis by phone, email and in-person. At every step we are met with swift service and knowledgeable answers to our questions. Whether it is Alex in online-banking, Devon in Corporate services, or any teller at the branch, we receive excellent service. In our minds, it is a plus to deal with a local bank and not a corporate conglomerate across the country. Relationships are key in our business."
Regina Greer Cooper
Executive Director, Springfield-Greene County Library District

Community Foundation of the Ozarks
"We are grateful for the partnership we have with our friends at Guaranty Bank. With our mission of helping to enhance the quality of life in the Ozarks, we have millions of dollars of funds that come in and go out for philanthropic purposes each month. The great team at Guaranty has been so very helpful meeting our complex banking needs."
Brian Fogle
President, Community Foundation of the Ozarks

Ozarks Technical Community College
417-447-4842
Sharon Day, Associate Vice Chancellor
Jill Cox, College Director for Finance

City of Ozark
417-581-2407
Mary Edna Wilson, Finance Director

* Additional references available upon request

Guaranty Bank

Appendix A

FOR SECURITY PURPOSES, COMPLETED APPLICATIONS MAY NOT BE RETURNED VIA EMAIL

VISA® CommUNITY **CARD APPLICATION**

GROW YOUR ORGANIZATION

WITH PURCHASING POWER AND SPENDING TOOLS.

Give your non-profit or municipality the opportunity to get something more.

The Visa CommUNITY Card is the perfect way to manage finances for your organization. Take a look at what it offers...

- Consolidated statements
- Free management reporting
- Generous credit line
- Dedicated cardmember service
- Rewards program
- Pay in full

Take Control of Your Organization's Finances.

The Visa CommUNITY Card is designed for non-profits and municipalities seeking an easier way to manage cash flow and expenses. Enhanced reporting helps document expenses, track purchases, reveal spending patterns, organize budgeting information and save time on accounting procedures.

No Personal Guarantee Needed
Credit approval is based on your Organization, not your personal assets.

Dedicated Servicing Group
To ensure all your needs are handled quickly and efficiently, Cardmember Service is your single point of contact to assist with account changes or additions, or to answer any questions you may have. Cardmember Service, based in the U.S., is available 24 hours a day, seven days a week.

Consolidated Statements
Organization will receive central billing in one statement each month showing all charges at a single glance. Charges are grouped by cardmember.

Rewards Program
Help reduce expenses with a rewards program. Earn one point per dollar spent on eligible net purchases[1] and redeem for flights with no blackout dates, 1% cash back†, gift cards or merchandise with no earnings caps! Rewards points from all CommUNITY cards are pooled to one central account.

CASH BACK unlimited 1%. | TRAVEL no black-out dates. | MERCHANDISE electronics, decor, gifts and more. | GIFT CARDS leading restaurants, retailers and more.

Free Online Reporting
Our free, comprehensive online management reporting tool can track spending on a monthly, quarterly, annual or YTD basis. You can view your spending by category. Your reports can be customized and your data displays in a clean, easy-to-read format that can be downloaded to a PDF.

Apply Today!

We may change fees and other Account terms in the future based on your experience with Elan Financial Services and its affiliates as provided under the Cardmember Agreement and applicable law.

[1] See Rewards Program Rules on page 6.

† See footnote after Rewards Program Rules on page 6.

Guaranty Bank

FOR SECURITY PURPOSES, COMPLETED APPLICATIONS MAY NOT BE RETURNED VIA EMAIL

VISA® CommUNITY **CARD APPLICATION** **CHECK LIST**

EVERYTHING LISTED BELOW MUST BE INCLUDED IN THE FAX.

REQUIRED **ENTIRELY COMPLETED Application Pages 4 and 5.**

APPLICATION

- **1. Product Selection**
  - ☐ Ensure product is selected (Non-Profit or Municipality, Rewards or No Rewards)
- **2. Organization Information**
  - ☐ Ensure all fields have been completed.
    Note: Any missing information could delay the processing of your application and require additional calls.
- **3. Authorized Officer Information**
  - ☐ Ensure all fields have been completed.
  - ☐ Ensure AO has signed in **both** areas on page 5
    Note: Any missing information could delay the processing of your application and require additional calls.
- **4. Certificate of Authority**
  - ☐ Ensure this section is signed by the Authorized Officer of your Organization (President, SVP, VP, CEO, CFO, etc.)
  - ☐ Ensure this section is also signed by a second signer (if required by your Organization)

DOCUMENTATION AND REQUIREMENTS

- **Legal Identity Documentation**
  Must be established a minimum of two years. Legal Organization name on the Application must match the Legal Organization name on the Identity Document and Financial Documentation (e.g. Balance Sheets, Income/Cash Flow Statements, Tax Returns or Audited Financial Statements).

REQUIRED **Include one of the following documents:**

- ☐ Articles of Incorporation, or
- ☐ Trust Instrument, or
- ☐ Secretary of State Filing, or
- ☐ Certificate in Good Standing, or
- ☐ Government-Issued Business License

- **Financial Documentation:**

REQUIRED ☐ **Two Years' Financials (audited recommended):**
If older than four months, current year interim financials needed.

- ☐ Balance Sheets **(Required)**
- ☐ Income Statements **(Required)**
- ☐ Cash Flow Statements (Recommended)
- ☐ Audited, Reviewed, Compiled financial statements or Tax Returns are **Required** for limits >$50k

Missing or incomplete information or documentation could delay the processing of your application and require additional calls.

Guaranty Bank

FOR SECURITY PURPOSES, COMPLETED APPLICATIONS MAY NOT BE RETURNED VIA EMAIL

VISA® CommUNITY **CARD APPLICATION** **FAX COVER LETTER**

FOR INTERNAL USE ONLY

REQUIRED **1. MUST BE COMPLETED by the Financial Institution.**

Organization Legal Name:		
Employee Receiving Credit – Elan Location Code (not Branch or ID number)	Employee Receiving Credit – Officer ID (eight characters max, alpha or numeric)	Employee Receiving Credit – Branch ID (your Branch number, nine characters max, alpha or numeric)
Employee Receiving Credit – First Name	Employee Receiving Credit – Last Name	Employee Receiving Credit – Phone Number
Employee Receiving Credit – Email Address		

REQUIRED **2.** Enter **Elan Location Code** on the top of the Application, Pages 4 and 5.

REQUIRED **3.** Include **ALL REQUIRED** Documentation listed on page 2 and the **COMPLETED** Application Pages 4 and 5 with this FAX Cover Letter.

FAX TO: 866.509.6772 Number of Pages (including Cover Letter):_____

FROM: _____ Telephone Number: ( ) _____ - _____

Email Address: _____

Financial Institution Name: _____

Guaranty Bank

FOR SECURITY PURPOSES, COMPLETED APPLICATIONS MAY NOT BE RETURNED VIA EMAIL

VISA® CommUNITY CARD APPLICATION

Elan Location Code (Required)

If no Location Code indicated, App can not be processed.

CARD OPTIONS CHOOSE ONE

ATTENTION **APPLICATION MUST BE COMPLETED AND ALL SECTIONS MUST BE SIGNED**
Any missing information or signatures could delay the processing of your application and require additional calls.

Non-Profit (NP)

☐ **Visa CommUNITY Card (No Rewards)** COCV SC 07415 PC 4045 KP:B

☐ **Visa CommUNITY Card w/Rewards** COCV SC 07416 PC 4047 KP:B

Municipalities (MU)

☐ **Visa CommUNITY Card (No Rewards)** COCV SC 07417 PC 4045 KP:B

☐ **Visa CommUNITY Card w/Rewards** COCV SC 07418 PC 4047 KP:B

Note: If no selection is made or both products are selected, we will process your application for a Visa CommUNITY Card (No Rewards).
SEE SUMMARY OF ACCOUNT TERMS ON PAGE 6 FOR FEES AND OTHER COST INFORMATION.

ORGANIZATION INFORMATION

Organization Name to Appear on Card (maximum of 21 characters)				Tax ID Number
Organization Legal Name				
Street Address (No PO Boxes Allowed, U.S. Addresses Only)			Suite/Unit #	City
State	ZIP Code	# of Years at Address	Organization Website Address (if applicable)	
Doing Business As (DBA) Name			Doing Business As (DBA) Street Address (NO PO Boxes Allowed, U.S. Addresses Only)	
City			State	ZIP Code
Mailing Address (If Different Than Above)			City / State	ZIP Code
Year Organization Established	Organization Phone Number ( ) –		Organization Fax Number ( ) –	
Gross Annual Sales: $			Total Organization Anticipated Monthly Credit Card Spend: $	

ORGANIZATION STRUCTURE AND CASH ACCESS

Legal Structure: ☐ Non-Profit ☐ Municipality

Nature of Business (Describe your organization in 5 words or less.)

Expected Monthly Cash Transactions (Provide the average of all expected monthly cash transactions that you may make on this card account. Cash transactions include any cash advances or cash equivalent transactions such as purchasing traveler's checks.)
$ (If none, write $0)

Expected Monthly International Transactions (Provide the average of all expected monthly international transactions that you may make on this card account, including credit card purchases originating from or going to another country.)
$ (If none, write $0)

Does the Organization offer check cashing services, issue traveler's checks or money orders, provide money transmission services or foreign exchange services, or offer prepaid cards? ☐ Yes ☐ No

Do you operate a non-bank privately owned ATM on site? ☐ Yes ☐ No

Type of Industry: ☐ Agriculture, Forestry, Fishing ☐ Construction ☐ Finance, Insurance, Real Estate ☐ Manufacturing ☐ Mining ☐ Public Administration ☐ Retail Trade ☐ Services ☐ Transportation ☐ Other

Industry Sub Group (e.g. Women's clothing if Retail Trade selected above)

NAICS Code: 6-digit Business Classification Code. (See www.naics.com/search to locate code.)

Cash access enabled on any organization cards? ☐ Yes ☐ No

ORGANIZATION ACCOUNT RELATIONSHIP INFORMATION

Enter your total assets and length of relationship with this Financial Institution.

Combined Checking, Savings and Money Market Accounts
$

Combined Investment and Retirement Accounts
$

Please provide the length of time, in years, that you have had a financial relationship with this Institution (if applicable):
Years

ORGANIZATION LOCATIONS

Country of Formation: (If "Other" provide country name.)
☐ USA ☐ Other

Can the business entity issue bearer shares?
☐ Yes ☐ No

Country of Primary Organization Operations: (If "Other" provide country name.)
☐ USA ☐ Other

Guaranty Bank

FOR SECURITY PURPOSES, COMPLETED APPLICATIONS MAY NOT BE RETURNED VIA EMAIL

VISA® CommUNITY CARD APPLICATION

Elan Location Code (Required)

If no Location Code indicated, App can not be processed.

AUTHORIZED OFFICER INFORMATION

The Authorized Officer must be authorized by the Organization to execute binding agreements on the Organization's behalf and is required to be a cardmember. Upon approval, the Authorized Officer will automatically be issued a card.

Authorized Officer Name (First, Middle, Last)	Suffix	Authorized Officer's Organization Title ☐ President ☐ Owner/Proprietor ☐ Vice President ☐ Treasurer ☐ Partner/Principal ☐ COO ☐ CEO ☐ CFO ☐ General Manager ☐ Managing Member
Home Street Address (No PO Boxes Allowed, U.S. Addresses Only)		Suite/Unit #
City	State / ZIP Code	Date of Birth / / — Social Security Number – –
Primary Phone Number ( ) –	Organization Phone Number ( ) –	Anticipated Monthly Spend $ — Cash Access? ☐ Yes ☐ No

IMPORTANT TERMS AND APPLICANT AGREEMENT

The Authorized Officer (the "Applicant") signing this application is applying, on behalf of Organization, for a Visa CommUNITY Card Account ("Account") issued by Elan Financial Services ("we," "us" or "our"). If the Organization is approved for an Account, the Applicant requests and directs us to open an Account and to issue Visa CommUNITY Cards ("Card", "Cards") to the Applicant and to any individual employee applicants ("Employee Applicants") of the Organization as designated by the Applicant on this application or its addendum, or by any process agreed to by us and the Organization. The Applicant certifies that (i) the execution, delivery and performance of this application has been authorized by all necessary corporate action by the Organization, evidence of which action will be provided upon request; and (ii) the Applicant is authorized to bind the Organization to the terms of this application and the Applicant Agreement, as further evidenced in a duly executed Organization Certificate of Authority. At the time the Account is opened, the Applicant and each Employee Applicant will be issued a Card and a Cardmember Agreement governing individual use of the Account and Cards. Use of the Card or the Account will signify acceptance of the terms of the Cardmember Agreement, which may be amended from time to time. We reserve the right to consider the Organization for a lower spending limit if one was requested. As long as the Account is open, we may obtain credit reports about the Organization from time to time. The Applicant understands and agrees that the Organization is solely liable for all charges made to the Account, including all Cards designated by the Organization. The Applicant understands and agrees that we may increase or decrease the spending limit assigned to the Account and/or the Cards within the Account or close the Account at any time based on our credit guidelines, credit report information, Account history, or the financial circumstances of the Organization. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. All applicants must be at least 18 years old and agree that Accounts and Cards will be used primarily for business purposes, and not personal, family, or household purposes. You further agree that in order to open and administer the Account that may be established as a result of this application that we and the correspondent financial institution that solicited this application may share certain information about you and your ongoing Account activity. Information from this application may be shared with our affiliates. Cash access is subject to credit approval. You certify that to the best of your knowledge, the information provided about yourself, the name and address provided for the legal entity customer, and the information provided about the individual(s) with control over the legal entity customer is complete and correct.

SIGNATURE

By signing below, you certify that you read and understood the Important Terms and Applicant Agreement and you agree to the terms of this application.

Signature of Authorized Officer X	**Date** / /

ORGANIZATION CERTIFICATE OF AUTHORITY

Authorized Officer signing this section must be the same person listed in the section above.

The Undersigned certifies that

_____(Name), _____(Title), ("Authorized Officer") is authorized by Organization to enter into and execute this Visa CommUNITY Card Application on behalf of Organization, thereafter binding the Organization to the terms of the Visa CommUNITY Card Applicant Agreement, and further, that the signature appearing below is his/her genuine signature.

Signature of Authorized Officer X	Signed this day of (month) (year)
Signature of Secretary or Assistant Secretary (If required by your Organization.) X	**Printed Name of Secretary or Assistant Secretary**
Legal Name of Organization (Legal Organization name must match the Legal Organization name on the Identity Document.)	

INDIVIDUAL EMPLOYEE INFORMATION

(Photocopy the application for additional employees.) — Complete if you would like to allow other users on this account. The Individual Employee information will not be used to determine creditworthiness for approving this application, nor will they share liability for the account.

Name of Employee (First, Middle, Last)	Suffix	Date of Birth / /	Social Security Number – –
Anticipated Monthly Spend: $	Cash Access? ☐ Yes ☐ No		
Name of Employee (First, Middle, Last)	Suffix	Date of Birth / /	Social Security Number – –
Anticipated Monthly Spend: $	Cash Access? ☐ Yes ☐ No		
Name of Employee (First, Middle, Last)	Suffix	Date of Birth / /	Social Security Number – –
Anticipated Monthly Spend: $	Cash Access? ☐ Yes ☐ No		

Guaranty Bank

FOR SECURITY PURPOSES, COMPLETED APPLICATIONS MAY NOT BE RETURNED VIA EMAIL

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Summary of Visa Account Terms

Payment Information	Visa CommUNITY Card (No Rewards)	Visa CommUNITY Card with Rewards
All charges made on this CommUNITY Card are due and payable by the Payment Due Date shown on your periodic statement.		
Fees		
Annual Fees	**None**	**$99.00** (Authorized Officer) **None** (Authorized Employees)
Transaction Fees		
• Convenience Check Cash Advance[1]	Either **4%** of the amount of each advance or **$10** minimum, whichever is greater	
• Cash Advance	Either **4%** of the amount of each advance or **$10** minimum, whichever is greater	
• Cash Equivalent Advance	Either **4%** of the amount of each advance or **$20** minimum, whichever is greater	
• Overdraft Protection[2]	Either **4%** of the amount of each advance or **$10** minimum, whichever is greater	
• Foreign Transaction	**2%** of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars. **3%** of each foreign purchase transaction or foreign ATM advance transaction in Foreign Currency.	**None**
Penalty Fees		
• Late Payment	Either **3%** of the amount of the outstanding balance or **$39** minimum, whichever is greater	
• Returned Payment	**$35**	
• Overlimit	**$35**	**None**

Contact For Updates: The information about the costs of the card described in this application is accurate as of January 1, 2019. This information may have changed after that date. To find out what may have changed, call us at 866.552.8855 (we accept relay calls) or write us at PO Box 6353, Fargo, ND 58125-6353.

[1] Not all products receive Convenience Checks.

[2] Not all products/financial institutions offer Overdraft Protection.

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Rewards Program Rules: Rewards are earned on eligible Net Purchases. Net Purchases are purchases minus credit and returns. Not all transactions are eligible to earn rewards, such as Advances, Balance transfers, and Convenience Checks. Account must be open and in good standing to earn and redeem rewards and benefits. Upon approval, refer to your Cardmember Agreement for additional information. From the date you open your Account until your Account is closed, you will receive one reward point for each dollar of Net Purchases charged to a Visa CommUNITY card with Rewards Account during each statement period. Reward points will not be awarded to a cardmember for net purchases during a statement period if the cardmember's Account is not open and current (not past due or overlimit) on the statement closing date. You may not redeem Points, and you will immediately lose all of your Points, if your Account is closed to future transactions (including, but not limited to, Program misuse, failure to pay, bankruptcy, or death). Reward points will be earned and redeemed at the organization level. Reward points may be redeemed for airfare (subject to the maximum ticket price and redemption schedule set forth in the Rewards Program Rules), name brand merchandise, gift certificates or Cash Back†. We cannot control how merchants choose to classify their business and reserve the right to determine which purchases qualify. Points expire three years from the end of the quarter in which they are earned. Rewards are administered by a third party.

† Rewards points can be redeemed as a cash deposit to a checking or savings account with this Financial Institution only, within seven business days, or as a statement credit to your CommUNITY Card account within one to two billing cycles.

The creditor and issuer of your CommUNITY Card is Elan Financial Services, pursuant to a license from Visa U.S.A. Inc.

Guaranty Bank

Appendix B

All Work Perks Checking Accounts Include

$100 cash incentive direct deposited when the first auto-debit/credit is posted

Free initial Visa® debit /ATM card

Free Visa® credit card (Bonus Rewards or Platinum)

Free initial order of standard checks

Free online banking and bill payment (with eStatements)

Free mobile banking and mobile check deposit

Free teller phone and local customer call center

$25 Refer-a-Friend reward*

Mortgage Loan

$300 closing credit on a fixed rate mortgage (discount must be requested at time of application)

Free credit homebuyer's analysis

Health Savings Account

Increase of 0.25% applied to standard Guaranty Bank HSA tiered rate for employers offering high-deductable health plans

Safe Deposit Box

$15 credit toward the rental of any size available safe deposit box

Guaranty Bank

Your Life. Your Money. Your Bank.

417.520.4333 / gbankmo.com

MEMBER FDIC

*Receive a $25 direct deposit for each new checking, savings or money market account customer you refer. Each new account must remain open and be in good standing for at least 90 days to receive the $25 reward payment. You may not refer other members of your Work Perks group to earn a reward payment. Reward payments will be credited directly to your Guaranty Bank account.

Open Online with Promo Code PERKS100

WORK PERKS Guaranty Bank

$100. To spend on whatever you want.

Get $100 when you open a checking account with Work Perks from Guaranty Bank. Then spend it on the things that make you happy.

City of Carthage MISSOURI

Guaranty Bank

ATTACHMENT I

CITY OF CARTHAGE
PROPOSED FEE STRUCTURE

Financial Institution Guaranty Bank

Executing Official Amanda Lansford

Senior Officer Liaison to City Amanda Lansford and Jeff Williams

Day to Day Contact Person Amanda Lansford

The Bid for the City of Carthage accounts will be the floating rate as described above Please designate if the bid would be different if the contract was signed for more than 2 years and detail extended contract options not to exceed 5 years.

OTHER BANKING SERVICES	Initial Fees	Ongoing Fees
Checks Paid	$0	$0
Deposit Check returns	$0	$0
Coin/Currency deposits	$0	$0
Deposits Posted	$0	$0
Direct Deposit	$0	$0
Online Services (ALL)	$0	$0
Purchasing Cards	See Appendix A	See Appendix A
Wire Transfer Fees	$0	$0
Stop Payment Fees	$0	$0
Deposit Slips (Triplicate)	$0	$0
Printed Checks (selected accounts)	$0	$0
Courier	NA	NA
Bank Bags	$0	$0
Phone Transfers	$0	$0
Internet Banking Services	$0	$0
ACH Transactions (ALL) credits, debits, returns, transmissions etc.	$0	$0
Written Documentation requests (ALL) (ie: bank adjustments, charge backs)	$0	$0
Credit Card Services	See Appendix A	See Appendix A
TOTAL	$0	$0

Include a separate sheet for all other fees not listed above.

COUNCIL BILL NO. 20-18 **ORDINANCE NO.** ____

AN ORDINANCE OF THE CITY OF CARTHAGE, MISSOURI, ISSUING A STAY HOME ORDER DESIGNED TO SLOW THE SPREAD OF COVID-19 WITHIN THE CITY OF CARTHAGE, MISSOURI, AND SURROUNDING AREAS.

WHEREAS, on March 19, 2020 the City Council passed Ordinance 20-08, prohibiting public gatherings of more than 10 persons; and,

WHEREAS, the Missouri Department of Health has as of April 1, 2020 advised that Jasper County, Missouri has 5 confirmed positive cases of COVID-19; and

WHEREAS, COVID-19 can result in mild or severe symptoms with the elderly population and those with serious underlying health conditions being most at risk from COVID-19, which in some cases may be fatal; and

WHEREAS, COVID-19 is highly contagious, and is spread through close contact between persons and respiratory transmission and poses a serious health risk for all Carthage residents and visitors; and

WHEREAS, after consultation with City, County and State officials there continues to reasonably appear to exist a state of civil emergency which requires a response by the City Council to protect human life from the continued spread of COVID-19, including a directive that the citizens of the City stay-at-home to limit social contact and the spread of COVID- 19; and

WHEREAS, the intent of this Ordinance is to ensure that the maximum number of people remain in their places of residence to the maximum extent feasible, while enabling essential services to continue, to slow the spread of COVID-19 within the City of Carthage. When people leave their place of residence, whether to obtain or perform essential services, or to otherwise facilitate authorized activities, they should at all times reasonably comply with Social Distancing Requirements; and

WHEREAS, "[a]ny person ... who shall leave any ... quarantined house or place without the consent of the health officer having jurisdiction, or who evades or breaks quarantine or knowingly conceals a case of contagious, infectious, or communicable disease, or who removes, destroys, obstructs from view, or tears down any quarantine card, cloth, or notice by the attending physician or by the health officer, or by direction of the property health officer, shall be deemed guilty of a class A misdemeanor" pursuant to §192.320, RSMo.

WHEREAS, RSMo 192.290 grants the City of Carthage authority enact, ordinances, rules, and regulations that may be necessary for the City as they relate to the Public, Health, and Welfare consistent with RSMo 192. In addition, RSMo Chapter 44.080 and Article 8 of the City Code grants the authority enact ordinances and rules to provide for the health and safety of persons

WHEREAS, On April 3, 2020 the Governor and the Director of the Missouri Department of Health and Senior Services issued a Statewide "Stay Home Missouri" order. That order pursuant to RSMo, 192 permitted local authorities to make further ordinances, rules, regulations and orders that were consistent with the April 3, 2020 order. The Statewide order is in effect from 12:01 AM Monday April 6, 2020 until 11:59 P.M. April 24, 2020, unless extended by further order of the Director of the Department of Health and Senior Services.

DRAFT

NOW, THEREFORE, to control the spread of COVID-19 to protect the safety and welfare of the citizens and visitors of the City of Carthage, Missouri, the City hereby adopt in, the Statewide "Stay Home Missouri" order, signed by the Director of the Missouri Department of Health and Senior Services, attached to and incorporated in full.

IT IS FURTHER ORDERED

1. That the City of Carthage adopts in full with all extensions to, the Missouri Stay Home Order issued and signed by the Missouri Department of Health and Senior Services on April 3, 2020, attached hereto and incorporated in full.
2. This Ordinance shall be observed throughout the City and any violation of THIS Ordinance is a Misdemeanor punishable by a fine up to $500. Nothing herein shall limit any other laws, orders or policies of the city. Nothing herein limits the enforcement of any current or any future order of the Governor or the Department of Health and Senior services by any legal means.
3. This Ordinance shall be in effect beginning 12:01 A.M., Wednesday, April 8, 2020, and shall remain in effect until the expiration of the Department of Health and Senior Services Order, attached. This order will follow any extension pursuant to any extension issued by the Director of the Department of Health and Senior Services of the Statewide "Stay Home Missouri" order with said extensions not to exceed the duration of the effective period of Governors Executive Order 20-02.

Emergency Ordinance. This Ordinance shall be considered an emergency ordinance passed as an emergency measure under the terms of the Charter of the City due to unforeseen circumstances and delay would hinder the effective delivery of Municipal services.

PASSED BY THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, this _____ day of April 2020.

_____

Mayor Dan Rife

ATTEST:

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_____

Traci Cox, City Clerk

APPROVED AS TO FORM:

_____

Nate Dally, City Attorney

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CORRESPONDENCE

City of Carthage
COVID-19
Leave Policy

PURPOSE:

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

As of April 1, 2020, all City employees, with the exception of Emergency Responders, will be eligible to receive up to 80 hours of paid emergency sick leave specifically for COVID-19 ***qualifying reasons***. This emergency sick leave is in addition to current sick leave balances. Part-time employees will be eligible to receive a pro-rated amount of paid emergency sick leave for COVID-19 ***qualifying reasons*** equal to the employee's average number of hours worked. However, if an eligible employee has remote work options available, he/she cannot choose to use this paid leave in lieu of performing available work. This emergency sick leave will only be available through December 31, 2020 and may only be used for *COVID-19* ***qualifying reasons***.

In an effort to minimize the spread of COVID-19 outbreak, city facilities will remain closed to the public. This closure will be evaluated daily as information is received from federal, state and local officials. During the closure, department functions will continue in a timely manner without sacrificing or cutting services to the extent possible. While city facilities are closed, some employees must remain working at their work location, some will work remotely and others will be assigned to stay at home without working. This information will provide leave guidance during the closure and for those employees impacted by COVID-19 in compliance with the Families First Coronavirus Response Act (FFCRA). Additionally, all work related travel and training will be curtailed until further notice.

STAY AT HOME ORDER - *(Effective April 6 through April 24)*

Based on the Stay at Home Order declared by the Governor, City employees will be categorized into the following three groups:

- **Emergency Responders:** Emergency Communications, Fire, and Police Department employees.
- **Essential Operations:** Employees whose work is essential for business necessity. For example, ensuring payroll functions, IT support, compliance, public safety outside of Emergency Responders, etc.
- **Non-Essential Operations:** Employees whose work, while important, falls outside the categories outlined above.

Emergency Responders noted above will continue to report to work as normal. If required to quarantine or isolate due to an unrelated work exposure, paid administrative leave will be authorized for the required timeframe.

Essential Operations staff may be asked to work remotely, but work may also require in-office work and

some positions will require an at work assignment based on the nature of the work (i.e. fieldwork). Availability during normal business hours is expected, unless otherwise approved by the Department Head. Any rare instances in which work is not available and the supervisor has received appropriate approval; such time will be treated as paid administrative leave, unless one of the leave options outlined below applies.

Non-Essential Operations staff will continue to perform their current work or be re-directed to other work assignments and whenever possible this work will be remote. If no such assignment is available, staff must be ready and available to report to work during normal working hours. If work is not available and the supervisor has received appropriate approval, such time will be treated as paid administrative leave, unless one of the leave options outlined below applies.

Employees may be provided remote work or stay at home opportunities to prevent the spread of COVID-19. All City employees, whether they are working remotely or taking paid leave, are required to abide by the Governor's Stay at Home order to prevent the spread of COVID-19. Practically speaking, this means employees are permitted to travel to work and other essential means, otherwise travel should not be occurring and is prohibited. Employees who violate local, state, or federal orders designed to prevent the spread of COVID-19 are subject to disciplinary action up to and including termination.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA)

EMERGENCY PAID SICK LEAVE ACT (EPSLA)

As of April 1, 2020, all City employees, with the exception of Emergency Responders, will be provided with 80 hours of paid sick leave specifically for this COVID-19 event. Any employee not working full-time hours will receive a pro-rated amount. This leave will only be available through December 31, 2020 and may only be used for one of the following COVID-19 events:

- Federal, State or local quarantine or isolation order.
- The employee has been advised by a Health Care Provider to self-quarantine.
- The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- The employee is caring for an individual who is subject to quarantine or isolation as described the first two bullets of this listing.
- The employee is caring for his/her child due to school or day care closure or childcare provider is unavailable due to COVID-19.

If an eligible employee has remote work options available, he/she cannot choose to use this paid leave in lieu of performing available work.

EMERGENCY FAMILY AND MEDICAL LEAVE EXPANSION ACT

As of April 1, 2020, all City employees, with the exception of Emergency Responders, who have worked for the City for at least 30 days may request leave provided by the expansion of the Family

Medical Leave Act (FMLA.) This expansion leave is only available for the employee's need to care for his/her child due to school or day care closure or when a child-care provider is unavailable due to COVID-19. If an eligible employee has remote work options available, he/she cannot choose to use this leave in lieu of performing available work.

This expansion of FMLA is still subject to a maximum of 12 weeks of leave, as outlined in the FMLA of 1993, including leave taken under the FMLA within the last year. The first 10 days of leave under the expansion provision will be unpaid, with the option of using any personal accrued paid leave the employee has available, and thereafter approved expansion leave will be paid, up to the limit of 12 weeks in total. This leave will only be available through December 31, 2020.

Quarantine

Employees who:

- Have a known exposure or
- Who travel to any locations deemed a risk by the Center for Disease Control (CDC), and in consultation with the Jasper County Health Department, or
- Who have recently traveled to tourist destinations, large crowd activities, and/or traveled by air

will be required to wait a minimum of fourteen (14) calendar days before returning to the workplace. Emergency responders currently have a separate protocol. Failure to comply with a City or any lawfully imposed quarantine will be cause for disciplinary action. Additionally, given CDC updates regarding location risks are regularly updated, a quarantine may be invoked based upon travel and CDC updates, including CDC updates that occur after an employee may have already returned to work. For the safety and protection of employees, look- back periods will include the recommended 14-day period.

If the City determines that remote work is an option, it will be provided to the extent reasonably possible. Instances will fall under the Families First Coronavirus Response Act guidelines for Emergency Leave and Emergency FMLA provisions outlined, with the exception of Emergency Responders, with anything beyond those leave options requiring use of regular leave time. Use of paid sick leave will be authorized should these leave options be exhausted for absences due to a City-imposed quarantine period, unless the employee is offered and refuses a remote work option. If the employee does not have paid leave available, administrative leave without pay will be authorized. Emergency Responders who are not eligible for Emergency Paid Sick Leave and Emergency FMLA will receive paid administrative leave if required to quarantine or isolate due to an unrelated work exposure.

Known Exposure

Employees, with the exception of emergency responders, who become exposed to a confirmed or presumptive positive case of COVID-19 will be subject to the Quarantine provisions outlined above. It is the responsibility of the Employee to notify both the City, and the Jasper County Health

Department, immediately upon learning of a known exposure, or of travel to a location deemed a risk by the Center for Disease Control (CDC).

All employees who have been exposed to a confirmed or presumptive positive case of COVID-19 as the result of exposure through their work for the City, must coordinate to promptly submit a workers' compensation claim through established protocols.

Emergency Responders Known Exposure

Emergency responders who are suspected to have been exposed to a confirmed or known case of COVID-19 for any reason will be quarantined immediately. An assessment will be made by the City as to the likelihood that the employee will contract the virus considering the closeness of contact, the protective gear worn by the employee and the amount of time of the exposure. If proper precautions were taken and it seems unlikely that the employee will contract the virus, the employee will return to work. If it seems likely the employee will contract the virus, they will follow the quarantine policy outlined previously in the "Quarantine" section of the City of Carthage, COVID-19 leave policy.

Any emergency responder who is suspected of exposure and then becomes symptomatic will be quarantined immediately if they have not already done so. The employee will be tested for the illness, COVID-19, as soon as possible. Upon receiving a negative test, they may return to work after being fever free for 24 hours.

Employees who are Ill (not COVID-19 related illness)

In order to protect the City's workforce and customers, if an employee is sick, he/she shall stay home or be sent home. An employee who is absent from work due to his/her own illness or an illness of an immediate family member, will use paid sick leave. If needed, other forms of leave such as vacation may be used if appropriate approval is received.

Once sick employees become asymptomatic, they shall follow the guidance provided by the CDC regarding returning to work. As a general rule, employees should be free of fever and other symptoms for a minimum of twenty-four (24) hours without use of fever-reducing or other symptom altering medicines (e.g. cough suppressants).

Employees at High Risk to Exposures

Employees in high risk categories as designated by the CDC, or who have family members they live with who are at high risk, or who have been exposed to household family members with flu- like symptoms are strongly encouraged to implement all practical social distancing techniques such as not attending meetings, workplace isolation, sanitation practices, etc. These employees may also be eligible for remote work options and/or use of personal paid leave time and should coordinate appropriately with their department supervisor.

"Rosenberg's Rules of Order"

(Simple Rules of Parliamentary Procedure for the 21st Century)

Introduction

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules - "Robert's Rules of Order" - which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time, and for another purpose. If one is chairing or running a Parliament, then "Robert's Rules of Order" is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of, say, a 5-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of "Rosenberg's Rules of Order."

What follows is my version of the rules of parliamentary procedure, based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars: (1) Rules should establish order. The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings. (2) Rules should be clear. Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate. (3) Rules should be user friendly. That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process. (4) Rules should enforce the will of the majority while protecting the rights of the minority. The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, and fully participate in the process.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the Chair of the body who is charged with applying the rules in the conduct of the meeting. The Chair should be well versed in those rules. The Chair, for all intents and purposes, makes the final ruling on the rules every time the Chair states an action. In fact, all decisions by the Chair are final unless overruled by the body itself.

Since the Chair runs the conduct of the meeting, it is usual courtesy for the Chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the Chair should not participate in the debate or discussion. To the contrary, the Chair as a member of the body has the full right to participate in the debate, discussion and decision-making of the body. What the Chair should do, however, is strive to be the last to speak at the discussion and debate stage, and the Chair should not make or second a motion unless the Chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. And each agenda item can be handled by the Chair in the following basic format:

First, the Chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The Chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the Chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the Chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the Chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. At the conclusion of the public comments, the Chair should announce that public input has concluded (or the public hearing as the case may be is closed).

Fifth, the Chair should invite a motion. The Chair should announce the name of the member of the body who makes the motion.

Sixth, the Chair should determined if any member of the body wishes to second the motion. The Chair should announce the name of the member of the body who seconds the motion. (It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the Chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the Chair.)

Seventh, if the motion is made and seconded, the Chair should make sure everyone understands the motion. This is done in one of three ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the Chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the Chair takes a vote. Simply asking for the "ayes", and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain". Unless the rules of the body provide otherwise (or unless a super-majority is required as delineated later in these rules) then a simple majority determines whether the motion passes or is defeated.

Tenth, the Chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the Chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days notice for all future meetings of this body."

Motions in General

Motions are the vehicles for decision-making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the Chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member's desired approach with the words: "I move . . . . " So, a typical motion might be: "I move that we give 10-day's notice in the future for all our meetings."

The Chair usually initiates the motion by either (1) Inviting the members of the body to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the members of the body. "A motion would be in order that we give 10-day's notice in the future for all our meetings." (3) Making the motion. As noted, the Chair has every right as a member of the body to make a motion, but should normally do so only if the Chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body's consideration. A basic motion might be: "I move that we create a 5-member committee to plan and put on our annual fundraiser."

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion which is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So that if a member makes what that member calls a "motion to amend", but the Chair determines that it is really a "substitute motion", then the Chair's designation governs.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The Chair can reject a fourth motion until the Chair has dealt with the three that are on the floor and has resolved them.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to have a 5-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a 5-member committee to plan and put

on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the Chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Chair would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

Second, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee by 5 members or 10 members). If the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the Chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (5-member committee), or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the Chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a 2/3 vote of the body. Note: that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion to limit debate requires a 2/3 vote of the body. A similar motion is a motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a 2/3 vote.

Majority and Super-Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a 7-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which, effectively, cuts off the ability of a minority of the body to take an action or discuss and item. These extraordinary motions require a 2/3 majority (a super-majority) to pass:

Motion to limit debate. Whether a member says "I move the previous question" or "I move the question" or "I call the question" or "I move to limit debate", it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a 2/3 vote to pass.

Motion to close nominations. When choosing officers of the body (like the Chair) nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a 2/3 vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled, or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a 2/3 vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a 2/3 vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate, perhaps disagreement and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to a re-opener if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and by a 2/3 majority, can allow a motion to reconsider to be made at another time.) Second, a motion to reconsider can only be made by certain members of the body. Accordingly, a motion to reconsider can only be made by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again. That would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chair before proceeding to speak.

The Chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The Chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "point of privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "point of order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Chair discovers that the agenda has not been followed, the Chair simply reminds the body to return to the agenda item properly before them. If the Chair fails to do so, the Chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the Chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.