

RESOLUTION NO. 2017-03

A RESOLUTION AUTHORIZING THE EXECUTION BY THE CHAIRMAN OF THE DISTRICT OF AN AGREEMENT BETWEEN THE DISTRICT AND THE ACCOUNTING FIRM OF BEARD-BOEHMER and Associates, FOR AUDITING SERVICES FOR THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT 2016FY

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and

WHEREAS, BEARD-BOEHMER and Associates ("BEARD-BOEHMER and Associates") submitted the proposal/agreement to consult for auditing services attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that BEARD-BOEHMER and Associates has best satisfied the criteria for selection of services under the District's competitive bidding policies and as set forth in the request for qualifications produced by the District with respect to the BEARD-BOEHMER and Associates Agreement, including that BEARD-BOEHMER and Associates has the specialized experience and technical competence with respect to the consulting services sought, the capacity and capability to perform the services in the time required, a history and record of past performance that is acceptable, and familiarity with governmental entities such as a community improvement district; and


WHEREAS, the Board of Directors desires to engage BEARD-BOEHMER and Associates to perform the consulting services for the District as described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the BEARD-BOEHMER and Associates Agreement and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, an agreement in substantially the form as the BEARD-BOEHMER and Associates Agreement attached hereto as Exhibit A.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 13th day of December, 2016.



12-13-16, Chairman of the Board of
Directors

(SEAL)

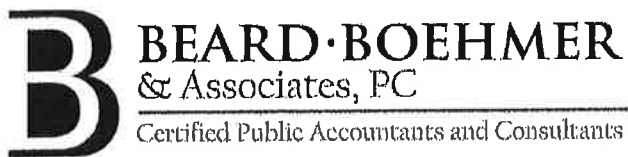
Attest:



12-13-16, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2017-03**

BEARD-BOEHMER and Associates Agreement



One Broadway Building
1 East Broadway
Columbia, MO 65203-4205
573 / 442 - 8427
FAX / 875 - 7876
www.cpabba.com

November 22, 2016

Board of Directors and
Katie Essing, Executive Director
Downtown Community Improvement District
11 S Tenth Street
Columbia, MO 65201

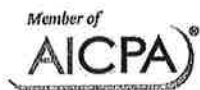
To Board of Directors and Executive Director:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Downtown Community Improvement District (the "District") for the period October 1, 2015 through September 30, 2016.

We will apply objectives to the agreed upon procedures the District has specified to us. This engagement is solely to assist the District in monitoring the financial condition and internal controls of the District in accordance with the District's requirements. Our engagement to apply objectives and procedures will be conducted in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our agreed upon procedures engagement to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusion based on the agreed upon procedures objectives. The responsibility of the subject matter and criteria is solely the responsibility of the District. Consequently, we are not responsible for the subject matter related to the agreed upon procedures either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed upon procedures do not constitute an examination or audit as defined under generally accepted auditing standards, we will not express an opinion on the District's financial report or any elements, accounts, or items thereof. In addition, we have no obligation to perform any procedures beyond those listed in the agreed upon procedures.

We will submit a report listing the objectives, procedures performed, and our findings. This report is intended solely for the use of the District, and should not be used by anyone other than these specified parties. You are responsible for selecting the criteria and determining that such criteria are appropriate for your purposes.



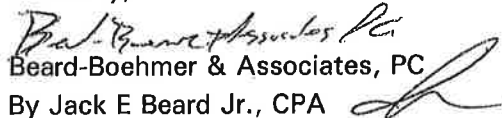
You are also responsible for making all management decisions and performing all management functions, for designating an individual with suitable skill, knowledge, and/or experience to oversee the services we provide, and for evaluating the adequacy and results of those services and accepting responsibility for them.

We plan to begin our procedures on an agreed upon date with the District, and unless unforeseeable problems are encountered, the engagement should be completed within 3 weeks, with a report draft submitted for review before finalization. At the conclusion of our engagement, we will require a representation letter from the District that, among other things, will confirm the District management's responsibility for the presentation of the District report.

We estimate that our fee for these services will be \$1,300. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. This is not expected and do not believe that additional time will be needed. However, if significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoice will be submitted at the end of the engagement and is payable upon receipt.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please have the chairman of the Board or Executive Director, sign below and return this letter to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Sincerely,


Beard-Boehmer & Associates, PC
By Jack E Beard Jr., CPA

RESPONSE:

This letter correctly sets forth the understanding of the Downtown Community Improvement District.

Officer signature:



Title:

CHAIRMAN

Date:

12-14-16

SUMMARY OF AGREED UPON PROCEDURES

A) Cash

1. Review bank statements and bank reconciliations along with certificates of deposit information at September 30, 2016 to determine that the proper cash balance was reported on the financial statements.
2. Determine whether proper collateral security was obtained on the bank accounts at September 30, 2016 if the total cash balance in the respective bank accounts exceeded the Federal Deposit Insurance Coverage (FDIC) maximum of \$250,000.
3. Review cash transactions from detail of accounting system for any unusual receipts or disbursements. Review for any possible misuse of cash during each year of the engagement period.
4. Select a test of 20 invoices from checks written during the review period to ensure proper documentation is attached and that proper reviews and approvals are indicated.

B) Property and Sales Tax Receipts

1. Calculate tax revenue for each year and compare tax receipts for each year in the financial statements for reasonableness to ensure tax receipts were posted correctly.
2. Confirm property tax receipts with the County Treasurer that were paid to the District during the review period and agree to the financial records, if necessary.
3. Confirm sales tax receipts with the MO Department of Revenue that were paid to the District during the review period and agree to the financial records, if necessary.

C) Payroll

1. Compare the total of the 941 wages reported to the total of the financial statement salaries and wages on the financial statements.
2. Review the District's policy on accrual of sick leave, vacation leave, and compensatory time and compare to the year-end payroll reports to determine that the policy has been adhered to.

D) Board Meeting Minutes, Public Notices, and Agendas

1. Select one third of the board meetings minutes during the review period and review the minutes and public notices / agendas for compliance with the Sunshine Law.
2. Review the sample board meeting minutes to determine that the Board is approving the financial statements and major expenditure items.