

**RESOLUTION NO. 2019-01**

**A RESOLUTION AUTHORIZING THE EXECUTION BY  
THE CHAIRMAN OF THE DISTRICT OF AN  
AGREEMENT BETWEEN THE DISTRICT AND THE  
ACCOUNTING FIRM OF GKC FOR ACCOUNTING  
SERVICES FOR THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT**

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, GKC ("Gerding, Korte and Chitwood CPA's") submitted the proposal/agreement to provide professional accounting services attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that GKC 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 GKC Agreement, including that GKC 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 GKC to perform the accounting 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 GKC 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 GKC 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 4<sup>th</sup> day of August, 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-01**

**GKC Agreement**

**RESOLUTION NO. 2019-02**

**A RESOLUTION AUTHORIZING THE EXECUTION BY  
THE CHAIRMAN OF THE DISTRICT OF AN  
AGREEMENT BETWEEN THE DISTRICT AND THE  
CONSULTING FIRM OF ARCTURIS, FOR CONSULTING  
SERVICES FOR THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT GATEWAYS PROJECT**

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, Arcturis ("ARCTURIS") submitted the proposal/agreement to consult for the Gateways Project attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that Arcturis 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 Arcturis Agreement, including that Arcturis 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 Arcturis 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 Arcturis 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 Arcturis 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 14<sup>th</sup> day of August, 2018.





\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-02**

**Arcturis Agreement**

**RESOLUTION NO. 2019-03**

**A RESOLUTION AUTHORIZING THE EXECUTION BY  
THE CHAIRMAN OF THE DISTRICT OF AN  
AGREEMENT BETWEEN THE DISTRICT AND THE  
INSURANCE FIRM OF UNITED FIRE, FOR OFFICE  
INSURANCE FOR THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT**

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, United Fire submitted the proposal/agreement to provide Office Insurance attached hereto as Exhibit A; and

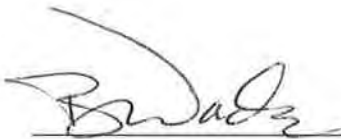
WHEREAS, the Board of Directors desires to engage United Fire to provide the insurance coverage for the District as described in the Agreement.

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 United Fire 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 United Fire 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 14<sup>th</sup> day of August, 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-03**

**United Fire Insurance Agreement**

60483777 \*\*\*  
081604

UNITED FIRE & CASUALTY COMPANY  
P.O. Box 73909  
Cedar Rapids, IA 52407-3909  
Phone: 888-793-1481

This is not a bill. You  
will be billed separately  
when premium is due.

UNITED FIRE & CASUALTY COMPANY  
  
118 2nd Ave SE  
Cedar Rapids, IA 52401

DOWNTOWN COMMUNITY IMPROVEM

11 S 10TH ST  
COLUMBIA

MO 65201-5009

**UNI-PAK POLICY**



**COMMERCIAL LINES POLICY**



## UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, IA 52407-3909

A handwritten signature in cursive script that reads 'Paul A. Rambo'.

President

A handwritten signature in cursive script that reads 'Neil R. Johnson'.

Secretary

A STOCK INSURANCE COMPANY



**UNITED FIRE GROUP IS AT YOUR SERVICE**

**Call us today at 1-888-793-1481.**

Have a question about your billing statement? Need to report a claim? Have an update to your policy? Need a new certificate of insurance? Our staff members in the Service Center are available to assist you with many of your insurance needs, including:

- Billing
- Claims
- Coverage Questions
- Policy Changes
- Quotes
- Certificates of Insurance
- Auto ID Cards

Contact the Service Center at 1-888-793-1481 between 7:30 a.m. and 7:30 p.m. CST Monday through Friday. You can also reach us by e-mail at [ServiceCenter@unitedfiregroup.com](mailto:ServiceCenter@unitedfiregroup.com) or by fax at 1-800-974-0297.

***Do you prefer to be online? At [www.ufgPolicy.com](http://www.ufgPolicy.com), you can view and pay bills, report a claim, learn what to do in the event of a loss, sign up for EFT and more.***

**UNITED FIRE & CASUALTY COMPANY**  
 PO Box 73909, Cedar Rapids, IA 52407

0131

**POLICY NUMBER: 60483777**

ACCOUNT NUMBER:3000008884  
 DIRECT BILL -

ISSUE DATE 01-28-2018 TV1 REPLACEMENT OF 0131 60483777	<b>POLICY SUMMARY</b>
<b>NAMED DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT</b> <b>INSURED</b> <b>AND</b> <b>ADDRESS 11 S 10TH ST</b> <b>COLUMBIA MO 65201-5009</b>	<b>AGENCY &amp; CODE 081604</b> <b>THE INSURANCE GROUP INC DBA</b> <b>200 EAST SOUTHAMPTON DRIVE</b> <b>COLUMBIA MO 65203</b>
<b>POLICY PERIOD:</b>	<b>FROM: 03-02-2018 TO: 03-02-2019</b>

The Insurance afforded under any coverage part is only in the amounts and to the extent set forth in such coverage part, subject to all terms of the policy having reference thereto.

**UNI-PAK POLICY**

<b>COVERAGE PARTS</b>	<b>PREMIUMS</b>
COMMERCIAL PROPERTY	\$ 395.00
PREMIERPRO	\$ 821.00
<b>TOTAL ADVANCE PREMIUM</b>	<b>\$ 1,216.00</b>

This Policy Summary supersedes and replaces any preceding summary bearing the same policy number for this policy period.

**X**  
 (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)



**PREMIUM MODIFICATION NOTICE**

\* COMMERCIAL PROPERTY

Total Schedule Rating Plan Modification 9.0+ %

Thank you for placing your insurance with United Fire Group. We are required by state law to notify you of certain premium modifications that have been applied to your policy. Modifications to your premium(s) and the reasons for these modifications have been outlined below.

Premium modifications may be applied as credits and/or debits to your insurance premium(s). These credits or debits reflect positive or negative characteristics of your operation and modify the basic premium(s) that would apply to your business. The characteristics considered for your type of policy are listed below.

Management \_\_\_\_\_ %

Equipment & Premises 9.0+ %

Building Features \_\_\_\_\_ %

Location \_\_\_\_\_ %

Employees \_\_\_\_\_ %

Safety Organization \_\_\_\_\_ %

Classification \_\_\_\_\_ %

Experience \_\_\_\_\_ %

Experience Rating Plan \_\_\_\_\_ %

If you have any questions concerning these modifications, please contact your United agent and they will be happy to review this with you.

Underwriting Department  
United Fire Group

0131

**UNITED FIRE & CASUALTY COMPANY**

PO Box 73909, Cedar Rapids, IA 52407

**POLICY NUMBER:**

60483777

ACCOUNT NUMBER: 3000008884 (2) COMMERCIAL PROPERTY

DIRECT BILL -

**COMMERCIAL PROPERTY COVERAGE PART**

ISSUE DATE 01-28-2018 TV1 REPLACEMENT OF 0131 60483777	DECLARATIONS RENEWAL EXTENSION
<b>NAMED</b> DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT <b>INSURED</b> <b>AND</b> <b>ADDRESS</b> 11 S 10TH ST COLUMBIA MO 65201-5009	<b>AGENCY &amp; CODE</b> 081604 THE INSURANCE GROUP INC DBA 200 EAST SOUTHAMPTON DRIVE COLUMBIA MO 65203
<b>POLICY PERIOD:</b> 12:01 A.M. Standard time	<b>FROM:</b> 03-02-2018 <b>TO:</b> 03-02-2019 And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

PREM/ BLDG	DESCRIBED PREMISES AND COVERAGES	LIMIT OF INSURANCE	RATE	PREMIUM
	EQUIPMENT BREAKDOWN			15
01 01	CHERRY & 4TH ST COLUMBIA MO 65201 MASONRY/METAL ACTIVE RECREATION HUB			
	BUILDING	16,400	.754	124
	Special Causes of Loss	1,000 Ded		
	Replacement Cost	80% Coins		
	Automatic Valuation Adjustment			
02 01	NORTH 10TH ST COLUMBIA MO 65201 MASONRY/METAL NORTH VILLAGE ARTS HUB			
	BUILDING	16,400	.754	124
	Special Causes of Loss	1,000 Ded		
	Replacement Cost	80% Coins		
	Automatic Valuation Adjustment			
03 01	WALNUT, 5TH & 6TH ST COLUMBIA MO 65201 MASONRY/METAL SHARP END HUB			
	CONTINUED ON CP7002			

**ABBREVIATIONS:** BLDG=BUILDING COINS=COINSURANCE DED=DEDUCTIBLE INCL=INCLUDED PREM=PREMISES

<b>Premium Charge Forms</b>	<b>Advance Premium</b>	<b>Premium Charge Forms</b>	<b>Advance Premium</b>
	SEE UW7002		

**Other Forms** SEE UW7002

**AMEND REASON:**

**PREMIUM FOR THIS COVERAGE PART** \$395  
**Endorsement Adjustment Premium** \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period.

**X**

(COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

CP 70 01 12 92

POLICY NUMBER:	60483777
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**COMMERCIAL PROPERTY SUPPLEMENTAL DECLARATIONS**

PREM/ BLDG	DESCRIBED PREMISES AND COVERAGES	LIMIT OF INSURANCE	RATE	PREMIUM
03 01	CONTINUED BUILDING Special Causes of Loss           1,000 Ded Replacement Cost               80% Coins Automatic Valuation Adjustment  Certified Acts of Terrorism Coverage	16,400	.754	124
				8

POLICY NUMBER:

60483777

**FORMS SUPPLEMENTAL DECLARATIONS**

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

## Other Forms

## Applicable to the state of Missouri

CP0010(10-12)	BLDG & PERSONAL PROP COVG FORM
CP0090(07-88)	COMM PROP CONDITIONS
CP0140(07-06)	EXCL OF LOSS DUE TO VIRUS/BACTERIA
CP1030(10-12)	CAUSES OF LOSS-SPECIAL FORM
*CP7001(12-92)	COMM PROP DEC
*CP7002(12-92)	COMM PROP SUPPLEMENTAL DEC
CP7003(11-86)	AUTOMATIC VALUATION ADJUSTMENT-APPLIES TO BLDG
CP7052(09-00)	MO-CALCULATION OF ADDL PREMIUM
*CP7067(08-17)	EQUIP BREAKDOWN ENHANCEMENT END
IL0017(11-98)	COMMON POLICY CONDITIONS
IL0101(11-13)	MO-CHGS
IL0105(10-08)	MO-CHGS POLLUTION
IL0274(02-13)	MO-CHGS CANCEL & NONRENEW
IL0952(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL0995(01-07)	CONDITIONAL EXCL OF TERRORISM
IL7009-(04-91)	PUNITIVE/EXEMPLARY DAMAGES EXCL
IL7083(08-10)	PAYMENT OF LOSSES
*ST0013(05-08)	EQUIPMENT BREAKDOWN STUFFER
*ST1167(05-02)	PREMIUM MODIFICATION NOTICE
*ST1644(01-12)	POLICY WEBSITE STUFFER
*ST1728(07-12)	DISCLOSURE FOR EQUIP BREAKDOWN
*ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION

## Notice to Policyholders — Location and Premises Clarification

This notice does not provide you with any coverage and is intended solely as a clarification of our intent.

Wherever any reference to location is made in the Declarations, Supplemental Declarations, Coverage Forms, or endorsements that comprise this policy, that reference shall also be deemed to apply to premises, and likewise any reference to premises shall be deemed to apply to location.

*This notice is provided to you as certain documents that comprise your policy may use these terms interchangeably.*

If you have any questions regarding this notice please contact your agent.

Thank you for doing business with United Fire Group.

**PREMIUM MODIFICATION NOTICE**

\* PREMIERPRO

Total Schedule Rating Plan Modification 3.0+ %

Thank you for placing your insurance with United Fire Group. We are required by state law to notify you of certain premium modifications that have been applied to your policy. Modifications to your premium(s) and the reasons for these modifications have been outlined below.

Premium modifications may be applied as credits and/or debits to your insurance premium(s). These credits or debits reflect positive or negative characteristics of your operation and modify the basic premium(s) that would apply to your business. The characteristics considered for your type of policy are listed below.

Management \_\_\_\_\_ %

Equipment & Premises \_\_\_\_\_ %

Building Features \_\_\_\_\_ %

Location \_\_\_\_\_ %

Employees \_\_\_\_\_ %

Safety Organization \_\_\_\_\_ %

Classification 3.0+ %

Experience \_\_\_\_\_ %

Experience Rating Plan \_\_\_\_\_ %

If you have any questions concerning these modifications, please contact your United agent and they will be happy to review this with you.

Underwriting Department  
United Fire Group

**UNITED FIRE & CASUALTY COMPANY**  
 PO Box 73909, Cedar Rapids, IA 52407

0131

**POLICY NUMBER:** 60483777

ACCOUNT NUMBER: 3000008884 (2) PREMIERPRO

**PREMIERPRO COVERAGE PART**

DIRECT BILL -

DECLARATIONS RENEWAL EXTENSION

ISSUE DATE 01-28-2018 TV1 REPLACEMENT OF 0131 60483777

<b>NAMED DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT</b> <b>INSURED</b> <b>AND</b> <b>ADDRESS</b> 11 S 10TH ST COLUMBIA MO 65201-5009	<b>AGENCY &amp; CODE</b> 081604 THE INSURANCE GROUP INC DBA 200 EAST SOUTHAMPTON DRIVE COLUMBIA MO 65203
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**POLICY PERIOD:** 12:01 A.M. Standard time FROM: 03-02-2018 TO: 03-02-2019  
 And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

**FORM OF BUSINESS:**  Individual  Joint Venture  Partnership  Corporation  Other

PREM/BLDG	DESCRIBED PREMISES AND COVERAGES	LIMIT OF INSURANCE	PREMIUM
01 01	HIRED/NON OWNED AUTO 11 S 10TH ST COLUMBIA MO 65201-5009 JOISTED MASONRY OFFICES		90
	YOUR BUSINESS PERSONAL PROPERTY Special Causes of Loss Replacement Cost	46,200	210
	LIABILITY EQUIPMENT BREAKDOWN BUSINESS INCOME ORDINARY PAYROLL Number of Days: 360		44 Incl 6
	Certified Acts of Terrorism Coverage		16

**PROPERTY DEDUCTIBLE \$** 500

**PERSONAL PROPERTY INFLATION GUARD %** 4%

**ABBREVIATIONS:** BLDG=BUILDING DED=DEDUCTIBLE PREM=PREMISES MC=MERIT CREDIT INCL = INCLUDED

**LIABILITY AND MEDICAL EXPENSE LIMITS OF INSURANCE**

GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	PRODUCTS-COMPLETED OPERATIONS AGGREGATE	PERSONAL AND ADVERTISING INJURY (Per Person Or Organization)	LIABILITY AND MEDICAL EXPENSES PER OCCURRENCE	FIRE DAMAGE (Any One Fire)	MEDICAL EXPENSE (Any One Person)
\$ 1,000,000	\$ 1,000,000	\$ 500,000	\$ 500,000	\$ 100,000	\$ 5,000

**Premium Charge Forms** Advance Premium  
SEE UW7002

**Other Forms** SEE UW7002

**AMEND REASON:**

**PREMIUM FOR THIS COVERAGE PART** \$ 821  
**Endorsement Adjustment Premium** \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period.

**X**  
 (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

<b>POLICY NUMBER:</b>	60483777
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### PREMIERPRO COVERAGE PART SUPPLEMENTAL DECLARATIONS - LIABILITY

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Pr/CO	Rates		Advance Premiums	
				All Other		Pr/CO	All Other
ART GLOBES CHERRY & 4TH ST COLUMBIA MO	63219T) T)		1	INCL	135.150	INCL	135
ART GLOBES NORTH 10TH ST COLUMBIA MO	63219T) T)		1	INCL	135.150	INCL	135
ART GLOBES WALNUT, 5TH & 6TH ST COLUMBIA MO	63219T) T)		1	INCL	135.150	INCL	135



<b>POLICY NUMBER:</b> 60483777
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**PREMIERPRO COVERAGE PART SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS**

Schedule of Additional Insureds	Premium
DESIGNATED PERSON OR ORGANIZATION BP7018 -MISSOURI CITY OF COLUMBIA MO PO BOX N COLUMBIA MO 65205 (APPLIES TO BANNERS ON POLES IN DOWNTOWN COLUMBIA MO)	50

**BUSINESSOWNERS - SUMMARY OF INCLUDED COVERAGES**

*The following Coverage Highlights summary is intended for reference only and is subject to change without notice. If there is any conflict between the policy and this summary, the provisions of the policy prevail. Refer to the actual policy declarations, coverage forms and endorsements for a complete description of coverage.*

<b><u>COVERAGE</u></b>	<b><u>AMOUNT</u></b>
Accounts Receivable	\$25,000
Additional Insured - Managers or Lessors of Premises	Included as an Insured
Business Income	Refer to Policy
Business Income From Dependent Properties	\$5,000
Business Personal Property Limit - Seasonal Increase	25%
Civil Authority	4 Weeks
Data Processing Coverage - On Premises	\$25,000
Data Processing Coverage - Off Premises	\$10,000
Debris Removal	\$25,000
Electronic Data	\$25,000
Employee Dishonesty	\$5,000
Equipment Breakdown	Refer to the Equipment Breakdown Enhancement Endorsement for details
Extended Business Income	30 Days
Extra Expense	Refer to Policy
False Pretense Coverage	\$5,000
Fine Arts	\$10,000
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$2,500
Fungi, Wet Rot or Dry Rot	\$15,000
Furs, Fur Garments & Garments Trimmed in Fur	\$2,500
Interruption of Computer Operations	\$10,000
Jewelry, Watches, Precious Metals and Precious & Semi-Precious Stones	\$2,500
Lock Replacement	\$500
Money Orders & Counterfeit Money	\$5,000
Money & Securities	\$10,000
Newly Acquired or Constructed Property – Buildings	\$500,000
Newly Acquired or Constructed Property – Property	\$250,000
Newly Acquired Property - Increased Amount of Days	60 Days
Ordinance or Law Coverage - Coverage 1 (Loss to Undamaged Portion of Building)	Included within the building limit
Ordinance or Law Coverage - Coverage 2 (Demolition Cost)	\$50,000
Ordinance or Law Coverage - Coverage 3 (Increased Cost of Construction)	\$50,000
Outdoor Property	\$5,000
Outdoor Signs (Attached to Buildings)	\$10,000
Patterns, Dies, Molds and Forms	\$2,500
Personal Effects	\$10,000
Personal Property Off Premises	\$20,000
Pollutant Clean Up and Removal	\$25,000
Property In Transit	\$20,000
Security Breach & Identity Services	Included
Spoilage Due to Service Interruption	\$5,000
Stamps, Tickets, Lottery Tickets and Letters of Credit	\$250
Utility Services - Direct Damage	\$10,000
Valuable Papers and Records	\$25,000
Water Back-Up and Sump Overflow	\$5,000

POLICY NUMBER:

60483777

## FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

## Other Forms

## Applicable to the state of Missouri

BP0003(07-13)	BUSINESSOWNERS COVG FORM
BP0111(11-13)	MO-CHGS
BP0157(10-08)	MO-CHGS POLLUTION EXCL
BP0417(01-10)	EMPLOYMENT-RELATED PRACTICES EXCL
BP0483(01-10)	REMOVAL OF INSURANCE-TO-VALUE PROVISION
BP0493-(01-06)	TOTAL POLLUTION EXCL W/A HOSTILE FIRE EXCEPTION
BP0517(01-06)	EXCL-SILICA OR SILICA RELATED DUST
BP0523(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
BP0564(01-15)	CONDITIONAL EXCL OF TERRORISM
BP0577(01-06)	FUNGI/BACTERIA EXCL
BP0598(07-13)	AMENDMENT OF INSURED CONTRACT DEFINITION
BP1504(05-14)	EXCL-ACCESS OR DISCLOSURE OF INFORMATION
BP7001(05-16)	PREMIERPRO PLUS END
BP7015(01-10)	HIRED AUTO & NON-OWNED AUTO LIAB
BP7018(05-16)	ADDL INSURED-DESIGNATED PERSON/ORGANIZATION
BP7022(01-10)	ABUSE OR MOLESTATION EXCL
BP7082(08-10)	SPECIAL EVENTS EXCL END
*BP7115(08-17)	EQUIP BREAKDOWN ENHANCEMENT END
*BP7123(12-13)	PREMIERPRO COVERAGE PART DEC
*BP7125(01-10)	PREMIERPRO SUPPLEMENTAL DEC-ADDL INSURED
*BP7126(01-10)	PREMIERPRO SUPPLEMENTAL DEC-LIABILITY
BP7174(08-15)	PRIMARY & NONCONTRIBUTORY-OTHER INS CONDITION
IL7009(04-91)	PUNITIVE/EXEMPLARY DAMAGES EXCL
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7083(08-10)	PAYMENT OF LOSSES
*ST1167(05-02)	PREMIUM MODIFICATION NOTICE
*ST1644(01-12)	POLICY WEBSITE STUFFER
*ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
*ST1893(04-17)	NOTICE-LIMITATION OF COVG TO DESIGNATED PREMISES
*UW7014(11-13)	SUMMARY OF INCLUDED COVERAGES

## Notice to Policyholders — Location and Premises Clarification

This notice does not provide you with any coverage and is intended solely as a clarification of our intent.

Wherever any reference to location is made in the Declarations, Supplemental Declarations, Coverage Forms, or endorsements that comprise this policy, that reference shall also be deemed to apply to premises, and likewise any reference to premises shall be deemed to apply to location.

*This notice is provided to you as certain documents that comprise your policy may use these terms interchangeably.*

If you have any questions regarding this notice please contact your agent.

Thank you for doing business with United Fire Group.

**RESOLUTION NO. 2019-04**

**A RESOLUTION AUTHORIZING THE EXECUTION BY  
THE CHAIRMAN OF THE DISTRICT OF AN  
AGREEMENT BETWEEN THE DISTRICT AND THE  
JANITORIAL FIRM OF BLOCK BY BLOCK, FOR  
JANITORIAL SERVICES FOR THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT**

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, Block By Block ("BLOCK BY BLOCK") submitted the proposal/agreement to provide janitorial services for the Downtown Community Improvement District per the proposal attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that Block By Block 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 Block By Block proposal, including that Block By Block has the specialized experience and technical competence with respect to the janitorial 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 Block By Block to perform the janitorial 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 Block By Block proposal 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 Block By Block proposal 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 14<sup>th</sup> day of August, 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-04**

**Block By Block Proposal**

<b>PRICING</b>	<b>Clean Ambassadors</b>	<b>Special Projects</b>	<b>Operations Manager</b>
<b>Pay Rate</b>	<b>\$ 11.75</b>	<b>\$ 11.75</b>	<b>\$ 25.00</b>
FICA	\$ 0.90	\$ 0.90	\$ 1.91
WC	\$ 0.65	\$ 0.65	\$ 1.38
Liability	\$ 0.30	\$ 0.30	\$ 0.64
Unemployment	\$ 0.14	\$ 0.14	\$ 0.30
<b>Subtotal</b>	<b>\$ 13.74</b>	<b>\$ 13.74</b>	<b>\$ 29.23</b>
<b>Weekly Hours</b>	<b>80.00</b>	<b>-</b>	<b>40.00</b>
<b>Annual Hours</b>	<b>4,160.00</b>	<b>-</b>	<b>2,080.00</b>
<b>Annual Billing</b>	<b>\$ 57,140.72</b>	<b>\$ -</b>	<b>\$ 60,788.00</b>
Overhead	\$ 5.34	\$ 5.34	\$ 5.34
Benefits	\$ 0.77	\$ 0.77	\$ 0.77
Profit	\$ 2.23	\$ 2.23	\$ 2.23
<b>Bill Rate</b>	<b>\$ 22.08</b>	<b>\$ 22.08</b>	<b>\$ 37.57</b>
Weekly Hours	80.00	-	40.00
Annual Hours	4,160.00	0.00	2,080.00
<b>Annual Billing</b>	<b>\$ 91,845.44</b>	<b>\$ -</b>	<b>\$ 78,140.36</b>
<b>ANNUAL BILLING</b>			<b>\$ 169,985.80</b>

<b>Monthly Flat Bill Amount:</b>	<b>\$ 14,165.48</b>
----------------------------------	---------------------

## Agreement for Environmental Maintenance

dated as of October 1, 2016

by and between

THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT

and

MYDATT SERVICES INC, dba BLOCK BY BLOCK

7135 Charlotte Pike

Nashville, TN 37209

("Block by Block")

This AGREEMENT is effective on the October 1, 2016, (the "Effective Date") by and between the The Downtown Community Improvement District, 11 S. Tenth St., Columbia, MO 65201 ("CUSTOMER"), and Mydatt Services, Inc., an Ohio Corporation, d.b.a. Block by Block, 7135 Charlotte Pike, Nashville, TN 37209 (hereinafter referred to as "Block by Block").

### **W I T N E S S E T H:**

WHEREAS, the CUSTOMER desires to have Block by Block undertake to furnish uniformed downtown Ambassadors and provide services to the district in the area specifically defined in Exhibit A (the "Service Area");

NOW THEREFORE, the parties, in consideration of the mutual obligations contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree as follows:

**1) TERM:** This Agreement will begin on the Effective Date and shall continue for a period of three (1) year ("Initial Term"), expiring September 30, 2017 unless sooner terminated as provided in Section 9. At the end of the Initial Term, this Agreement may be renewed for two (2) subsequent terms of one (1) year upon the mutual written agreement of the parties (each "Renewal Term"). The Renewal Terms and Initial Term are referred to herein collectively as the "Term." Block by Block will forward to the CUSTOMER each Renewal Term and requested changes to contract provisions no later than June 30th of each year.

**2) SERVICES TO BE PERFORMED BY BLOCK BY BLOCK:** Block by Block shall furnish environmental maintenance and hospitality ambassadors ("Ambassadors") who shall provide services in the Service Area, including, but not limited to, the services outlined in Exhibit B attached hereto and incorporated herein ("Services"). At the start of the contract period, Block by Block will propose a comprehensive monthly plan of services for the Service Area

Agreement - Hospitality, Safety and Supplemental Cleaning Services



and may propose any modifications to the plan from time to time. The plan and any modifications shall be subject to the CUSTOMER approval. The CUSTOMER shall have the right to request or initiate modifications at any time. Representatives of the CUSTOMER and Block by Block will meet at least once per quarter or at such intervals as the parties may agree and at such other times as the CUSTOMER may request to review the services plan and adjust or modify as deemed necessary.

**3) COMPANY STANDARDS:** Block by Block shall maintain a high standard of services, with adjustments in authorized weekly hours and annual contract value as agreed upon. Block by Block will maintain a close check over all Ambassadors to ensure this high standard of services is delivered. Specific assignments, hours and duties of the Ambassadors will be proposed monthly by Block by Block and approved by the CUSTOMER.

**4) DUTIES OF BLOCK BY BLOCK:**

- a) Block by Block shall provide the number of Ambassadors in the weekly service hours outlined in Exhibit C to perform the Services outlined in Exhibit B. Such Ambassadors shall be employees of Block by Block and at no time be deemed agents or employees of the CUSTOMER. Block by Block shall provide all employees adequate training to such Ambassadors.
- b) Block by Block shall have a qualified Operations Manager assigned to the program to oversee the operations of the Ambassadors.
- c) Block by Block shall furnish appropriate uniforms and necessary equipment for the Ambassadors, as reasonably determined by CUSTOMER. Ambassadors shall be clean, courteous, competently trained, neat in appearance, able to communicate in English, and shall at all times wear the uniform approved by the CUSTOMER.
- d) Block by Block shall furnish adequate means of communications by which all Ambassadors can communicate with one another and their supervisory staff.
- e) Block by Block shall make a designated representative available at all reasonable times to report to and confer with the designated agents of the CUSTOMER with respect to the Services to be rendered hereunder.
- f) Block by Block shall conduct a background check, to include criminal history and drug screen, on all employees prior to assignment at the Service Area.
- g) Block by Block shall be responsible for quantifying the work of the Ambassadors in a written manner and format acceptable to CUSTOMER. Such records shall be provided to CUSTOMER on a weekly basis and Block by Block shall be responsible for making at least weekly contact with a designated representative of CUSTOMER. Cumulative reports shall be provided on a monthly and quarterly basis. All reports shall be considered confidential by

Block by Block and its employees, and are the property of the CUSTOMER.

**5) PAYMENT TO BLOCK BY BLOCK:**

- a) In consideration of the Services, the CUSTOMER shall pay Block by Block a flat monthly fee of \$13,750.00 (thirteen thousand seven hundred fifty dollars) which fee shall be based upon the hourly billable rates for its various classes of employees as established by Block by Block and approved by CUSTOMER. The maximum annual amount of payments to Block by Block for the Services shall not exceed \$165,000.00 dollars (one hundred sixty five thousand dollars).
- b) Additional services either within or outside the Service Area may be requested by CUSTOMER from time to time. These services shall be provided at the same cost, which is \$20.52 for Cleaning for straight time. CUSTOMER shall make a written request for such additional services at least 48 hours in advance of the time service is needed.
- c) The flat rate and hours specified in Exhibit D is guaranteed for the Initial Term and can be changed by Block by Block upon thirty (30) days written notice if require service hours are altered by the customer.
- d) It is recognized that there may be months during the Term where the Services and number of hours worked may be reduced due to weather conditions or other circumstances and other months where additional hours or Service may be needed due to downtown events or other circumstances. The CUSTOMER may choose to "bank" any hours of Service which are not used during a monthly cycle and apply these "banked" hours to another monthly cycle within the Term. Any "banked hours" will be used for Services within the Improvement District and will be provided for no additional payment. Block by Block agrees to maintain records of all hours worked and submit monthly summaries of hours worked, cost per hour, tasks performed and "banked" hours available for future use.

At the end of the Term, Block by Block shall provide to CUSTOMER a report which sets forth a final accounting of all hours worked, cost per hour, tasks performed, hours "banked" and number of hours to be rolled to the next contract period.

- e) During the Initial Term, Block by Block shall invoice the CUSTOMER monthly for Services. Block by Block shall submit its invoices by the 15<sup>th</sup> day of each month. All payments are due within 30 days of invoice.
- f) In the event of any change in Federal, State, or Municipal legislation, regulation, administrative ruling or collective bargaining contract affecting any change in work hours, pay rates, working conditions, taxes, health insurance, benefits, etc. Block By Block shall notify the manager in writing of the change in the rates to be charged manager and the effective date of said change which shall be computed on the prevailing hourly pay scale. In the event that

government health care legislation mandates provision of health benefits to employees at the Service Area greater than agreed upon in this contract, then Block By Block shall invoice CUSTOMER for the direct cost associated with that program.

## **6) EQUIPMENT:**

- a) **OWNERSHIP** - As part of this agreement Block by Block will procure specific capital equipment as part of this agreement. A list of this equipment can be found in Exhibit E. The equipment will be purchased explicitly for the CUSTOMER contract and will be owned by Block by Block. All insurance, maintenance and associated costs of ownership will be borne by Block by Block as part of this agreement. The cost of this equipment will be amortized over a three year period, plus the cost of financing and included in the billable rate to CUSTOMER.
  
- b) In the event Block by Block is terminated without cause CUSTOMER will be responsible for reimbursing Block by Block for the capital equipment, less the amount collected on the equipment through invoicing of the regular agreed upon amount up to the date of notification.

## **7) INDEMNITY AND INSURANCE**

- a) **INDEMNIFICATION** - The parties shall defend, indemnify and hold each other and their respective agents and employees from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses (including reasonable attorney's fees), judgments, liens, encumbrances, orders, awards arising directly or indirectly from the negligent performance or willful misconduct by either party and/or its respective employees under this agreement (all of which are collectively referred to as 'Claims') by any person on account of; or arising as a result of: (1) injury to, or death of any person including but not limited to either party's personnel; (2) loss of or damage to any property; (3) the employment of, or performance of the Services by, either party's personnel and the termination, constructive or otherwise, of such employment or performance of services; or (4) any breach of any federal, state or local laws by either party or its respective personnel; provided however, that either party shall not be obligated to indemnify the other party for such party's own gross negligence or willful misconduct.

Additionally, for clarity, CUSTOMER will defend, indemnify and hold harmless Block By Block for any claim for personal injury, death or damage to tangible personal or real property, to the extent caused by structural defects and/or Acts of God, including but not limited to situations created by inclement weather, at the Service Area (except to the extent caused by Block By Block) or caused by the negligence or willful misconduct of CUSTOMER, its employees, affiliates, agents, tenants and/or the tenant employees, vendors or anyone in direct business relationship with CUSTOMER.

In the event CUSTOMER and Block By Block are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of California without, however, waiving any defenses of the parties under such law.

b) **PROOF OF INSURANCE** - During the Term of this Agreement, Block by Block shall at its own cost and expense procure and maintain in full force and effect the below listed types of insurance through insurance companies licensed to and doing business in the state of California. All insurance shall name the CUSTOMER as Additional Insureds regarding any operations of the Named Insured's performed under the Named insured's contract with CUSTOMER. Any insurance maintained by the CUSTOMER shall apply in excess of and not contribute with insurance provided by this policy.

(1) Contractor's Commercial/Comprehensive General Liability Policy with a combined single limit for bodily injury, personal injury and property damage of not less than \$1,000,000.00 per occurrence;

(2) Comprehensive Automobile Liability insurance insuring all owned, non-owned and hired motor vehicles with a minimum of \$1,000,000.00 Combined single limit for any one accident and sufficient to satisfy all applicable laws;

(3) Employers Liability with a minimum coverage of \$500,000.00 for any one occurrence;

(4) Umbrella (excess) Liability policy with a limit of at least \$4,000,000.00.

(5) Workers' Compensation sufficient to satisfy all federal, state and local laws and requirements, whether now or hereafter existing;

**8) REPRESENTATIONS AND WARRANTIES OF BLOCK BY BLOCK:** Block by Block hereby represents and warrants that (i) Block by Block will perform all Services in a good and workmanlike manner and with reasonable skill, (ii) Block by Block will pay all costs and expenses required for the performance of the Services, except as otherwise provided herein, (iii) Block by Block has the requisite permits from the appropriate federal, state and local authorities to provide the Services. Block by Block warrants that all Services will be performed in accordance with applicable laws for such Services. Block by Block makes no other representations or warranties regarding the Services.

**9) RELATIONSHIP OF THE PARTIES:** Block by Block agrees that it is and shall be an independent contractor under this Agreement and that Block by Block shall not be an agent or employee of CUSTOMER to any extent or for any purpose and Agreement - Hospitality, Safety and Supplemental Cleaning Services

nothing herein shall be construed to cause or create any such relationship. Block by Block shall have no authority to and shall not act for CUSTOMER or bind, or attempt to bind, CUSTOMER in or under any contract or agreement or to otherwise obligate CUSTOMER in any manner whatsoever.

**10) TERMINATION:** Either party may terminate this Agreement if the other commits a material breach of its respective obligations under this Agreement and fails to correct such breach within sixty (60) days after delivery of written notice of such a breach; provided, however, that if such a breach cannot reasonably be cured within the sixty (60) day period, then such party shall have a reasonable period to cure such breach. Notwithstanding the foregoing, Block by Block may terminate this Agreement on fifteen (15) days written notice if CUSTOMER fails to make any payment of money pursuant to this Agreement. Notwithstanding the foregoing, CUSTOMER may, upon sixty (60) days written notice, terminate this Agreement with cause.

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party.

**11) ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter. Any amendments or additions to this Agreement shall not be binding unless in writing and signed by both parties.

**12) GOVERNING LAW:** The State of Missouri shall govern this agreement without regard to any conflict of law principal. The parties agree that any legal action commenced by and between the parties shall be in the State of Missouri of proper jurisdiction located in Columbia.

**13) ASSIGNMENT:** Block by Block may not assign its interest in this agreement or subcontract any portion of the work to be performed hereunder without the written consent of the CUSTOMER.

**14) HEALTH AND SAFETY:** Block by Block is solely responsible for compliance with all applicable Federal, State and Local occupational safety and health regulations.

**15) AFFIRMATIVE ACTION POLICY:** Block by Block shall have in force an affirmative action policy that complies with the requirements of the City in which the Services take place.

**16) NOTICES:** All notices under this Agreement shall be in writing and shall be served by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at its address set forth above.

**17) ATTORNEY'S FEES:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**18) FORCE MAJEURE:** Neither party shall be liable for damages to the other party or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control, including but not limited to Acts of God, fire, flood, earthquake, extraordinary weather conditions, acts of war, acts of terrorism, labor disputes, riots, civil disorders, rebellions or revolutions in any country ("Force Majeure"), that party shall be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CUSTOMER:**  
THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT

**Block By block:**  
MYDATT SERVICES INC., dba BLOCK BY  
BLOCK

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

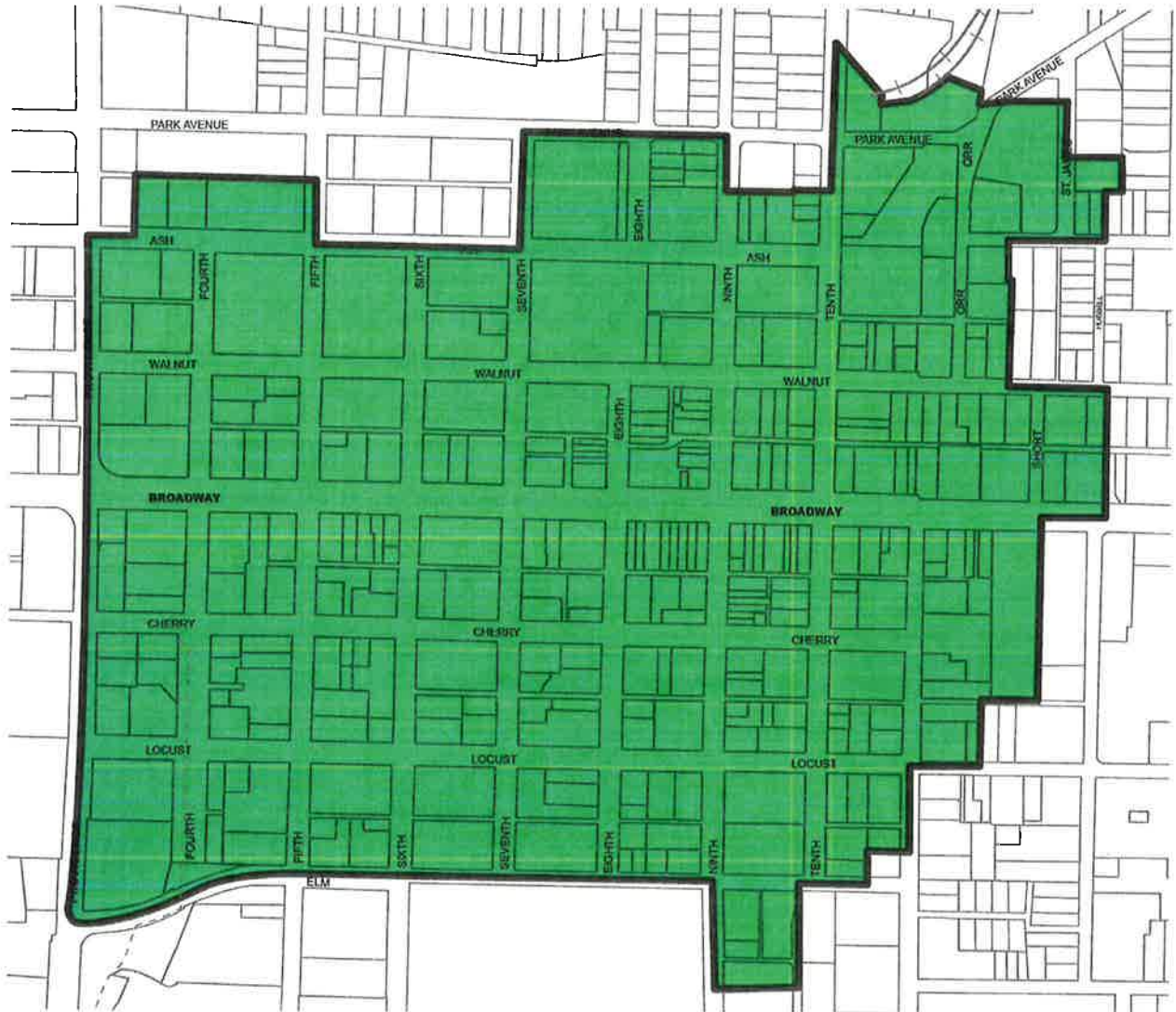
Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 11 S. Tenth St  
Columbia, MO 65201

Address: 7135 Charlotte Pike  
Nashville, TN 37209

**EXHIBIT A**  
**SERVICE AREA MAP**



## **EXHIBIT B**

### **Scope of Services - Cleaning**

Block By Block will provide the following Environmental Maintenance Services in the Service Area. Block By Block will also provide a detailed monthly schedule of maintenance services.

The Clean Team will serve primarily as a custodial service with a secondary role as a public information resource to district visitors, workers, shoppers and residents. Unless otherwise specified, areas of responsibility for the Clean Team include all pedestrian public rights of way, the sidewalks from the building line to the curb and alleys adjoining benefiting properties of the District Area from the building line to the opposing building line. Activities of the Clean Street Team may include:

- **Manual Removal of Litter And Debris** - Removal of litter, trash, and debris, and extending a distance of 18 inches beyond the curb into the street or alley, by mechanical or manual means, including: all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and any dead animals.
- **Weed Control** - Killing and removal of weeds and grass. Contractor shall spray weeds as needed with chemicals meeting all Federal, State and Municipal laws and regulations. Contractor shall meet all licensing requirements imposed by Federal, State, or local authorities.
- **Mechanical Cleaning** - Using the District's mechanical cleaning devices to clean sidewalks and remove debris and litter from public pedestrian rights of way (including sidewalks, pedestrian skywalks and alleys) and tree wells. Specific Clean Team members shall be hired and trained by Contractor to be the primary operators of the mechanical cleaning devices. Only in the event of an extreme emergency should other members of the Clean Team be permitted to operate the machines.
- **Handbill Removal** - Removal of handbills, stickers, posters and similar items from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures.
- **Graffiti Removal** - Remove or cover graffiti from the first floor of buildings facing or visible from public rights of way, and from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures, within 24 hours after the graffiti appears (subject to any delay necessary to obtain consent of the owner of any



private property), using the least intrusive means available and approved by the property owner. Contractor will not perform graffiti removal on private property until the consent of the owner has been obtained. The District will aid Contractor in securing any necessary consent from the owner of any private property affected.

- **Power Washing** – Block by Block will carry out some scheduled power washing including dumpster areas as identified. Spills and stains will be dealt with in a quick and reasonable manner.
- **Special Projects** - Carry out a wide variety of special projects mutually agreed upon by the CUSTOMER and Block by Block. Such special projects include painting of fixtures (benches, light posts, etc.), power washing or any other project not requiring 'technical' expertise that can be carried out within reasonable methods or means by existing cleaning staff members.
- **Landscaping** - Limited landscaping services as requested by the CUSTOMER.

## **EXHIBIT C**

### **Weekly Service Hours**

**All Season**

Position	Hours	Primary Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	7am-2:30pm	Manual Cleaning	8			8	8	8	8	40
	7am-2:30pm	Manual Cleaning	8	8	8			8	8	40
	Flex	Seasonal Special Projects	Flex							6
Operations Manager	FLEX	This is a 'Working Manager' who will provide special projects opportunities		8	8	8	8	8		40
		<b>Daily Totals</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>24</b>	<b>16</b>	
Total Scheduled Weekly Hours										126



**EXHIBIT D**

**Employee Average Wage Rates and Bill Rates**

<b>PRICING</b>	<b>Clean Ambassadors</b>	<b>Special Projects</b>	<b>Operations Manager</b>
<b>Pay Rate</b>	<b>\$ 11.00</b>	<b>\$ 11.00</b>	<b>\$ 23.54</b>
FICA	\$ 0.84	\$ 0.84	\$ 1.80
WC	\$ 0.61	\$ 0.61	\$ 1.29
Liability	\$ 0.28	\$ 0.28	\$ 0.60
Unemployment	\$ 0.13	\$ 0.13	\$ 0.28
<b>Subtotal</b>	<b>\$ 12.86</b>	<b>\$ 12.86</b>	<b>\$ 27.52</b>
<b>Weekly Hours</b>	<b>80.00</b>	<b>6.00</b>	<b>40.00</b>
<b>Annual Hours</b>	<b>4,160.00</b>	<b>312.00</b>	<b>2,080.00</b>
<b>Annual Billing</b>	<b>\$ 53,493.44</b>	<b>\$ 4,012.01</b>	<b>\$ 57,234.24</b>
Overhead	\$ 4.85	\$ 4.85	\$ 4.85
Benefits	\$ 0.73	\$ 0.73	\$ 0.73
Profit	\$ 2.08	\$ 2.08	\$ 2.08
<b>Bill Rate</b>	<b>\$ 20.52</b>	<b>\$ 20.52</b>	<b>\$ 35.17</b>
Weekly Hours	80.00	6.00	40.00
Annual Hours	4,160.00	312.00	2,080.00
<b>Annual Billing</b>	<b>\$ 85,352.14</b>	<b>\$ 6,401.41</b>	<b>\$ 73,163.59</b>
<b>ANNUAL BILLING</b>			<b>#####</b>

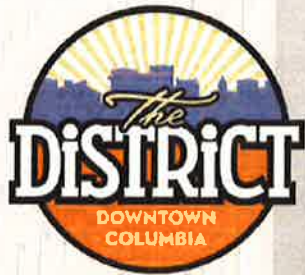
**EXHIBIT E**

**Capital Equipment**

EQUIPMENT	OVERVIEW	SAMPLE
<b>John Deer Gator with Watering Unit (1)</b>	This piece of equipment is extremely versatile and can get into tight corners where a truck cannot. It will be equipped with a watering unit that can be used for pressure washing as well as landscaping in Columbia desires.	
<b>Megabrute Container (2)</b>	We'd like to have all of our Clean Ambassador be equipped with the MegaBrute Container. This will allow us to carry water with us and address spills and stains immediately. It can also be divided into separate containers that will allow us to recycle and create a clean and green program.	



# Proposal for **PUBLIC SPACE JANITORIAL SERVICES** Downtown Columbia Community Improvement District



July 22, 2016

Submitted to:  
Katie Essing,  
Executive Director  
The District  
11 S. Tenth St.  
Columbia, MO 65201

Submitted From:  
Mark Lammon  
Vice President of Business Development  
Block by Block  
640 South Fourth Street  
Louisville, KY 40202  
216-973-2217







July 22, 2016

Katie Essing  
Executive Director  
The District  
11 South Tenth Street  
Columbia, MO 65201

Dear Katie,

I can't believe it's been nearly a year since we started services in Columbia. To date, I've had the opportunity to visit dozens of cities and districts throughout the country and I have to admit, that Columbia still remains one of my favorite places. The unique character that comes from having a concentration of universities and the charm of the streetscape makes The District an amazing place to live, work, and play.

As we began to prepare for this proposal, we wanted to reflect on a few of the accomplishments of the district and items that were learned. Our initial proposal from you a year ago including bringing the Terracycle cigarette recycling program to Columbia. Now that it's been out on the street we feel it has been a huge success and has allowed our team to spend less time picking up pesky tiny cigarette butts and spend more time special projects and pressure washing.

We learned early on that recruitment was going to be an issue in Columbia. We were able to increase wages in order to be more competitive while not affecting the total cost of the program in the first year. This proposal includes that increase as well as a raise for the Operations Manager in order to comply with new federal overtime laws.

Within this proposal we've included six additional hours of special project time. These hours will be 'banked' throughout the year which will allow us to bring in seasonal help when needed. The District Ambassador program will continue to grow and evolve and increase its presence in The District each and every day.

We love being part of The District's story and look forward to continuing our role in it for many years to come.

Sincerely,

A handwritten signature in black ink that reads 'Mark Lammon'.

Mark Lammon  
Vice-President



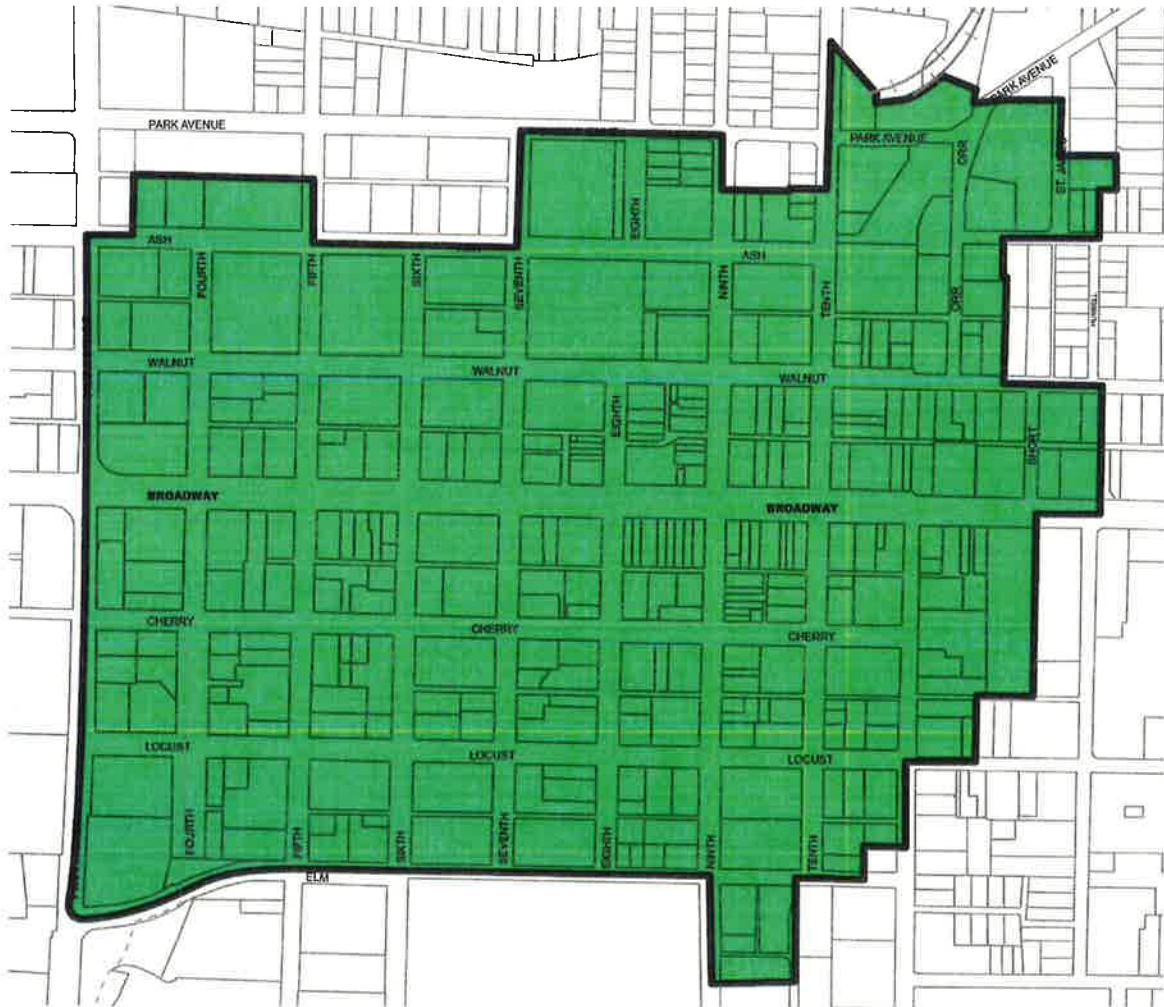
### WHY BLOCK BY BLOCK

Delivering Clean and Safe services to over seventy districts across the country gives us the advantage of knowing what works and doesn't work in communities. Block by Block isn't just another janitorial or security company; we only do management districts and only provide AMBASSADORS.

- 🌍 **National Best Practices:** We know what works across the country from gum removal, homelessness, power washing and graffiti. We implement the best of what we see into your program locally. We're able to take ideas (like Demand Based deployment or gum removal), look at how your city functions and from there develop a tailored program that works best for your district.
- 🌍 **Economies of Scale:** Since we serve such a large volume of districts, we're able to leverage our purchasing power to get our customers the best possible price on everything from trash bags to uniforms. We purchase everything at wholesale price, saving our customer's money to provide more hours on the street.
- 🌍 **Risk Management** - Our team handles all workers compensation claims and OSHA issues. This provides a level of protection to our customers that cannot be offered if in-house. For example, just this year an ambassador in Minneapolis was injured by a reckless motorist resulting in a \$500,000 workers compensation claim. Being part of the Block by Block team means everyone shares this risk. The task of managing a significant risk of a claim can take hundreds of labor hours to handle.
- 🌍 **Corporate Support** - Our corporate support center allows our Operations team to spend more time on the street rather than handling logistics and paper work. Over the years we have developed a hiring process that gives us the best ambassadors in the field.
- 🌍 **Training** - Our ambassadors never stop learning about how to be the best. Each ambassador receives weekly, monthly and quarterly training that can be done via our web based system. We update our training on a regular basis to include the best practices from around the country. Just in the last three years we've spent over \$50,000 on developing specific training models just for ambassadors working in the public right away.
- 👤 **We Know Columbia** - The work we've done in The District over the past year has given us significant experience to be the best provider of services. The knowledge of what is needed to make sure the needs of the district are met can only come from the team that has been on the ground doing the work since day one. Our team has become a part of the experience of being in The District and is highly regarded by the community.

## DEPLOYMENT

As we initially thought about deployment when we first started service to Columbia, we had to turn our normal spring, summer, and fall scheduling upside down. While the vast majority of cities experience summer visitor season, Columbia's busiest seasons are when the universities are in session. On top of this, it's often when the weather is at its best that Columbia has lower pedestrian counts. However after we initially started we realized that we need some flexibility with being able to staff some season special projects in the peak season of visitor traffic.







## DEPLOYMENT SCHEDULE

The following deployment table includes six additional hours of flexible special projects hours. These hours will be banked to allow us to complete special projects with part-time individuals throughout the season.

All Season										
Position	Hours	Primary Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	7am-2:30pm	Manual Cleaning	8			8	8	8	8	40
	7am-2:30pm	Manual Cleaning	8	8	8			8	8	40
	Flex	Seasonal Special Projects	Flex							
Operations Manager	FLEX	This is a 'Working Manager' who will provide special projects opportunities		8	8	8	8	8		40
<b>Daily Totals</b>			<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>24</b>	<b>16</b>	
Total Scheduled Weekly Hours										126

## CLEANING SERVICES

### LITTER

Debris will be removed from sidewalks, alleys and street gutters. Debris includes:

- Loose trash
- Cigarette butts
- Sediment and loose rock

### WEEDS

Weeds will be removed from sidewalk cracks and building lines.

- Isolated weeds will be pulled while Ambassadors are on manual cleaning patrol.
- Areas of widespread growth will be removed by spraying and cutting or by using a weed eater.

### GRAFFITI

Graffiti will be removed immediately upon identification from public fixtures such as light posts, utility boxes and signs using the least evasive methods possible. Our methods of graffiti removal include wiping with graffiti removal chemicals, scraping, painting or power washing.

Graffiti identified on private property will be reported using a Property Condition Report. We can work with your organization to develop a desired protocol for graffiti on private property. In most cases our Operations Manager makes contact with the property owner to request permission to remove. Once a "Release" form has been signed, our team can remove the graffiti on the first floor of private property.



### ATTENTION TO DETAIL

While on normal cleaning rounds Ambassadors will be trained to tend to nearly every detail they might encounter in the public right of way to include:

- Damp wipe public fixtures, such as trash can lids, to create a clean appearance
- Damp wiping and inspecting the inside of fixed news rack corrals for litter and debris
- Inspecting free publication boxes to make sure litter or other items are not placed inside

### POWER WASHING

Block by Block will provide selective power washing in the district:

- **Spot Washing** - we will work to immediately address unsightly spills and stains in the district including around dumpsters and under trash cans. This will include the alleys as mentioned in the RFP.

Additionally, our cleaning crews will carry several gallons of water with them on their cleaning carts. This will enable them to wash down stains without having to call the power washer out to service.

### SPECIAL PROJECTS

Special projects will be initiated to tackle issues that are overlooked or not addressed by the city due to limited resources. Special project opportunities include:

- Paining of street fixtures to include utility boxes, benches, light poles, etc.
- Thorough cleaning of tree wells
- Power washing and repair of waste cans
- Thorough scrubbing and cleaning of street fixtures
- Any other task as specified
- Removing of cigarette butts as needed.

### HOSPITALITY SERVICES

All Ambassadors will be selected based on their willingness and ability to interact with the public. Once hired they will be trained and expected to recognize hospitality needs in order to provide a greeting, directions, recommendations or to answer any question the public might have.

## IMPLEMENTATION TIMELINE

Since Block by Block is the current vendor for The Downtown Community Improvement District, the program can operate immediately with no start-up time. Therefore we did not submit a implementation timeline for review.



## TRAINING

Once an outgoing and friendly person is hired, it's time to give them the best training possible to make them a Block by Block AMBASSADOR. With our decades of experience, we've built training modules to start with the basics. As each individual progresses through the 24 hours of initial training, they receive specific training based on whether they are a clean, safe, or hospitality Ambassador. An outline of our initial training course is provided below:

Safety Ambassador Curriculum			Cleaning Curriculum			Hospitality Curriculum		
Sect	Topic	Hours	Sect	Topic	Hours	Sect	Topic	Hours
Orientation			Orientation			Orientation		
1.1	Background of Block by Block	1.0	1.1	Background of Block by Block	1.0	1.1	Background of Block by Block	1.0
1.2	Intro to the Customer	1.0	1.2	Intro to BIDs & the Customer	1.0	1.2	Intro to BIDs & the Customer	1.0
1.3	Perceptions	1.0	1.3	Perceptions	1.0	1.3	Perceptions	1.0
1.4	What is an Ambassador	1.0	1.4	What is an Ambassador	1.0	1.4	What is an Ambassador	1.0
2.1	Operational Procedures - General	0.5	2.1	Operational Procedures - General	0.5	2.1	Operational Procedures - General	0.5
2.3	Operational Procedures - Safety Specific	1.0	2.2	Operational Procedures - Cleaning Specific	2.0	2.4	Operational Procedures - Hospitality Spec	1.0
2.5	Communications	1.0	2.5	Communications	1.0	2.5	Communications	1.0
2.6	Reporting	2.0	2.6	Reporting	2.0	2.6	Reporting	2.0
3.1	District Orientation & Training	9.5	3.1	District Orientation & Training	9.5	3.1	District Orientation & Training	9.5
3.2	Public Engagement Training	2.0	3.2	District Orientation & Training	2.0	3.2	Customer Service & the Engagement Experi	3.0
4.1	Scenarios - All Ambassadors	1.0	4.1	Scenarios - All Ambassadors	1.0	4.1	Scenarios - All Ambassadors	1.0
4.3	Scenarios - Safety	2.0	4.2	Scenarios - Cleaning	1.0	4.4	Scenarios - Hospitality	1.0
4.5	Workplace Safety	1.0	4.5	Workplace Safety	1.0	4.5	Workplace Safety	1.0
TOTAL		24.0	TOTAL		24.0	TOTAL		24.0

## TRAINING PLATFORM

Block by Block has invested heavily in our training infrastructure over the past three years. We recently transitioned our training platform to the SafePersonnel training platform. This web-based training system allows our Ambassador take their on-going refresher training from anywhere, which prevents us from taking members out of the field. Ambassadors watch a video training module and are then required to take a short quiz at the end of the training. Our corporate compliance manager ensures that all Ambassadors complete the necessary modules on time and with a satisfactory grade. Anyone who does not receive a satisfactory score will be required to take the training again.

## SAFETY TRAINING

Safety is our top priority at Block by Block. We want to make sure that all of our team members return home safely after the completion of each shift. In 2014, we launched our STOP.THINK.ACT campaign. Coupled with weekly and quarterly training sessions, the program is integrated into everything from our uniform bracelets, posters in our operations centers, and reminders placed on all of our equipment. In 2016, Block by Block will be refreshing the campaign based on contributions from our employees around the country. A competition was held with all of our accounts and we celebrated our company wide safety day on July 11<sup>th</sup>!

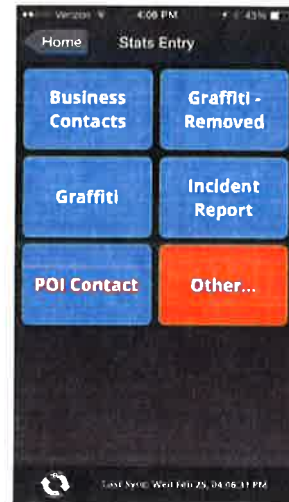


## REPORTING

For an Ambassador Program to consistently evolve and respond to the changing conditions of Downtown, it must have meaningful data that can help the Operations Manager make informed decisions. After surveying nearly every third party reporting system available, Block by Block came to the conclusion that none of these system was specifically engineering to provide metrics about downtown districts. That’s why we developed the Statistics Management Ambassador Reporting & Tracking System or SMART.

The SMART System is provided for FREE to all of our customers. Using an iPhone or iPad, Ambassadors enter all of their statistics using an intuitively developed interface that avoids the appearance that they are texting.

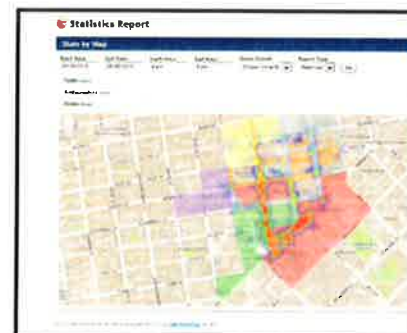
The SMART System provides a vast array of information to you as well as our corporate support team. Some of the many features of the SMART System include:



- Board Ready reports to that provide a quick and easy reference to the most common statistics.
- Property condition and code enforcement reporting that can be integrated into the city’s infrastructure reporting system.
- Incident report database that details all the information about a particular occurrence that has happened on downtown streets. This system can be programed to alert the Management District to any high level issues with an automatic notification feature.
- Activity tracking of all the Ambassadors which can be filtered by zone, hour, and shift. We can use this information to provide quality assurance as well make deployment adjustments.
- Equipment tracking including when maintenance prompts to ensure the maximum life span of the tool.
- Business Contact database that is updated when the Ambassador makes a routine stop at a street level business. If that business is having an issue the Ambassador can forward that report to the appropriate staff person at The District.

## MAPPING

A map is worth a thousand words, that’s why Block by Block introduced mapping technology into the SMART system in 2015. The system, without the need for costly data plans, is able to provide incident mapping, heat mapping, and walk route maps. These maps can be used to ensure Ambassadors are patrolling and cleaning their correct routes, as well as provide information to stakeholders where incident are occurring downtown.





## COMPANY INFORMATION

### 1. FIRM NAME AND ADDRESS

Mydatt Services Inc. d.b.a. Block by Block  
640 South Fourth Street  
Louisville, KY 40202

**Blair McBride, President**  
bmcbride@blockbyblock.com  
(502)664-5590

**Derreck Hughes, Vice President of Operations**  
dhughes@blockbyblock.com  
(502)592-3263

**Mark Lammon, Vice President of Business Development**  
mlammon@blockbyblock.com  
(216)973-2217

PRINCIPLES: Company Wholly Owned by SMS Holdings, based in Nashville, TN

### 2. OFFICE LOCATIONS

Our **national office** is located at:

640 South Fourth Street  
Louisville, KY 40202

Our national **Corporate Support Center** is located at:

7135 Charlotte Pike  
Nashville, TN 37209

### 3. PARENT COMPANY

SMS Holdings Corp

### 4. NUMBER OF YEARS IN BUSINESS

SMS Holdings Corp- 27 Years  
Block by Block - 13 years  
First District - 20 years (previously operated as part of sister company, Brantley Security)

### 5. FEDERAL TAX ID NUMBER

31-1332763

### 6. LEGAL STRUCTURE

Mydatt Services Inc., d.b.a. Block by Block is a privately held corporation and is fully owned by SMS Holdings. SMS gives Block by Block autonomy in all decision making and strategic planning.





## 7. FINANCIAL STABILITY

SMS Holdings has a strong financial position. All growth is financed internally.

## 8. LICENSES AND PERMITS & TAXES

Block by Block is licensed to do business in the state of Missouri. It is current on all federal, state, and taxes withholdings and unemployment insurance payment.

## 9. INSURANCE

Block by Block will maintain the following insurance while providing services under contract with your organization:

- Commercial General Liability Insurance including Broad Form Property Damage, Premises Operation Coverage, Products and Completed Operations, Contractual Liability, Independent Contractors Liability and Personal Injury. The aforementioned shall be written for a combined single limit of \$1,000,000 and Occurrence, \$1,000,000 Personal Injury and \$3,000,000 General Aggregate.
- Worker's Compensation Insurance covering all persons employed by Block by Block in the performance of services to your organization; employer liability insurance with \$1,000,000 minimum limit each accident; \$1,000,000 policy limit; \$1,000,000 each employee.
- Automobile Liability Insurance liabilities for Bodily Injury and Property Damage applying to owned, non-owned, and hired automobiles for a combined single limit of \$5,000,000.
- Umbrella Liability Insurance applying excess of Coverage A and C for a combined single limit of \$5,000,000 each occurrence and \$5,000,000 annual aggregate.

## 10. CLAIMS

Block by Block only has had claims resulting from normal day to day operations. There are no claims pending that would impact our ability to deliver services to The District.

## 11. BANKRUPTCY

Block by Block, nor its parent company, SMS Holdings Corp, has ever filed for any type of bankruptcy protections.

## 12. ANNUAL REVENUES

Block by Block has maintained annual revenue of \$45 Million each year for the last three years.

## 13. EMPLOYEES

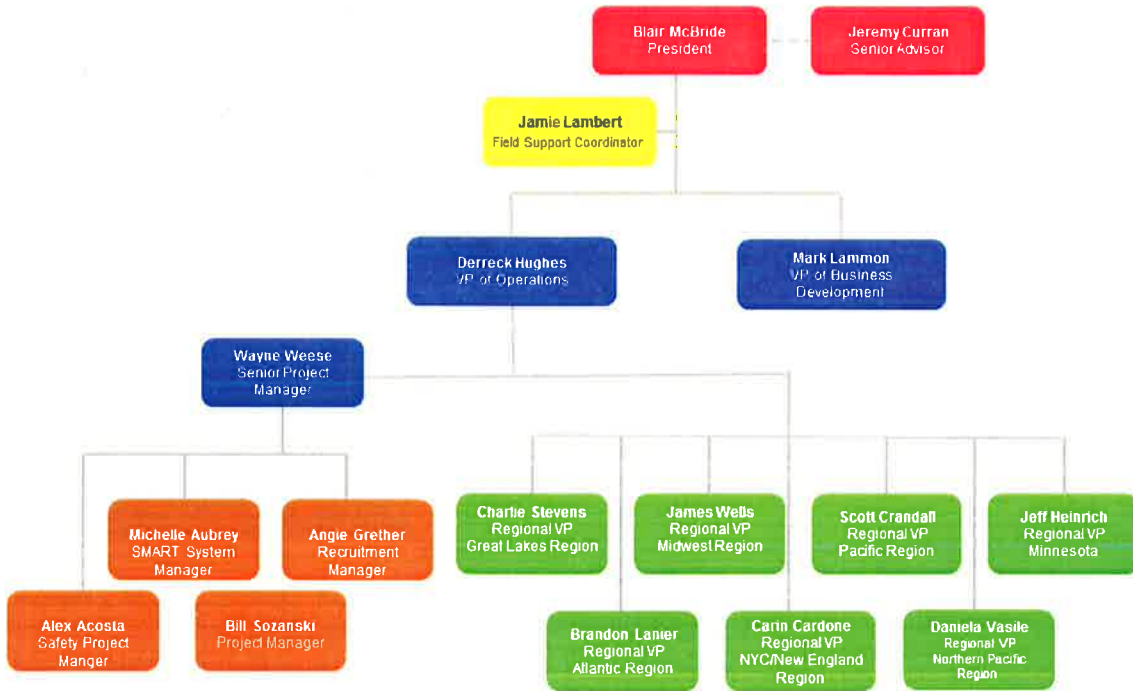
Block by Block has an average of 1,300 employees across the country depending on seasonality. This includes our corporate staff.

## 14. SUBCONTRACTORS

Block by Block will not use any subcontractors for our work in Columbia.



## CORPORATE STAFF MEMBERS



Block by Block knows that exceptional personnel are essential to the delivery of exceptional services. Block by Block employs professionals who have achieved distinction in their field through years of experience within a variety of organizations. These professionals, possessing both administrative and operational expertise, are directly involved in the phase-in, ongoing management, and administration of our programs. Staff members with direct oversight of company operations are identified below:



### **BLAIR MCBRIDE, PRESIDENT**

#### **Biographical Info**

Blair McBride has been employed by Block by Block and its parent company since 1995. Mr. McBride has held many key supervisory and management positions during progression through the ranks with Block by Block, having served most recently as Business Development Manager in addition to Operations Manager, Quality Assurance Manager, and Project Director. Mr. McBride has vast experience in developing, implementing and managing customers and employees alike. During his tenure serving as the HR director of Brantley Security, he was instrumental in the development and implementation of systems by which to recruit and retain personnel, thereby increasing the skill level and overall quality of our company's workforce.

Mr. McBride holds a Bachelor of Science in Business Administration with concentrations in Management and Marketing from the University of Louisville. Mr. McBride is an active member in the International Downtown Association (IDA) and served six years on their Board of Directors along with various committees.



#### **Role and Responsibilities**

On a daily basis, Blair guides and oversees our strategic direction and planning initiatives at a company level. He also services as an internal consultant to the Vice President of Operations and the Regional Vice Presidents under his direction. Blair also maintains close contact with each customer to gauge satisfaction and provide direction to the Regional VPs based on feedback received from customers.

We are sure you will find Blair to be hands on in respect to making continual progress within each of our programs and by developing corporate initiatives that will affect all Block by Block programs. Blair spends a vast amount of time traveling to Block by Block accounts to interact with customers, providing guidance in the continual evolvement of individual programs and conducting quality assurance audits.



### **DERRECK HUGHES, VICE PRESIDENT OF OPERATIONS**

#### **Biographical Info**

Derreck, much like many other members of our Corporate Staff, have 'grown up' with the organization. Derreck first came to work with Block by Block at the age of twenty as a Security Officer, assigned to one of Brantley Security's most high profile, class 'A' office complexes. It wasn't long before Derreck proved he had the special mix of knowledge of our business, effective leadership, initiative, and personality. These traits allowed him to advance rapidly to an Account Manager, then an Operations Supervisor with Block by Block in downtown Louisville, then on to the rank of an Operations Manager overseeing Block by Block's safety, cleaning and transportation programs in Branson, MO.

In November of 2007, Derreck was promoted to the level of Project Manager and relocated back to Louisville. It didn't take long for Derreck to make a huge impact demonstrating his leadership abilities and business acumen on several projects. When the position of Regional Vice President for the Pacific Region was created Derreck was an obvious fit for the position.



During his nearly three years of overseeing Block by Block's west coast operations not only did Derreck solidify operations of each of the programs under his direction, but he developed solid relationships with customers. His active, hands on involvement with each program ensured that the programs not only met expectations, but continually evolved.

#### **Role and Responsibilities**

In his current role Derreck will be responsible for providing oversight and support to the four Regional Vice Presidents. Derreck will be actively involved in not only daily operations and projects, but he will be active in customer relations. Derreck will also serve as an internal consultant evaluating the quality of operations and making recommendations for improving the effectiveness of each program.



## The Downtown Community Improvement District - Columbia, MO

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### **MARK LAMMON, VICE PRESIDENT OF BUSINESS DEVELOPMENT**

#### **Biographical Info**

Mark joined Block by Block in 2014 and brings nearly a decade of downtown management experience to the company. Prior to his current role, Mark was the Director of Operations for Downtown Cleveland Alliance, a Business Improvement District covering 105 blocks and over 60 employees. In addition to day to day operations, Mark was the liaison between the business community and the City of Cleveland, providing guidance and insight on infrastructure projects and safety issues.

In 2012, Mark took on the additional role as President of Flats Forward, a community development organization tasked with rebuilding Cleveland's waterfront district. This turned out to be a very difficult but rewarding challenge as it necessitated getting vastly differing land users to come together for a unified vision of the district. In the end, owners of a steel mill, residents, recreation groups, restaurants, and even ship captains developed a land-use plan that is now in use for the district's redevelopment.



Even though he is no longer with the Alliance, Mark still serves as Board Chairman of Frontline Service, Cuyahoga County's delivery organization for homeless mental health services. Through his leadership, the county continues to provide additional permanent supportive housing units and is expanding its rapid rehousing program to prevent chronic homelessness.

#### **Role and Responsibilities**

In his current role, Mark is responsible for developing and advising new Block by Block programs across the country and providing best practices to those currently with the Block by Block family.



### REGIONAL VICE PRESIDENTS

The first of the two primary functions of each of our Regional Vice Presidents is to make sure each Operations Manager and program has the tools, knowledge and other resources necessary to perform. The second is the role of ensuring a high level of quality within each program. The focus on this role has allowed us to not only meet customer expectations, but develop new programs and initiatives to exceed customer expectations.

Your Regional Vice President will be involved in the ongoing daily operations of your program once and will provide ongoing coaching and quality assurance to make sure the program exceeds expectations. The Regional Vice President will conduct quality assurance evaluations each quarter, establish associated short term objectives, develop an annual Strategic Operating Plan, provide budget oversight and maintain close contact with your staff.



#### **JAMES WELLS, REGIONAL VICE PRESIDENT, SOUTHEAST**

Prior to joining the Block by Block corporate staff in November 2005, James served as the Operations Manager for the Louisville Downtown Management District program. In this role James oversaw a fifteen person staff who provided a superior level of service to our customer and our community in Louisville. James led the adaptation of services for downtown as it evolved into an 18-hour, seven day a week downtown with the evolution of Louisville's downtown entertainment district. James attention to detail and creativity helped secure the respect of his peers, which will undoubtedly allow him to excel in his new position.

Prior to coming on board with Block by Block, James served in production management for a large size printing company in the Louisville area. In this role he worked in a variety of environments and gained a significant amount of management experience. James holds a Bachelor's of Science in Marketing from Indiana University.



## COMPENSATION & BENEFITS

### WAGES

The following wages are based upon the current pay structure for The District Ambassador Program. We increased our wages during the start-up of the program in order to better recruitment.

Position	Start	After 90-Days	After 1 Year
Ambassadors	\$ 10,350.00	\$ 11.00	\$ 11.50
Operations Manager	\$ 47,800.00	\$ 48,000.00	\$ 49,680.00

### BENEFITS



The following information outlines our standard benefits program.

#### Immediately

BENEFIT	OVERVIEW
Paid Holidays	Employees will receive holiday pay for New Years, Memorial, Independence, Labor, Thanksgiving, and Christmas days.
Weekly Pay	At the continual request of employees, Block by Block pays weekly on Tuesday
Direct Deposit	Employees can have their weekly pay check deposited into their bank account(s) of choice
Health Insurance	Group membership with Blue Cross and Blue Shield, which is a traditional health plan, not the mini-med plan typically provided by other vendors. This is the same health plan provided to all Block by Block employees - managers and front line employees alike. We pay 70% of the premium while the employee pays 30%.
Dental Insurance	Group membership is with Delta Dental. Block by Block pays 70% of the premium, while the employee pays 30%.
Life Insurance	\$20,000 of free life insurance is provided to employees who participate in the company sponsored health insurance plan.
Paid Time Off	Paid time off is available after one year's worth of employment.
Birthday Pay	All full and part time employees receive their birthday as a paid day off.
401K Plan	Employees may contribute to the company sponsored plan.

## EQUIPMENT & UNIFORMS

The current equipment for CID Ambassador Program is listed. WE are recommending continuing to use this equipment.

EQUIPMENT	OVERVIEW	SAMPLE
<b>John Deer Gator with Watering Unit (1)</b>	<p>This piece of equipment is extremely versatile and can get into tight corners where a truck cannot. It will be equipped with a watering unit that can be used for pressure washing as well as landscaping in Columbia desires.</p>	
<b>Megabrute Container (2)</b>	<p>We'd like to have all of our Clean Ambassador be equipped with the MegaBrute Container. This will allow us to carry water with us and address spills and stains immediately. It can also be divided into separate containers that will allow us to recycle and create a clean and green program.</p>	
<b>2-Way Radios</b>	<p>All of our ambassadors will be equipped with a 2-way radio connected to each other. In addition we want Downtown Columbia to have a radio as well so they can communicate easily with the Ambassadors.</p>	
<b>iPod Touch</b>	<p>We believe a critical function of Ambassadors will be to track individual interactions with persons of interest in the district. For this reason we will issue each of them an iPod Touch, which will run our SMART System application. Additionally, the Ambassadors will be able to document incidents, maintenance issues, and enter details of equipment usage through the SMART System on the iPods.</p>	
<b>Cell Phones</b>	<p>One cell phone is recommended as part of the program.</p> <ul style="list-style-type: none"> <li>▪ <b>Operations Manager</b> - would have a dedicated iPhone, and would be required to respond to program needs during working and non-working hours (The current cell phone will be used)</li> </ul>	










## UNIFORMS

It's important that uniforms are highly visible so the community knows who is providing the services to the district. They help brand to the Community Improvement District association. Our current uniform includes polos with The District logos, information 'i', work shorts for the summer and pants when the wear dictates that we need it. The district also has distinct brim that hats that help the public recognize who that are as Ambassador. We are recommending continue with the current uniform elements.

## CLEANING SUPPLIES




The environment is important to everyone and we do our part to ensure that our Ambassador Programs have the least amount of impact on the planet. That's why we use only green and biodegradable cleaning products. This not only saves the planet but protects our employees as well. Besides our mentioned mechanical equipment, we also use:

-  Bio-degradable all-purpose cleaner for whipping down fixtures
-  Green Graffiti Remover
-  Buckets and Brooms
-  Small gardening tools to remove weeds
-  Water and vinegar to stop the growth of moss on sidewalks
-  Paint for covering graffiti
-  Small sprayer containers for rinsing spills and stains



## REDUCING CARBON FOOTPRINT

The very nature of the work that we do has a low impact on the environment because we perform much of this work manually. Some of the other ways that we reduce our program's carbon footprint include:

-  Using small utility vehicles instead of full size pick-ups trucks. The program in Columbia currently uses a John Deere Gator which uses significantly less fuel, thereby releasing less carbon emissions.
-  Encouraging our employees to use public transportation and biking to work.
-  Reducing our use of paper reports and switch to digital reporting as possible.

## REFERENCES

We operate in over 80 districts across the country, feel free to reach out to any of them!

DOWNTOWN SOUTHBEND	
	<p><b>Serving Since:</b> February 2006  <b>Ambassadors:</b> 6  <b>Contract:</b> \$260,000  <b>Contact:</b> Aaron Peri, Executive Director  <b>Phone:</b> (574) 282-1110  <b>Website:</b> www.downtownsouthbend.com  <b>Services Provided:</b> Environmental Maintenance, Supplemental Safety, Hospitality Services, Landscape Services</p>
DOWNTOWN YAKIMA	
	<p><b>Serving Since:</b> July 2012  <b>Ambassadors:</b> 3  <b>Contract:</b> \$161,400  <b>Contact:</b> Sean Hawkins  <b>Phone:</b> (509) 575-6005  <b>Website:</b> www.downtownyakima.com  <b>Services Provided:</b> Environmental Maintenance</p>
DOWNTOWN DULUTH	
	<p><b>Serving Since:</b> December 2004  <b>Ambassadors:</b> 6  <b>Contract:</b> \$280,000  <b>Contact:</b> Kristi Stokes, President  <b>Phone:</b> (218) 727-8549  <b>Website:</b> www.downtownduluth.com  <b>Services Provided:</b> Supplemental Safety, Hospitality Services</p>



## The Downtown Community Improvement District - Columbia, MO

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### COST SUMMARY

The following budget takes into account all of the proposed changes we've made to the program including increase in wages for the Ambassadors and a salary increase for the Operations Manager. We've also added a seasonal special projects position in order to perform more work during peak time.

### PROGRAM BUDGET

PRICING	Clean Ambassadors	Special Projects	Operations Manager
<b>Pay Rate</b>	<b>\$ 11.00</b>	<b>\$ 11.00</b>	<b>\$ 23.54</b>
FICA	\$ 0.84	\$ 0.84	\$ 1.80
WC	\$ 0.61	\$ 0.61	\$ 1.29
Liability	\$ 0.28	\$ 0.28	\$ 0.60
Unemployment	\$ 0.13	\$ 0.13	\$ 0.28
<b>Subtotal</b>	<b>\$ 12.86</b>	<b>\$ 12.86</b>	<b>\$ 27.52</b>
Weekly Hours	80.00	6.00	40.00
Annual Hours	4,160.00	312.00	2,080.00
<b>Annual Billing</b>	<b>\$ 53,493.44</b>	<b>\$ 4,012.01</b>	<b>\$ 57,234.24</b>
Overhead	\$ 4.85	\$ 4.85	\$ 4.85
Benefits	\$ 0.73	\$ 0.73	\$ 0.73
Profit	\$ 2.08	\$ 2.08	\$ 2.08
<b>Bill Rate</b>	<b>\$ 20.52</b>	<b>\$ 20.52</b>	<b>\$ 35.17</b>
Weekly Hours	80.00	6.00	40.00
Annual Hours	4,160.00	312.00	2,080.00
<b>Annual Billing</b>	<b>\$ 85,352.14</b>	<b>\$ 6,401.41</b>	<b>\$ 73,163.59</b>
<b>ANNUAL BILLING</b>			<b>\$ 164,917.14</b>

Block by Block Ambassador Budget		
Category	Total	%
Labor (includes payroll taxes)	\$ 114,739.69	69.6%
Benefits (health, dental, life, vacation)	\$ 4,801.34	2.9%
Labor Related (background checks, recruiting, awards, etc.)	\$ 1,830.00	1.1%
Uniforms	\$ 3,465.00	2.1%
Equipment	\$ 8,927.10	5.4%
Equipment Related (maintenance and fuel)	\$ 4,207.00	2.6%
Janitorial Supplies	\$ 3,500.00	2.1%
Cell Phones	\$ 540.00	0.3%
Office Supplies & Printing	\$ 200.00	0.1%
Miscellaneous	\$ 500.00	0.3%
Administrative Support (mgmt, travel, postage, etc.)	\$ 8,590.00	5.2%
Profit (9.0% of total)	\$ 13,617.01	8.3%
<b>TOTAL</b>	<b>\$ 164,917.14</b>	<b>100.0%</b>





## ATTACHMENT

### CERTIFICATE OF GOOD STANDING

# STATE OF MISSOURI



**Jason Kander**  
**Secretary of State**

CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

*MYDATT SERVICES, INC.*

using in Missouri the name

*MYDATT SERVICES, INC.*  
*F00421866*

a OHIO entity was created under the laws of this State on the 31st day of January, 1996, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 18th day of August, 2015.

  
Secretary of State



Certification Number: CERT-08182015-0004

## SECOND AMENDMENT TO THE AGREEMENT

This **SECOND AMENDMENT TO THE AGREEMENT** (the "Amendment Agreement") is entered into as of **August 13, 2018** by and between the Downtown Community District, 11 S. Tenth Street, Columbia, MO 65201 ("CUSTOMER"), and Mydatt Services, Inc., an Ohio Corporation, d.b.a. Block by Block, 7135 Charlotte Pike Suite 100, Nashville, TN 37209 (hereinafter referred to as "Block by Block").

The following provisions form the basis for, and are hereby made a part of, this Amendment Agreement:

**WHEREAS**, the parties have entered into the Agreement for Environmental Maintenance dated October 1, 2016 and First Amendment dated October 1, 2017 (the "Agreement").

**WHEREAS**, the parties now wish to amend certain terms of the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereto do hereby agree as follows:

1. For purposes of this Amendment Agreement, any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. The parties hereby agree to renew the Term and for a period of one (1) year beginning on October 1, 2018 expiring on September 30, 2019.
3. For purposes of clarity, the parties hereby agree to amend pricing as set forth herein on the effective date of October 1, 2018 through to September 30, 2019.
4. Section 5a is hereby deleted and replaced with the following:  
"a) In consideration of the Services, the Customer shall pay Block by Block a flat monthly fee of Fourteen Thousand One Hundred Sixty-Five Dollars and Forty-Eight Cents (\$14,165.48) which fee shall be based upon the hourly billable rates for its various classes of employees as established by Block by Block and approved by CUSTOMER. The maximum annual amount of payments to Block by Block for the Services shall not exceed One Hundred Sixty-Nine Thousand Nine Hundred Eighty-Five Dollars and Eighty Cents (\$169,985.80)."
5. Section 5b is hereby deleted and replaced with the following:  
"b) Additional services either within or outside the Service Area may be requested by CUSTOMER from time to time. These services shall be provided at the same cost, which is \$22.08 for Cleaning for Straight time. CUSTOMER shall make a written request for such additional services at least 48 hours in advance of the time service is needed."
6. Exhibits C shall be amended by deleting the schedule for Weekly Service Hours and and replacing with the schedule as set forth below:

Weekly Service Hours

<b>Weekly Service Hours</b>	
Clean Ambassadors	80.0
Special Projects	-
Hospitality Ambassadors	-
Team Leaders	-
Operations Manager	40.00
<b>Weekly Total</b>	<b>120.0</b>
<b>Annual Total</b>	<b>6,240.00</b>
<b>FTEs</b>	<b>3.00</b>

7. Exhibit D shall be amended by deleting the schedule for Employee Average Wage Rates and Bill Rates and replacing with the schedule as set forth below:

<b>PRICING</b>	<b>Clean Ambassadors</b>	<b>Special Projects</b>	<b>Operations Manager</b>
<b>Pay Rate</b>	\$ 11.75	\$ 11.75	\$ 25.00
FICA	\$ 0.90	\$ 0.90	\$ 1.91
WC	\$ 0.65	\$ 0.65	\$ 1.38
Liability	\$ 0.30	\$ 0.30	\$ 0.64
Unemployment	\$ 0.14	\$ 0.14	\$ 0.30
<b>Subtotal</b>	<b>\$ 13.74</b>	<b>\$ 13.74</b>	<b>\$ 29.23</b>
<b>Weekly Hours</b>	<b>80.00</b>	<b>-</b>	<b>40.00</b>
<b>Annual Hours</b>	<b>4,160.00</b>	<b>-</b>	<b>2,080.00</b>
<b>Annual Billing</b>	<b>\$ 57,140.72</b>	<b>\$ -</b>	<b>\$ 60,788.00</b>
Overhead	\$ 5.34	\$ 5.34	\$ 5.34
Benefits	\$ 0.77	\$ 0.77	\$ 0.77
Profit	\$ 2.23	\$ 2.23	\$ 2.23
<b>Bill Rate</b>	<b>\$ 22.08</b>	<b>\$ 22.08</b>	<b>\$ 37.57</b>
<b>Weekly Hours</b>	<b>80.00</b>	<b>-</b>	<b>40.00</b>
<b>Annual Hours</b>	<b>4,160.00</b>	<b>0.00</b>	<b>2,080.00</b>
<b>Annual Billing</b>	<b>\$ 91,845.44</b>	<b>\$ -</b>	<b>\$ 78,140.36</b>
<b>ANNUAL BILLING</b>			<b>\$ 169,985.80</b>
<b>Monthly Flat Bill Amount:</b>			<b>\$ 14,165.48</b>

8. Except as expressly set forth herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first written above.


**CUSTOMER:**

The Downtown Community  
Improvement District

By:   
Name: Ben Wool  
Title: Chair

**Block by Block:**

Mydatt Services Inc., dba Block by Block

By:   
Name: Darreck Hughes  
Title: Ul of Ops



**RESOLUTION NO. 2019-05**

**A RESOLUTION AUTHORIZING THE EXECUTION BY  
THE CHAIRMAN OF THE DISTRICT OF AN  
AGREEMENT BETWEEN THE DISTRICT AND THE  
HOLIDAY DECOR FIRM OF WINTERLAND, INC., FOR  
HOLIDAY DECOR SERVICES FOR THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT**

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, Winterland, Inc. ("WINTERLAND, INC.") submitted the proposal/agreement to provide holiday decor services for the Downtown Community Improvement District per the proposal attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that Winterland, Inc. 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 Winterland, Inc. proposal, including that Winterland, Inc. has the specialized experience and technical competence with respect to the holiday decor 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 Winterland, Inc. to perform the janitorial 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 Winterland, Inc. proposal 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 Winterland, Inc. proposal attached hereto as Exhibit A.

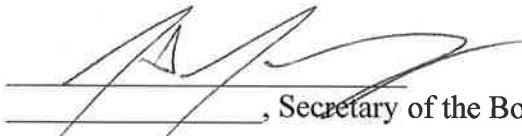
2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 14<sup>th</sup> day of August, 2018.

  
\_\_\_\_\_  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-05**

**Winterland Holiday Decor Proposal**



## Lease Agreement

### Schedule A attached

This Lease Agreement (Agreement) is made this day, **June 25, 2015** between **Winterland, Inc. of Cicero, Indiana** ("Lessor") and **Columbia CID, 11 South 10<sup>th</sup> Street, Columbia MO, 65201** ("Lessee").

For the consideration set forth herein, Lessor hereby leases to Lessee and Lessee hires from Lessor those decorative items, display equipment, and materials (the "leased goods"), set forth on Schedule A attached hereto, or as described in a subsequent schedules which may hereafter be made a part hereof, for a term of four (4) years, upon the terms and conditions and upon the rate of rental set forth herein the lease to own agreement.

#### Article I - Rent

Lessee shall pay to Lessor, as rental for the leased goods the total annual rental fee of **\$19,100.00** payable in two (2) rental payments. The first such rental payment of **\$9,550.00** shall be due and payable at execution of this agreement. Lessor will issue an invoice for the subsequent rental payment of **\$9,550.00** which shall be due upon setup completion. Lessor will provide invoice for 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> subsequent years within thirty (30) days prior to due date. The 1<sup>st</sup> payment would be due on October 1<sup>st</sup> of each calendar year, and 2<sup>nd</sup> payment would be due following setup completion.

All rental payments shall be paid by Lessee at **P.O. Box 772, Cicero, IN 46034** or at such other place as the Lessor may from time to time designate.

#### Article II - Delivery and Installation

Lessor shall deliver and supervise the installation of the leased goods to Lessee during the **Christmas seasons of 2015, 2016, 2017 and 2018**. Such installation shall be in a good and workmanlike manner.

Lessee acknowledges that no particular delivery date has been warranted. Lessor shall use its best efforts to cause timely delivery of the leased goods and Lessee agrees to accept the leased goods upon delivery, if delivery occurs during Lessee's usual and customer business hours and does not interfere with the Lessee's operations. Leased goods shall be delivered and installation to start the 2<sup>nd</sup> week of October.

Upon conclusion of the Christmas season, Lessor shall remove and retrieve the leased goods and store them until redelivery hereunder, such **removal to occur as soon as practical after January 10<sup>th</sup> of each year**.

#### Article III - Location of Leased Goods

The leased goods shall be located on the premises set forth in Article II hereof during the Christmas seasons encompassed by this Agreement and shall not be removed without Lessor's prior written consent.

#### Article IV - Alterations

Lessee will make no alterations or structural changes to the leased goods without the prior written permission of Lessor.

#### Article V - Electrical Connection

Lessee shall furnish, at its own cost and expense, such electricity, electrical outlets and electrical connections (i.e. extension cords, triple taps and/or any power distribution related product) as are safe, efficient, and necessary to provide the leased goods with sufficient electrical service. Lessee, as part of its obligation under this Agreement shall plug in the electrically lighted leased goods. Lessee acknowledges that Lessor is not a licensed electrician or electrical contractor and has no obligation to perform any wiring or other work which would constitute performing the duties of an electrician or electrical conductor. Lessee must have electrical connections available for Lessor at start of installation to insure proper function and timely progress.

The use of GFI outlets and/or breakers by Lessee will result in the inability of Lessor to guarantee continued use of "leased goods" when any type of moisture is present. Such devices **will** prevent operation of "leased goods" when **any** amount of moisture is present from sources such as dew, fog, rain or snow (others exist). Lessor responses to services calls related to the tripping of a GFI device **will not** be part of this contract: *such service calls will be billed as a separate invoice for time and materials.*

**Article VI- Maintenance and Repair** Lessee shall immediately notify Lessor of any need for major maintenance and repair. Lessor shall have the right at any reasonable time to enter premises identified above for the purpose of maintenance, repairs, or removal of leased goods.

#### **Article VII - Lessor's Remedies**

If Lessee should wrongfully reject delivery, installation or reinstallation of the leased goods, fail to make any rent payments due hereunder when the same is due, or otherwise be in default hereof, after 30 days prior written notice and opportunity to cure, Lessor may, at its sole option do any one or more of the following:

1. Cancel this Agreement
2. Withhold delivery and/or installation of leased goods
3. Return the leased goods and recover damages
4. Exercise any other remedy provided for by statute or at law

#### **Article VIII - Use of leased goods**

Lessee shall use the leased goods only in a safe and secure manner, and not for any purpose other than a decorative purpose.

#### **Article IX - Acceptance**

Lessee shall inspect each item of leased goods delivered pursuant to this Agreement within seven (7) days and shall notify Lessor of any discrepancies between said item and item as described on Schedule A. If no such notice is received prior to installation of such item, Lessee will be conclusively presumed to have accepted the item as satisfactory or as specified on Schedule A.

#### **Article X - Risk of Damage**

Lessor agrees to repair or replace the leased goods, to the extent reasonably and practically possible as soon after receipt of notice of said damage. No loss or damage to the leased goods, whether caused by wind, rain, snow, ice or other cause, shall impair or mitigate any obligation of Lessee hereunder and all such obligations, including the obligations to pay rent shall continue in full force and effect until satisfied. Lessor shall not damage the premises in connection with the installation or removal of the leased good; however, normal wear and tear is expected.

#### **Article XI - Insurance**

1) Lessor shall procure and maintain in effect (A) insurance covering Lessee for loss or liability arising in connection with the leased goods and (B) workman's compensation insurance in the amount required by law. Lessor shall further procure and maintain in effect insurance covering Lessee for liability for property damage in the amount not less than \$1 million per occurrence. Before commencing any work pursuant to this Agreement, Lessor shall provide Lessee with a certificate evidencing such insurance.

2) Lessee shall maintain such other insurance as is reasonable and customary in regard to the use or operation upon the premises described in Article II hereof.

#### **Article XII - Status of Leased Goods**

The leased goods shall at all times remain the personal property of the Lessor notwithstanding that they may be or become, in any manner attached to, embedded in, or be affixed upon real property. Title to the leased goods shall at all times remain in Lessor and Lessee's only rights to the leased goods shall be as provided in this Agreement. Lessee shall give Lessor immediate notice of any claim, lien, levy or charge or legal process which would seek to determine, change or test Lessee's title to the leased goods.

#### **Article XIII - Limitation of Waiver**

No delay or omission in the exercise of any right, power or remedy granted Lessor upon breach hereof or default hereunder by Lessee will impair any such right, power or remedy. No waiver of any breach or default shall be deemed a waiver of any other breach or default. All remedies granted Lessor hereunder of by law or statute will be cumulative and not alternative.

#### **Article XIV - Assignment**

Lessee shall not assign this Agreement or any of the leased goods, or any interest therein without Lessor's written consent. Lessee shall not sublet, hire or rent the leased goods without Lessor's written consent.

#### **Article XV - Miscellaneous**

1. This Agreement shall be binding and insure to the benefit of the successors and assigns of the parties.
2. This Agreement is cancelable. Annually if Lessee notifies Lessor in writing prior to March 1<sup>st</sup> of each current year of the Lease.

#### **Article VII - Lessor's Remedies**

If Lessee should wrongfully reject delivery, installation or reinstallation of the leased goods, fail to make any rent payments due hereunder when the same is due, or otherwise be in default hereof, after 30 days prior written notice and opportunity to cure, Lessor may, at its sole option do any one or more of the following:

1. Cancel this Agreement
2. Withhold delivery and/or installation of leased goods
3. Return the leased goods and recover damages
4. Exercise any other remedy provided for by statute or at law

#### **Article VIII - Use of leased goods**

Lessee shall use the leased goods only in a safe and secure manner, and not for any purpose other than a decorative purpose.

#### **Article IX - Acceptance**

Lessee shall inspect each item of leased goods delivered pursuant to this Agreement within seven (7) days and shall notify Lessor of any discrepancies between said item and item as described on Schedule A. If no such notice is received prior to installation of such item, Lessee will be conclusively presumed to have accepted the item as satisfactory or as specified on Schedule A.

#### **Article X - Risk of Damage**

Lessor agrees to repair or replace the leased goods, to the extent reasonably and practically possible as soon after receipt of notice of said damage. No loss or damage to the leased goods, whether caused by wind, rain, snow, ice or other cause, shall impair or mitigate any obligation of Lessee hereunder and all such obligations, including the obligations to pay rent shall continue in full force and effect until satisfied. Lessor shall not damage the premises in connection with the installation or removal of the leased good; however, normal wear and tear is expected.

#### **Article XI - Insurance**

1) Lessor shall procure and maintain in effect (A) insurance covering Lessee for loss or liability arising in connection with the leased goods and (B) workman's compensation insurance in the amount required by law. Lessor shall further procure and maintain in effect insurance covering Lessee for liability for property damage in the amount not less than \$1 million per occurrence. Before commencing any work pursuant to this Agreement, Lessor shall provide Lessee with a certificate evidencing such insurance.

2) Lessee shall maintain such other insurance as is reasonable and customary in regard to the use or operation upon the premises described in Article II hereof.

#### **Article XII - Status of Leased Goods**

The leased goods shall at all times remain the personal property of the Lessor notwithstanding that they may be or become, in any manner attached to, embedded in, or be affixed upon real property. Title to the leased goods shall at all times remain in Lessor and Lessee's only rights to the leased goods shall be as provided in this Agreement. Lessee shall give Lessor immediate notice of any claim, lien, levy or charge or legal process which would seek to determine, change or test Lessee's title to the leased goods.

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No delay or omission in the exercise of any right, power or remedy granted Lessor upon breach hereof or default hereunder by Lessee will impair any such right, power or remedy. No waiver of any breach or default shall be deemed a waiver of any other breach or default. All remedies granted Lessor hereunder of by law or statute will be cumulative and not alternative.

#### **Article XIV - Assignment**

Lessee shall not assign this Agreement or any of the leased goods, or any interest therein without Lessor's written consent. Lessee shall not sublet, hire or rent the leased goods without Lessor's written consent.

#### **Article XV - Miscellaneous**

1. This Agreement shall be binding and insure to the benefit of the successors and assigns of the parties.
2. This Agreement is cancelable; annually, if Lessee notifies Lessor in writing, prior to March 1<sup>st</sup> of each current year of the Lease.


3. In the event that any action is filed by either party to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to all other cost and fees incurred the reasonable and customary fees of counsel.

Witness as accepted as of the 27th day of July, 2016.

Columbia CID, Columbia, MO

By:  \_\_\_\_\_

Winterland, Inc.

By:  \_\_\_\_\_  
Tarah E. Fred

## Schedule A

**33 – 3' Snowflakes**

**34 – 4' Snowflakes**

**33 – 5' Snowflakes**

**60- LED Dripping Icicles**

**20-5"**

**20- 7"**

**20- 9"**

3. In the event that any action is filed by either party to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to all other cost and fees incurred the reasonable and customary fees of counsel.

Witness as accepted as of the 25th day of June, 2015.

Columbia CID, Columbia, MO

By:  \_\_\_\_\_

Winterland, Inc.

By:  \_\_\_\_\_  
Tarah E. Fred

## Schedule A

### Building Mounts

25 – 3' Snowflakes

30 – 4' Snowflakes

25 – 5' Snowflakes

5 – Snowflake GOBOS

## Lease Agreement

### Schedule A attached

This Lease Agreement (Agreement) is made this day, July 27, 2016 between Winterland, Inc. of Cicero, Indiana ("Lessor") and Columbia CID, 11 South 10<sup>th</sup> Street, Columbia MO, 65201 ("Lessee").

For the consideration set forth herein, Lessor hereby leases to Lessee and Lessee hires from Lessor those decorative items, display equipment, and materials (the "leased goods"), set forth on Schedule A attached hereto, or as described in a subsequent schedules which may hereafter be made a part hereof, for a term of four (4) years, upon the terms and conditions and upon the rate of rental set forth herein the lease to own agreement.

#### Article I - Rent

Lessee shall pay to Lessor, as rental for the leased goods the total annual rental fee of \$20,000.00 payable in two (2) rental payments. The first such rental payment of \$10,000.00 shall be due and payable at execution of this agreement. Lessor will issue an invoice for the subsequent rental payment of \$10,000.00 which shall be due upon setup completion. Lessor will provide invoice for 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> subsequent years within thirty (30) days prior to due date. The 1<sup>st</sup> payment would be due on October 1<sup>st</sup> of each calendar year, and 2<sup>nd</sup> payment would be due following setup completion.

All rental payments shall be paid by Lessee at P.O. Box 772, Cicero, IN 46034 or at such other place as the Lessor may from time to time designate.

#### Article II - Delivery and Installation

Lessor shall deliver and supervise the installation of the leased goods to Lessee during the Christmas seasons of 2016, 2017, 2018 and 2019. Such installation shall be in a good and workmanlike manner.

Lessee acknowledges that no particular delivery date has been warranted. Lessor shall use its best efforts to cause timely delivery of the leased goods and Lessee agrees to accept the leased goods upon delivery, if delivery occurs during Lessee's usual and customer business hours and does not interfere with the Lessee's operations. Leased goods shall be delivered and installation to start the 2<sup>nd</sup> week of October.

Upon conclusion of the Christmas season, Lessor shall remove and retrieve the leased goods and store them until redelivery hereunder, such removal to occur as soon as practical after January 10<sup>st</sup> of each year.

#### Article III - Location of Leased Goods

The leased goods shall be located on the premises set forth in Article II hereof during the Christmas seasons encompassed by this Agreement and shall not be removed without Lessor's prior written consent.

#### Article IV - Alterations

Lessee will make no alterations or structural changes to the leased goods without the prior written permission of Lessor.

#### Article V - Electrical Connection

Lessee shall furnish, at its own cost and expense, such electricity, electrical outlets and electrical connections (i.e. extension cords, triple taps and/or any power distribution related product) as are safe, efficient, and necessary to provide the leased goods with sufficient electrical service. Lessee, as part of its obligation under this Agreement shall plug in the electrically lighted leased goods. Lessee acknowledges that Lessor is not a licensed electrician or electrical contractor and has no obligation to perform any wiring or other work which would constitute performing the duties of an electrician or electrical conductor. Lessee must have electrical connections available for Lessor at start of installation to insure proper function and timely progress.

The use of GFI outlets and/or breakers by Lessee will result in the inability of Lessor to guarantee continued use of "leased goods" when any type of moisture is present. Such devices will prevent operation of "leased goods" when any amount of moisture is present from sources such as dew, fog, rain or snow (others exist). Lessor responses to services calls related to the tripping of a GFI device will not be part of this contract; *such service calls will be billed as a separate invoice for time and materials.*

Article VI - Maintenance and Repair Lessee shall immediately notify Lessor of any need for major maintenance and repair. Lessor shall have the right at any reasonable time to enter premises identified above for the purpose of maintenance, repairs, or removal of leased goods.

**RESOLUTION NO. 2019-06**

**A RESOLUTION AUTHORIZING THE FUNDING OF UP TO \$26,000 FOR CONTRACTING FOR ASSERTIVE OUTREACH AND DETOXIFICATION CONSULTING SERVICES**

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, the Board had elected to solicit consultant proposals and fund up to \$26,000 for assertive outreach and detoxification program consulting services attached hereto as Exhibit A; and

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 funding and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, funding of up to \$26,000 in substantially the form as the RFP for a Professional Consultant to provide assertive outreach and detoxification consulting services 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 14th day of August 2018.



\_\_\_\_\_, Chairman of the Board of Directors

(SEAL)  
Attest:

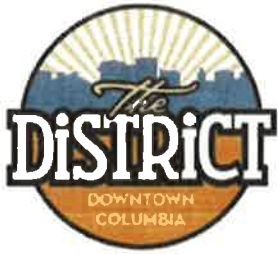


\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-06**

**RFP for Professional Consultant**





**July 11, 2018**

## **REQUEST FOR PROPOSAL – PROFESSIONAL SERVICES**

Assertive Outreach and Detoxification Program – The Downtown Community Improvement District, Columbia, MO

The Downtown Community Improvement District (CID) in the city of Columbia, Missouri, is seeking proposals for an outreach service for The District. The Downtown CID is an independent organization dedicated to keeping Columbia’s downtown – The District – vital.

The District is a live/work/play neighborhood that fosters the creative, the eclectic, and the local. It is a constantly adapting community of people, with tradition blending harmoniously with high tech and the latest trends in fashion, food and the arts.

The District encompasses 50 square blocks, more than 300 individual properties, 1200 residences and over 600 businesses, non-profits and government entities. (See Exhibit A) Bounded by 3 Universities and Colleges and City Government buildings, the area offers both a strong day and night economy.

Our goal is to secure a qualified partner to provide an assertive outreach and detoxification program for the downtown area.

It is the policy of The District to negotiate contracts for professional services on the basis of demonstrated competence and qualifications for the professional services required and such services shall be at fair and reasonable prices.

### **Introduction**

The Downtown CID announces the release of a Request for Proposal (“RFP”) for the provisions of an assertive outreach and detoxification program in downtown Columbia, Missouri. The personnel assigned to those varied functions must come from one vendor that specializes in providing outreach services to the public and private sector. The contract will commence on approximately October 1, 2018 for a period of twelve (12) months.

The vendor will be expected to provide staffing and adjust staffing needs to fulfill existing and future contract needs. Staffing levels may increase or decrease as a result of organizational and contract requirements, and the vendor is expected to readily adapt to our requirements.

**Scheduling**

The program will entail various days, including nights and weekends.

**General Required Training of Employees**

The District requests that the vendor provide specialized training and employee instruction that will be provided to personnel working on this program. Additionally, the vendor must comply with all government mandated training programs.

**Scope of Services**

1. Needs Assessment  
To identify a baseline level of activity, a survey must be conducted to identify the number of panhandlers, individuals who appear to be homeless, and individuals who appear to be homeless and intoxicated will be conducted in the downtown area. The survey must be conducted on various days of the week at various times.
2. Assertive Outreach  
A trained community outreach worker will walk the identified downtown locations at various times on various days of the week. The outreach worker will engage with, in a friendly manner, and present and inform the individual that there are resources available to address their situation. Linkage with existing programs and services will be highlighted to move the person out of the Assertive Outreach stage as quickly as possible and into a continuum of care with a payer source to minimize project resources.
3. Social Setting Detox  
Provide a social setting detoxification program services for someone downtown with problematic public intoxication and is ready to accept help.
4. Reporting and Invoicing  
Invoicing and status reports of individuals contacted and results achieved.

The District requires the vendor to provide prospective employees of sufficient quality so as to meet the demanding nature of the work. The vendor will be required to be diligent in finding persons qualified to handle and thrive in The District's work environment.

**Budget**

Responses to this RFP should provide detailed billing rates for each listed position as well as all supervisors and overhead costs. All equipment and supplies provided by the vendor, as outlined above.

**Payments**

In order to receive payment for Services, the Vendor will be required to submit a monthly invoice setting forth in detail, for the period for which payment is requested, the Service actually rendered during that period itemized by location and the amount of payment requested and due therefor. Invoices may not be submitted more than once a month. All invoices shall be subject to the CID's review, verification and approval, and all payments shall be conditioned upon the CID's sole determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract. Provide vendor payment bond, as required by law.

**Sales and Use Tax**

The CID is exempt from state and local sales and use tax. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract, and unless otherwise agreed in writing, vendor shall pay any and all taxes, excises, assessments or other charges of any kind levied by any governmental authority in connection with the Contract and any services provided thereunder including, but not limited to, any such governmental charge of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the services. Vendor and all members of the Vendor Team shall hold the CID harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. The CID will provide the selected Vendor with appropriate sales and use tax exemption certificate evidencing the CID's tax-exempt status.

**Contract Conditions**

The acceptance of any proposal and selection of any Vendor shall be subject to, and contingent upon, the execution by the CID of a Contract. The contract shall contain, among other terms, certain provisions required by law and by policies of the CID including, without limitation, the following providing that the Vendor:

- i. Shall defend, indemnify and hold harmless the CID, including employees and directors, against any claims or damages relating to its acts and omissions;
- ii. Shall maintain financial and other records relating to the Contract, including, without limitation, payroll records for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;
- iii. Shall maintain insurance with insurers licensed or authorized to provide insurance and in good standing with the State of Missouri, such policies shall be in a form acceptable to, and include any conditions reasonably required by the CID, and naming the CID, employees and directors as additional insured's;
- iv. Shall be licenses to conduct business in the State of Missouri;
- v. Shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and
- vi. Shall agree to Boone County, Missouri as the venue in any legal action or proceeding between the Vendor and the CID.

**State Sunshine Law**

All Submissions submitted to the CID in response to this request may be disclosed in accordance with the standards specified in the Sunshine Law. The CID is a "public governmental body" pursuant to said Sunshine Law, therefore, all proposals may be disclosed.

**Costs**

The CID shall not be liable for any cost incurred by the respondent in the preparation of its Submission or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The CID is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the CID has expressly agreed to do so in writing.

**CID Rights**

This is a "Request for Proposals" and not a "Request for Bids". The CID shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contract contained herein, the CID reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the CID may select; to award a contract to entities who have not responded to this RFP; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with the RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP; in whole or in part, for any reason or no reason, in the CID's sole discretion. The CID may exercise these rights at any time, without notice to any respondents or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of this proposal or otherwise. All proposals become the property of the CID.

**Applicable Law**

This RFP and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the Laws of Missouri, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including, without limitation, equal employment opportunity laws.

**Brokerage Fees or Commissions**

The CID shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of this Contract. The Respondent agrees to pay the commission or other compensation due any broker or finder in connection with the Contract, and to indemnify and hold harmless the CID from any obligation, liability, cost and/or expense incurred by the CID as a result of any claim for commission or compensation brought by any broker or find in connection with this Contract.

**Additional Work**

During the Contract, the CID, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services. The CID's decision to do so may be based on the firm's relevant experience and its successful performance under the contract.

**Insurance**

The Vendor and all approved subcontractors shall carry and maintain, during the Term, insurance issues by insurance companies authorized to provide insurance and in good standing in the State of Missouri. Vendor shall provide certificates of insurance and proof of payment.

\*Umbrella policy with coverage of \$3,000,000 - \$5,000,000 preferred

<u>TYPE</u>	<u>AMOUNT</u>
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
B. Commercial General (public) Liability Insurance	
a. General Aggregate limit	\$2,000,000
b. Products & Completed Operations limit	\$2,000,000
c. Personal & Advertising Injury limit	\$1,000,000
d. Each Occurrence limit	\$1,000,000
<i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i>	
C. Broad form property damage, to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit (CSL) of \$1,000,000
b. Non-owned vehicles	
c. Hired vehicles	
E. Umbrella Coverage	\$5,000,000

### **Employment Standards**

Vendor is expected to provide employment standards for recruiting staff, conducting employee background checks, drug testing, grooming and other personnel policies and practices and policies for working in inclement weather.

### **Questions**

Respondents may submit questions and/or request clarifications from the CID by submitting them in writing to the contact person at the contact person's email address listed below. All questions and clarifications must be submitted no later than the mandatory pre-submission meeting.

### **Disclaimer**

The CID, and its respective officers, directors, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the CID does not warrant or make any representation as to the quality, content, accuracy or completeness of the information, text, graphics or any other facet of this RFP, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connect with any website on which this RFP has been posted, or in connection with any other electronic medium utilized by the respondents or potential respondents in connection with or otherwise related to this RFP.

**Letter of Interest & Qualifications**

A Sealed Bid including fifteen (15) copies of the letter of interest and qualifications should be delivered and emailed to:

Katie Essing, Executive Director  
The District  
11 S. Tenth St.  
Columbia, MO 65201  
kessing@discoverthedistrict.com

***Proposals are due by 4:00 p.m. on Friday, August 3, 2018.***

Information submitted shall include the following:

1. Itemized pricing for each element of scope of services
2. Brief description of the firm, its history, and its background in the field
3. Bidder's Federal Employee Identification Number
4. Qualifications of the firm
5. List of all sub consultants (if any) and their background and contact information
6. List of key personnel for the project, including relevant experience of each.
7. List of similar work performed for municipalities or agencies, including a description of the work, cost of the project, and a list of references with phone numbers
8. Provide a methodology for tracking and reporting all data and work performed.
9. Provide a description of how performance of all services will be measured and the reporting methods that will be used.
10. A copy of bidder's certificate of corporate good standing or fictitious name registration from the Missouri Secretary of State or other evidence acceptable to The District.
11. A statement that the bidder is current on payment of its: (i) Federal income tax withholdings; and (ii) State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which the bidder has its principal office.

**Selection Process**

Proposals will be screened by a committee for adequacy of content, technical competency and experience.

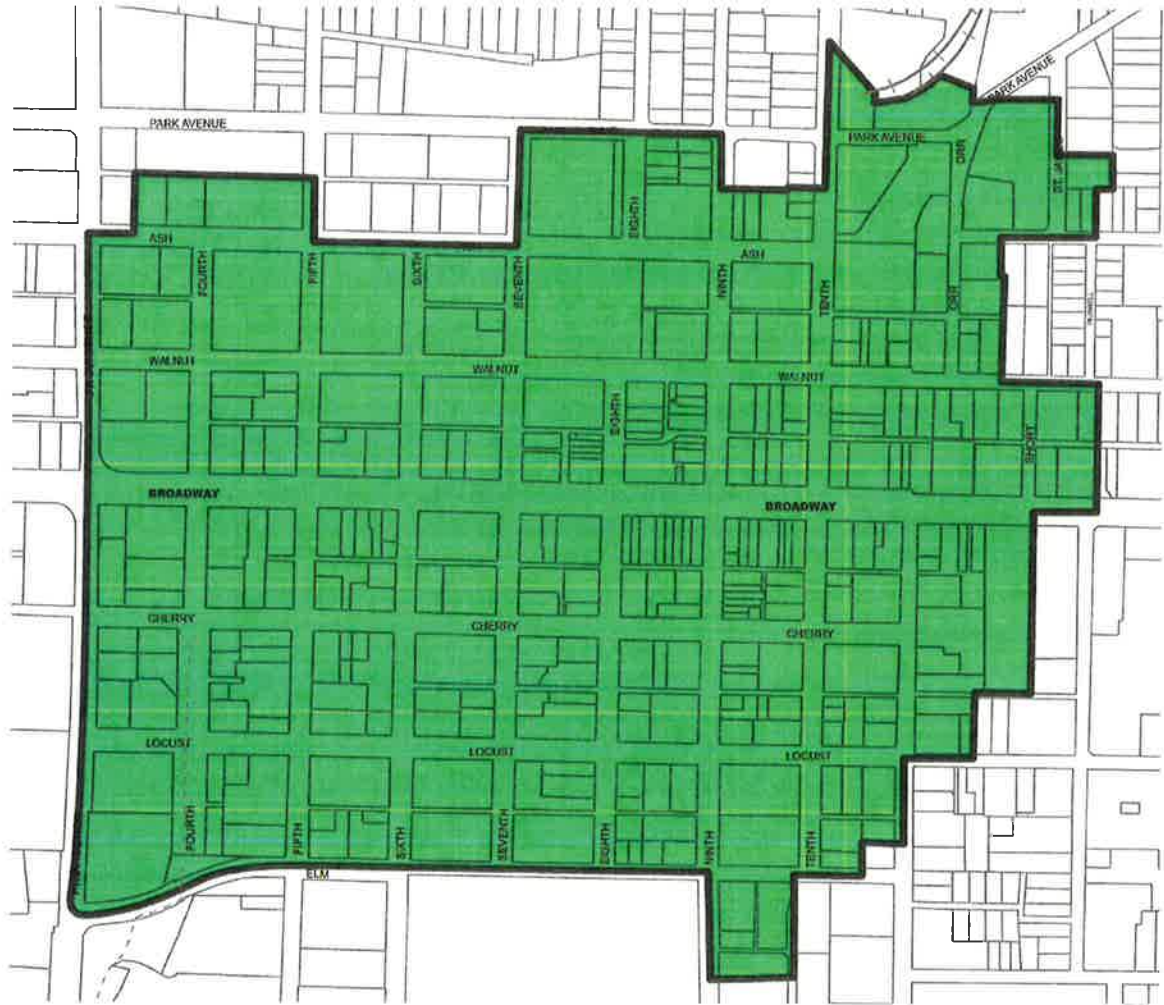
Criteria for the selection shall be as follows:

1. Proposal content
2. Background and similar experience
3. Capacity and capability of professional firm to perform the work required, including specialized services
4. Experience of key people, including project specific experience for each person
5. Satisfactory references
6. Demonstrated success in outreach services
7. Past record of performance for professional firm with respect to such factors as control of costs, quality of work and ability to meet deadlines.
8. Sensitivity to context of Columbia, Missouri

**Contact Information for Questions:**

Katie Essing, Executive Director  
[kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com)  
573-442-6816

**Exhibit A: The Downtown CID (The District) Map:**









AAAChange, LLC  
10 E. Leslie Lane  
Columbia, MO 65202  
(573)256-0174  
<http://aaaachange.com>

FEIN: 81-2883096

## Solution Focused Outreach and Linkage Program

### District CID Proposal--AOPD

#### Introduction-Statement of Problem

The District encompasses 50 square blocks of mixed-use properties, including government entities, retail businesses and professional services, residential, and non-profits. There is a history of a small number of individuals being publicly intoxicated and/or aggressively panhandling those who come to the District for work, shopping, and entertainment. This behavior has the potential to de-incentivize people from using the District thus having a negative impact on those who do business there and the quality of life for those who reside there. For the last 2-½ years the District has contracted assertive outreach and linkage with detoxification. In the last year there has been significant success in transitioning a number of individuals engaged in the most problematic behaviors into housing, employment, sobriety and long term care.

#### Proposal Summary

AAAChange is proposing to continue to provide proactive outreach and engagement services directed towards individuals engaged in panhandling, public intoxication and/or appearing to be homeless. A baseline of activity will be completed through a needs assessment. Data collection will be simplified to prioritize engagement. We will provide a more accurate and detailed count of those engaged in panhandling or homeless as we have a detailed understanding of the population and more locations to identify people.

Outreach, engagement, assessment, coaching and linkage with services and supports will be utilized to engage participants in positive activities that are incompatible with the above-mentioned problematic behaviors. A solution-focused approach will continue to be used that quickly moves individuals into taking steps towards meeting their positive life goals. A radical non-judgment approach allows for a wide variety of solutions to be developed in partnership with those being served increasing the chance of lasting behavior change.

The principals will link and transport those in need of detoxification services with providers in Columbia or Jefferson City. By potentially utilizing multiple detoxification service providers individuals who are on a "banned list" or who have a negative opinion of a provider can be linked to this service. Payment for detoxification services will ensure access when it is needed.

In addition, the judicious use of small incentives and one-time purchases of critical items will help facilitate program participants out of panhandling, homelessness, and public intoxication. Program participants will be linked, through a warm handoff, with existing social service agencies; self-help groups; and a network of individuals and businesses, including formerly homeless individuals, who want to give back.

There will be a strong focus on relationship building and ongoing follow up. Solution focused approaches identify a "happy life goal" through the use of the miracle question, which has evolved to: "If you could be doing anything what would it be?" It is a brief intervention that is focused on the development of positive change through instilling hope and setting and achieving goals.

Monthly reports and invoices will be submitted on a timely basis. Communication with CID staff will be ongoing and outreach services will be provided to specific individuals upon request in a timely manner. We will continue to promptly follow up, as we are available, upon reports of individuals in need of intervention. At the conclusion of the program the needs assessment will be repeated to examine District-wide impacts. An analysis will be performed including recommendations for future actions.

## **AAAChange, LLC**

AAAChange, LLC is a partnership between brothers Michael and John Trapp. We are a little over two years old and in addition to the 2018 AODP District Contract we also address homelessness through contractual work with Welcome Home on policy and program development. We have also performed services for local organizations like In2Action, Encircle Technologies, Youth Empowerment Zone, and the Anxiety and Depression Clinic of Columbia as well as clinical supervision and training for individual substance use disorder counselors and personal coaching. Services provided have included; program development, grant writing, needs assessment, staff and board training, and the direct provision of coaching and educational services.

AAAChange (pronounced 4-A-Change) is rooted in the four "A"s of positive change: Awareness, Assessment, Action and Accountability. We value replicable solutions for the most pressing social problems harnessing the power of creativity, community, and collaboration. We pride ourselves on individualized quality service, flexibility, and going the extra mile to ensure success.

## Qualifications

Our principals have over 35 years of combined experience successfully partnering with individuals from diverse backgrounds with a wide array of barriers and problematic behaviors. We have found significant success on the 2018 contract in meeting individuals where they are with a high level of authenticity and engaging in genuine transformative partnerships.

Michael has over 25 years experience in the helping professions. He has a MA in Sociology from the University of Toledo and maintains a Co-Occurring Disorders Professional Certification through the Missouri Credentialing Board. He has had success with a variety of populations including individuals and families experiencing homelessness, individuals with mental health and substance use disorders, survivors and perpetrators of domestic violence and child abuse and neglect, adults and children with developmental disabilities, and adolescents with emotional impairments. He has been an engagement specialist with a solid record of accomplishment with the most hard to serve individuals and families.

Locally, Michael had a 10-year career with Phoenix Health Programs, with increasing responsibility, and ultimately served as executive director. He designed and/or implemented Phoenix's most successful community based programs including Assertive Community Treatment, the most successful Disease Management program in the state of Missouri, and the Assertive Outreach and Detoxification program. He brought harm reduction, co-occurring competency, and community-based strategies to Phoenix. Prior to Phoenix Michael was a case manager at True North and also provided batterer intervention at Family Counseling Center.

Michael serves on the Columbia City Council and has been active in community coalitions to address homelessness. He serves on the Board of Advisors for Turning Point and MU's Integrative Behavioral Health Clinic. He has a comprehensive knowledge of the local social service scene and has a long track record of lives changed and personal relationships with formerly homeless individuals who would like to give back to the community. He also serves as an Ex Officio member of the Columbia Community Land Trust and enjoys extensive contacts with local employers and engaged citizenry.

John served as a practice manager at Tod Mikuriya, MD an alternative medical clinic in Berkeley California working with a harm reduction approach. John established the practice and developed all forms, processes, and an electronic health record system. John has experience with individuals with homelessness and is proficient in harm reduction strategies.

John has demonstrated significant success in the current contract. He has mastered engagement of even highly problematic individuals, critical time intervention strategies, and helped individuals navigate the complex social service landscape to achieve lasting success. John represents the downtown in the Columbia Homelessness Outreach Team (CHOT) and the Community Support Docket of Municipal Court.

Both John and Michael have extensive life experience and a unique ability to engage those in street culture. Both have hitchhiked across the country and lived out of their backpacks for years at a time. Both have a capacity for radical non-judgment, an ability to use self-help strategies, and a sincere belief in the capacity of every individual to embrace positive change. Both are experienced and comfortable with diverse populations, creative, and able to engage easily with those this program is meant to serve.

## **Budget and Scope of Service**

The costs associated with this proposal are: outreach services (outreach, linkage and coaching, and coordination with other providers), detox beds, and incidentals. Outreach services will bill at \$80/hr during regular business hours and \$100/hr for nights and weekends. Detox beds have been costed at \$265/day with an average stay of 2 days. Incidentals may include incentives, buying coffee or lunch for subjects to gain trust and cooperation, the cost of helping subjects reconnect with family (i.e. bus ticket), transportation, and printing and office expenses.

## **Methodology for Tracking and Reporting**

Detailed records and receipts will be maintained and made available to the CID upon request. Invoices will be presented monthly after the services have been rendered.

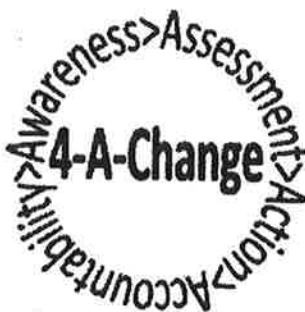
## **Performance Measurements**

Our goal is to improve the downtown environment by evoking positive change in targeted individuals. Our key outputs will be days of outreach and follow up services. Our key outcomes will be numbers of individuals moved out of panhandling and homelessness. We will provide monthly progress reports detailing the outcome of our efforts. We will make ourselves available to give progress reports in person to the CID Board upon request. We will also provide an extensive end of the year report. The 2018 end of year report will serve as the baseline for 2019 efforts so an initial assessment will not need to be completed.

## **Addendums**

Addendum A: Fictitious name certificate from Missouri Secretary of State

Addendum B: Statement regarding being current on all taxes and payments to Federal and Missouri governments.



AAAChange, LLC  
10 E. Leslie Lane  
Columbia, MO 65202  
(573)256-0174  
<http://aaaachange.com>

July 27, 2018

Statement of Federal and State Taxation Compliance

AAAChange, LLC

This certifies that AAAChange, LLC is current on payment of its Federal income tax withholdings. Further, AAAChange, LLC is not in arrears with Missouri income tax withholdings or unemployment insurance. AAAChange, LLC is in compliance with all tax laws in all jurisdictions.

Signed under penalty of perjury:

  
\_\_\_\_\_  
John Trapp, Principal

7-27-18  
Date

AAAChange, LLC



**RESOLUTION NO. 2019-07**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING VAN MATRE,  
HARRISON, HOLLIS, TAYLOR, AND, ELLIOT, P.C., AS  
LEGAL COUNSEL TO THE DISTRICT**

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

The Downtown Community Improvement District (the "District") hereby retains Van Matre, Harrison, Hollis, Taylor, and Elliot, P.C., as its legal counsel pursuant to the engagement letter executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

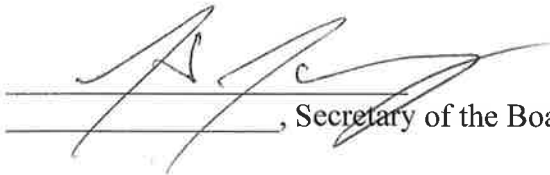
Passed this 14th day of August 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors



**EXHIBIT A  
TO RESOLUTION NO. 2019-07**

**Engagement Letter**

**VAN MATRE, HARRISON, HOLLIS, TAYLOR, AND ELLIOTT, P.C.**

A PROFESSIONAL CORPORATION

**ATTORNEYS AND COUNSELORS AT LAW**

**1103 EAST BROADWAY**

**POST OFFICE BOX 1017**

**COLUMBIA, MISSOURI 65201**

**(573) 874-7777**

**TELECOPIER (573) 875-0017**

**E-MAIL [robert@vanmatre.com](mailto:robert@vanmatre.com)**

**CRAIG A. VAN MATRE (RETIRED)**  
**THOMAS M. HARRISON**  
**ROBERT N. HOLLIS**  
**GARRETT S. TAYLOR**  
**CASEY E. ELLIOTT**  
**RICHARD B. HICKS**  
**STEVEN R. BERRY**

**EVERETT S. VAN MATRE**  
**(1922-1998)**

August 9, 2017

Downtown CID  
11 South 10<sup>th</sup> Street  
Columbia, MO 65201

**PRIVILEGED AND CONFIDENTIAL**  
**DO NOT DISCLOSE**

Re: Agreement to Represent Interests / Attorneys' Compensation Agreement

Dear Katie:

We are honored that you have selected the law firm of Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C., to represent you. We appreciate your confidence and look forward to working with you.

You are hiring this firm to represent you with respect to the following matter: representation of the Downtown Community Improvement District in various matters upon request. This firm will provide those legal services reasonably required to represent you and to respond to your inquiries. It is our practice to specify our engagement arrangements with clients and that is the purpose of this letter. Attached are our standard Additional Terms of Engagement which will form a part of our representation agreement. If you have any questions about this letter, the Additional Terms of Engagement, or any aspect of the engagement or our relationship, please contact me immediately.

Our firm charges for the services to be rendered for your benefit at our prevailing hourly rates. Our legal personnel (attorneys, law clerks, and paralegals) keep track of their time spent on each matter so that an accurate billing to a client can be rendered. Our current billing rates for the persons expected to work on this matter are as follows:

Thomas M. Harrison	\$225.00 per hour
Robert N. Hollis	\$225.00 per hour
Garrett S. Taylor	\$200.00 per hour
Richard B. Hicks	\$200.00 per hour
Casey E. Elliott	\$190.00 per hour
Steven R. Berry	\$175.00 per hour

If matters can be handled by a less experienced attorney at a lesser rate, or by law clerks at lesser rates, we will, of course, employ them judiciously.

We charge for our time in minimum units of one-tenth (1/10) hours. We will charge you for the time we spend on telephone calls relating to your matter, including telephone conversations with you, opposing counsel, government personnel, witnesses, etc. The legal personnel assigned to your matter will confer among themselves about your case, as required. When they do confer, each person will charge for the time expended. Likewise if more than one of our legal personnel attends a meeting, we will charge for waiting time in court and elsewhere, for travel time, both local and out of town, and for the expenses of the legal personnel in this travel (discussed below). We reserve the right to adjust our billing rates from time to time and will give you at least thirty (30) days notice before instituting any fee increase.

For your use, our e-mail addresses are as follows:

Thomas M. Harrison	<a href="mailto:tom@vanmatre.com">tom@vanmatre.com</a>
Robert N. Hollis	<a href="mailto:robert@vanmatre.com">robert@vanmatre.com</a>
Garrett S. Taylor	<a href="mailto:garrett@vanmatre.com">garrett@vanmatre.com</a>
Casey E. Elliott	<a href="mailto:casey@vanmatre.com">casey@vanmatre.com</a>
Richard B. Hicks	<a href="mailto:richard@vanmatre.com">richard@vanmatre.com</a>
Steven R. Berry	<a href="mailto:steven.berry@vanmatre.com">steven.berry@vanmatre.com</a>

If this letter and the Additional Terms of Engagement accurately reflect our agreement, please sign the enclosed extra copy of this letter and return it to me. This letter will be effective retroactive to the date we first performed services for you.

We will assume that you do not have any questions or objections to the foregoing unless you contact us immediately and let us know about your questions or objections. We will represent you on the foregoing basis and hope that our future association is mutually rewarding. We appreciate your confidence in selecting our firm for this purpose. We hope to be worthy of your trust and confidence.

Again, if you have any questions, please let us know.

Sincerely,

**Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C.**

By:

  
Robert N. Hollis

2011  
Page 3

\* \* \* \* \*

I agree to the foregoing.

Katie Essing 8-9-17  
Katie Essing, Executive Director

### ADDITIONAL TERMS OF ENGAGEMENT

These are the *Additional Terms of Engagement* referred to in our engagement letter. Because they are an integral part of our agreement to provide legal services, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.

#### Who Will Provide the Legal Services?

In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other lawyers or to legal assistants or non-legal professionals in the firm. For example, we do this in order to involve those with special knowledge or experience in an area and to provide service to you in a timely and efficient manner.

#### The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged, and it is important that we both have a clear understanding of the legal services that the firm has agreed to provide. In our engagement letter with you, we specify the matter in which we will provide representation and the scope of the services we will provide. If there are any questions about the terms of engagement, including the scope of the representation that we are to provide in the matter, please raise those questions promptly with your principal contact in the firm.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

#### Who Is Our Client?

It is our policy to represent only the person or entity identified in our engagement letter and not any affiliates. For example, unless otherwise specifically stated in our engagement letter, if you are a corporation or partnership, our representation does not include any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; if you are a trade association, our representation excludes members of the trade association; if you are an individual, our representation does not include your employer, partners, spouse, siblings, or other family members.

#### Your Duties

In order for us to adequately represent you, you must be truthful with us, cooperate, keep us informed of developments, keep us advised of your address, telephone number and whereabouts, and otherwise not keep secrets concerning your legal affairs from us. Although these matters

may seem unrelated to you, they may directly impact on our ability to represent you and thus we hope that you will be candid with us at all times. We will endeavor to do likewise.

#### Our Relationship With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

If a controversy unrelated to the subject matter of the representation develops between you and any other client in our firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy. In making this determination, we will consider your agreement to the Conflicts of Interest provisions in these *Additional Terms of Engagement*.

#### Conflicts of Interest

Increasingly, conflict of interest is a concern for lawyers and their clients today. We attempt to identify actual and potential conflicts at the outset of any engagement, and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

#### How We Set Our Fees

The basis for determining our fee for legal services is set forth in the engagement letter itself. If you are unclear about the basis for determining your fee, please contact the attorney responsible for your representation.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Charges For Other Expenses And Services

In representing you, we may incur various costs and expenses on your behalf. We will bill you and expect to be paid (reimbursed) for those charges and expenses incurred in addition to the hourly fees which you incur in our representation of you. The costs and expenses which we may incur commonly include process server fees, fees fixed by law or assessed by courts or other agencies for filing fees, court reporters' fees, long distance telephone calls, Federal Express or other messenger or delivery fees, postage, parking and other travel expenses, photocopying and other reproduction costs, telecopier ("telex") fees, and other expenses directly incurred with respect to your case. Except for items listed below, all costs and expenses will be charged at whatever our actual out-of-pocket costs involved are. However, we have the following standard costs for the following matters:

1. In-office photocopying at 25 cents per page;
2. Mileage at 50 cents per mile;
3. Computerized legal research (Lexis) at \$25.00 for all access in any one day, plus any additional costs billed to our firm;

The above itemized costs, plus all telephone, facsimile and other communication charges are billed at a rate in excess of our actual costs because of the clerical time and expense involved in performing these tasks.

If for any reason out of town travel is required, we will bill you for our transportation, meals, lodging, and other costs associated with same.

If we must retain an expert or engage an expert or investigator to assist with your case or matter, you will be expected to pay the costs of such expert witness, investigator, or consultant. However, we will not hire an expert, consultant, or investigator without your prior consent.

We generally make and retain copies of all documents generated or received by us in the course of your representation. Should you request documents from us at the conclusion of our representation of you (other than your original documents), you agree that we may generate copies for our files at our expense. We will pay the reproduction charges and any professional fees incurred for time expended in reviewing files to be returned to you.

Billing Arrangements and Terms of Payment

We will send you a periodic billing statement for fees and costs incurred on a monthly basis. If you pay the full amount of this periodic billing within twenty-five (25) days of the statement's date, no interest or service charges will accrue. Billing statements which are not paid in full within twenty-five (25) days accrue interest at the rate of nine percent (9%) simple interest per annum until paid.

Interest will accrue on an account which is more than twenty-five (25) days old at the rate of nine percent (9%) simple interest per annum. Thus you will be required to pay this interest in addition to the amount billed to you for services rendered, if you do not pay your bill with this firm within the time specified above.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation.

If the representation will require a concentrated period of activity, such as trial, arbitration, or hearing, we reserve the right to require the payment of all amounts then owing to us and the payment to us of a deposit for the fees and expenses we estimate will be incurred in preparing for and completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to timely pay any additional deposit requested, we will have the right to cease performing further work and withdraw from the representation.

Should your account become delinquent and satisfactory payment terms are not arranged, as permitted under the rules regulating our profession, we will be required to withdraw from the representation. In most cases, and except as prohibited by ethical considerations, if your account becomes more than 60 days delinquent, we will cease representation until we can arrive at a mutually satisfactory arrangement for payment of the delinquent account and the resumption of services.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time-to-time, we assist clients in pursuing third-parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of the date of our statement.

#### Discharge and Withdrawal

You may discharge us as your attorneys at any time, with or without cause, by notifying us in writing. Similarly, we may withdraw as your legal counsel either with your consent or for what we consider to be "good cause." This would include your breach of this agreement, your refusal to cooperate with us, or any circumstance which would render our continuing representation of you either unlawful or unethical (e.g., if a conflict of interest would develop).

We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to lien. You agree that we will own and retain our own files pertaining to the matter or case, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyer work product such as drafts, notes, internal memoranda, and legal and factual research including investigative reports, prepared by or for the internal use of lawyers.



Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

#### Document Retention

At the conclusion of the representation, we generally return the client's original documents and any other documents that are specifically requested to be returned. As to any original documents so returned, we may elect to keep, at our expense, a copy of the documents in our stored files. Should you request other documents from us at the conclusion of our representation of you, you agree that we may generate copies for our files at your expense, including both the reproduction charges and professional fees for time expended in reviewing files to be returned to you.

At the close of any matter, we usually send the pertinent parts of our files in that matter to a storage facility for storage at our expense. However, we do not store voluminous papers at our expense. The attorney closing the file will determine what part of the file is sent to storage and how long it will be in storage. Documents we choose not to store will be returned to you or destroyed.

#### Disclaimer - No Guarantee as to Outcome

By signing the engagement letter or otherwise indicating your acceptance of the engagement letter, you acknowledge that Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C. has made no promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

#### Our Professional Responsibility

The code of professional responsibility to which we are subject lists several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example, nonpayment of fees or charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client.

We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we give our client written notice as soon as practicable.

#### Modification Of Our Agreement

The Engagement Letter and these *Additional Rules of Engagement* reflect our entire agreement on the terms of this engagement. These written terms of engagement are not subject to any oral

**VAN MATRE, HARRISON, HOLLIS, TAYLOR, AND ELLIOTT, P.C.**

August 9, 2017

Page 9

agreements or understandings, and any change in those terms can only be made in writing signed by both Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C. and you.

In Conclusion

We look forward to a long and mutually satisfying relationship with you. Again, if at any time you have a question or concern, please feel to bring it to the attention of your principal contact at our firm.

# VAN MATRE, HARRISON, HOLLIS, TAYLOR, ELLIOTT, AND HICKS, P.C.

CRAIG A. VAN MATRE (RETIRED)  
THOMAS M. HARRISON  
ROBERT N. HOLLIS  
GARRETT S. TAYLOR  
CASEY E. ELLIOTT  
RICHARD B. HICKS  
BRIAN R. HAJICEK

EVERETT S. VAN MATRE  
(1922-1998)

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS AT LAW  
1103 EAST BROADWAY  
POST OFFICE BOX 1017  
COLUMBIA, MISSOURI 65201

(573) 874-7777  
TELECOPIER (573) 875-0017  
E-MAIL [robert@vanmatre.com](mailto:robert@vanmatre.com)

July 27, 2018

Downtown CID  
11 South 10<sup>th</sup> Street  
Columbia, MO 65201

**PRIVILEGED AND CONFIDENTIAL  
DO NOT DISCLOSE**

Re: Agreement to Represent Interests / Attorneys' Compensation Agreement

Dear Katie:

We are honored that you have selected the law firm of Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C., to represent you. We appreciate your confidence and look forward to working with you.

You are hiring this firm to represent you with respect to the following matter: representation of the Downtown Community Improvement District in various matters upon request. This firm will provide those legal services reasonably required to represent you and to respond to your inquiries. It is our practice to specify our engagement arrangements with clients and that is the purpose of this letter. Attached are our standard Additional Terms of Engagement which will form a part of our representation agreement. If you have any questions about this letter, the Additional Terms of Engagement, or any aspect of the engagement or our relationship, please contact me immediately.

Our firm charges for the services to be rendered for your benefit at our prevailing hourly rates. Our legal personnel (attorneys, law clerks, and paralegals) keep track of their time spent on each matter so that an accurate billing to a client can be rendered. Our current billing rates for the persons expected to work on this matter are as follows:

Thomas M. Harrison	\$250.00 per hour
Robert N. Hollis	\$250.00 per hour
Garrett S. Taylor	\$225.00 per hour
Richard B. Hicks	\$225.00 per hour
Casey E. Elliott	\$225.00 per hour
Brian R. Hajicek	\$225.00 per hour

If matters can be handled by a less experienced attorney at a lesser rate, or by law clerks at lesser rates, we will, of course, employ them judiciously.

We will charge you for the time we spend on telephone calls relating to your matter, including telephone conversations with you, opposing counsel, government personnel, witnesses, etc. The legal personnel assigned to your matter will confer among themselves about your case, as required. When they do confer, each person will charge for the time expended. Likewise if more than one of our legal personnel attends a meeting, we will charge for waiting time in court and elsewhere, for travel time, both local and out of town, and for the expenses of the legal personnel in this travel (discussed below). We reserve the right to adjust our billing rates from time to time and will give you at least thirty (30) days notice before instituting any fee increase.

For your use, our e-mail addresses are as follows:

Thomas M. Harrison  
Robert N. Hollis  
Garrett S. Taylor  
Casey E. Elliott  
Richard B. Hicks  
Brian R. Hajicek

[tom@vanmatre.com](mailto:tom@vanmatre.com)  
[robert@vanmatre.com](mailto:robert@vanmatre.com)  
[garrett@vanmatre.com](mailto:garrett@vanmatre.com)  
[casey@vanmatre.com](mailto:casey@vanmatre.com)  
[richard@vanmatre.com](mailto:richard@vanmatre.com)  
[brian@vanmatre.com](mailto:brian@vanmatre.com)

If this letter and the Additional Terms of Engagement accurately reflect our agreement, please sign the enclosed extra copy of this letter and return it to me. This letter will be effective retroactive to the date we first performed services for you.

We will assume that you do not have any questions or objections to the foregoing unless you contact us immediately and let us know about your questions or objections. We will represent you on the foregoing basis and hope that our future association is mutually rewarding. We appreciate your confidence in selecting our firm for this purpose. We hope to be worthy of your trust and confidence.

Again, if you have any questions, please let us know.

Sincerely,

**Van Matre, Harrison, Hollis,  
Taylor, Elliott, and Hicks P.C.**

By:

  
Robert N. Hollis

\* \* \* \* \*

I agree to the foregoing.

---

Katie Essing, Executive Director

### **ADDITIONAL TERMS OF ENGAGEMENT**

These are the *Additional Terms of Engagement* referred to in our engagement letter. Because they are an integral part of our agreement to provide legal services, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.

#### **Who Will Provide the Legal Services?**

In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other lawyers or to legal assistants or non-legal professionals in the firm. For example, we do this in order to involve those with special knowledge or experience in an area and to provide service to you in a timely and efficient manner.

#### **The Scope of the Representation**

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged, and it is important that we both have a clear understanding of the legal services that the firm has agreed to provide. In our engagement letter with you, we specify the matter in which we will provide representation and the scope of the services we will provide. If there are any questions about the terms of engagement, including the scope of the representation that we are to provide in the matter, please raise those questions promptly with your principal contact in the firm.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

#### **Who Is Our Client?**

It is our policy to represent only the person or entity identified in our engagement letter and not any affiliates. For example, unless otherwise specifically stated in our engagement letter, if you are a corporation or partnership, our representation does not include any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; if you are a trade association, our representation excludes members of the trade association; if you are an individual, our representation does not include your employer, partners, spouse, siblings, or other family members.

#### **Your Duties**

In order for us to adequately represent you, you must be truthful with us, cooperate, keep us informed of developments, keep us advised of your address, telephone number and whereabouts, and otherwise not keep secrets concerning your legal affairs from us. Although these matters

may seem unrelated to you, they may directly impact on our ability to represent you and thus we hope that you will be candid with us at all times. We will endeavor to do likewise.

#### Our Relationship With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

If a controversy unrelated to the subject matter of the representation develops between you and any other client in our firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy. In making this determination, we will consider your agreement to the Conflicts of Interest provisions in these *Additional Terms of Engagement*.

#### Conflicts of Interest

Increasingly, conflict of interest is a concern for lawyers and their clients today. We attempt to identify actual and potential conflicts at the outset of any engagement, and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

#### How We Set Our Fees

The basis for determining our fee for legal services is set forth in the engagement letter itself. If you are unclear about the basis for determining your fee, please contact the attorney responsible for your representation.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Charges For Other Expenses And Services

In representing you, we may incur various costs and expenses on your behalf. We will bill you and expect to be paid (reimbursed) for those charges and expenses incurred in addition to the hourly fees which you incur in our representation of you. The costs and expenses which we may incur commonly include process server fees, fees fixed by law or assessed by courts or other agencies for filing fees, court reporters' fees, long distance telephone calls, Federal Express or other messenger or delivery fees, postage, parking and other travel expenses, photocopying and other reproduction costs, telecopier ("telex") fees, and other expenses directly incurred with respect to your case. Except for items listed below, all costs and expenses will be charged at whatever our actual out-of-pocket costs involved are. However, we have the following standard costs for the following matters:

1. In-office photocopying at 25 cents per page;
2. Mileage at 50 cents per mile;
3. Computerized legal research (Lexis) at \$25.00 for all access in any one day, plus any additional costs billed to our firm;

The above itemized costs, plus all telephone, facsimile and other communication charges are billed at a rate in excess of our actual costs because of the clerical time and expense involved in performing these tasks.

If for any reason out of town travel is required, we will bill you for our transportation, meals, lodging, and other costs associated with same.

If we must retain an expert or engage an expert or investigator to assist with your case or matter, you will be expected to pay the costs of such expert witness, investigator, or consultant. However, we will not hire an expert, consultant, or investigator without your prior consent.

We generally make and retain copies of all documents generated or received by us in the course of your representation. Should you request documents from us at the conclusion of our representation of you (other than your original documents), you agree that we may generate copies for our files at our expense. We will pay the reproduction charges and any professional fees incurred for time expended in reviewing files to be returned to you.

Billing Arrangements and Terms of Payment

We will send you a periodic billing statement for fees and costs incurred on a monthly basis. If you pay the full amount of this periodic billing within twenty-five (25) days of the statement's date, no interest or service charges will accrue. Billing statements which are not paid in full within twenty-five (25) days accrue interest at the rate of nine percent (9%) simple interest per annum until paid.



Interest will accrue on an account which is more than twenty-five (25) days old at the rate of nine percent (9%) simple interest per annum. Thus you will be required to pay this interest in addition to the amount billed to you for services rendered, if you do not pay your bill with this firm within the time specified above.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation.

If the representation will require a concentrated period of activity, such as trial, arbitration, or hearing, we reserve the right to require the payment of all amounts then owing to us and the payment to us of a deposit for the fees and expenses we estimate will be incurred in preparing for and completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to timely pay any additional deposit requested, we will have the right to cease performing further work and withdraw from the representation.

Should your account become delinquent and satisfactory payment terms are not arranged, as permitted under the rules regulating our profession, we will be required to withdraw from the representation. In most cases, and except as prohibited by ethical considerations, if your account becomes more than 60 days delinquent, we will cease representation until we can arrive at a mutually satisfactory arrangement for payment of the delinquent account and the resumption of services.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time-to-time, we assist clients in pursuing third-parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of the date of our statement.

#### Discharge and Withdrawal

You may discharge us as your attorneys at any time, with or without cause, by notifying us in writing. Similarly, we may withdraw as your legal counsel either with your consent or for what we consider to be "good cause." This would include your breach of this agreement, your refusal to cooperate with us, or any circumstance which would render our continuing representation of you either unlawful or unethical (e.g., if a conflict of interest would develop).

We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to lien. You agree that we will own and retain our own files pertaining to the matter or case, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyer work product such as drafts, notes, internal memoranda, and legal and factual research including investigative reports, prepared by or for the internal use of lawyers.

Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

#### Document Retention

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The Engagement Letter and these *Additional Rules of Engagement* reflect our entire agreement on the terms of this engagement. These written terms of engagement are not subject to any oral

**VAN MATRE, HARRISON, HOLLIS, TAYLOR, ELLIOTT, AND HICKS, P.C.**

July 27, 2018

Page 9

agreements or understandings, and any change in those terms can only be made in writing signed by both Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C. and you.

**In Conclusion**

We look forward to a long and mutually satisfying relationship with you. Again, if at any time you have a question or concern, please feel to bring it to the attention of your principal contact at our firm.



Look to **BRIGHTER DAYS! Corp.** for these services:  
 •Painting (Interior & Exterior, Residential & Commercial)  
 •Window Cleaning •Gutter Cleaning •Power Washing  
 •Wall Covering Installation •Wall Covering Removal  
 •Deck Refinishing •Drywall, Trim, Siding & Deck Repair  
 •Faux Finishing •Drapery, Blind & Shutter Installation  
 •Picture & Mirror Hanging •Holiday Lighting

<http://www.brighterdayspainting.net>  
**BRIGHTER DAYS! CORP.**  
 Randal W. Fletcher, President  
 303 W. Hickam Dr.  
 Columbia, MO 65203  
 573-864-5976 Cell  
 573-449-5185 Phone/Fax  
[randalwfletcher@gmail.com](mailto:randalwfletcher@gmail.com)

**Holiday Tree Lighting Proposal**

July 27, 2018

The District  
 Katie Essing  
 11 S. 10th St.  
 Columbia, MO 65201  
 573-442-6816  
[kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com)

Work to be performed in front of Commerce Bank at 9th and Broadway.

We hereby propose to **provide the lights and perform the labor**, including the equipment, necessary for the completion of installing 25,000 + holiday lights on the tree in front of Commerce Bank. Lights will be 100% LED in a variety of color, shapes and sizes.

Price includes lights, extension cords (lights and extension cords remain property of **BRIGHTER DAYS! CORP.**), installation and removal at the end of the season including reserved parking permits and sidewalk work permits.

Price: \$.30 per light at 25,000 = \$7500.00

All precautions shall be taken to produce a neat, clean and safe job and work site while the above is completed in a substantial workmanlike manner for the labor and materials amount of: **\$7500.00**.  
 Payments to be made as follows: full amount at completion of installing the lights.

This proposal may be withdrawn by us if not accepted within 30 days.  
 Respectfully submitted, *Randal W. Fletcher*, President – **BRIGHTER DAYS! CORP.**  
 Alias: *Will Treelighter*

**Acceptance of Proposal: Please sign below and return to BRIGHTER DAYS! CORP.**  
 The above price, plus the specifications and conditions are satisfactory and are hereby accepted.  
**BRIGHTER DAYS! CORP.** is authorized to do the work as specified. Payment will be made as outlined above.

Accepted *Katie Essing* Date 7-30-18

*"Here's to Clear Vision and Houses in Order"*



Look to **BRIGHTER DAYS! Corp.** for these services:  
 •Painting (Interior & Exterior, Residential & Commercial)  
 •Window Cleaning •Gutter Cleaning •Power Washing  
 •Wall Covering Installation •Wall Covering Removal  
 •Deck Refinishing •Drywall, Trim, Siding & Deck Repair  
 •Faux Finishing •Drapery, Blind & Shutter Installation  
 •Picture & Mirror Hanging •Holiday Lighting

<http://www.brighterdayspainting.net>  
**BRIGHTER DAYS! CORP.**  
 Randal W. Fletcher, President  
 303 W. Hickam Dr.  
 Columbia, MO 65203  
 573-864-5976 Cell  
 573-449-5185 Phone/Fax  
[randalwfletcher@gmail.com](mailto:randalwfletcher@gmail.com)

**Holiday Tree Lighting Proposal**

July 27, 2018

The District  
 Katie Essing  
 11 S. 10th St.  
 Columbia, MO 65201  
 573-442-6816  
[kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com)

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We hereby propose to **provide the lights and perform the labor**, including the equipment, necessary for the completion of installing 25,000 + holiday lights on the tree in front of Commerce Bank. Lights will be 100% LED in a variety of color, shapes and sizes.

Price includes lights, extension cords (lights and extension cords remain property of **BRIGHTER DAYS! CORP.**), installation and removal at the end of the season including reserved parking permits and sidewalk work permits.

Price: \$.30 per light at 25,000 = \$7500.00

All precautions shall be taken to produce a neat, clean and safe job and work site while the above is completed in a substantial workmanlike manner for the labor and materials amount of: **\$7500.00.**  
 Payments to be made as follows: full amount at completion of installing the lights.

This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted, *Randal W. Fletcher*, President – **BRIGHTER DAYS! CORP.**

Alias: *Will Treelighter*

**Acceptance of Proposal: Please sign below and return to BRIGHTER DAYS! CORP.**

The above price, plus the specifications and conditions are satisfactory and are hereby accepted.

**BRIGHTER DAYS! CORP.** is authorized to do the work as specified. Payment will be made as outlined above.

Accepted *Katie Essing* Date 7-30-18

*"Here's to Clear Vision and Houses in Order"*

**RESOLUTION NO. 2019-08**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING THE BOARD OF DIRECTORS TO CARRY AND MAINTAIN A NONPROFIT CORPORATION DIRECTORS, OFFICERS AND CORPORATE INDEMNIFICATION INSURANCE POLICY**

WHEREAS, the Board of Directors of the Downtown Community Improvement District (the "District") wishes to carry and maintain a nonprofit corporation directors, officers and corporate indemnification insurance policy in the amount of One Million Dollars (\$1,000,000.00).

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

1. The Secretary of the Board of Directors is authorized to obtain and arrange for the issuance of a nonprofit corporation directors', officers', and corporate indemnification insurance policy in the amount of One Million Dollars (\$1,000,000.00), substantially in the form attached hereto as Exhibit A and incorporated fully herein, insuring the District, its officers and its employees from any potential liability in connection with actions relating to the District.

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

Passed this 14th day of August 2018.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Director

**EXHIBIT A  
TO RESOLUTION NO. 2019-08**

**Nonprofit Corporation Directors, Officers and Corporate  
Indemnification Insurance Policy**

**RESOLUTION NO. 2019-09**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING DELTA  
SYSTEMS AS WEBSITE PROVIDER TO THE DISTRICT**

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

The Downtown Community Improvement District (the "District") hereby retains Delta Systems as website provider pursuant to the engagement letter executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

Passed this 14th day of August 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors



**EXHIBIT A  
TO RESOLUTION NO. 2019-09**

**Engagement Letter**



# TriPoint HOSTING

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204 Corporate Lake Drive, Columbia, MO 65203 △ Phone: 573.442.9855 △ [www.TriPointHosting.com](http://www.TriPointHosting.com)

**Thank you for allowing TriPoint Hosting (a service of Delta Systems Group) the opportunity to present our services to the Downtown CID for website hosting, technology consulting, and support.**

TriPoint Hosting is pleased to submit this proposal to **Downtown CID for consideration of hosting discoverthedistrict.com**. Please find the details of hosting services, technology consulting and support below that are based on the requirements of the Wordpress website designed by Delta Systems.

We are proud to work with hundreds of clients in providing tailored hosting and support for their custom applications and websites. We feel confident that the proposed services here-in will provide the hosting resources needed to host the existing Wordpress-powered website built by Delta Systems Group.

We'd be honored to bring the Downtown CID a level of professionalism and experience with enterprise-class hosting, security, and performance from our dedicated team of IT experts and technology consultants.

We look forward to continuing this strong partnership with the Downtown CID in supporting its mission as your local technology expert supporting your digital endeavors.

Regards,

Steve Powell  
TriPoint Hosting & Delta Systems Group, President



# TRIPPOINT HOSTING

204 Corporate Lake Drive, Columbia, MO 65203 △ Phone: 573.442.9855 △ [www.TriPointHosting.com](http://www.TriPointHosting.com)

## 2018-1041 : Downtown CID Hosting for discoverthedistrict.com

WEBSITE HOSTING		
Standard \$40/month	Business \$80/month	Premium Starts at \$300/month
X	<input type="checkbox"/>	<input type="checkbox"/>
Our standard hosting with some exclusive bells and whistles.	For sites with more traffic and/or need a sandbox, more backups, and tighter monitoring	CUSTOM: WordPress support
Up to 1GB disk space	Up to 5GB disk space	40GB disk space
20GB bandwidth	50GB bandwidth	1TB bandwidth
Cloud Server	Cloud Server	2 Cloud Servers (2GB) and 1 Load Balancer (512MB)
Shared Distributed Hosting*	Shared Distributed Hosting*	Dedicated Hosting
No staging/development site	Free Staging/Development Site	Free Staging/Development Site
At Least Daily Backups** (1 month of backups retained)	3X (or more) Daily Backups** (2 month of backups retained)	3X (or more) Daily Backups** (>1 month of backups retained)
10 minute monitoring checks	1 minute monitoring checks	Custom Monitoring Checks
SSL Included***	SSL Included***	SSL Included***
TriPoint DNS Cluster	TriPoint DNS Cluster	TriPoint DNS Cluster

\* Our shared distributed clusters put your site on a shared cluster of multiple servers. These clusters keep your costs down, while giving you higher uptime through redundancy.

\*\* In single-server environments, daily backups are performed. In replicated environments, backups are performed four times a day.

\*\*\* SSL Certificates from Let's Encrypt are included, but other SSL certificate needs may have an additional setup fee, monthly fee, and annual renewal fee.

### Confidential: To Be Distributed By TriPoint Hosting Exclusively

This proposal is Intended distribution directly from TriPoint Hosting for the sole purpose of offering work and services proposed herein. The information contained within is confidential and proprietary information of TriPoint Hosting. Distribution of this document or the information contained within to individuals or entities outside of TriPoint Hosting / Delta Systems Group without the express written permission of TriPoint Hosting is strictly prohibited except where required by law.

WORDPRESS MANAGEMENT			
Automated (Included with Hosting)	Simple \$40/month	Professional \$250/month	Enterprise Let's Talk
<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Automatic WordPress updates will be activated	Minor updates (usually security patches) as they are released	Major updates as soon as they're confirmed stable	We can discuss exactly how you'd like things to be done, and give a quote based on those needs.
Automatic plugin and theme updates will be activated	Update plugins when new versions come available and/or when relevant vulnerabilities are discovered	Plugins and theme will be updated when new versions come available and/or when relevant vulnerabilities are discovered, and everything will be updated when a WordPress core update is released.	
If an update leads to a plugin or theme no longer being compatible with the current version of WordPress, let us know and we can work on it at an hourly rate.	We'll do simple checks after updates to make sure there are no problems. If we find an issue we'll spend up to 1 hour working on it. After that, we'll notify you and offer to work on it at an hourly rate.**	We'll make a copy of your site on another server, and do extensive checks to make sure all is well before updating the live site. If there are any issues, we'll discuss how they're taken care of before updates are performed on the live site.**	

\*\* Updates made by users will not be covered by these plans, but we can work on any issues caused by incompatibilities at an hourly rate.

**ADDITIONAL SERVICES**

The following recurring services are also available from TriPoint Hosting and/or Delta Systems, but are NOT included in this contract: **Search Engine Optimization (SEO), Channel Marketing, Graphic Design, Adwords Management (PPC), Local Search Optimization, Analytics Reporting, Webmaster Tools Services**  
 If any of these sound interesting, give us a call at 573-442-9855

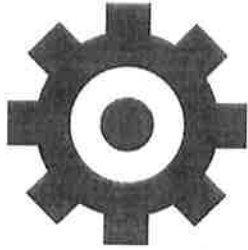


IS A SERVICE OF



**Confidential: To Be Distributed By TriPoint Hosting Exclusively**

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ONE-TIME SETUP CHARGE SUMMARY
Site move from existing hosting provider: <del>\$200</del> - (Waived due to redesign project)
Website setup fee: <del>\$200</del> - Waived (due to redesign project)
SSL Certificate Setup: <del>\$200</del> Waived (due to redesign project)
<b>SETUP TOTAL: \$0</b>



MONTHLY CHARGE SUMMARY
Hosting Plan: \$40
WordPress Maintenance Plan: \$40
<b>MONTHLY TOTAL: \$80</b>



ANNUAL CHARGE SUMMARY
Domain Registration(s): \$0 - Handled by client
SSL Certificate Renewal: Included
<b>ANNUAL TOTAL: \$0</b>

GENERAL HOSTING MAINTENANCE, CONSULTATION AND SUPPORT (as authorized beyond hosting terms)
Hourly Fee: <del>\$175</del> \$120

Pricing is valid for 30 days after presented via any method. Upon signing, hosting charges will automatically renew monthly thereafter. Pricing is subject to change based on dynamic hosting needs, 3rd party pricing, technology requirements, or other reasons. TriPoint Hosting will notify client via e-mail and include a summary in the next month's billing statement of all hosting changes. Either party may terminate this agreement at any time, for any reason, with 90 days written/emailed notice. At termination, TriPoint Hosting can transfer domains and provide the latest set of relevant files and data, if requested.

**Domain:** [discoverthedistrict.com](http://discoverthedistrict.com)

Authorized Representative:

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

:

Date: \_\_\_\_\_

To accept this agreement, please complete this page and email to [billing@tripointhosting.com](mailto:billing@tripointhosting.com) or fax it to (573) 242-6122

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**RESOLUTION NO. 2019-10**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING BROOKE  
OMAR TO PROVIDE GRAPHIC DESIGN SERVICES TO  
THE DISTRICT**

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

The Downtown Community Improvement District (the "District") hereby retains Brooke Omar to provide graphic design services pursuant to the engagement letter executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

Passed this 14th day of August, 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-10**

**Engagement Letter**

brooke ★ omar

**The District**  
**Katie Essing, Executive Director**  
**July 26, 2017**  
**Proposal for 2018 Creative + Design Services**

---

Brooke Omar will work closely with *The District* to provide quality creative and design services in a timely manner. Services include communications strategy, graphic design, digital illustration, copywriting, web and social media graphics, print production, and vendor coordination.

The goal is to present *The District* in a compelling, professional and consistent way, building upon the brand communications and campaigns that have already been established.

Compensation: \$95 per hour

Billing: Invoices to be issued monthly and payable within 30 days.



brooke \* omar

**The District**

**Katie Essing, Executive Director**

**August 9, 2018**

**Proposal for 2019 Creative + Design Services**

---

Brooke Omar will work closely with The District to provide high quality creative and design services in a timely manner. Services include communications strategy, campaign development, graphic design, digital illustration, copywriting, web and social media graphics, print production and vendor coordination.

*Goal:* To present The District in a compelling, professional and consistent way—building upon existing brand standards and communications.

*Compensation:* \$95 / hour

*Billing:* Invoices issued monthly, payable within 30 days.

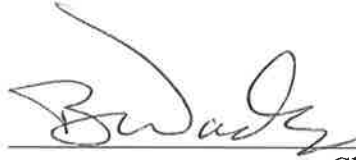
**RESOLUTION NO. 2019-11**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING RANDY  
FLETCHER WITH BRIGHTER DAYS TO PROVIDE  
INSTALLATION AND DEINSTALLATION OF THE  
MAGIC TREE**

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

The Downtown Community Improvement District (the "District") hereby retains Randy Fletcher pursuant to the engagement letter executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

Passed this 14th day of August, 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-11**

**Engagement Letter**



Look to **BRIGHTER DAYS! Corp** for these services:  
·**Painting (Interior & Exterior, Residential & Commercial)**  
·**Window Cleaning** ·**Gutter Cleaning** ·**Power Washing**  
·**Wall Covering Installation** ·**Wall Covering Removal**  
·**Deck Refinishing** ·**Drywall, Trim, Siding & Deck Repair**  
·**Faux Finishing** ·**Drapery, Blind & Shutter Installation**  
·**Picture & Mirror Hanging** ·**Holiday Lighting**

<http://www.brighterdayspainting.net>  
**BRIGHTER DAYS! CORP.**  
Randal W. Fletcher, President  
303 W. Hickam Dr.  
Columbia, MO 65203  
573-864-5976 Cell  
573-449-5185 Phone/Fax  
[randalwfletcher@gmail.com](mailto:randalwfletcher@gmail.com)

### Holiday Tree Lighting Proposal

July 27, 2018

The District  
Katie Essing  
11 S. 10th St.  
Columbia, MO 65201  
573-442-6816

[kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com)

Work to be performed in front of Commerce Bank at 9th and Broadway.

We hereby propose to **provide the lights and perform the labor**, including the equipment, necessary for the completion of installing 25,000 + holiday lights on the tree in front of Commerce Bank. Lights will be 100% LED in a variety of color, shapes and sizes.

Price includes lights, extension cords (lights and extension cords remain property of **BRIGHTER DAYS! CORP.**), installation and removal at the end of the season including reserved parking permits and sidewalk work permits.

Price: \$.30 per light at 25,000 = \$7500.00

All precautions shall be taken to produce a neat, clean and safe job and work site while the above is completed in a substantial workmanlike manner for the labor and materials amount of: **\$7500.00**.  
Payments to be made as follows: full amount at completion of installing the lights.

This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted, *Randal W. Fletcher*, President – **BRIGHTER DAYS! CORP.**

Alias: *Will Treelighter*

**Acceptance of Proposal: Please sign below and return to BRIGHTER DAYS! CORP.**

The above price, plus the specifications and conditions are satisfactory and are hereby accepted.

**BRIGHTER DAYS! CORP.** is authorized to do the work as specified. Payment will be made as outlined above.

Accepted *Katie Essing* Date 7-30-18

*"Here's to Clear Vision and Houses in Order"*

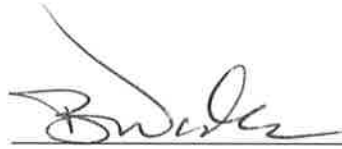
**RESOLUTION NO. 2019-12**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING AN  
AGREEMENT FOR THE CITY PARKS AND  
RECREATION DEPARTMENT TO PROVIDE  
DOWNTOWN HORTICULTURE SERVICES**

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

The Downtown Community Improvement District (the "District") hereby agrees to partner with the City Parks and Recreation Department pursuant to the attached proposal executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

Passed this 14th day of August, 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-12**

**City Horticulture Proposal**

## **AGREEMENT FOR LANDSCAPING SERVICES**

This Agreement (hereinafter "Agreement") is entered into on the date of the last signatory noted below (hereinafter "Effective Date") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Downtown Community Improvement District (hereinafter "Downtown CID"). City and Downtown CID are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, The Downtown CID is a Missouri 501C(6) political subdivision established for the purposes to:

1. Form and govern the Downtown CID in accordance with the Act and the revised statutes of the State of Missouri;
2. Provide or cause to be provided, for the benefit of the Downtown CID, certain improvements and services;
3. Obtain financing for the costs, expenditures and undertakings of the Downtown CID;
4. To levy and collect the authorized funding mechanisms authorized by the Act in order to provide a source of repayment for Downtown CID obligations issued to finance the Downtown CID Projects;
5. To complete the tasks stated in the Petition; and
6. Such other purposes as are authorized by the Act.

WHEREAS, Downtown CID is in need of services related to the care and maintenance of landscaping and trees located in the downtown area; and

WHEREAS, City's Parks and Recreation Department has experience maintaining landscaping and trees and the City is willing to provide services to the Downtown CID provided the Downtown CID pays a portion of the overall costs of the services to be provided.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Term. The "Term" of this Agreement shall commence on the Effective Date and continue until one year following the Effective Date. Thereafter, this Agreement may be renewed for four (4) additional one year terms by the mutual agreement of the Parties.

2. Termination. With ten (10) days written notice, either Party may terminate this Agreement for convenience.
3. City's Responsibilities. City shall provide landscaping services set forth in the scope of services and map contained in Exhibit A.
4. Downtown CID's Responsibilities.
  - a. Downtown CID shall pay the City eight thousand dollars (\$8,000.00) per year for these services during the initial term. For each renewal term, the City will evaluate the total costs associated with the services during the City's annual budget process to determine if the fee paid by the Downtown CID is to be increased. In addition, the fee may be increased if the Downtown CID requests additional services and the City agrees to perform the additional services. Should the City determine that an increase in the fee to be paid by the Downtown CID is needed, City shall provide Downtown CID with thirty (30) days written notice. Any price increase shall be in the form of a written amendment signed by both Parties.
  - b. Downtown CID shall remit payment to the City in twelve (12) equal monthly installments with each payment due no later than the 10<sup>th</sup> of each month.
5. Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
6. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
7. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
8. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
9. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United



States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

10. General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
11. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
12. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia  
Parks and Recreation Department  
P.O. Box 6015  
Columbia, MO 65205-6015  
ATTN: Mike Griggs, Director

If to Downtown CID:

11 South Tenth Street  
Columbia, Missouri 65201  
ATTN: Katie Essing, Executive Director

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

13. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Scope of Services and Map

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year written below to this Agreement.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

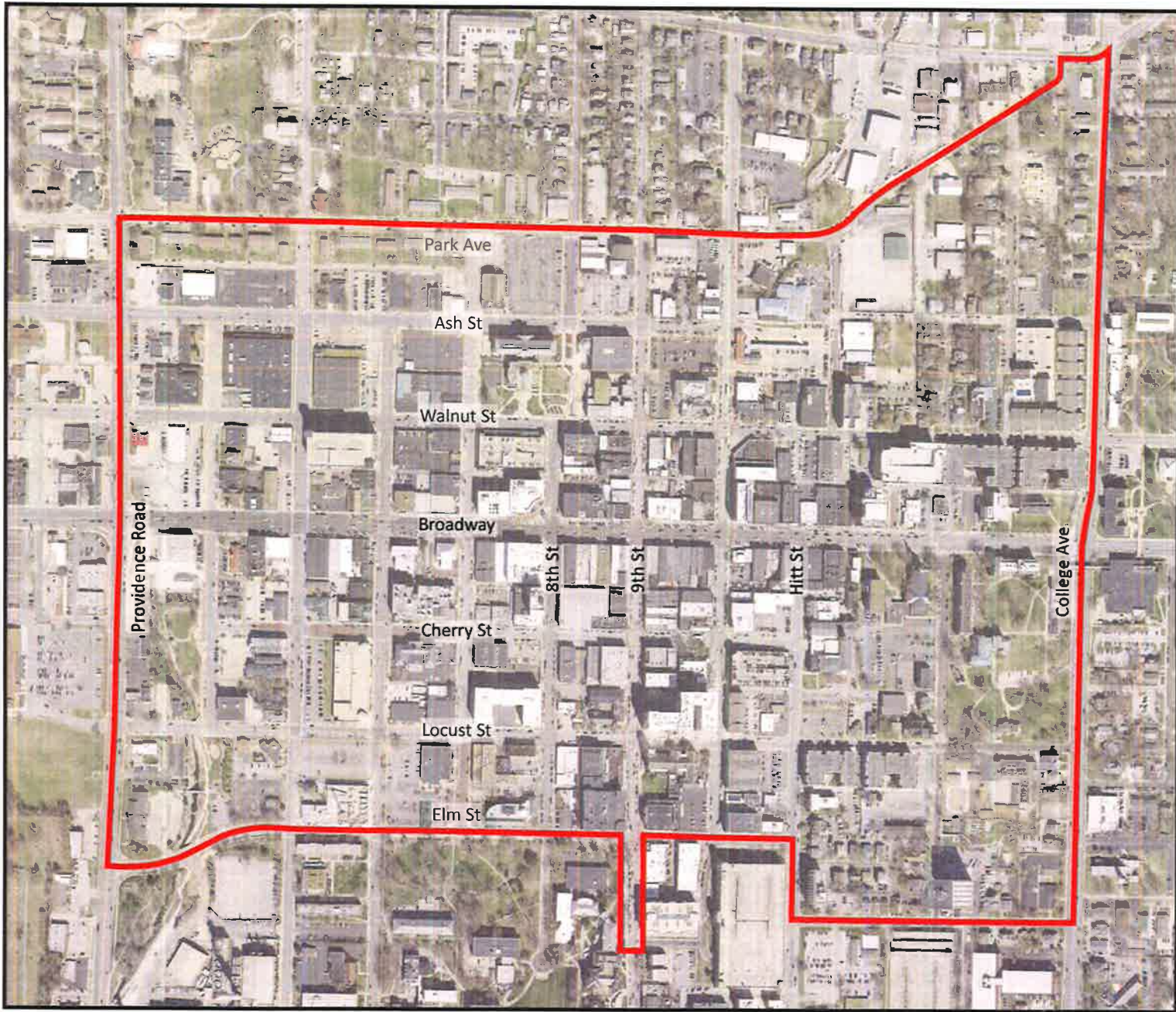
**Downtown Community Improvement District**

By: \_\_\_\_\_  
Katie Essing, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ben Wade, Board President

Date: \_\_\_\_\_



Scope of Services:  
Care of City-managed landscape beds and street trees throughout the designated area (as shown on this map) including raised landscape beds, ground level landscape beds and street trees within road right-of-way. Maintenance to include watering, weeding, planting annuals and street tree replacement as needed.

**Exhibit A: Map of Parks and Recreation Maintenance Area for Landscape Areas and Street Trees**

RESOLUTION NO. 2019-10<sup>3</sup>

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD  
SEPTEMBER 2018**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held September 2018.

Passed this 9th day of October 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**Community Improvement District  
Board of Directors Meeting  
September 11, 2018  
11 S. Tenth Street**

**Present:**

Tom Mendenhall, The Lofts at 308 Ninth	Adam Dushoff, Addison's
Deb Rust, Tellers	Ben Wade, Guitarfinder
Marti Waigandt, 808 Cherry St	
Logan Dale, Landmark Bank	
Jesse Garcia, Penguin	
Kenny Greene, Monarch Jewelry	
Van Hawxby, DogMaster Distillery	
Lisa Klenke, Calhoun's	

**Absent:**

Kevin Czaicki, Centurylink  
Deb Sheals, Historic Preservationist  
Mike McClung, Dungarees  
Dave Parmley, Broadway Hotel  
Mike Wagner, Central Bank of Boone County

**Guests:**

Val DeBrunce, Citizen  
Carol Rhodes, City  
Robert Hollis, Attorney  
Jamie Bennett

Meeting called to order at 3:29 pm by Wade, Chair.

Introductions were provided around the table of board members and guests.

**Approval of Agenda**

Motion by Mendenhall, seconded by Dushoff, all approved

**Approval of Minutes**

Motion by Mendenhall, seconded by Dale, all approved

**Approval of Financials**

Sheals, Treasurer was not present to provide an update on the financials

**Police Report**

No one present to give police report

**City Report**

Carol Rhodes reported that there was a final hearing on the City budget happening on Monday at 7pm.

**New Business**

#### Executive Director Search Update

Wade updated the board on the search process for a new executive director. Progress has been made on search and the candidates have been narrowed down to the top 3 and will undergo search and review committee interviews after this meeting. They will then go through the full board interviews and the board will vote for the new director during the last week of September.

#### Committee Mission Statements

The board discussed the need for mission statements in their committees to provide direction for the group. The board decided to wait until the new director was hired to define the missions of the committees to use it as an immersion experience for the new director.

#### Right of Use Permit

The CID had received a right of use permit notice from the University of Missouri and discussed how they should acknowledge the receipt and thank the university for informing them to set precedent for the future.

#### Stakeholder's Gala

Hawxby reminded the board of the Stakeholder's reception that is to occur the Saturday following the meeting. He dispersed drink coupons and requested that the board attends and brings guests. Hollis advised the board to post notice of the meeting as we would a typical board meeting due to the chance of establishing quorum at this social event to unveil the new annual report.

#### CCA Account

Wade and Hollis informed the board of new information found and the lack of a signed resolution to give the CID full power over the CCA account. Hollis recommended inaction until more information was found. He informed the board that because no one paid membership dues to the CCA, there were no members and therefore no board. However, a board could be created to transfer the account and dissolve the CCA.

#### Ameren Letter

Wade informed the board of the actions being taken on the Ameren building. A state representative had been in touch to inform the CID of progress on the building. The government will take possession of the building and clean the space pending Ameren's signature. Greene and Mendenhall discussed the information they received about the space. If a building is erected there, it can extend no farther than 10 feet into the ground to prevent vapors escaping. The board hopes this can turn into a green space.

### **Committee Reports**

#### **Operations**

The board had a brief discussion about the test lights between Hitt and Waugh including the location, time, and anticipated results and timelines.

#### Horticulture

Wade informed the board that the CID had officially given money to this City program.

#### **Economic Development & Solid Waste**

Dale and Dushoff reported that the majority of the meeting was about discussing the mission of their committee and the idea of giving all committees mission statements to define and focus on their scope of work.

**Marketing**

Hawxby reported the overall choices for the media buy and that the budget for the buy would remain the same, however, how that budget is allocated will be altered. He asked Birk to report the progress made on college outreach. She reported that she had attended multiple college outreach events to inform and disperse District marketing materials, was in the progress of hiring interns, and had created a new newsletter for college students.

**Search and Review**

Discussed under New Business

**DLC Report**

Wade stated that in the most recent report from CPD, Burtons reiterated the actions that were explained in the previous board meeting and results seem positive so far.

**CoMo200/ Bicentennial Task Force Report**

The next meeting is on 9/13 and will consist of a walking tour and a meeting at Shiloh's to discuss the park. Mendenhall reported that the task force considering creating a Bicentennial stamp or seal and they may be able to acquire engineering services at a reduced cost if they commission the park to that firm.

**Parking Commission Report**

McClung was not present to report

**Staff Report**

None

**Public Comment**

DeBrunce reported that he was not sure how effective the location of the City's lighting test would be since the test is not in a highly trafficked area.

Wade reported that Block by Block, The District's janitorial crew, had received multiple compliments.

Wade introduced Bennett to the board.

**Adjournment**

Meeting adjourned at 4:12pm. Wade motioned to adjourn, Mendenhall seconded, and all approved.

The next board meeting is Tuesday, October 9th, at 3:30 p.m.



**Community Improvement District  
Economic Development and Solid Waste Committee Meeting  
September 18, 2018  
11 S. Tenth Street**

**Present:**

Jesse Garcia  
Mike Wagner  
Adam Dushoff  
Ben Wade

**Absent:**

Andy Waters  
Logan Dale

**Guests:**

Val DeBrunce

Meeting called to order at 3:46pm by Wagner, Chair.

Approval for the agenda motioned by Wade, seconded by Garcia and approved by all.

**Solid Waste District**

**Solid Waste Rate Increase**

The City approved their new budget at the city council meeting the night prior to this meeting. The price for solid waste in the District increased 3% to cover the cost increases for the solid waste removal. That increase includes a \$2 hourly wage increase for solid waste removal employees to improve retention and appeal to more people to help with current understaffing.

**Dumpsters and City Schedule**

The CID has received complaints that multiple dumpsters were not being emptied on schedule and some were overflowing. The board discussed that this was a city-wide issue, not just in The District. This is due to the understaffing issue discussed by the committee under the previous topic. The committee plans on discussing the issue with Steve Hunt, however they hope that the issue will be mostly resolved with the wage increase.

**City's Proposed Grease Ordinances**

This committee drafted grease ordinances for the City (they are none in place currently) to help with the grease in alleyways. The board edited and approved this proposal and sent it to the City. Wade updated the committee that the proposal was going to council and the City thanked the CID for their work on the issue.

**Economic Development**

**Other**

The committee discussed the committee definitions a little more. Garcia proposed that economic development works on improving the downtown and compared our CID with the CID in Westport. He also suggested that the committee work closely with marketing to focus on business retention programs.



The committee recapped the bar-owner meeting that happened earlier that day mostly discussing what Assistant Chief Gordon said about the public safety since the focus was downtown. Gordon said that he is trying to reform the downtown police force to be ambassadors to downtown and Columbia. The force is trying to increase staffing to help Columbia overall but also to maintain a more consistent police force downtown without overworking officers.

**Adjournment**

Meeting was motioned to be adjourned by Dushoff at 4:01pm, seconded by Garcia and approved by all.

**Community Improvement District  
Operations Committee Meeting  
September 20, 2018  
11 S. Tenth Street**

**Present:**

Dave Parmley  
Tom Mendenhall  
Kevin Czaicki

**Absent:**

John Ott  
Logan Dale  
Kenny Greene

**Guests:**

Val DeBrunce, Citizen  
Ryan Williams, Water and Light  
Shane and Chris, Uber

Meeting was called to order at 3:29pm by Parmley, Chair

Approval of Agenda motioned by Mendenhall, seconded by Parmley, approved by all

**Lighting Project Update**

Ryan Williams from Water and Light was present to provide an update on the lighting test for the six light poles on Broadway between Hitt and Waugh (three on each side). The lights are installed; however they are currently functioning as normal lights due to a programming issue with the communication cell. They are currently reprogramming and will need to fix with a bucket truck. The lights have two fixtures, one over the sidewalk is lower in height and higher in color and one over the street that is higher on the pole and is a dusk to dawn light. The City is paying about \$25,000 for this test and has around \$210,000 remaining in the current lighting budget for this project. There are about 400 lights currently downtown. The group discussed good times to have an interested parties meeting for the public to see how the light functions and collect feedback.

**Landscaping and Horticulture**

Parmley stated that the committee is hoping to receive planter height options for downtown as well as design options from the Parks and Rec designer and will discuss more next meeting with John Ott and Gabe Huffington present.

**Parking**

Committee opened discussion with the finalization of the contract for the city parking consultant. The group discussed that most cities do not own their own parking garages and a lot of parking garages are free to park in if they are not owned by a private entity. They talked about the 10 hour meter parking experiment and where those spots should be moved to as well as the idea of making the meters that do not bring in much revenue free. While discussing the parking shortages, the committee brought up that MU hired a parking consultant who told the university that if there is a waiting list for parking spaces, the permit spaces are not being sold for enough. Committee made a note to ask McClung to ask the parking committee what city owned parcels of land are large enough for parking. Shane and Chris, local Uber drivers, brought up the struggle of picking up and dropping off passengers on Broadway when the nightlife shuts down. The committee discussed alternative solutions for rideshare drivers such as access to

the taxi stands if no taxi is present, creating rideshare stands in the 7 parallel parking spots between the Broadway's spaces and the light at Hitt. These ideas are to create safe spaces for ridesharing programs to pick up passengers safely while staying out of the road and the polices' way. The committee made a note to discuss it with the police at the next board meeting and potentially writing a letter.

#### **Sidewalk Dining Ordinance**

Parmley informed the committee that the city council is in the process of combining the two new proposed sidewalk dining ordinances into one to pass.

#### **Other Discussion Items**

Mendenhall stated that he loves that the City will provide transportation to the public to encourage the public to attend and engage in City Council meetings but wishes that there were time restrictions on issues because the length and lateness of the meetings discourages citizens from coming if they have to be at work at 8am the next day.

#### **Public Comment**

DeBrunce filled in the board on where the City is with their compost pick-up policies and that he would be informing the city committee responsible about their options.

#### **Adjournment:**

Meeting was adjourned at 4:22pm by Parmley and seconded by Mendenhall, all voted in favor.

**Community Improvement District  
Marketing Committee  
September 25, 2018  
11 S. Tenth Street**

**Present:**

Van Hawxby  
Lisa Klenke  
Deb Rust  
Christina Kelley

**Absent:**

Mark Sulltrop

Meeting called to order at 8:34am by Hawxby, Chair.

Motion to approve the agenda made by Hawxby and seconded by Kelley, all approved.

**Stakeholders Reception Discussion**

The committee believed this was a good event and a good opportunity for the board to network, however they were surprised about the percentage of the board present. They brainstormed ways to increase attendance like personal invitations, nametags, changing the time, and canvassing for next time.

**Ann Arbor Trip Discussion**

Nickie Davis shared with the committee what she found interesting about Ann Arbor's downtown area during her leadership conference. She showed the committee marketing materials similar to what the committee had seen during the media buy that they liked. They have booklets for each of the four downtown sections. Their downtown was similar size to ours but more urbanized because they had a green belt and could only build up. Their downtown association is a DDA and has control of their own parking.

**Not So Frightening Friday**

The committee discussed the logistics for this event and Nickie provided an update on the posters that were being printed for the occasion. There will be separate posters to distinguish advertising and actual participants.

**Living Windows**

The committee discussed the need to remind businesses that there cannot be any Santas in windows because Santa is at the bank. This led to a magic tree lighting and shop hop conversation that we need to urge businesses to stay open until 7pm for the lighting since there are so many people downtown waiting for the event to begin.

**Shop Small Saturday**

Hawxby asked committee if they wanted to collaborate more with restaurants for the event, group decided that that was unnecessary, shoppers generally eat and grab drinks during the event already. Klenke suggested that we use balloons to mark participating businesses for other events like American Express likes to use for Shop Small.

**Drinks in the District**

Group decided on dates for this event as well as passport format and potential prizes passports could be turned in for. Group also reviewed and edited dates for other events so they could create calendars.

### **Upcoming Educational Workshops**

Davis suggested potential guest speakers for the October workshop. The committee decided against doing a workshop in November and Decemeber since it is peak time. Hawxby suggested compiling a list of all the workshops we have done to see what we have not covered and to see what we would like to cover again.

### **Adjournment**

Meeting motioned to adjourn at 9:41am by Klenke, seconded by Kelley, all voted in favor.

**Community Improvement District  
Special Session- Full Board  
September 25, 2018  
11 S. 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Van Hawxby  
Mike Wagner  
Jesse Garcia  
Kenny Greene  
Dave Parmley  
Deb Rust  
Mike McClung  
Lisa Klenke  
Ben Wade  
Adam Dushoff  
Marti Waigandt

**Absent:**

Logan Dale  
Deb Sheals  
Kevin Czaicki

Meeting called to order by Ben Wade, Chair at 3:29pm

Approval of Agenda motioned by Mendenhall, seconded by Dushoff, all approved.

Motion to approve the media buy, discussed during the September board meeting, motioned by Mendenhall, seconded by Dushoff, all voted in favor.

Wade informed the board that City requested a letter of support to put on file for the newly proposed grease ordinance. Mendenhall motioned to approve the letter of support, Klenke seconded, and all approved.

Mendenhall presented the letter from Crockett for the CoMo200 Bid. The board had already set aside \$20,000 to put toward this. Parmley motioned to use the \$20,000 already set aside, Marti seconded, all voted in favor.

Wade motioned to move the meeting to closed session at 3:33pm. Wagner seconded, all approved,

Board interviewed the top three candidates and discussed the pros and cons of each candidate to evaluate who they believed were the best fit for the position of executive director. After interviews and discussion, the board took a roll call vote to decide who would be the next executive director.

Meeting motioned to be adjourned by Wagner at 5:21pm, seconded by Mendenhall, all approved.

**Community Improvement District  
Executive Committee Meeting  
October 2, 2018  
11 South 10<sup>th</sup> St.**

**Present:**

Ben Wade  
Kenny Greene  
Deb Sheals  
Mike McClung  
Jesse Garcia

**Absent:**

None

Meeting called to order at 3:31pm by Ben Wade.

Approval of the Agenda motioned by Sheals and seconded by Greene, all approved

Committee discussed issues and topics for the agenda for the October Board Meeting. These topics included guest speakers, resolutions that need to be created for the next board meeting (minutes, financial, and executive director approval), the lighting test on Hitt and Waugh, the status of the grease ordinance, the last City Council meeting on 10/1, an update from the parking committee that the City is currently discussing terms with the parking consultants, the board members that are coming to the end of their terms and beginning the process of advertising the positions, and City ordinances forming around the Bird scooters.

See October 2018 board meeting agenda for more detail.

Meeting motioned to adjourn at 3:58pm by Mike McClung and seconded by Deb Sheals. All approved.

**RESOLUTION NO. 2019-14**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD OCTOBER  
2018**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held October 2018.

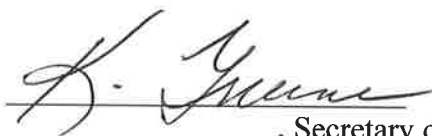
Passed this 12th day of November 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors



**Downtown Community Improvement District  
October Board Meeting  
October 9, 2018  
11 S. Tenth Street**

**Present:**

Tom Mendenhall, The Lofts at 308 Ninth  
Deb Rust, Tellers  
Marti Waigandt, 808 Cherry St  
Logan Dale, Landmark Bank  
Jesse Garcia, Penguin  
Kenny Greene, Monarch Jewelry  
Lisa Klenke, Calhoun's  
Ben Wade, Guitarfinder  
Kevin Czaicki, Centurylink  
Deb Sheals, Historic Preservationist  
Mike McClung, Dungarees  
Dave Parmley, Broadway Hotel

**Absent:**

Adam Dushoff, Addison's  
Mike Wagner, Central Bank of Boone County  
Van Hawxby, DogMaster Distillery

**Guests:**

John Ott, Property Owner  
Val DeBrunce, Citizen  
Ryan Williams, Power and Light  
Carol Rhodes, City  
Mark and Carol Stevenson, Ice Plant  
Mike Patel, Arena Liquor  
Chris Yagers, Uber  
Shane Winter, Uber

Meeting Called to Order by Ben Wade, Chair at 3:31pm.

Approval of the Agenda motioned by McClung, seconded by Parmley, approved by all.

Approval of the Minutes motioned by Mendenhall, seconded by Greene, all approved.

Approval of the Financials for August and September 2018 motioned by Mendenhall and seconded by Klenke, all approved after an update was provided by Sheals, Treasurer.

**Police Report**

No one present to give report

**City Report**

Rhodes provided an update on the grease ordinance; the council is moving forward with the new ordinance now that they combined the two proposed ordinances into one. She informed the board that the ordinance will primarily be enforced on a compliant basis. She also provided an update on the motor scooter ordinances. She reminded the board that it is already illegal to ride scooters, bikes, and

skateboards on the sidewalks and informed that CPD is planning on issuing citations against people using them on the sidewalks for a couple of weeks to enforce and encourage proper usage of the scooters. Lime, a rental bike company is also planning to come to Columbia. The City attorney is currently in the process of creating a \$1 daily fee for every scooter that Bird has in Columbia to increase tax revenue towards roads and sidewalks. Ryan Williams was present to provide an update on the lighting test between Hitt and Waugh. The communication between the timing and gradient program and the light is still down. They are moving the antennas and reprogramming to connect to the lights. The lights are currently functioning at full gradient power from dusk to dawn.

## **New Business**

### **Bird Scooters**

Bird Scooter discussion moved on to complaints received by the CID about the scooters blocking parking, limiting ADA accessibility, and running into pedestrians on sidewalks.

### **Executive Director Update**

The board, during a special session selected Bob Hohenstein as the new executive director of the CID. Wade announced that Hohenstein had accepted the job offer and would be starting that week, the paperwork was in progress.

### **Board Member Terms Ending**

Wade announced that some of the board members' terms were ending and the CID will start advertising and accepting applications for the board. The new members will be selected in the December board meeting and their terms will begin in February 2019. The members whose terms are ending are Wade, Wagner, Waigandt, Mendenhall, and Dushoff.

### **Committee Mission Statements**

Sheals found short mission statements for each committee on a committee list detailing each committee. Hollis reminded the board that the committees must be advisory, they exist to do the work and take the work to the board, the whole board must vote to actually decide anything. Board decided they would create mission statements with Hohenstein so that he knows which committee to work on different issues with.

### **4A Change Report**

4A Change sent the CID an annual report of what they did. The board read the letter and report and stated that the homeless outreach company is doing great work.

## **Committee Reports**

### **Operations**

#### **Horticulture**

No one was present at the operations meeting to move forward with horticulture

#### **Light Test**

Update provided by Ryan Williams

#### **Uber**

Shane Winter and Chris Yager, Uber drivers, were present to share their concerns and solution ideas with the board for rideshare pickups on Broadway during the weekend. The board told them that they were

already aware of the issues and would like to help. If Uber can get the signatures of the businesses in that area, the CID board is willing to support their rideshare solution ideas to the City.

**Economic Development**

Wagner was not present to provide an update

**Marketing**

Hawxby was not present to provide an update

**Search and Review**

Wade stated that Search and Review had performed their task now that a new director was hired.

**DLC Report**

The majority of the DLC meeting was spent discussing the Bird Scooters

**CoMo200**

Mendenhall and Sheals updated the board that Arcturis won a Missouri State APA award for the design of the Gateways project. They reminded the board of their current funding and approval during the last meeting to use the \$20,000 set aside for the park and discussed the funding for the Smithton Celebration.

**Parking Commission Report**

McClung announced that the City has hired a consultant now, they requested a menu proposal of data collection options for parking. They will be creating a plan keeping the 5-year plan and mission statement in mind. The City wants an analysis of the parking strengths and weaknesses.

**Staff Report**

None

**Public Comment**

Mark and Carol from the Ice Plant presented a history of their building to point out how their parking would be affected by the bicentennial park. They informed the board that they had previously had an agreement with the City to use the driveway and some of the parking spaces near the property that is owned by the City. The board informed them that they have no control over what the City does with their property to create the park, but the board is willing to help them with alternative solutions to access their parking, but they would need to talk to the City about the driveway.

Meeting was motioned to be adjourned by Mendenhall and seconded by Sheals. All approved.

**Downtown Community Improvement District  
Economic Development and Solid Waste Committee Meeting  
October 16, 2018  
11 South 10<sup>th</sup> Street**

**Present:**

Mike Wagner  
Jesse Garcia  
Logan Dale  
Andy Waters  
Adam Dushoff

**Guests:**

Val DeBrunce  
Steve Hunt  
John Ott

Meeting called to order by Mike Wagner at 3:32pm

Approval of the Agenda motioned by Dale and seconded by Dushoff, all approved.

**Solid Waste District**

Steve Hunt updated the committee on the compactor and dumpster location on Walnut and section of the property that it will be on with potential to sell the property it was on. He moved on to the Wabash dumpster and compactor enclosure plan. He passed around a map of the property with the parking remapped around the enclosure. This enclosure would also include recycling containers and has to go through a public hearing because of the cost. There are IP meetings being held about each location currently.

**Food Waste and Composting**

Hunt lead the committee's discussion about the food waste collection system and composting. Food waste will be collected from businesses that approved to have the bins in their restaurants. Smaller collection trucks will have an extendable arm to dump the roll cart contents into the truck. The smaller trucks will be able to make it down alleyways during more times of the day than a dump truck could, allowing for food waste to be collected more frequently. The roll carts are proposed to be a light brown or tan color and will service individual businesses rather than a collective like the dumpsters. This should occur with no change to the solid waste collection rates downtown.

The committee went on to ask details about the composting process. Hunt informed the committee that composting started in the 1990's in Columbia. Compost here is mostly made of mulch and therefore not extremely rich in quality. Adding more food waste to the compost should speed up the composting process and increase the quality of compost, hopefully to the level that Parks and Recreation can utilize it. The compost is currently sold at one local Hy-Vee as well as the landfill and the methane produced from creating the compost is used to create a portion of electricity for the City. The rest of the methane is burned off to prevent pollution.

DeBrunce informed the committee that some citizens are working hard to change the ordinance that prevents private companies from picking up food waste in the City of Columbia. Committee discussed the pros and cons and generally felt that the inconsistency would be less ideal.

#### City's Changes to the Grease Ordinance

Hunt informed the committee that the ordinance was introduced at the last city council meeting (10/15) and that it should be approved during the next meeting on 11/15. There was no apparent time delay for the ordinance passing. Committee discussed the pros and cons of having surveillance cameras on the dumpsters to police the dumping of grease.

#### **Economic Development**

##### Committee Mission Statements

Garcia began the discussion about the committee missions and goals. He felt that there should be more clear separation between operations, economic development, and solid waste. He pointed out that the committee could move to focus on business retention, events, and public safety now that they had completed most of their solid waste goals and they could focus more on changing the perception of downtown to the portion of the locals that do not often come downtown. Committee discussed the committee charter and whether the CID should reorganize and recreate committees to reallocate the work.

#### **Public Comment**

##### New Chair

Wagner informed the committee that his workload at the bank has increased greatly and asked if anyone could step in as the chair. We will discuss this potential change with the executive committee and the full board as well as seek legal advice on the issue.

##### Questions about the grease ordinance

Dushoff pointed out that there appeared to be nothing in the new ordinance about fryer grease and shared his concerns with the committee. Committee discussed solutions to this issue.

Meeting motioned to be adjourned by Dale at 4:50pm and seconded by Waters, all approved.

**Downtown Community Improvement District  
Operations Meeting  
October 18, 2018  
11 South 10<sup>th</sup> St**

**Present:**

Kenny Greene  
Dave Parmley  
Logan Dale  
John Ott  
Kevin Czaicki

**Absent:**

Tom Mendenhall

**Guests:**

Mike Snyder  
Brett O'Brien  
Val DeBrunce

Meeting called to order by Parmley, the chair at 3:32pm.

Approval of the Agenda motioned by Parmley and seconded by Ott, all approved.

**Lighting Project Discussion**

The committee discussed the latest update we received on the lighting test for Broadway between Hitt and Waugh. Residents living in the apartments above the lights complained about the lights shining into their windows in the middle of the night, so the City will put up guard for the lights to prevent them from shining up. The lights were still not communicating properly with the program, as heard during the last update, and are currently only functioning as bright dusk to dawn lights.

**Landscaping and Horticulture**

Mike Snyder and Brett O'Brien were present from Parks and Recreation to discuss the planters in the District. They provided the committee with a map of the planters and landscaping that they are responsible for. They discussed planter heights with the committee, the pros and cons of different heights, solutions around the cons. Operations would like a general look standard for the planters in the District, but to design the planter heights by individual need for pedestrians, cars, etc. They discussed the mixture of annuals and perennials to maximize year around appeal while being short enough for cars to see over. The committee shared ideas they had seen in other downtowns. Parks and Rec will create a few design ideas for the committee to select from.

**Safety/Security Discussion**

Committee discussed traffic control options for left turns downtown. They are trying to figure out a way with the City to keep pedestrians safe while cars make left hand turns. One popular option was for all the lights to turn red at once so that all the walkways were open at once and all cars would be stopped. The committee is still studying other cities for solutions. They also discussed the restriction of parking lots at night, the effect it has had so far on the lots closed and the lots that they would like to see closed at night.

**Other Discussion Items**

Parmley brought to the committee's attention a recent complaint we had received from a church in the District about pet waste in the District. The committee discussed bringing it to the City's attention that apartment complexes that allow pets need to provide dog bags and green space for pets.

Dushoff brought up potential issues with the wording of the grease ordinance and discussed the need for alternative solutions or a wait time before the ordinance is enforced.

**Public Comment**

None

Meeting motioned to adjourn by Dale and seconded by Ott at 4:45pm. All approved.

**Downtown Community Improvement District  
Marketing Committee Meeting  
October 23, 2018  
11 South Tenth Street**

**Present:**

Lisa Klenke  
Deb Rust  
Van Hawxby  
Christina Kelley

**Absent:**

Mark Sulltrop

**Guests:**

None

Meeting called to order by Hawxby at 8:34am.

Approval of the agenda motioned by Kelley and seconded by Klenke, all in favor.

**Not So Frightening Friday**

The committee discussed participation in the event, including their own. Staff updated the group that they are in the process of handing out the orange, participation ghost posters and handed a few posters to the committee members to disperse and use in their own businesses. The group discussed briefly the effect of the Zombie Pub Crawl that occurs after Not So Frightening Friday.

**Living Windows**

Committee brainstormed ideas for trophies for the winning business this year and are leaning toward a traveling trophy that moves between the winners from year to year. Klenke asked the group about the visibility and fairness of all windows in the competition and requested that the judges make sure to stop by the windows that are difficult to see. Nickie Davis informed the group that Candy Crib had plans to close part of 9<sup>th</sup> Street to make a kid friendly area with a warming area.

**Shop Small Saturday**

Kelley lead the discussion by bringing up the need for multiple businesses to register with American Express for the event as well as having multiple community ambassadors due to American Express sending fewer marketing items to the individual participating businesses. Rust informed the group that she inquired a few people about helium tanks for balloons to lead shoppers to participating retailers. The price of helium had gone up due to fracking. Committee discussed options for getting helium and decided to do a trial run with a small tank for this event.

**Drinks in the District**

Hawxby moved the discussion to this two-day event in February. They discussed the logistics of making it a passport style event. Davis asked group what they thought about getting every business in the District a stamper for events like this. The group believed the stamps would get lost quickly and the stamps should be passed out and collected after each event. The committee discussed having a restaurant week blow in for the Dec/Jan issue of CoMo Living and need to find out how much time they would have to create that passport before the magazine needed it. They would like to put a save the date for this event on the restaurant week passport. Committee discussed the possibility of having an Uber discount code for this event to prevent drinking and driving. Klenke brought up the possibility of having a coffee stroll.



### **Wedding Stroll**

The group discussed the logistics of the Wedding Stroll and how to get people into more of the participating businesses as well as prevent extreme congestion in businesses. The committee decided to increase the time frame of the event so that on Sunday, February 24<sup>th</sup>, the event would run from 11am to 6pm with the first and last hour being spent at either the Tiger Hotel or the Broadway Hotel. The Rust suggested having starting points at the Tiger and the Broadway so that there would be multiple pathways that participants took around the District to alleviate some of the congestion inside shops during the event. Davis requested that a speaker event take place in Orr Street Studios to drive the participants to the North Village Arts District since they saw the least amount of traffic last year. The group discussed the potential participation of the Heart Association.

### **Paul Pepper**

The District has a free segment on Paul Pepper with the media buy. They discussed who should do the segment and decided to use Bob Hohenstein. Our segment will be aired in January, so the group plans to make Restaurant Week and maybe Wedding Stroll and Drinks in the District the focus of the segment.

### **Upcoming Educational Workshops**

Hawxby pointed out that the last workshop was great for new businesses but did not meet expectations for current businesses even though the organizations present do provide services for existing businesses. Potential topics for upcoming workshops were brainstormed and the group liked the idea of a tax talk in January. Other topic ideas for upcoming workshops include a presentation from CORE even though they have disbanded, the CVB about tourism, Bob about branding, and in store events. The group discussed how to bring more people in and the idea of having a meet and greet for people to meet Bob.

### **Public Comment**

None

Meeting motioned to be adjourned by Kelley and seconded by Klenke at 9:51pm. All approved.

**Downtown Community Improvement District  
Executive Committee Meeting  
Tuesday, November 6, 2018  
11 S 10<sup>th</sup> Street**

**Present:**

Deb Sheals  
Jesse Garcia  
Mike McClung  
Ben Wade  
Kenny Greene

**Guests/Absent:**

None

The meeting was called to order at 3:31pm by Ben Wade, Chair.

Approval of the agenda was motioned by McClung and seconded by Sheals, all approved

**Creation of Board Agenda**

The committee discussed topics brought forth by the committees to include on the full board agenda for the November board meeting. Topics include a grease ordinance update, chair change, CID Boundary Lines, a reminder of the date change for the December board meeting, discussion of the incoming board applications, as well as a discussion of how committees work. Hohenstein informed the group that the grease ordinance passed but would not take effect for 3-6 months. Sheals requested Hohenstein examine the budget to see if there was money set aside to continue the grease grant even though the previous grant has expired.

**Discuss Committee Chair Change**

Committee very briefly discussed the chair change that will soon take place as Ben Wade's term expires and more extensively discussed the changing of Mike Wagner's economic development chair position to someone else on the committee. The full board will discuss but the decision is the economic development committee's.

**How to Join the CID**

After receiving information that certain businesses on the CID borders were interested in joining the CID, the group discussed how businesses were able to join. The boundaries of the CID must expand to include that property. Sheals informed the group that she at least knew that it was an enabling ordinance and requested that Hohenstein talk to Carol Rhodes and John Ott about how to expand the boundaries.

**Date of Next Meeting**

Due to the full board meeting in December moving up, the executive committee meeting must move up as well. The group decided to meet on Thursday, November 29<sup>th</sup>.

**Board Applications**

Davis and Birk reported that they had passed out over 10 applications, sent email invites to previous applicants, and were passing out more. Sheals suggested that the application be put in all newsletters and social media, at least once, to encourage as large and diverse of an applicant pool as possible.

**Committee Mission Statements**

Group discussed the committee mission statements idea that has been circulating for the last couple of months. The committee went through the process of how the committees are tasked with items by request of the full board. The group liked the idea that the full board and each individual committee create five goals for direction, foresight, and tangible accomplishments for the committee members when they complete a goal. The idea is to gain direction and provide gratification to prevent burnout. Executive committee requested Hohenstein to look into what was happening at each committee and describe what they were doing to help provide the full board with a better understanding of whom to give new tasks to.

**Public Comment**

McClung provided a parking commission update for the group. The City's parking commission is planning a residential parking permit program that would come out of the parking utility, which makes all of its revenue from downtown, to monitor residential parking. Further discussion and action are happening on Monday, November 12.

The meeting was motioned to be adjourned at 4:37pm by McClung, seconded by Sheals and approved by all.

**RESOLUTION NO. 2019-15**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE AMENDED  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
HELD NOVEMBER 2018**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held November 2018 with an amendment to the November Board Meeting minutes to clarify that the City's parking meters are a parking revenue, not a parking tax.

Passed this 4th day of December 2018.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
November 13, 2018  
11 South 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall, The Lofts at 308 Ninth  
Van Hawxby, DogMaster Distillery  
Deb Sheals, Historic Preservationist  
Kevin Czaicki, Centurylink  
Jesse Garcia, Penguin  
Dave Parmley, The Broadway  
Deb Rust, Teller's  
Mike McClung, Dungaree's  
Logan Dale, Landmark Bank  
Ben Wade, Guitarfinder  
Adam Dushoff, Addison's

**Absent:**

Marti Waigandt, 808 Cherry St  
Lisa Klenke, Calhoun's  
Kenny Green, Monarch Jewelry  
Mike Wagner, Central Bank of Boone County

**Guests:**

Carrie Gartner, The Loop  
Carol Rhodes, City  
Erin Babb, Speckled Frog  
Robert Hollis, Attorney  
Kalle Lemone, Nourish  
Val DeBrunce, Citizen  
John Gordon, CPD

The meeting was called to order by Ben Wade, Chair at 3:32pm.

Approval of the agenda was motioned to be approved by Mendenhall and seconded by McClung, all voted in favor.

Approval of the minutes motioned to be approved by Mendenhall, seconded by Dale, all voted in favor.

Approval for the financials motioned to be approved pending nothing unusual is found after careful review motioned by McClung and seconded by Dushoff. All voted in favor.

### **Police Report**

Gordon briefly presented to the board the new scheduling and distribution of police officers in Columbia. CPD is dissolving the outreach department, they are giving each of the 8 beats in Columbia their own outreach officer instead of having a department. The District is in Beat 7 which he said is currently one of the safest beats in Columbia except on the weekend nights. CPD restructured their overtime pay and policies so that it would be easier to get officers to work voluntary overtime with the CPD instead of a second employer. Officers will be able to work more hours downtown on the weekend. The lingering after bar close has lessened with the weather cooling down. The new officers assigned to The District will be trained about their responsibilities, how to work with the business owners, and what is acceptable. Gordon asked if everyone had seen or met Brad Anderson on his gator downtown. He asked us to email him a list of our upcoming meetings so that he would schedule someone or himself to be there to provide an update.

### **City Report**

Carol Rhodes updated the board that the grease ordinance was approved by the City and city staff will be working with the Restaurant Association to figure out the logistics. She informed the board of how to expand the District's boundary lines. We have to have the approval of 51% of the property owners, petition the city (which could cost up to \$15,000 depending on the size of the addition), and then receive the approval of the city council.

### **Grease Ordinance/Grant**

Hohenstein updated the board that enforcement of the ordinance is not projected to begin until 3-6 months. He also said that after a discussion with Katie Essing and reviewing the budget that it appears there is about \$28,000 dollars left in the infrastructure programs budget. Wade sent it back to operations to figure out how to start up the grease grant again.

### **Chair Change**

Wade reminded the board that Deb Sheals will be taking over as the chair of the CID board in February. The board also discussed the chair change for economic development and solid waste. They confirmed that it was the committee's decision to appoint a new chair. Dale informed the group that the committee had already selected Garcia as the new chair in the case that it is in their power to select. Mendenhall motioned to make Garcia the new chair of Economic Development, Sheals seconded, all voted in favor.

### **CID Boundary Lines**

Hollis extrapolated on what Rhodes said. He told the board that the costs for the petition should be smaller. This number was based on what the Loop had to pay to expand, however that expansion was larger than this one. Lucky's is eligible to be in the District, however the decision is with the property owner. He suggested we talk to them to see if they would be interested in joining the CID and if they are, then we have to have 51% of the property owners' consent, the board's consent, and then we would submit the petition to city council for them to approve the expansion. Wade sent the task to Economic Development after Mendenhall

motioned to pursue expanding to Lucky's and investigating for other interested parties. Sheals seconded the motion and all voted in favor.

### **Date Change**

Wade informed the board that the next board meeting was moved up one week for December 4<sup>th</sup> at 3:30pm to make a deadline to vote on and appoint new board members. The board discussed if they wanted to select alternates before or after sending the candidates to the mayor to be approved. Davis and Birk informed the board that they had passed applications out and included them in multiple newsletters.

### **Committee Tasks and Goals**

Hohenstein created an outline of the committees based on what he had observed them doing in meetings. McClung informed the board that the flow of work and tasks to the committees used to be that the board would send tasks down to committees to work on and take back to the board when they were done. This stopped happening because the CID took on multiple long projects and now that we are to the end of many of them, we can take on a lot of small projects again. The committees can also take new ideas to the board to see if they should work on them. Sheals and Wade asked each committee to come up with 5 ideas for the January meeting of things they could work on during the next year.

### **Operations**

Parmley updated the board on the light test. The City has moved the communications antenna to be able to use the gradient and programming features on the new lights. The lights are still operating on full blast and they suspect a radio interference with the signal.

He also updated the board about the horticulture plan with the City. Parks and Rec will be bringing design ideas for the planters, operations would like to have more standards for planters and plants in the District for a more cohesive design. Broadway would be the first street to get the new planters.

Dale brought up the crossing test that they discussed in the meeting. Mendenhall and McClung both told him that the city had proposed a traffic test to see how having an all traffic stopped and only pedestrians moving traffic stop and vice versa. But they were unsure where the City was in that process.

### **Economic Development**

Wagner was not present to provide an update.

### **Marketing**

Hawxby informed the board about the events coming up like Living Windows, Drinks in the District, Restaurant Week, and the Wedding Stroll. The board shared what they had heard about Not So Frightening Friday, agreed it was a success, and Davis updated them on how the Shop Hop and Magic Tree Lighting went.

**DLC Report**

Wade reported that the DLC meeting focused around the Birds and the City's new contract with Bird as well as the grease ordinance.

**CoMo 200 Report**

Mendenhall told the board that about 70 people showed up to the pre- bicentennial celebration despite the cold and that a survey for the park is underway.

**Parking Commission**

McClung updated the board on the residential parking permit program study. The City is using the money from downtown parking to fund research to collect data on city-wide parking. This program will go to city council for approval. He told the commission, representing the CID, that we feel strongly that a revenue on parking downtown needs to stay downtown and go to the parking programs that are incomplete here.

**Public Comment**

DeBrunce informed the board that it was his last meeting as he is moving to Florida. He had a few questions and suggestions on his way out. He asked Hollis if the District can use volunteers and unpaid interns. Hollis answered that yes we could. He suggested that we have an at large board member, which Hollis told him that we cannot do that due to state laws, candidates for the board must fall under the outlined requirements to be a member. DeBrunce also advised that we pay attention to the small grease producers, they were the ones dumping grease into the dumpster. He also informed us that he believes the restaurant behind Lucky's would help advocate for the expansion of the District. The board thanked Val for all his work over the years.

The meeting was motioned to be adjourned by Wade at 5pm, the motion was seconded by Mendenhall and all approved.



**Downtown Community Improvement District  
Operations Committee Meeting  
November 15<sup>th</sup>, 2018  
11 S 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Kevin Czaicki  
Kenny Greene  
Dave Parmley  
John Ott

**Absent:**

Logan Dale

**Guests:**

Ryan Williams

Meeting was called to order by Parmley at 3:32pm.

Approval of the agenda was motioned by Mendenhall and seconded by Czaicki, all approved.

**Lighting Project**

Williams updated the group that the lighting test has still been unable to work due to the photo eye not communicating to the program. The City is going to relocate the tower to Short Street to see if this will improve communication. He asked the group if they were aware of any signals at that frequency (2.4 gigahertz) that may be interfering. Committee stated that the frequency is a rather common one. Williams informed them that that was the frequency many lights that do work downtown are programmed to. He believes the next step is to change out the photo eye.

Committee asked if Williams knew anything about the pedestrian scramble test for traffic and crosswalk safety on 9<sup>th</sup> and Elm. He said that the City was trying to work around the school schedule Richard Stone and councilman Ian Thomas.

**Landscaping and Horticulture**

Parmely informed the group that Gabe Huffington met with him the previous day to sign a few documents with Hohenstein to re-approve an agreement previously signed with Essing. Huffington would be back in the January meeting with design ideas.

**Grease Ordinance and Incentive Plan**

The grease ordinance passed with a vague enforcement deadline. The committee decided whether or not to continue on the grease grant program now that the ordinance was passed and the CID provided the option for a long time before it passed. The group eventually decided

the CID needed to provide support to our local restaurants but would put a strict deadline on the grant so that the money could be put to use. The committee decided that, pending approval from the board, they would use the leftover money from last year's grease grant program to help restaurants that turned in an application before January 31<sup>st</sup> and the unused funds would go to horticulture. Restaurants would have to install the grease tank before March 31<sup>st</sup> to be able to use grant funds. The grant would begin at the original offer of the program.

### **Goals**

Committee discussed their goals for the next year. Ott reiterated that the committee was formed to take care of pollution, parking, and policing. Extra tasks they had taken on and would like to complete include lighting and horticulture. They would also like to get a list of properties owned by the City and the County, get a map of the CID for the wall, and find good places to place dumpsters and garages.

### **Other Discussion Items**

Group discussed the list and status of the broken curbs in the CID, the residential parking program using the downtown parking utility funds (they would like to ask Hollis about this), the status of trees in the empty planters, gum and pet waste on the sidewalks, requesting City council to require apartments that allow pets to have proper accommodations for waste, and the status of the Ameren site. They will request that the board writes a letter of support.

Meeting was motioned to be adjourned by Czaicki and seconded by Mendenhall at 4:27pm, all voted in favor.

**Downtown Community Improvement District  
Economic Development and Solid Waste Committee Meeting  
November 20<sup>th</sup>, 2018  
11 South 10<sup>th</sup> Street**

**Present:**

Mike Wagner  
Jesse Garcia  
Logan Dale  
Adam Dushoff

**Absent:**

Andy Waters

**Guests:**

Steve Hunt

The meeting was called to order by Garcia, chair, at 3:29pm.

The agenda was motioned to be approved by Dale and seconded by Wagner, all approved.

**Solid Waste**

**Dumpster Locations**

Steve Hunt updated the committee on the progress of the dumpsters downtown. The Walnut dumpster relocation was approved at the public hearing and is going to council to officially be approved. The Wabash dumpster relocation was not reviewed as fondly by the public. The majority of the people at that hearing were there to oppose the move due to inconvenience. Hunt said that the City had no opinion for or against moving the dumpster and the relocation will be taken to council after some due diligence and with remark on the public feedback.

**Grease Solutions**

Dushoff said that we need more solutions to the grease ordinance change than just the grease tank incentive program, even if the solutions are only suggestions and recommendations. He requested that Hunt find out if the City can provide solutions and if so, who would handle that. The concern is for restaurants that produce only a small amount of grease that would not want an internal grease system for the minimal amount of grease. The committee discussed the best way to reach out to the restaurants to engage with them about solutions and make them aware of the extended grease tank grant, including spreading word to David Maxwell of the Restaurant Association. There were discussions to extend grant time for new restaurants and about ordinance enforcement. The ordinance will be enforced by public works if it is affecting right of way, solid waste and the CPD if it is a container issue, and by public health if the issue is inside the restaurant. The committee wanted research to occur to find out how many businesses are directly impacted by this ordinance and other solutions.

### Committee Goals

Committee decided to discuss goals next meeting when they had more time to discuss.

### Potential Addition to the CID

Committee discussed that the leasing that Kronke most likely has agreed to with Lucky's would be a triple net lease, placing the additional tax on Lucky's. Garcia informed the group that he was waiting on contact information from Hollis for TKG and decided that we should contact Lucky's to gauge their level of interest in joining the CID. We would need the owner's approval and how much or little of their parcel that they would like to include in the CID.

### Border Expansion Opportunities

The committee discussed the possibility of moving borders toward Logboat and hoping to one day be able to include them in the CID. Border expansions must be contiguous. If Lucky's joined the CID, we could use that as a precedent.

No comment from the public.

The meeting was motioned to be adjourned by Dale and seconded by Wagner. All approved at 4:26pm.

Downtown Community Improvement District  
Marketing Committee Meeting  
November 27, 2018  
11 S 10<sup>th</sup> St

Present:

Christina Kelley  
Mark Sulltrop  
Lisa Klenke  
Van Hawxby

Absent:

Deb Rust

Guest:

Munir Mohammad

The meeting was called to order by Hawxby, at 8:31am.

Sulltrop motioned to approve the agenda and it was seconded by Kelley, all approved.

#### Holiday Shop Hop Discussion

Davis asked committee for any feedback other than getting the marketing for the event out sooner next year. Klenke stated that stores need to stay open until the tree lighting because there is nothing for people attending to do while they wait for the lighting and businesses are missing out on those potential customers. They also mentioned putting holiday décor out to bid.

#### Small Business Saturday Discussion

The group discussed that Small Business Saturday was great for retailers and not so great for restaurants. Kelley brought up that she turns it into an all weekend sale and would encourage other retailers to do the same so that we can advertise that and also to decrease the volume of people that are in shops all in one day. She said that unfortunately, the customers are so concentrated that it's difficult for small businesses to provide the same level of service that they normally do to encourage loyalty but also that it's so busy that theft is increased. The group discussed tweaking the message that the day is merely a representation of the year, people should shop locally all the time, one day a year does not keep people in business. The message should also support local bars, restaurants and artists more. We should also have marketing materials to pass out to out of town customers a month before the event and small event calendars for customers year-round.

#### Living Windows Discussion

Davis updated the committee that she has the maps printing and we will hopefully be handing out the printing posters, postcards, and maps today or tomorrow. The group said to maybe try and get the posters out before Small Business Saturday next year but that she is very ahead of

schedule with the maps. Davis said that she is figuring out the timing of everything with our graphic designer and printer.

#### CID Holiday Lighting Bid

The committee revisited the earlier expressed interest in putting the holiday lighting back out to bid. Years ago when there were not many local options of decorators and now there are who can decorate at a more budget friendly cost. They will send the issue to the full board and hope to have bids in around March. The group is open to new lighting ideas and would like to extend the lights to more places downtown.

#### Drinks in the District Discussion

Davis showed the committee the graphic draft that she is working on with our graphic designer for the event. The committee would like to start sign-ups for this event and restaurant week as soon as possible. Sulltrop said that 44 Canteen will participate.

#### Wedding Stroll Discussion

Klenke suggested that we contact MU's event planning majors to help with the event. Invite the students to this year's and have them help more with next years. The committee discussed the potential involvement of the Heart Association and a fashion show. Mohammad suggested that golf carts drive around out of town attendants, so they can see places that they would not know about otherwise. The committee liked the idea of creating color coordinated maps for the different types of vendors and creating routes to help people get to everything with the extended event times. They are hoping for better weather.

#### Holiday Parade 2019

Committee agreed automatically that the CID funding and coordinating the parade was out of question. We would support anyone who did take on the parade and even help advertise, however, parades take away business on the best day for most downtown businesses as well as parking and it is too much for a three-person staff to accomplish along with all of our normal responsibilities, other events, and on our budget.

#### Mission Statements

Kelley called to attention that the economic development committee was trying to add events into their responsibilities which is the job of marketing. They can send event ideas their way and support increasing business during events but should not coordinate events. Their original responsibilities were to find investors, add businesses, expand boundaries, decrease vacancies, and help bring people downtown for city wide events. She reminded the group and informed Hohenstein that when the CID was petitioned, it was approved to improve safety and cleanliness downtown, that was by far the main concern and desire for constituents. Marketing was an incredibly small concern to the CID and that is what our budget reflects. We should improve the events we have, not be concerned with having huge festivals that outgrow the District's capabilities. We can build on events that are not ours, such as Summerfest or Art in the Park and increase involvement but we don't need to create them.

### Goals for 2019

Some ideas the committee had were to create a marketing plan for each event, build on existing District events, capitalize on local, non-District events, and continue to improve outreach to students, parents, and business owners.

### Meet and Greet

Davis suggested combining the meet and greet for the new executive director with the meet and greet for CPD and the business owners. This will hopefully make the events less tense and allow for the new board members to be a part.

Meeting was motioned to be adjourned by Kelley and seconded by Hawxby at 10:15am, all approved.

Downtown Community Improvement District  
Executive Committee Meeting  
November 29, 2018  
11 S 10<sup>th</sup> Street

Present:

Deb Sheals  
Kenny Greene  
Jesse Garcia  
Ben Wade

Absent:

Mike McClung

The meeting was called to order at 3:33pm by Wade.

Approval of the Agenda was motioned by Garcia and seconded by Greene. All approved.

The committee created the agenda for the board of directors meeting happening on December 4<sup>th</sup> at 3:30pm.

They discussed the eight board of director applications that they had received and would vote on during the board meeting.

They discussed the Alley Improvement Plan left behind by Val DeBrunce. He had created a plan to help businesses manage trash and alley cleanliness more effectively with a good amount of restaurant owners' signatures. Committee will present it to the board and have a committee work on it.

They discussed a possible solution to move the Wabash dumpster closer to the fire station because the proposed and current location were not favored at the public hearing. The committee discussed proposing that the board write a letter of support for the City to turn the Ameren site into a parking and green space area.

The committee briefly discussed the new perimeters for the grease grant that the board will vote on reinstating or not with the possibility of keeping the grant around for new restaurants.

Executive committee defined the problem between the conflict of committee goals between marketing and economic development. Marketing felt infringed upon with the drafted committee goals and preferred for economic development to support existing events and bring them ideas for new events rather than creating their own.



They also brought up snow removal, whose responsibility it is, and the education of owners to remove the snow and ice on their sidewalks. The board will likely send the matter to operations or econ. Davis also mentioned redoing the new business welcome packet.

They requested an update on the annual report from Birk, she stated that it would be reviewed at the next council meeting.

They discussed a few complaints about the sidewalk dining ordinances, pet waste, curbs, and tree removals by intoxicated youths.

Davis proposed the need for a phone tree of text service to alert businesses when there are shop lifters after a recent incident.

The group also discussed Socket putting fiber in the Alley A and a change Sheals made at the bank to require multiple signatures on CID checks as well as adding Greene as a signer on the accounts.

The meeting was motioned to be adjourned by Greene at 4:41pm and was seconded by Sheals. All approved.


**RESOLUTION NO. 2019-16**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE AMENDED  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
HELD DECEMBER 2018**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**


The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held December 2018.

Passed this 8th day of January 2019.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

**Downtown Community Improvement District  
December Board Meeting  
December 4, 2018  
11 S 10<sup>th</sup> St**

**Present:**

Tom Mendenhall, The Lofts at 308 Ninth  
Van Hawxby, DogMaster Distillery  
Deb Sheals, Historic Preservationist  
Kevin Czaicki, Centurylink  
Jesse Garcia, Penguin  
Dave Parmley, The Broadway  
Deb Rust, Teller's  
Mike McClung, Dungaree's  
Logan Dale, Landmark Bank  
Adam Dushoff, Addison's  
Marti Waigandt, 808 Cherry St  
Lisa Klenke, Calhoun's  
Kenny Green, Monarch Jewelry  
Mike Wagner, Central Bank of Boone County

**Absent:**

Ben Wade, Guitarfinder

**Guests:**

Carol Rhodes, City  
Munir Mohammad, Boone Olive Oil  
John Ott, Operations  
John Gordon, CPD  
Erin Babb, Speckled Frog  
Robert Hollis, Attorney

The meeting was called to order at 3:34pm by Sheals.

Mendenhall motioned to approve the agenda, Dushoff seconded, all voted in favor.

Sheals added an amendment to the November minutes to change the word tax to revenue in the parking commission update section. Mendenhall motioned to approve the minutes with the amendment, Dushoff seconded, all voted in favor.

**Police Report**

Gordon reported that the department had to reallocate the officers in response to homicides in other beats. There have not been many incidents downtown recently. They have been figuring out ways to police the scooters to stop people from riding on the sidewalks. Ott asked about a car that was flipped on Walnut, Gordon said that it was a drunk driving accident that did not

involve anyone else. Klenke asked about daytime officers after an incident when CPS had a snow day with some students shoplifting at multiple stores. He said that he would tell the beat officers to remember to focus downtown during the day and not just night.

### **City Report**

Rhodes updated the board on the City Manager search. John Glascock will be in the position until the interim and manager are selected. He has expressed no interest in the position permanently. The City is deciding to hire in-house or to select an agency to find a new one once their bid is returned. There is no timeline for the selection process.

### **New Business**

#### **Board of Directors Applications**

Hollis expressed some concerns with the applications that were completed and turned in. The wording on the applications was not clear what people were applying to. However, the board never passed any resolution on the application process so in theory someone could apply by walking in and stating their intention. The board seemed to be content with the informal application process. He also expressed that this could not be a secret ballot, it needed to be available for public record. The board decided to put their names on the ballot so it is available for review. Sheals told everyone to mark five of the names on the list, write individual names on the ballots, and turn it into Birk after introductions. She then asked Mohammad, Babb, Dushoff, and Mendenhall to state their intentions and introduce themselves. Everyone then filled out the ballots. The five selected by the board were announced after the marketing committee update, and the results were Kalle LeMone, Adam Dushoff, Tom Mendenhall, Ben Wade, and Munir Mohammad.

#### **Grease Storage Incentive Plan**

Sheals asked the board if they would like to bring back the grease grant program. After much discussion regarding how many restaurants the grease ordinance affects, the purpose of the CID to make business in the District easier, how the external grease tanks were taken away by the ordinance, and how long to offer the program, they voted. McClung motioned to bring back the grant under the original conditions (not the 2<sup>nd</sup> grant program that Hohenstein printed for the meeting) with the deadline for apply of 3/31 and the deadline for work to be completed of 6/30, first come, first serve, until the leftover money in that line of the budget runs out. Mendenhall seconded, 13 approved, Dushoff abstained.

#### **Alley Improvement Strategy**

Val DeBrunce left his plan with Davis before he moved to change the ratio of recyclers to dumpsters in the alleys. He received more than 20 commitments from business owners. McClung pointed out that he did not include those opposed to a change. The board discusses the timing with Steve Hunt currently figuring out the Wabash dumpster situation. Sheals requested Hohenstein talk to Barbara Buffalo and asked if they should send it to a committee to investigate more. Dale motioned, and Mendenhall seconded that they send it to economics, all approved.

## **Ameren Site**

Greene provided the update that the City received the green light to acquire the lot and would like to turn it into a green space and extra parking.

## **Committee Tasks and Goals**

Sheals said that this was set to be discussed in January but used the agenda item as a reminder to work on the goals in committees. She also told everyone that Davis had the idea for the board to create a list of goals as well and they would be doing that in January as well.

## **Committee Reports**

### **Operations**

Parmley updated the group that the communication with the light test was still down. He then asked the board if they knew when and why we began contributing \$8000 to the City for horticulture. The board recalled that this began with the CCA and just "rolled over" but it was to have greater influence over the beautification downtown. Hollis expressed some concerns with the wording in the agreement, such as it does not specifically state what the CID receives and that the boundary lines don't line up with the map given to us by the City. Parmley said he would discuss these concerns with Gabe Huffington and would ask what the City would cut if they were not receiving extra funds.

### **Economic Development**

Garcia reported that he reached out to Lucky's to confirm their interest in becoming part of the CID before going to the property owners and was waiting for a response. He also brought up that businesses had been asking questions about snow removal. After a brief group discussion, the board reminded everyone that the snow and ice removal is the businesses' and property owner's responsibility. Sheals sent enforcement to operations to look into.

### **Marketing**

Hawxby updated the board on the committee's progress with Restaurant Week and Drinks in the District planning. He reminded them that Living Windows was occurring that Friday, and Davis reported that we had 50+ businesses participating this year.

### **DLC**

No one was present to give the DLC report

### **CoMo 200 Report**

Sheals reported that the CoMo 200 group was going "Gangbusters" to get a master plan for the park with the Crockett survey underway.

### **Parking Commission Report**

McClung stated that there was not much to update the board about due to meeting dates being changed. He did find out that the arms in the garages were not working properly yet because of IT issues involving payment. Mendenhall updated the group that Commissioner

Atwell was willing to talk to the CID about the county lots that could possibly become garages. McClung requested him to take that to the parking commission.

**Staff Report**

Hohenstein updated the board that he spoke with Richard Stone from the City about the curbs in the District and requested repairs. He also said that concerns were raised about the sidewalk dining ordinance suggestions the board sent to the City due to some edits. Sheals sent the issue to operations to investigate further.

**Downtown Community Improvement District  
Economic Development and Solid Waste Committee  
December 18, 2018  
11 South 10<sup>th</sup> Street**

**Present:**

Jesse Garcia  
Adam Dshoff  
Andy Waters  
John Ott  
Van Hawxby

**Absent:**

Mike Wagner  
Logan Dale

**Garcia called the meeting to order at 3:31pm.**

**Waters motioned to approve the agenda, Dushoff seconded, all approved.**

**Solid Waste**

**Alley Improvement Plan**

Val's plan was kicked back to this committee. Dushoff felt strongly that the plan should be looked into but that they should reevaluate the data that Val left behind as it may be skewed or misrepresented. The group discussed that the owner's are able to petition to the City's solid waste themselves if the dumpster situation is not working. Steve Hunt had told the committee in the past that he was willing to changing the dumpsters around and working with business owners. However, Garcia ultimately pointed out that the committee had worked with the City to create a masterplan to improve the waste situation downtown. The committee decided to table the issue until the masterplan was able to play out to see if that would alleviate the problems.

**Economic Development**

**2019 Committee Goals**

Create an informational packet to welcome new businesses in the District and encourage businesses on the borders to join that lays out the benefits of the CID. Coordinate with Hawxby to improve events impact on businesses, expand District boundaries, increase business retention.

**Addition of Lucky's to the CID**

Garcia updated the committee that he had tried to reach out to TKG and Lucky's with no success aside from one marketing representative which he had only heard from once.

**CID Border Expansion**

The committee discussed opportunities of reaching out to neighboring properties to invite them to join the CID and recalled the required steps to join. They want to create an informational packet or letter to give to new businesses and border businesses to encourage them to join. This would include the benefits of the CID including powerlines, lights, sidewalks, cleanliness and more. This may require looking into the budget if the packet requires graphic design or a printing budget. Ott expressed interest in expanding the District to the triangle of businesses on Park Ave to expand the northwest border as well as the Koonz glass corner as it could help parking. He also informed the group that parking studies show that when pedestrians walk toward an empty parking lot, they stop walking and turn around so it could meet multiple needs for parking and a continued stroll towards boarder businesses.

#### **Other Topics/Public Comment**

Hawxby informed the committee that the reason he was attending the meeting was to gain new ideas for events that he felt the marketing committee would not encourage. Garcia suggested the Donut Festival like Rocheport has, Hohenstein suggested a gun show, and Hawxby suggested a motorcycle fest. Dushoff warned the group that if they would like to look into festivals, they need to look at T/F which is loved and supported by the local businesses and not other festivals that were moved out of downtown due to the lack of support and interference with business.

**Meeting was motioned to be adjourned at 4:41pm by Dushoff and seconded by Waters, approved by all.**



**Downtown Community Improvement District  
Marketing Committee  
December 19, 2018  
11 South 10<sup>th</sup> Street**

**Present:**

Deb Rust  
Lisa Klenke  
Christina Kelley  
Mark Sulltrop  
Van Hawxby

**Guests:**

Munir Mohammad

**The meeting was called to order by Hawxby at 8:31am.**

**The approval of the agenda was motioned by Sulltrop and seconded by Kelley, all approved**

**Living Windows**

The group discussed the success of this year's event. Sales were generally up during the event due to the cold but lack of snow (people wanted to take breaks and go inside). Most store and restaurant owners that the group had feedback from said that it brought a lot of new faces into their businesses. Davis requested that we figure out a new method of judging the windows because participation is up and the judges have a difficult time going to all the windows. The committee liked her suggestion to give the awards the next day. She also called to attention that some of the businesses asked why we didn't have an ad in the Tribune to give the winner this year even though she explained to them that we no longer have a media buy agreement with them. She asked if we should like at alternate advertising for the winner and the group felt that self-promotion as well as a congratulations on District social media and newsletters was enough. The group also recalled the event being covered by Channel 13, the Missourian, and the Tribune.

**Restaurant Week**

Davis gave the committee the postcards for restaurant week and informed everyone that Chim's and the Quarry reached out too late to be on the postcards, but they will be an honored participant and be included on our website and social media. The committee liked the postcards and asked when menus were due. Davis said she would like them the first week of January to do a big reveal. Mohammad suggested to give all the businesses designated holders for district information, which would request our handouts to be one standard size but would increase visibility and decrease marketing materials' use as scratch paper. The group asked if there was a budget per event, Davis reported that there is only a month by month media budget and our media sources often will allow us to reallocate our advertising use to help us cover the events.

### **Drinks in the District**

Davis informed the committee that she already had 15 bars and restaurants sign up for Drinks in the District. They all agreed to either create a new cocktail or highlight a signature cocktail for the event. Passports are in the works for this event. Davis had also been in contact with Mac Daddy Lifts who were more than happy to drive around for the event.

### **Wedding Stroll**

The group moved on to discussion of Wedding stroll with Mac Daddy Lifts also being willing to drive around for that. The group was concerned about that target market not understanding to tip the carts, which is how they make their money, and needing signage for that as well as seeing if we have extra money in the budget to tip them out as well. Davis reported that she already had 10 places confirm their participation. Annabelle was happy to speak again, this time at Orr Street Studios. Davis also presented the idea for “groom pits” so that the future grooms could grab drinks and look at menswear in three separate places in the District, potentially 9<sup>th</sup> Street Public House, the Quarry, and Bingham’s. The group also had a discussion on the potential of getting sponsorships for events. Klenke suggested a corporate sponsorship which was met with resistance by staff and committee. If events become sponsored, the CID would likely be best suited with local businesses, preferably in the District or a media company. Concerns were expressed with the length of the process, the CID inability to accept monetary sponsorships, and who would be given credit for the event and any sponsorships/ donations.

### **Goals for 2019**

Davis reminded them of their goal ideas from the previous meeting. The committee added on looking into sponsors, changing community attitudes downtown, and doing something about football weekends.

### **Educational Workshops**

Klenke requested that Accounting Plus discuss changes in banking and tax laws when they do their educational workshop in January. Kelley stated that everyone needs to invite a friend, personal invitations are the best way to increase attendance for the workshops.

### **Public Comment/ Other Discussion**

Rust stated that she found helium tanks at Sam’s Club but the cost would not be much different than having the balloons filled. The group discussed having an event similar to Taste of Columbia and ultimately decided that if they wished to do so, they would have to execute it so that people went into restaurants because the event would not be worth the cost and lack of food quality the restaurants could provide in tents. Group requested to find image advertising videos produced by Boxcar Films a couple of years ago and use those. Also suggested using a restaurant week teaser to encourage getting restaurant gift cards as holiday gifts.

**The meeting was motioned to be adjourned at 9:46am by Sulltrop and seconded by Kelley. All approved.**

**Downtown Community Improvement District  
Operations Committee  
December 20, 2018  
11 South 10<sup>th</sup> Street**

**Present**

Tom Mendenhall  
Kevin Czaicki  
Dave Parmley  
John Ott  
Logan Dale  
Jesse Garcia  
Deb Rust

**Absent**

Kenny Greene

**Guests**

Scott Atkins, 10 N 10th  
John Conway, as Nichols  
Tim Teddy, City

Meeting was called to order at 3:27pm by Parmley.

Mendenhall motioned to approve the agenda, Ott seconded, all approved.

**Sidewalk Dining**

City would like the District's "blessing" to put the ordinance on the next city council agenda. Teddy asked the committee if they would like any omissions or noticed any errors. He summarized the ordinance and the issues it covered. This included border colors (black, white, grey, clear, or matching the building), no ads on umbrellas (committee specified that the restaurant logo was okay), and sandwich signs are okay. Committee asked if they could bring it to the board before it was brought to council. Teddy agreed to wait until the January 8<sup>th</sup> board meeting and bring it to the February council meeting. Committee requested outreach to restaurants to invite them to the January board meeting. Rust and Parmely agreed that a \$50-\$100 license for outdoor dining was acceptable.

**Landscaping**

Gabe Huffington was not present, but the committee discussed wanting extra money spent on the planters. We will receive more information from the City in January, hopefully, along with a plan for the downtown planters. Committee wants to focus on Broadway to lower and improve the planters. Ott stated that he wished the City would treat downtown as their most visited park because it technically is. Committee would like to negotiate the horticulture contract with the City to see exactly what the exact money gets us.

### **Relocation of Parking Spaces**

Discussion item came from emails received from the city and Gravity. Gravity is considering relocating their business to 10<sup>th</sup> Street in an Atkins building next to an Ott building. Ott is planning to reconfigure parking spaces and the sidewalk at his building to improve safety and allow for valet parking. Sessions was concerned that parking spaces were being removed, Atkins was present to see if there would be a clarification during the meeting. Ott shared his plan and diagram with the group. He was relocating spaces from 10<sup>th</sup> street to Walnut, from one side of his building to another, not eliminating parking. The net effect is no change in parking. Atkins would prefer to keep the parking on 10<sup>th</sup> Street but did not seem to feel that the change would affect businesses in his buildings. Ott asked the board to recommend to his plan to the city for the sidewalk improvement at his expense. Committee decided that multiple people should try to talk to Sessions about it and pass the issue up to the full board with no recommendation.

### **Grease Outreach**

Rust and Davis has been calling around to figure out better solutions to the grease grant program than the storage tank, which is unnecessarily large for most restaurants. They found Costalac, a local grease company that they called and were able to meet the same day that they made initial contact. The company is local, so they will be able to pick up grease from barrels inside the restaurants once or twice a month with no cost to the restaurants. They would like yearlong contracts with multiple businesses to add downtown to their route and keys to the restaurants they service so they are able to pick up the grease in off hours. Rust asked Conway if there was an official date that the ordinance would be enforced and the grease traps would be removed. He did not have an official date but that it is supposed to be enforceable six months after the grease ordinance passed. Rust would like a deadline and outreach from the city when the traps are removed to tell restaurants to talk to us if they use the traps.

### **Committee Goals**

Tabled

### **Other Discussion Items/ Public Comment:**

None

**Meeting was motioned to be adjourned by Ott and was seconded by Czaicki at 5:04pm, all approved.**

**Downtown Community Improvement District  
Executive Committee Meeting  
January 3, 2019  
11 South 10<sup>th</sup> Street**

**Present**

Ben Wade  
Kenny Greene  
Jesse Garcia  
Mike McClung

**Absent**

Deb Sheals

**The meeting was called to order by Wade at 3:30pm**

**The agenda was motioned to be approved by Greene and seconded by McClung. All voted in favor.**

The committee discussed and created the topic for the January board meeting. They discussed the liquid grease tank program and funding. The new director had misread the budget, leading the board to vote on renewing the program without awareness of where the funding would come out of the budget, so it will be taken to revote. Davis updated the committee on her communications with Costalac to remove the grease. The committee agreed that the letter was too broad and had could easily have loopholes. They requested Davis have a conversation with them because we cannot provide an explicit contract for them, only send people their way. Committee reviewed flyer from City which is not ready to send out.

They then discussed the relocation of parking spaces around the 10<sup>th</sup> and Walnut Parker building and will take it to the board to see if the board would like to write a letter of support as requested by John Ott. Garcia informed the committee of the feedback he received when communicating to the businesses on 10<sup>th</sup> street and the committee feels that complaints and requests are both valid and would advise to look into the process the right of way is going through with the City. Tim Teddy at the operations meeting asked for the boards blessing on the sidewalk dining ordinance, that will be taken to the full board. There was no update about the board of director recommendations sent to the mayor, the deadline is Jan 7, the next city council meeting, for him to approve or disapprove. Davis informed the board that she is currently improving the "Welcome to the District" packet we give to new businesses. McClung suggested that we include gift cards from restaurants. Birk provided an update on online banking for the CID as well as our accountant leaving GKC and our replacement accountant. Davis requested that a new bid for holiday décor goes out, so that needs to be taken to the full board this meeting in order to make deadlines. McClung updated the group on the parking committee process which he will inform the full board about. The garage arms are now being worked on by the new parking consultant and the residential parking program was passed.

The meeting was adjourned by Wade and seconded by Greene at 4:03pm, all approved.

RESOLUTION NO. 2019-17

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT REQUESTING THAT THE MAYOR OF THE CITY OF COLUMBIA, MISSOURI, APPOINT BEN WADE, TOM MENDENHALL, KALLE LEMONE, MUNIR MOHAMMAD, AND ADAM DUSHOFF AS DIRECTORS FOR A THREE-YEAR TERM BEGINNING FEBRUARY 7, 2019.**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

WHEREAS, the Downtown Community Improvement Development District (the "District"), which was formed on February 7, 2011, by Special 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 ("CID Act"); and

WHEREAS, under the Act, the above-referenced ordinance reserves unto the Mayor of the City of Columbia the power to appoint a successor Director with the advice and consent of the City Council to serve as a member of the Board of Directors of the District; and

WHEREAS, the Board of Directors recommends to the Mayor of the City of Columbia, Missouri, that **BEN WADE, TOM MENDENHALL, KALLE LEMONE, MUNIR MOHAMMAD, AND ADAM DUSHOFF** be appointed as Directors of the Board of Directors of the Downtown Community Improvement District to serve a three (3) year term of office commencing February 7, 2019.

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

1. The District hereby requests that the Mayor of the City of Columbia, Missouri, appoint **BEN WADE, TOM MENDENHALL, KALLE LEMONE, MUNIR MOHAMMAD, AND ADAM DUSHOFF** as Directors to serve a three (3) year term as a member of the Board of Directors of the Downtown Community Improvement District pursuant to the Act and the Ordinance cited above.

2. The Executive Director is authorized to communicate the fact and contents of this Resolution to the Mayor the City of Columbia and to the City Attorney of the City of Columbia as soon as possible hereafter so that same may be placed on the appropriate agenda of the City Council of the City of Columbia, Missouri, to ratify and approve the appointments of said Directors as made by the Mayor of the City of Columbia.

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

Passed this 18th day of December 2019.



\_\_\_\_\_, Chairman of the Board  
of Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors





The District • Downtown Community Improvement District  
11 S. Tenth Street • Columbia, Missouri 65201 • (573) 442-6816  
[discoverthedistrict.com](http://discoverthedistrict.com)

December 7, 2018

City of Columbia  
The Honorable Mayor Brian Treece  
701 East Broadway  
P.O. Box 6015  
Columbia, MO 65205

Dear Mayor Treece:

I have been instructed by the Board of Directors (the "Board") of the Downtown Community Improvement District (the "CID") to submit to you a slate of proposed successor directors for the Board. Said slate is being provided to you pursuant to that certain Petition to the City of Columbia, Missouri for the Creation of the Downtown Community District, which was approved by Ordinance #20866 of the City Council of the City of Columbia, Missouri on February 7, 2011 and pursuant to Missouri Revised Statutes Sections 67.1401 through 67.1571.

The proposed directors for the Board will be successors to five (5) director positions for which terms are scheduled to expire on Wednesday, February 6, 2019. The slate of proposed directors, which has been vetted and recommended by the Board, is as follows:

Adam M. Dushoff

Kalle Hatcher LeMone

Thomas C. Mendenhall

Munir Mowaffak Mohammad

Ben R. Wade

The Board requests that you approve of and seek consent from City Council for the recommended directors at the next regular meeting of the City Council. Should you have any questions, please do not hesitate to contact me.

I thank you very much for your attention to this matter.

Sincerely,  
DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT

  
Bob Hohenstein  
Executive Director

Attachment

cc: Sheela Amin, City Clerk

**Adam M. Dushoff**

Mr. Dushoff is a current member of the CID Board of Directors and serves on the Board's Search & Review Committee. During his tenure on the CID Board, he has served on multiple Board committees. Adam is the co-owner of Addison's which located at 709 Cherry Street in The District. He also has served on the Parking Task Force as a representative of the CID. Mr. Dushoff has been both a business owner and a property owner in The District for over nineteen years.

**Kalle Hatcher LeMone**

Ms. LeMone is the co-owner and co-founder of Nourish Café & Market located at 1201 East Broadway. Nourish Café & Market opened in June 2016. Kalle is a 2006 graduate of the University of Missouri with a B.S. in Business Marketing. She received her MBA in 2012 from Columbia College. Prior to co-founding Nourish Market & Café, Ms. LeMone was a pharmaceutical sales representative in central Missouri for Mylan Specialty (8 years) and a media representative for Anthem Media for one year prior to joining Mylan. Over the past number of years Ms. LeMone has volunteered at the VAC as well as at the Ronald McDonald's House Children's Charities. Kalle has worked, in the past, with the CID in terms of its annual Restaurant Weeks.

**Thomas C. Mendenhall**

Mr. Mendenhall is a current member of the CID Board of Directors and serves on the Board's Operations Committee. Tom is also an active member and participant in the COMO 200 initiative. His past community service includes tenures on the Energy Environment Commission, the SBD and many other entities. He is one of the owners of the Lofts on Elm Street, serving as vice president of REMM Ltd. Tom is a seventy-year resident of Columbia, Missouri and brings a wealth of institutional knowledge to the CID, its Board of Directors and the Columbia community.

**Munir Mowaffak Mohammad**

Mr. Mohammad is the owner of Boone Olive Oil Company and Shortwave Coffee located at 915 Alley A in The District. Munir is a native of Columbia. In the past, he has served as a soccer referee with CMSRA, The Food Bank and the Islamic Center of Central Missouri. Mr. Mohammed has witnessed the transformation of The District and wants to contribute to its future and continuing improvement.

**Ben R. Wade**

Mr. Wade is a current member of the CID Board of Directors, serving as its Chair. He also is Chair of the Board's Executive Committee. Mr. Wade also serves on the Downtown Leadership Council. Ben is the owner of Guitarfinder, a retail music store, which is located in The District at 1020 East Walnut. He has been a business owner in The District for over twelve years and has had a retail presence in The District for over twenty-two years. Mr. Wade has made contributions of both time and product to several community outreach programs such as the Optimist Club, Boys & Girls Club, First Night, Ronald McDonald House Children's Charities and Rainbow House. Having worked diligently as a member of the CID Board over the past years in a variety of capacities, Mr. Wade has a firm knowledge and solid understanding of the duties of a CID Board member and the commitment that is required.

**RESOLUTION NO. 2019-18**

**A RESOLUTION APPROVING THE ADOPTION OF A  
CONFLICT OF INTEREST POLICY APPLICABLE TO THE  
DIRECTORS OF THE DISTRICT**

WHEREAS, the Downtown Community Improvement District (the "District") was formed on February 7, 2011, by Special Ordinance No. 20866 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 ("CID Act"); and

WHEREAS, Section 67.1461 RSMo., as amended, grants the board of directors of a community improvement district the authority to possess and exercise all of the community improvement district's legislative and executive powers;

WHEREAS, pursuant to 67.1461 RSMo, as amended, of the CID Act, the District is authorized to adopt a conflict of interest policy which will be applicable to its Directors; and


WHEREAS, the Board of Directors of the District have determined that it is necessary and desirable that the District enter into a Conflict of Interest policy (the "Conflict of Interest Policy"), a copy of which is attached hereto as Exhibit A.

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 Conflict of Interest Policy for the Directors of the District, in the form attached as Exhibit A hereto and incorporated herein by reference. The Chairman is hereby authorized and directed to execute the Conflict of Interest Policy on behalf of the District and the Secretary is hereby authorized and directed to attest to the Conflict of Interest Policy.


2. This Resolution shall take effect and be in full force immediately after its adoption by the Board of Directors of the District.

Passed this 12th day of February, 2019.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

a result of any transaction to be undertaken by the District without the prior approval of a majority of the Board of Directors who do not have such Conflict of Interest or without fully disclosing to the Board of Directors the nature of any such potential Conflict of Interest.

D. **Presumptions:** If the District acquires property from any entity in which any Director has a material financial interest, such acquisition or purchase shall not be considered to violate this policy if: (1) the nature of any Director's interest in the transaction is known or fully disclosed to the entire Board of Directors; (2) the purchase price paid by the District for the asset or good from any person or entity in which a Director has a material financial interest is equal to or less than the fair market value of such asset or good, as determined by a competent and independent third party appraiser experienced in rendering similar appraisals. Such an appraisal shall only be obtained if required by a majority of the members of the Board of Directors without such a material financial interest.

E. **Procedures:** When considering any transaction which may have the effect of materially benefitting one or more Directors, the entire Board of Directors shall have the right to obtain such independent review of the transaction or to obtain additional appraisals as the Directors, in their discretion, deem appropriate in order to establish that the District will not, in fact, pay any amount for property, goods, or services in excess of the fair market value of same. Any acquisition of property, goods, or services which follows from a public bid and/or competitive bidding procedure and which results in the award of a contract for the acquisition of property, goods, or services from a person, business, or entity in which a Director has a financial interest shall not be deemed to be a violation of this conflict of interest policy. If the only source from which a particular property, good, or service can be procured is from a business, person, or entity in which a Director has a material financial interest, then such acquisition shall not occur unless and until an independent appraisal of the value thereof is first obtained, and the entire Board of Directors must review and approve of the valuation of said property, good, or service prior to approving any resolution for the acquisition thereof. The Director who has a potential Conflict of Interest may, in said Director's discretion, abstain from voting on a transaction if he or she believes that he has a Conflict of Interest which would violate this Policy, although he or she need not do so if full disclosure of the particulars surrounding such potential Conflict of Interest is made and the procedures referred to above in this policy are followed. In all circumstances, the Directors who approve of a transaction involving a Director's potential Conflict of Interest must be satisfied that there will not be any adverse effect on the District as a result of such approval, and that such transaction is in the best interests of the District, taking into account all facts and circumstances pertaining thereto.

F. **Records:** The District, as a part of its financial records, shall maintain a record of all information pertaining to disclosures of and resolutions adopted with respect to each Directors' potential Conflicts of Interest from and after the date of the option of this policy. Such records and information shall be disclosed to the auditor engaged by the District to perform the annual audit of the District's finances and transactions.

IN WITNESS WHEREOF, this policy has been adopted and shall be effective as of this 8th day of March, 2011.

**Downtown Community Improvement District**  
(the "District")



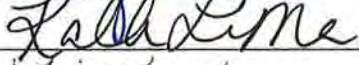



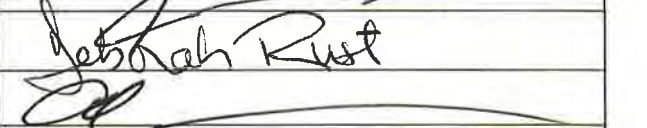
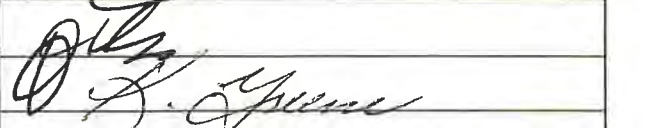
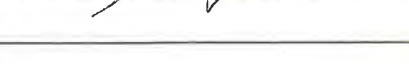




**Downtown Community Improvement District  
(the "District")**

By: \_\_\_\_\_, Chairman of the Board of Directors

(SEAL)

Attest:

\_\_\_\_\_, Secretary of the Board of Directors

Printed Name	Signature
David Parmley	
<del>David Smith</del> DOTS SHAW'S	<del>David Smith</del>
Logan Dale	
Katie Lemone	
Lisa Klenke	
THOMAS C. MENDENHALL	
Munir Mohammad	
AUBEN GALLOWAY	
MIKE MCCUNIG	
KEVIN F CZYCKI	
Deborah Rust	
Adam Dushoff	
Jesse Garcia	
Kenny Greene	
VAN HAWXBY	

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman of the Board of Directors

(SEAL)

Attest:

*K. Greene*, Secretary of the Board of Directors

Printed Name	Signature
<i>Kathy Greene</i>	<i>K. Greene</i>



**RESOLUTION NO. 2019-19 REVISED**

**A RESOLUTION AUTHORIZING THE FUNDING OF UP TO \$30,000 FOR CREATING AND IMPLEMENTING A SOLUTION FOR DOWNTOWN RESTAURANT GREASE STORAGE**

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, the Board had elected to fund up to \$34,000 for creating and implementing a downtown restaurant grease storage solution; and WHEREAS, the Board of Directors desires to incentivize downtown restaurants to utilize interior grease tank systems.

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 funding and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, funding of up to \$34,000 to create and implement a downtown restaurant grease storage solution.
2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 12th day of February 2019.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors





NOT PASSED

**RESOLUTION NO. 2019-19**

**A RESOLUTION AUTHORIZING THE FUNDING OF UP TO \$30,000 FOR CREATING AND IMPLEMENTING A SOLUTION FOR DOWNTOWN RESTAURANT GREASE STORAGE**

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, the Board had elected to fund up to \$30,000 for creating and implementing a downtown restaurant grease storage solution; and WHEREAS, the Board of Directors desires to incentivize downtown restaurants to utilize interior grease tank systems.

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 funding and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, funding of up to \$30,000 to create and implement a downtown restaurant grease storage solution.

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

Passed this 12th day of February 2019.

\_\_\_\_\_  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary of the Board of Directors

NOT PASSED

**RESOLUTION NO. 2019-20**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT REQUESTING THAT THE MAYOR OF THE CITY OF COLUMBIA, MISSOURI, APPOINT AUBEN J. GALLOWAY AS DIRECTOR TO COMPLETE THE REMAINING TERM OF ONE DIRECTOR, BEN WADE, ENDING FEBRUARY 2022.**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

WHEREAS, the Downtown Community Improvement Development District (the "District"), which was formed on February 7, 2011, by Special 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 ("CID Act"); and


WHEREAS, under the Act, the above-referenced ordinance reserves unto the Mayor of the City of Columbia the power to appoint a successor Director with the advice and consent of the City Council to serve as a member of the Board of Directors of the District; and

WHEREAS, the Board of Directors recommends to the Mayor of the City of Columbia, Missouri, appoint **AUBEN J GALLOWAY** as Director to complete the remaining term of one Director, **BEN WADE**, ending February 2022.

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

1. The District hereby requests that the Mayor of the City of Columbia, Missouri, appoint **AUBEN GALLOWAY** as Director to complete the remaining term of one Director, **BEN WADE**, ending February 2022, for the Downtown Community Improvement District pursuant to the Act and the Ordinance cited above.
2. The Executive Director is authorized to communicate the fact and contents of this Resolution to the Mayor the City of Columbia and to the City Attorney of the City of Columbia as soon as possible hereafter so that same may be placed on the appropriate agenda of the City Council of the City of Columbia, Missouri, to ratify and approve the appointments of said Directors as made by the Mayor of the City of Columbia.
- 3 This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 14th day of January 2019.

  
\_\_\_\_\_, Chairman of the Board  
of Directors

(SEAL)

Attest:

*H. Greene*, Secretary of the Board of Directors



The District • Downtown Community Improvement District  
11 S. Tenth Street • Columbia, Missouri 65201 • (573) 442-6816  
[discoverthedistrict.com](http://discoverthedistrict.com)

January 15, 2019

City of Columbia  
The Honorable Mayor Brian Treece  
701 East Broadway  
P.O. Box 6015  
Columbia, MO 65205

Dear Mayor Treece:

I have been instructed by the Board of Directors (the "Board") of the Downtown Community Improvement District (the "CID") to submit to you an individual as a proposed successor director for the Board. Said individual is being provided to you pursuant to that certain Petition to the City of Columbia, Missouri for the Creation of the Downtown Community District, which was approved by Ordinance #20866 of the City Council of the City of Columbia, Missouri on February 7, 2011 and pursuant to Missouri Revised Statutes Sections 67.1401 through 67.1571.

The proposed director for the Board will be a successor to one director position for which the three-year term is scheduled to commence on Thursday, February 7, 2019 and conclude on Sunday, February 6, 2022. The proposed director, who has been vetted and recommended by the Board to fill this three-year term, is as follows:

Auben J. Galloway

Mr. Galloway received the largest total number of votes of all candidates not recommended to you in my December 7, 2018 letter. Mr. Galloway is being recommend to you due to the resignation of Mr. Ben Wade, who you recently appointed to serve a new term.

The Board requests that you approve of and seek consent from City Council for the recommended director at the next regular meeting of the City Council. Should you have any questions, please do not hesitate to contact me.

I thank you very much for your attention to this matter.

Sincerely,

Bob Hohenstein  
Executive Director  
DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT

Attachment

cc: Sheela Amin, City Clerk

**DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT  
COLUMBIA, MISSOURI**

---

**Auben J. Galloway**

Mr. Galloway is the owner of Callahan & Galloway Property Management located at 415 Locust Street. Mr. Galloway currently serves on the First Baptist Church Board of Trustees and on the Board of the True/False Film Festival. Mr. Galloway's past community service includes the Ped/Net Board of Directors and Mobility Worldwide. Auben is a second-generation Columbian who has worked in The District since 1999 representing District properties through his management firm which requires balancing decisions between tenants and property owners.

**RESOLUTION NO. 2019-21**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE AMENDED  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
HELD JANUARY 2018**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held January 2019.

Passed this 12th day of February 2019.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
January 8, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Van Hawxby  
Deb Sheals  
Kevin Czaicki  
Jesse Garcia  
Kenny Greene  
Dave Parmley  
Deb Rust  
Logan Dale  
Ben Wade

**Absent:**

Mike Wagner  
Mike McClung  
Lisa Klenke  
Adam Dushoff  
Marti Waigandt

**Guests:**

Robert Hollis, CID attorney  
Jeff Gordon, CPD  
Chris Kelley  
Anne, Range Free  
Tom Spruling, Ernie's  
John Ott  
Skip Walter, Ott's lawyer  
Munir Mohammad

Meeting was called to order at 3:31pm by Wade.

Mendenhall motioned to approve the agenda, Sheals seconded, all voted in favor.

Sheals motioned to approve the agenda, Mendenhall seconded, all approved.

Mendenhall motioned to approve the November financials, Garcia seconded, all approved after Sheals provided a brief update on the financials including that our regular accountant has left the accounting firm.

## **City Report**

No City Report, Carol Rhodes absent

## **Police Report**

John Gordon updated the board about the transition with the police chief as well as the selection process for the new chief. Glascock is seeking feedback from the police officers about what they want in a new chief and what changes they would like to see around the station. Crime is down in the area with the absence of students, there had been a spike right around finals week, but downtown is currently in the safest beat in Columbia. Parmley asked about peak time during bar close after witnessing a fight. Gordon stated that other than a few such incidences, it has been quieter at bar close lately.

## **New Business**

### **2019 Liquid Grease Tank Program**

The City has produced a flyer for the incentive program, however it has not yet been approved properly. The board still needs to vote on the program with the new knowledge that the budget is not what they expected and that Kostelac cannot offer the initial deal they made with Rust and Davis. They are still interested in working with us and our restaurants but not in the way we originally were told. Perhaps restaurants will be able to buy barrels for them to collect at a fraction of the cost for the tank system. Sheals just reminded the board that we cannot agree to a system that will form a monopoly for only one company to use. Rust suggested we ask for a pause from the city on enforcement until we have solutions.

### **Relocation of Parking Spaces**

Wade passed the floor over to Skip, John Ott's Lawyer, to explain the plan to relocate two parking spaces from 10<sup>th</sup> St to Walnut to create a valet drop-off area for the Parker building where Ott is currently creating an event space. He also plans to add a 15-minute loading and unloading zone for public use on 10<sup>th</sup> St. The City will have the right of way on it. Construction for the center is projected to be completed in the spring. The board voted to write a letter of support for this change. Mendenhall motioned, Sheals seconded, all approved.

### **Sidewalk Café Ordinances**

Hohenstein reported feedback from Kurt from Shakespeare's who expressed his support of the ordinance change as long as no one received special treatment or was "grandfathered in" to having their normal dining area. The board upheld that the rules would apply to everyone equally. The board will write their letter of support to the council to give their blessing on the change next council meeting. Mendenhall motioned, Czaicki seconded, all approved.

### **Holiday Décor and RFP**

Davis explained the issues that we have had with the current decorators for the holiday season downtown. She would like to put the snowflakes out to bid with the approval of the board. The board approved to find a new decorator through bids starting in April. Mendenhall motioned, Parmley seconded, and all approved.



## **Committee Reports**

### **Operations Committee**

Parmley informed the board that the lighting test between Hitt and Waugh was finally working and that there would be a public hearing for the test on the evening of Jan 15. He did not have much to update the board on for landscaping. Hohenstein let the board know he was meeting with Gabe Huffington on the 15<sup>th</sup> to ask more about the landscape agreement.

### **Marketing Committee**

Hawxby received feedback that retailers have to happy with our efforts to bring more people downtown and create events for them. He and Davis updated the board on the progress for and participants in Drinks in the District and Restaurant Week. They also let them know that we are currently improving on logistics from last year for Wedding Stroll.

### **Economic Development**

Garcia updated the board that the committee discussed Val's alley improvement strategy. They believed the idea was valid, however, the CID had already created a masterplan for solid waste with Steve Hunt and the committee felt that it was best to wait to see if the masterplan solved the problems. If it did not after it was implemented, the committee wanted to recollect data to reassess the situation. The committee's goals were to create a welcome packet and expand the boundaries.

### **DLC Report/Parking Commission Report**

Wade let the board know that the residential parking permit program was approved but once the details were laid out, it was not favorable to residents. The board discussed if this could mean decreased parking fees for downtown. He also told the board that the baseline parking study was approved for the parking situation since McClung was not present to provide a detailed update.

### **CoMo 200 Report**

Sheals updated the board that the committee was making great progress on the park and would be starting public hearings and fundraising projects soon to acquire the funding for the park.

### **Staff Report**

Hohenstein told the board about meetings he had in the near future including those with KOPN, Buffalo, Glascock, Huffington, Moore, and Community Foundation.

### **Public Comment**

Hollis informed the board that they needed an official resignation from Wade since all five of our board member candidates were approved and appointed. Sheals reminded everyone of their second choice which they would submit to the mayor. The board thanked Wade for his time with them.

Wade motioned to adjourn the meeting at 4:21pm, Sheals seconded, all approved.

**Downtown Community Improvement District  
Economic Development and Solid Waste Committee  
January 15, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

John Ott  
Logan Dale  
Andy Waters  
Jesse Garcia

**Absent:**

Adam Dushoff  
Mike Wagner

**Guests:**

Steve Hunt

Meeting called to order by Garcia at 3:30pm.

Dale motioned to approve the agenda and Waters seconded, all approved.

**Welcome Packets**

Garcia opened the meeting with a discussion about the welcome packets for the new businesses. He brought up the old letter that Nickie presented to the committee last meeting that needs updated. The group brainstormed ideas of what they would like to see in the packet and what the businesses need to know. They would like the packet to include parking information for employees, customers, and permits, a calendar of District events, waste guide, updated cover letter to explain what the CID is and how they benefit, business cards of CID contacts, and meeting information. He would like to bring back the new business posts to social media and continue the announcements in the newsletter.

**Improved Communication to Businesses**

Garcia asked how we can more effectively contact businesses citing the last grease grant. Ott pointed out that the effort to reach out was not the issue, but the pertinence of the information. There was no deadline, no sense of urgency to that information. Davis also pointed out that she has been working hard to update the contact information we have for businesses and this alone has already proved more effective for communication when combined with staff going out to talk to businesses. Davis wants to create a checklist for visits or information drop offs to show and recall who has been communicated to. This led to a discussion about the website and Birk and Davis's inability to update, edit, or add effectively to the website due to the type of contract we have with Delta. Committee would like to bring it up to other committees and board to discuss changing the contract.

### **Events**

Garcia would like to increase participation of people who do not live downtown in District events. Dale suggested when we change the website to include a public forum for ideas for events, or even just general ideas on ways to improve downtown. This would be a way to not only get public input, but maybe find interested parties to plan new events. Committee would like to make sure any new events benefit all types of businesses equally. They discussed the opportunities to reach out to car show organizers to move one downtown as well as donut festivals in Kansas City versus Rocheport.

### **Other Discussion Items**

Ott asked Hunt about the Walnut and Wabash Dumpster situation. Hunt should that public hearings about the enclosure and dumpster would occur in March. He also told board that he would prefer individual businesses to contact him about switching out or adding trash and recycling rather than going through a third party to help meet individual business needs. Garcia reassured him that we decided to see how the solid waste masterplan would change the alley situation before any further thought about the alley improvement plan. Hunt informed the group that his position as a Naval Reserve Officer would be taking him overseas until December 2019 or even April 2020. The committee thanked him for all his work with the CID and wished him safe travels to Africa.

**Downtown Community Improvement District  
Operations Committee Meeting  
January 17<sup>th</sup>, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Kevin Czaicki  
Dave Parmely  
Logan Dale  
John Ott

**Absent:**

Kenny Greene

**Guests:**

Ryan Williams

Meeting was called to order by Parmley at 3:29pm.

Approval of the Agenda was motioned by Mendenhall and seconded by Ott, all approved.

**Street Lights**

Williams updated the committee about the lighting test and next steps. The interested parties meeting that occurred the previous night was more media than interested parties in attendance. He requested that the board write a letter of support for the new light technology and to emphasize the need for the lights. The group discussed the pros and cons of different styles of light bulbs including acorns, teardrops and more modern bulbs. The group supported the modern bulb due to functionality and the height of the poles. There are five angles you can hang the lights from on the 35-foot light pole. The committee liked the level look of the five options. The City has \$295,000 in the budget for the downtown lighting. The District had elected to contribute \$30,000 to that for the photo eyes in the new lights (in a previous resolution). The group liked the idea to leave the light on but dimmed when not needed to prevent people from reporting burnt out lights. The committee discussed brightness and color levels, how it was difficult to tell 300k from the 600k brightness because 300k was already blindingly bright. In the February council meeting, council will approve or disapprove to change 109 of the 400 street lights in the District after public hearings. Williams told the committee that the City uses the poles for scrap metal after the old ones are taken down. Because the removal process is usually too tough on the poles to reuse. Committee requested Hohenstein to find the resolution that supports the \$30,000 contribution and where it is in the budget.

**Landscaping**

Huffington was not available to attend the meeting. Hohenstein met with him to discuss planters and the CID contract for a horticulture contribution to the City but failed to discover what exactly those funds cover. He did ensure that Huffington would not use it outside of

District boundaries and asked for a plan. Parmley would like to know the principle behind the contract. The City does much more work than we pay them for, but we are not supposed to be paying for services that the City already provides. We would not like to start nickel and diming each other, however we need a contract to specifically state or define what we are getting and that it is beyond normal services so that we are staying true to our bylaws.

### **Liquid Grease**

Committee concluded that July 1<sup>st</sup> is the deadline, the board needs to revote on the incentive program but they would not like to extend the deadline. They asked Hohenstein to find that money in the budget. The committee concluded that they would not like to discuss it anymore.

### **2019 Operations Committee Goals**

The committee listed the following as goals and goal ideas for the year: get lighting and grease projects behind them, better communication with Parks and Rec about trees, plants, and planters for masterplan, separate CID funds and City funds more buy more lobbying and less spending (the Loop getting funds they should not be the first to receive because Gartner lobbies more effectively), fix broken curbs, improve safety in the crosswalks when cars turn left by flashing lights, monitor additional fees for parking and that those funds are staying downtown, create an ordinance about pet waste for apartments that allow pets. Replace the tops of trashcans, and move the meter times back to 8am-5pm from 9am-5pm to help the transition periods from retail to restaurants.

### **Other Discussion Items/ Public Comment**

Discussed the Ameren lot and any updates the committee had heard along with the idea to discuss parking garage situations and solutions with Atwill.

Meeting was motioned to be adjourned by Czaicki and seconded Ott at 5:01pm, all approved.

the alternative idea for the park so that he can keep his parking to the board. After he showed up at the park commission's public hearing, she would like to invite him to the March meeting.

The meeting was motioned to be adjourned at 4:15pm by McClung and seconded by Garcia.

**RESOLUTION NO. 2019-22**

**A RESOLUTION AUTHORIZING AN AMMENDMENT TO THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT'S FISCAL YEAR 2018-2019 EXPENSE BUDGET TO ACCOMMODATE THE EXPENDITURE OF \$30,000.00 TO ASSIST THE CITY OF COLUMBIA IN FUNDING THE CITY OF COLUMBIA WATER & LIGHT DEPARTMENT'S ENHANCED STREET LIGHTING PROJECT WITHIN THE DISTRICT. FUNDS WERE AUTHORIZED BY THE BOARD OF DIRECTORS IN PRIOR FISCAL YEARS, BUT REMAIN UPSPENT AS OF THE DATE OF THIS RESOLUTION.**

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, the Board has previously resolved and approved through Resolution 2016-12 (Exhibit A hereto attached) and Resolution 2018-14 (Exhibit B hereto attached) the funding as outlined above

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 establishment by Gerding, Korte & Chitwood, CPAs of a Designated/Restricted Fund line item on its monthly financial statement to account for the previously approved, but as yet unspent \$30,000.00 designated in previous fiscal years for the enhanced street lighting project.

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

Passed this 12th day of March 2019.

  
\_\_\_\_\_  
Chairman of the Board of Directors

(SEAL)  
Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2019-22**

**RESOLUTION 2016-12**

**EXHIBIT B  
TO RESOLUTION NO. 2019-22**

**RESOLUTION 2018-14**

**EXHIBIT C  
TO RESOLUTION NO. 2019-22  
AMENDED BUDGET FY 2019**



**RESOLUTION NO. 2016-12**

**A RESOLUTION AUTHORIZING THE FUNDING OF \$10,000 FOR UPGRADING PROPOSED CITY STREET LIGHTS TO INCREASE LIGHTING LEVELS AT BAR CLOSING BY THE DOWNTOWN CID**

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, the Board had elected to fund \$10,000 for the City of Columbia to upgrade proposed street lights to increase lighting levels at bar closing, with the presentation attached hereto as Exhibit A;

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 funding and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, funding of \$10,000 to the City of Columbia for upgraded downtown street lights;


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

Passed this 12th day of January 2016.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

**RESOLUTION NO. 2018-14**

**A RESOLUTION AUTHORIZING THE FUNDING OF UP TO \$30,000 TO THE CITY OF COLUMBIA FOR THE PURCHASE OF ENHANCED DOWNTOWN STREET LIGHTING**


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, the Board had elected to fund up to \$30,000 to the City of Columbia for Enhanced Street Lighting.

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 funding and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, funding of up to \$30,000 to the City of Columbia for Enhanced Street Lighting
2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 10th day of October 2017.

  
\_\_\_\_\_  
Chairman of the Board of  
Directors

(SEAL)  
Attest:   
\_\_\_\_\_, Secretary of the Board of Director

**Community Improvement District Budget**

	FY2018 - Forecast	FY2019 - Budget	\$ Change 18F to 19B	% Change 18F to 19B
<b>Recurring Revenue</b>				
Property Assessment	219,154	243,630	24,476	10%
Sales Tax	595,000	595,000	0	0%
Interest Income	500	500	0	0
<b>Total Recurring Revenue</b>	<b>814,654</b>	<b>839,130</b>	<b>24,476</b>	<b>3%</b>
<b>Recurring Expenses</b>				
<b>Program Management</b>				
Insurance (Health)	3,600	0	(3,600)	#DIV/0!
Insurance (Property, D&O)	2,388	2,500	112	4%
Meals & Entertainment	900	900	0	0%
Office Equipment Rental	1,800	2,000	200	10%
Office Equipment Repair	500	500	0	0%
Office Repairs & Maintenance	5,000	5,000	0	0%
Office Supplies	2,000	2,000	0	0%
Parking	2,475	2,800	325	12%
Payroll	173,107	183,331	10,224	6%
Payroll Taxes	16,460	18,064	1,604	9%
Professional Services	30,000	37,500	7,500	20%
Rent	26,580	27,500	920	3%
Retirement Plan	0	0	0	0%
Seminars & Conferences	5,500	5,500	0	0%
Telephone	1,080	1,200	120	10%
Utilities	7,500	7,700	200	0
<b>Total Program Management</b>	<b>278,890</b>	<b>296,495</b>	<b>17,605</b>	<b>6%</b>
<b>Programs &amp; Services</b>				
<b>Environmental</b>				
<b>Beautification/Streetscape</b>				
Banners (Installation)	40,000	20,000	(20,000)	-100%
City Horticulture	8,000	8,000	0	0%
Public Art Program	1,000	500	(500)	-100%
Holiday Décor	40,000	47,500	7,500	0
	<b>89,000</b>	<b>76,000</b>	<b>(13,000)</b>	<b>-17%</b>
<b>Cleaning and Maintenance</b>				
Labor	165,000	170,000	5,000	3%
Payroll Tax	0	0	0	0%
Capital Janitorial Improvement	2,500	2,500	0	0%
Sidewalk Powerwashing	0	0	0	0%
Recycling	0	0	0	0%
Extended Cleaning Services	0	0	0	0
	<b>167,500</b>	<b>172,500</b>	<b>5,000</b>	<b>3%</b>
<b>Public Safety</b>				
Labor	25,000	25,000	0	0%
CPD Substation - Rent, Utilit	5,000	5,150	150	3%

**Community Improvement District Budget**

Equipment and Lighting	2,500	2,500	0	0
	<b>32,500</b>	<b>32,650</b>	<b>150</b>	<b>0%</b>
<b>Economy</b>				
<b>Economic Development</b>				
Business Marketing	2,000	2,000	0	0%
Development Programs	0	0	0	0%
Economic Benchmarking	500	500	0	0%
District Wireless (Operating	0	0	0	0%
Industry Membership	2,000	2,000	0	0%
TIF Reimbursement	20,000	20,000	0	0
	<b>24,500</b>	<b>24,500</b>	<b>0</b>	<b>0%</b>
<b>Marketing</b>				
Image Marketing	58,000	60,500	2,500	4%
Promotions & Events	4,000	9,000	5,000	56%
Online Marketing	2,500	0	(2,500)	#DIV/0!
Marketing Subscriptions	3,500	3,500	0	0%
Postage	5,000	2,500	(2,500)	-100%
Printing	5,000	2,500	(2,500)	-100%
	<b>78,000</b>	<b>78,000</b>	<b>0</b>	<b>0%</b>
<b>Total Programs &amp; Services</b>	<b>391,500</b>	<b>383,650</b>	<b>(7,850)</b>	<b>-2%</b>
<b>Total Recurring Expenses</b>	<b>670,390</b>	<b>680,145</b>	<b>9,755</b>	<b>1%</b>
<b>Non-Recurring Expenses</b>				
<b>Environmental</b>				
<b>Beautification/Streetscape</b>				
Broadway Gateway	100,000	100,000	0	0%
Landscaping Enhancements	0	24,000	24,000	100%
<b>Infrastructure Programs</b>	<b>35,000</b>	<b>35,000</b>	<b>0</b>	<b>0%</b>
<b>Ammended 03/12/19 for</b>	<b>135,000</b>	<b>159,000</b>	<b>24,000</b>	<b>15%</b>
<b>Street Lighting Enhancements</b>				
Contingency	35,000	35,000	0	0%
<b>Total Non-Recurring Expenses</b>	<b>170,000</b>	<b>194,000</b>	<b>24,000</b>	<b>12%</b>
<b>TOTAL BUDGET</b>	<b>840,390</b>	<b>874,145</b>		
<b>Total Surplus (Deficit)</b>	<b>(25,736)</b>	<b>(35,015)</b>		

**RESOLUTION NO. 2019-23**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE AMENDED  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
HELD ~~MARCH~~ <sup>February</sup> 2019**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held February 2019.

Passed this 12th day of March 2019.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
February 12, 2018  
11 S 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Deb Sheals  
Munir Mohammad  
Kevin Czaicki  
Jesse Garcia  
Kenny Greene  
Deb Rust  
Mike McClung  
Logan Dale  
Lisa Klenke  
Auben Galloway  
Kalle LeMone

**Absent:**

Dave Parmley  
Van Hawxby

**Guests:**

Carol Rhodes, City  
Ryan Williams, Water and Light  
Lt John Gordon, CPD  
Interim Chief Jeffery Jones, CPD  
Robert Hollis, CID attorney  
Kathy Murphy, Commerce Bank

The Meeting was called to order at 3:31pm by Sheals and introductions were made.

Approval of the agenda was motioned by Mendenhall and seconded by Czaicki, all approved.

Approval of the minutes motioned by Mendenhall and seconded by Garcia, all approved.

**Financials**

Sheals provided an update for the financials including the sales and property taxes that have been recently disbursed to the CID. The CID has received about 80% of the funding for this fiscal year and spent about 30% of it. Sheals, Dale, and Hollis had a discussion about aligning the different tax cycles with the CID's fiscal year. Hollis warned that there are statutory requirements, but the cycles should be alignable. Sheals, Dale, Birk and Hohenstein are meeting with the new accountant at GKC, Heather Martin to ask questions, catch her up, and figure out

what happens with previously allocated funds. Mendenhall moved to approve the financials, Czaicki seconded, all approved.

### **City Report**

Rhodes updated the board on the progress made towards finding a new city manager. So far, there have been multiple public hearings about desired requirements for the future city manager. She encouraged everyone to provide feedback over the forum of their choice.

### **Police Report**

Gordon informed the board of the good downtown safety statistics lately. There has been less club activity even with the return of the students due to the cold. There was one incident of a random shooting at Club Vibes, the victim was shot in the hand and thigh about a week after the previous board meeting. No one, including the victim, knows why they were shot or by whom. He let the board know that there is a new downtown Lt, Matt Stevens. Interim Chief, Jeffery Jones talked about the new beat accountability model and that he is trying to coordinate a meet and greet with business owners and officers assigned to beat 70. He provided his contact information to the board. Mendenhall asked how recruitment is going for the CPD and they responded that it is going well, they have some officers returning, new officers training and being screened, and that retention and injuries are still an issue.

### **New Business**

#### **Conflict of Interest**

Sheals sent the conflict of interest resolution around the table to be read and signed by all of the board members after a brief discussion of what it is for the new board members. It is the same resolution as approved in 2011. McClung moved to approve the resolution, Czaicki seconded, and all approved.

#### **Grease Grant**

The board re-discussed the deadline for businesses to apply for the grant and install the grease tanks due to the fact that no one is sure if the leftover funding from the previous grease grant was reallocated. Dale and Hollis discussed that an amendment to the budget would need to be made if it is discovered that the funding is still in the use account. Czaicki, Rust, and Dushoff led the discussion on the deadline changing. Ultimately, Czaicki motioned that to approve the grease grant with the new deadlines of April 30, 2019 to apply and July 31, 2019 to install the tank with an amendment to the budget, subject to funding. Mendenhall seconded and Dushoff voted against the motion but everyone else approved.

#### **Letter of Support for Lighting**

Williams told the board about the public feedback from the lighting test after interested parties meetings and 27 online comments. The public reading will happen at the second council meeting in March. There is not terribly strong social support (people dislike the aesthetics) so water and light would like a letter of support from the board to help encourage the style and technology of the lighting despite aesthetics. The board feels that this is the best solution to solve all issues after going through all the options. They even compared it to a high voltage

acorn, which is more pleasing to the eye but blinding to drivers. Czaicki pointed out that if anything the design is less visible at least because of the height and streamline design. McClung motioned to approve a letter of support including why the CID approves of the design and the contribution of the photo eye, Garcia seconded it, and all approved.

### **Drink Specials Presented to City Council**

The board discussed the drink specials restriction idea brought to council by the Substance Abuse Advisory. The board discussed that underaged drinking is the majority of the issue, very few establishments encourage that behavior, and the universities' interaction with the issue. McClung stated that the idea is a form of price fixing and that the board never voiced support of this, however, the presenters claimed CID support because they referenced our hospitality assessment. Czaicki stated that the CID doesn't want to tie itself to a situation that effects competition. Dushoff says that price fixing will just hurt business and it will not solve any issues because students will all drink before they go out, resulting in higher levels of intoxication. Garcia led a discussion on different versions of what the advisory has brought forward in the past and why enforcement around underaged drinking has become more difficult. Dushoff motioned that the board's stance for this situation is that they are in support of responsible drinking habits (age and amount served) but against regulation of drink specials, or price fixing in any type of business. McClung seconded this, Garcia abstained, and all else voted in favor.

### **Holiday Décor Out to Bid**

Sheals stated that strong desire has been voiced to change the current holiday decorations, so the board put it up to vote to send the services out to bid. Czaicki made the motion, Mendenhall seconded, and all were in favor.

### **Board Officers and Committees**

Sheals is holding off on this until Search and Review meets. She requested that everyone ask interested people to apply to be at-large committee members.

### **Committee Reports**

#### **Operations**

Czaicki updated the group that the landscape agreement is a work in process. We would be able to plan horticulture and streetscapes while the city would maintain it.

#### **Economic Development**

Garcia updated the group that econ has been working on defining their mission and goals for topics other than waste and grease like improving communication.

#### **Marketing Committee**

Klenke reminded everyone of the Wedding Stroll, that marketing has been planning the media day, and they have been discussing the ratio of event vs image marketing.

#### **DLC Report**

Sheals stated that the DLC meeting was all about lighting.



**CoMo 200 Report**

Sheals updated the board that they are trying to work out something to help Mark Stevenson keep some access to parking. But the plan is ready to go to council for the first read, back to parks and rec, and then back to council to get passed.

**Parking Commission Report**

McClung updated everyone on the issue with the Blue Note needing parking for their buses without taking away the visibility of businesses that lead to a discussion about the commission's power and processes. The next meeting will decide the processes. They also talked about rearranging hourly and permit parking in garages. The parking permit office was able to get through their waiting lists and found that they have 30 open spaces in one garage and 60 in another.

**Staff Report**

The board was updated about the board guide binders, insurance renewal, Wedding Stroll, True/False, budgeting for next year, and the creation of the next strategic plan.

**Public Comment**

Mendenhall stated that we need to make a suggestion to the City to shorten or start the council meetings earlier and that the county may be interested in building a garage.

**Downtown Community Improvement District  
Economic Development/ Solid Waste Committee  
February 19, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Andy Waters  
Logan Dale  
John Ott  
Jesse Garcia

**Absent:**

Deb Rust

Garcia called the meeting to order at 3:30pm.

Dale motioned to approve the agenda, and Waters seconded it.

**CVB Strategic Communications**

Megan McConachie was unable to make it and plans on attending next month

**Review 2019 Goals**

Garcia Tabled this until the next meeting when new members would be present. But recapped that so far the focus is on social media messages, expanding and recruitment, grease and solid waste, business to business communication, and business welcome packets

**Website Discussion**

Garcia stated that websites are important in the effectiveness of our communication with our constituents. Our current website is not helping our organic SEO and is not ADA accessible. We need to update or redo the website because it is outdated and difficult to access and update. This lead to a discussion on the costs of which committee's responsibility it is to work on that. Econ committee would like to send it to Exec and the full board to decide.

**Outside Event Planner and Ideas**

Garcia mentioned the name of someone he would like to talk to before this discussion or invite during the discussion and also tabled because he would like the new committee's feedback as well.

**Grease Grant and Solid Waste Update**

Steve Hunt was unable to attend this meeting and is leaving Columbia soon. Dale updated where we left off with the budget for the Grease Grant after a meeting with our accountants at GKC. We could have the contingency fund for the grant if it is not in our unmarked surplus as we believe it is. A discussion was had about the sustainability of the grease grant and Ott updated that the weather was hindering the dumpsters from relocating.

**Public Comment**

The group had a discussion about parking including the residential parking program, the garage arms, the amount of permits that just opened up, changing the meter times and days to be consistent, and the need for another garage.

Waters motioned to adjourn the meeting which was seconded by Dale at 4:25pm. All approved.

**Downtown Community Improvement District  
Operations Committee Meeting  
February 21, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Deb Sheals  
Kevin Czaicki  
Logan Dale  
John Ott

**Absent:**

Deb Rust

**Guests:**

Gabe Huffington, Parks and Rec  
Mike Snyder, Parks and Rec

Meeting was called to order at 3:30pm by Dale.

Mendenhall motioned to approve the agenda, Czaicki seconded, all approved.

**Landscaping and Horticulture**

Huffington and Snyder reported the current state of the horticulture downtown to the committee. The City's expenses toward downtown related landscaping averages about \$24,500, this includes cost and labor. Currently there are about 518 trees on the sidewalks and 10 raised-bed planters. Replacement of the beds is anticipated to increase costs, however the annual flowers put in the beds remain a fairly consistent cost. Public Works helps Parks and Rec when the sidewalk needs to be replaced due to tree roots changing the level of and cracking the sidewalks. If the business or property owns the tree, then it is that owner's responsibility to repair the sidewalk. He informed the group that the extra funding provided by the CID has kept the CID a priority when deciding Parks and Rec funding with the council, this has helped prevent reductions in funding downtown. This is beneficial to our constituents because if Parks and Rec does not own the trees, it would go back to the businesses. The committee asked if there could be a minimum match from the City to be on the safe side with our contact and Ott asked if we paid more if the City would pay more as well. Huffington said that we would likely get the better deal we did not request a match and that the City would likely pay more if we did, however it would depend yearly on the budget. Ott asked if we could get volunteers like many of the local parks have to help with horticulture and Sheals recommended adopt-a-spots inside the District.

Committee had a discussion of the different types of trees and how they grow in parts of downtown. Only fruitless trees are planted downtown to keep the sidewalks cleaner. Only certain types of trees are able to live in the small box, these include maples, oaks, cypress,

some locust varieties. After discussing the idea of making the trees downtown look more consistent, Huffington and Snyder pointed out that if we use all of the same trees, it is easy for one disease to wipe them all out. They also discussed the different ideas for horticulture downtown.

Sheals showed the group pictures of what other cities are doing with their landscaping. Dale requested that we use design elements from the CoMo 200 project down Broadway to keep the design consistent downtown and asked if hanging pots were a possibility, looking at Boone Hospital as the example. Downtown unfortunately does not have any way of irrigating planters which would make upkeep very difficult. Ott informed the group that he puts a water spigot on the side of his buildings to assist businesses in cleaning the sidewalks when needed and suggested that we request this in building codes. Czaicki offered the suggestion of less permanent planters like large pots that could be moved for different events like Denver has. Huffington said that they could look into this idea more. The committee would like to have a hardscape that would tie everything in together more so that the landscaping and horticulture would make a huge difference. They requested to get an overall masterplan for the plants and planters downtown even if the changes could not be made all at once so that there was at least a unified vision for changes made in the future. The changes will most likely not be made "wholesale" because one raised planter costs about \$30,000 to tear down, build back and maintain. The group decided that Parks and Rec will create a master plan to present to the committee when it was asked if they could do it or if the CID should hire a consultant.

Ott suggested that we add wrought iron fences to the tops of the planters to prevent dogs using the facilities in the beds and to keep people from walking through or sitting on the planters. Sheals would like to see a better mix of annuals and perennials, like shrubs, to help the planters have a better appeal year-round. Her planting motto is "spillers, thrillers, and fillers" for the planters. The group discussed heights and other design elements as well as the possibilities of getting grants.

### **Operations Goals**

Dale reviewed the committees goals including horticulture, curbs, parking, crosswalks, dedicated trash and recycling areas, funded initiatives (what should we actually be paying for), and the Ameren site. The group would like to edit the current goal list under parking. They would like to strike out Leah's name and turn it into parking liaison depending on the occasion and to add the goal of coordinating more with the parking commission.

Ott motioned to adjourn the meeting and all voted in favor at 4:32pm.

**Downtown Community Improvement District  
Search & Review Committee  
February 19, 2019  
11 South Tenth Street  
Columbia, MO 65201**

**Present:**

Deb Sheals  
Mike McClung  
Adam Dushoff  
Kenny Greene  
Robert Hohenstein

Meeting was called to order by Sheals at 3:02 p.m.

Sheals reported that Kevin Czaicki will be the CID's representative on the Downtown Leadership Council (DLC).

The Search & Review Committee reviewed the Board members' preferences in regards to committee assignments for 2019 to include in addition to the Search & Review Committee; Executive Committee, Economic Development/Solid Waste Committee, Operations Committee and Marketing Committee. Search & Review Committee agreed upon a slate of Board members and At-Large committee members to serve on the committees. Slate will be presented and recommended at the March 12, 2019 Board of Directors Meeting for approval.

Slate of officers was agreed upon by the committee for presentation and approval of the full Board of Directors at the March 12, 2019 Board meeting.

Decision reached to have one At-Large member who is a member of the Board of Directors serve on the Executive Committee.

McClung to continue his role as the CID representative on the City of Columbia's Parking Advisory Commission.

Sheals and Mendenhall to continue their roles on the COMO 200 Committee.

Discussion was held regarding the CID's 2020-2024 Strategic 5 Year Plan and the role of the Search & Review Committee. McClung recommended that the Executive Committee should be the committee that takes the lead on crafting the plan working with the other Board committees and staff. Other committee members agreed.

Committee voted unanimously to go into closed session per Section 610.021 (13) of the State of Missouri Revised Statutes. Hohenstein was requested to leave in terms of the closed session.

Committee voted unanimously to move back into open session for the purpose of adjournment.

McClung made a motion to adjourn, Dushoff seconded, meeting adjourned at 4:45 p.m.

**Downtown Community Improvement District  
Marketing Committee Meeting  
February 26, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Christina Kelley  
Mark Sulltrop  
Kalle LeMone  
Deb Rust  
Jesse Garcia  
Munir Mohammad  
Van Hawxby

**Absent:**

Lisa Klenke

Meeting was called to order by Hawby at 8:30am

Garcia motioned to approve the agenda, Rust seconded, all approved.

**Restaurant Week Review**

Davis shared the results of the surveys from both restaurants and participants. The main complaint from participants was that restaurant staff was unknowledgeable about the event in some locations. She had also received feedback from a couple surveys that the District has too many winter events. The committee agreed that the reason we have so many winter events is to drive business during the slow time when it isn't nice enough for people to want to walk around otherwise. The restauranteurs of the group felt that because of the bad weather, it would have been slower without the event. The restaurants overall did not want to move the event to a pre-fixe menu style requirement. Sulltrop stated that he added a cocktail to his restaurant week menu and it was quite successful. He and Rust expressed that even though they don't usually put table tents in their restaurant, they would for this event to promote it better a couple weeks in advance, which would also hopefully help their staff be more knowledgeable since the group still felt like the event is kept too secret by restaurants. A couple of participants were concerned their passports were not turned in properly. Committee discussed combatting that fear with a box or jar for the participant to be able to turn it in themselves at the restaurant. One idea from the survey was to have the week styled a bit more like a crawl so that they could try a bunch of different restaurants.

**Drinks in the District Review**

Davis updated the group with the reviews from the surveys and started out by stating that the weather was terrible (ice storm) so only 17 passports were turned in. 32 bars and restaurants ended up participating. Feedback was that people wanted it to happen again so the committee discussed having the event again in the summer similar to Restaurant Week but making the event longer to go through the weekend. They also discussed if the participators had been



anticipating deals after Sulltrop reported some feedback he received. LeMone pointed out that the event was elevate the perception of the quality of the restaurants and bars downtown. Rust and Hawxby agreed that it was about experience and to showcase talented bartenders, not to offer discounts. Feedback was that staff was much more knowledgeable about this than Restaurant Week, committee pointed out that this is because the bar is a much smaller and more competitive staff. Davis asked about feedback regarding it being a bar crawl or battle of the bartenders style. Committee did not feel that a crawl was best for this event but Hawxby suggested the battle of the bartenders may be a good city-wide event that could be put on by a distributor.

### **Wedding Stroll Review**

60 Brides signed in for Wedding Stroll this year, which was less than last year, but they were from all over Missouri, meaning this is becoming a regional event. More than 90 vendors were contacted about the Wedding Stroll and Davis expressed the need for a subcommittee to help with the event. Group discussed that this may have been because the event was moved to Sunday this year, which also had some negative feedback from banks and florists and some places that do not or did not open on Sundays usually. The event was too long this year as 20-30 people attended the speaker event at Orr Street Studios but very few couples attended the after parties. Garcia said that Ophelia's did so well that his wife stayed until the end of the event. Kelley also said that she had a great day and 95% of the faces in her store were new and already booked a private party from the event. She also felt that the collaborations with others in the wedding industry really helped, she had a pastry chef with her. Rust said that she had a DJ at Teller's. Mohammad suggested that we try to get the event on more aggregate wedding websites. Davis reported feedback about the need for markers for the event so the committee discussed the idea of sandwich boards, digital boards, or something similar to what Speckled Frog has and ways to prevent it from getting vandalized or stolen.

### **Coffee Crawl**

Davis proposed the idea of a coffee crawl in the District to showcase our coffeeshops. The committee met this idea with enthusiasm as a way to involve different businesses and reach out to college students. This would also appeal to a different crowd than Restaurant Week and Drinks in the District and could shake up a loyal crowd for a week. The group discussed ideas for when and how long to make the event. Ideally, they would like it to be after Labor Day, perhaps during midterms, for a week but not on a home game week.

### **Event Dates**

Committee decided and confirmed the following dates for upcoming events...

- Restaurant Week – June 9-15
- Drinks in the District – July 14-20
- Not So Frightening Friday – October 25
- Magic Tree Lighting/ Holiday Shop Hot – Nov 2
- Small Business Saturday – Nov 30
- Living Windows – Dec 6

**Public Comment**

Davis informed the group that the District is sponsoring a movie for T/F. We will receive 20 tickets, likely to be raffled off on social media, a blurb before the movie, and a big venue, the Missouri Theater.

Garcia said that Liz from Woodhaven wanted to know if we would be interested in helping them bring more of their fundraisers downtown. The committee would like to have her come to a meeting to discuss the idea with them.

Sulltrop motioned to adjourn the meeting, Garcia seconded, all agreed.

**Downtown Community Improvement District  
Executive Committee Meeting  
March 5, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Kenny Greene  
Deb Sheals  
Jesse Garcia

**Absent:**

Logan Dale  
Mike McClung

**Guests:**

Carrie Gartner (The Loop CID)

Sheals called the meeting to order at 3:35pm.

Garcia approved the agenda, Greene seconded and all approved.

**Assessed Values**

Gartner, previous director of the District, walked the committee and staff through how she used to come up with property tax estimates to predict the budget for the upcoming fiscal year. She would use the assessed value of the SBD, based on construction and residential. The SBD tax rate is 0% because it exists but was replaced in services by the CID. The previous county clerk did not provide the CIDs this information, so Gartner used the SBD as a close estimate, it is about seven parcels short of the CID. The new county clerk is working to fix this so we need to be in contact with her and provide her with our information, including our legal description which can be found in the petition. She said we need to get the shape files for the map from the City and data from the county and run addresses for the District. The committee discussed how this would affect taxes for property owners and developers potentially without them being aware of it when they purchase the parcel. Gartner also reminded them that the Lofts may be a half and half ownership that should be resolved.

Sheals also asked Gartner how to deal with the CCA still existing. Gartner said that she would write a contract for services, create a resolution and sign the contract and a check.

**TIF**

Hohenstein updated the committee on the TIF payments. The CID is waiting to receive a bill from the City for about \$3775 to the Broadway. The Tiger TIF was overpaid a few years ago so we don't have anything due to that hotel for a few more months. Both hotels are looking into tax exempt rooms and tax refunds and Hohenstein will continue to update the board on this. The committee discussed if there is a current surplus in the TIF budget from last FY.

### **Agenda for Board Meeting**

Committee discussed the following topics to put them in the board agenda: the liquid grease grant funding from contingency after talking with Logan Dale and our accountants, tracking in-house projects on the surplus or on rolled over funds. There is a potential need create a resolution to roll over the TIF into the new budget. There is a need for a resolution to spend the enhanced streetlight fund this year. The board needs to approve the directors slate and committees. The board should discuss the need for a new website or maybe just a new website contract. Jose Caldera will be at the next meeting to inform the board of the sunshine laws. Block by Block and 4A Change are supposed to come to the April board meeting. They discussed ideas for the board retreat to come up with the next five-year plan. Sheals wants the board to motion to send out a survey of constituents before this to see what they want to see and how we can address those things. They discussed that this is to get to know each other in a relaxed environment and come up with ideas rather than react to everything as usual. Venues may be a hotel, restaurant, or Boone Blind Home.

### **Public Comment**

Garcia discussed the CID hosting a meet and greet for CPD, possible venues, and time of the day. They liked the idea of having it around shift change to meet the most officers and in a more relaxed environment like the Tiger, Broadway, or Blue Note rather than City Hall.

Sheals asked Hohenstein to transfer money into the Gateway fund for this FY.

Sheals presented her idea of a compromise between the Ice Building and the CoMo 200 committee. Stevenson is going to be present at the upcoming board meeting and she would like to meet with him beforehand to discuss but place the discussion toward the front of the meeting agenda. Her plan keeps the vision of the park clear, improves safety, and may provide ADA accessible parking.

Greene motioned to go into closed session under section 610.021(13) of the Revised Statutes of Missouri at 4:47pm, Garcia seconded.

At 5:04pm, Greene motioned to open the meeting back up to the public and Garcia seconded.

Garcia motioned to adjourn the meeting at 5:05pm, Greene seconded and all approved.

**RESOLUTION NO. 2019-24**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE MINUTES  
OF THE BOARD OF DIRECTORS MEETING HELD  
MARCH 2019**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held March 2019.

Passed this 9th day of April 2019.



\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL)

Attest:



\_\_\_\_\_, Secretary of the Board of Directors

**Downtown Columbia Community Improvement District  
Board Meeting  
March 12, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Mike McClung  
Kalle LeMone  
Munir Mohammad  
Kevin Czaicki  
Ton Mendenhall  
Adam Dushoff  
Auben Galloway  
Van Hawxby  
Dave Parmley  
Kenny Greene  
Deb Sheals  
Deb Rust  
Logan Dale  
Lisa Klenke  
Jesse Garcia

**Guests:**

John Ott  
Carol Rhodes  
Matt Stephens  
Jose Caldera  
Robert Hollis  
Erin Babb  
Mark Stevenson  
Carol Stevenson  
Chris Kelley

Sheals called the meeting to order at 3:27pm.

McClung motioned to approve the agenda with Sheals amendment to switch the order of new business items 1 and 2, Mendenhall seconded, all approved.

McClung motioned to approve the minutes, Mendenhall seconded, all approved.

**Financials**

Dale provided a summary of the financials and the meeting between GKC, Sheals, Hohenstein, Birk, and himself. He updated the board on the new internal financial project tracking processes as well as how the designated funds would change (additions). He believes we have \$40,000 left in undesignated reserves after subtracting the previously designated funds to the grease

grant and the lighting project. He also believes we will come out a little over our budgeted revenue. The group discussed how the Gateways funds were doing in the Community Foundations investment accounts and considered the possibility of placing the funds in different banks and accounts to protect the money and increase the interest rate gained. Approval for the financials motioned by McClung, seconded by Parmley, all approved. Mendenhall motioned to send the Gateway funds to executive committee to look into different banks and accounts to increase the interest rates and insurance on the funds, Parmely seconded, all approved.

### **City Report**

Rhodes updated the board on sidewalk closures in the District and the construction reason behind them, including the State Historical Society Building which is having stone installed on the front. She also informed the group that the survey for the city manager position was still open and the CIDs responses were desired.

### **Police Report**

Lte. Stephens updated the board on crime downtown. He said that major crime was down and the only reports this month had been regular crime like vehicular break-ins and a couple assaults. He praised the new lighting and told the board that it was making a huge difference at bar close. The board was glad to hear the news and asked if CPD could write a letter of support to help Williams present the results to council. The board asked if he had any suggestions for downtown and he said that they have issues with Ubers and ridesharing programs stopping on Broadway and suggested the idea of a designated rideshare pickup spot or to restrict parking around the area of congestion after a certain time to give space for people to pick up passengers. These would help with traffic and crowd control by getting patrons out of the bars and downtown quicker and more efficiently. Mendenhall motioned to send rideshare parking issues to operations, Parmley seconded, all approved.

### **New Business**

#### **Sunshine Laws**

Caldera gave a presentation to the board to teach members about the Sunshine Law in Missouri. His presentation was about the law itself and meetings of public nature. He went over what constitutes a public meeting, quorums, topics, voting, mediums, records, notices, agendas, minutes, and closed meetings. His presentation can be found in the CID Dropbox or by contacting the City or CID offices.

#### **Gateway Plaza Plan**

Sheals presented the CoMo 200 plan as it currently is. She said they wanted to focus designs around safety, Columbia, and daylighting the creek. The Stevensons presented their alternate plan and reason they oppose the current plan (loss of access to their parking lot due to the drive being on City property). They fielded and answered questions from the board members. The CID would like to help the businesses by supporting a compromise between the two plans. Sheals presented her idea for a compromise as well as the compromise rendered by Parks and

Rec. Parmley motioned to pursue the compromise plan that CoMo 200 finds acceptable. Dushoff seconded, all voted in favor.

### **Board Officers and Committee Slate**

Board discussed the recommendations for the CID board officers slate and the committee recommendations made by search and review according to the member's individual interest report surveys. McClung motioned to approve the slate and committee assignments, Dushoff seconded, all approved.

### **Accounting Updates**

Previously discussed when Dale updated the board on the financials

### **Enhanced Lighting Funding**

Board was updated that an amendment to the budget was needed to re-designate previously designated funds for the enhanced lighting project in the current fiscal year budget so that the CID could spend the money (accumulated from the past) this fiscal year. Dale motioned to amend the budget, Mendenhall seconded, all approved.

### **CID Website**

Garcia discussed why we need make major updates to the website. Dale suggested we put it out to bid. Klenke believes CID should do the bid in Media Day style and invite people to present their ideas and prices to the committee responsible. Hohenstein stated that CID has \$3000 in the advertising budget for it. RFP should go to Garcia's committee, economic development. McClung motioned to send it to Econ, Dale seconded, all approved.

### **5 Year Strategic Plan**

Sheals stated that the strategic plan needs to be started. Hohenstein stated that he needs direction for the plan. Hohenstein said that he would email Deb for the 2014 stakeholder survey to work off of. No motions.

### **Committee Reports**

Committees each provided a brief update on their current projects, refer to February 2019 minutes for details.

### **DLC Report**

Czaicki had to leave before he was able to provide an update

### **CoMo 200 Report**

Discussed early with the Stevenson plan presentation and motion.

### **Parking Commission Report**

McClung updated the group that the vacant permit spaces in the garages have been filled.

### **Public Comment**



Hollis talked about GIS report, Hohenstein said he had taken care of it. Hollis recommended Hohenstein has a copy of the report from the City.

Dushoff motioned to close the meeting at 5:51pm, Greene seconded, all approved.

**Downtown Community Improvement District  
Economic Development and Solid Waste  
March 19, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Jesse Garcia  
Deb Rust  
Adam Dushoff  
Auben Galloway  
John Ott

**Guests:**

Adam White, City  
Damien Cr.... , City

Garcia called the meeting to order at 3:30pm.

Dushoff motioned to approve the agenda and Rust seconded, all approved.

**Election of Committee Chair**

Dushoff nominated Garcia for committee chair, Rust seconded, all approved.

**Confirmation of Meeting Time**

After very brief discussion if anyone would like to change the time and day of the meeting, Garcia confirmed that the committee would continue meeting on the Tuesday after the Board meeting at 3:30pm.

**City Report**

Adam White and Damien Cr... introduced themselves to the committee. They will be the CID's liaison to Solid Waste in the absence of Steve Hunt. They updated the committee on what they knew about the Wabash dumpster consolidation/enclosure process, they believe the next step is the reading at City Council but are unsure of when that will happen. They also mentioned issues with the dumpsters at 9<sup>th</sup> and Walnut behind Formosa. The group discussed the beginning execution of the solid waste master plan that will be starting downtown this year and said that they would like to wait to start new solid waste projects until after the plan is implemented.

**Liquid Grease**

Davis filled in the committee on the grease expo that she and Rust planned with Kayla from the Health Department. She updated that she has emailed the grant application to all the restaurants and that staff will go to the restaurants to hand out flyers this week. Rust and Davis provided information about a barrel option to store grease. Each drum is about \$55 and the Health Department will consider it a viable option so long as the drum is leak proof, clean, its placement is in compliance with Fire Code, and taken care of by the restaurant. Rust answered

a few questions about a fire hazard of storing grease by stating that the barrel itself would probably burn better than the grease itself in a fire. She said that a good plastic drum would probably be the ideal material, steel is okay if you watch out for rusting. The individual health inspector of the restaurant is in charge of enforcing the new ordinance.

### **Website Development**

Garcia opened the discussion by asking about the budget for the website. The group discussed where it could come out of the budget and if we have to put it out for bid. Davis, Garcia and Birk discussed options for the backend (Wix, Squarespace, and Wordpress) as well as options to integrate social media and a blog so that they all update each other. Davis put out options for who inside the District could build it and create the interactive map, she knew of Hoote Design (\$10,000-\$2100 with training CID staff) and Lift Division (copy current website with more capabilities \$300) and knows Pixel Jam could create the map (\$400). She recommended everyone look at the Downtown Boulder, CO CID website as an example (cost about \$20,000). Ott asked if we could use the new site to welcome large amounts of visitors like MSHAA, Davis and Birk would like to help and welcome visitors through blog posts. Galloway wants to make sure we have the new site set up with Google Analytics, SEO in mind, and support. The committee would like to get price estimates and take their recommendations to the board.

### **Prioritization of Committee Goals**

Dushoff would like to compare this CID to other ones to get new ideas and find out what is going on in other similar downtowns. The group discussed business recruitment and retention along with the businesses that are currently leaving or considering leaving. Rust suggested that we can make changes and plans based on what we hear from businesses about why it is difficult to do business here. This led to a discussion about parking. Ott pointed out that the increase in residents downtown, which Galloway believes has plateaued, has made parking less retail friendly and that the two hour time limit is perhaps too short. Garcia would like to see better information displayed about parking, better signage, and consistent times and prices for tickets and meters. Rust would like to see an improvement in safety of garages. The group circled back to business retention and mix. Garcia suggested that a changing demographic downtown may be the cause of some of the businesses leaving. He believes there are more affluent students and fewer locals coming downtown. Ott pointed out that we should appeal to the students but also continue appealing to the locals. They discussed the possibility of turnover being due to rent prices rising downtown. Galloway presented the idea and asked about how much the District would like to mix franchises with local businesses. He believes having a few franchises could help increase foot traffic without creating too much competition for local businesses. The group would like to do some market research on parking, rent and foot traffic and use image marketing and branding to create an environment and better perception of the District.

Rust motioned to adjourn the meeting at 4:59pm, Dushoff seconded, and all approved.

Downtown Community Improvement District  
Operations Committee Meeting  
March 21, 2019  
11 South 10<sup>th</sup> Street

Present:

Logan Dale  
Kevin Czaicki  
John Ott  
Chris Kelley  
Tom Mendenhall

Absent:

Dave Parmley

Guests:

Connor McCan, student reporter  
James Lee, Uber

Dale called the meeting to order at 3:30pm.

Mendenhall motioned to approve the agenda, Kelley seconded, all approved.

Election of Chair

Mendenhall motioned that Parmley remain as chair, Ott seconded, all approved.

Meeting Time

After brief discussion, Czaicki motioned that the meeting remains on the same date at the same time, Mendenhall seconded, all approved.

Parking for Ride Shares

Committee recapped that the police and rideshare drivers all seem to want the same thing, designated spaces for rideshare companies to pick up passengers around bar close to improve traffic flow and decrease congestion. Ott pointed out that the biggest issue area is in front of Alpine, Fieldhouse, Willie's and the Penguin. Creating parallel, pull in and pull out areas in front of those bars after 11pm would help traffic congestion. The taxi spots near there are on 10<sup>th</sup> Street by Nash Vegas. Lee pointed out that taxis need more time than Ubers or Lyfts. The rideshares would need 5 minutes maximum in a loading and unloading zone to get their passenger and get out since rideshares are sort of by appointment. Lee said that the busiest times for Ubers downtown are dinner time (7-8pm), when the students come out (9pm-10pm), and bar close (1am-3am). He says that 90% of his clients are students. He supported the idea of having a couple designed spots in garages for rideshares to stage and prepare for 5-6 minutes and pick up zones in front of Penguin, Willies, Fieldhouse, Harpos, Campus Bar, and MyHouse. Group also recapped that police want to prevent passengers from crossing the street. Dale asked Bob to ask the businesses how they would feel about the idea.

### Committee Goals

Dale led a discussion on which goals were most important to the group. Ott said his top was the Ameren site. It would be low cost to make viable once acquired and Parks and Rec has already assessed turning it into a green space. Ott believes the green space is needed downtown especially with the increase of residents and dogs.

Mendenhall put curbs as a high priority of his. He would like to have an inventory of all the curbs that need fixed downtown, especially after this harsh winter. He said that you can submit things that need to be fixed to a phone line or the city website. However, this doesn't always work. He would like Bill to collect a list and pictures of the broken curbs again to help raise awareness for the need of fixing them to council. He would like Hohenstein to lobby about it.

Committee discusses parking issues and ideas. The ideas brought forward include fixing the inconsistencies in parking times, going back to ending the meter time at 5pm, solving issues with residents parking in hourly spaces, starting the meters at 8am so the streetsweepers can actually clean, the arms in the garages not working or taking credit or debit cards. The committee would like to talk to McClung and the board about all of these topics.

The committee discussed that they felt the goals all went into downtown beautification somehow. The curbs, trash, lights, horticulture, it is a catch all goal. Huffington is supposed to have a horticulture plan at the April operations meeting. Trash is a low priority goal because we are waiting to see the effects of the masterplan once implemented. Committee would like Richard Stone to talk at an operations meeting in May or June about crosswalk safety. The City has scheduled the crosswalk scramble experiment for spring. They would like Hohenstein to make sure they don't have that intersection at 9<sup>th</sup> and Elm closed for the construction of it when the Museum opens up.

### Public Comment

Mendenhall said that Atwell wants to talk to the board about the possibility of another parking garage. The committee would like him to come in in May or June

Birk asked the committee if the CID is responsible for maintenance on the small trash cans and recyclers in the District. Committee voted to fix the recycling container lid that brought up the question in front of 308 9<sup>th</sup> St (Mendenhall motioned, Czaicki seconded, all in favor).

McCan asked if anyone would be available to talk about the Uber parking situation. Committee asked Hohenstein to.

Czaicki motioned to adjourn the meeting at 4:25pm, Mendenhall seconded and all approved.

**Downtown Community Improvement District  
Marketing Committee Meeting  
March 26<sup>th</sup>, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Van Hawxby  
Deb Rust  
Kalle LeMone  
Mark Sulltrop  
Christina Kelley

**Absent:**

Jesse Garcia  
Munir Mohammad  
Lisa Klenke

Hawxby called the meeting to order at 8:29am.

Kelley motioned to approve the agenda and Sulltrop seconded, all approved.

**Wedding Stroll Review**

Surveys sent out by Davis reported that the event was too long and too spread out. Staff and survey received multiple reports that people would prefer the event to be on a Saturday rather than a Sunday because it was outside of normal businesses hours for many participating businesses and it is an advertising event more so than a money making one. The map was reported to not be user-friendly enough and bridal parties would like better signage for participating businesses (balloons or sandwich boards to mark them). Davis would like to start a subcommittee for Wedding Stroll next year to help with organization, deadlines and details. The subcommittee could also place outside businesses if District businesses would like a collaboration but have no one in mind. Committee discussed if it was an issue that this event helps businesses outside of the District as well if they partner with businesses inside. Kelley pointed out that they help the businesses create even more of a draw to the bridal parties by having multiple vendors available to talk in one location. They also discussed that this event helps reach out to venues and services inside the District that don't get to participate in shop hops or restaurant events.

**Spring Shop Hop**

Committee passed Spring Shop Hop posters around the table. They discussed the need for businesses to not only use District promotions, but to self-promote. The businesses that seem to have the most success during events share it on their social media and website. Davis said she would include that in the business newsletter and encourage cross promotions (ie- restaurants announce event and offer specials that day).

### **Media Buy Discussion**

The media buy is next Wednesday, April 3<sup>rd</sup>. The committee will meet at 8:30am to discuss for half an hour what they want to use to promote the District (not including the website). Davis said that she can move up some of the afternoon meetings if more time slots don't fill in. Committee decided to wait until the next meeting to discuss which options to choose to give time to recap, compare, and fill in any missed information or questions. They discussed shifting around the budget and the need to ask media providers what all is included in their plans this time. The committee discussed this method of media and how it was preferred to the old method of using a third party to decide. They feel that doing the media buy themselves gives better control, better planned advertising, and the opportunity to add regular image marketing. They discussed the holiday decorations budget and if they should move some money from that to marketing. Kelley believes we should keep the money there and try to get better lighting after the current contract is up. LeMone agreed and referenced other downtowns that have so many lights that the magical feeling helps people ignore the cold and come downtown anyway. They decided to ask around to see if anyone had seen icicle lights on Wabash this year.

### **Coffee Crawl Discussion**

Davis walked the committee through the different coffee crawls she found while doing research. LeMone asked if we could do a wristband style event if a charity collected the money since we would like students to be a major participant in the event and they are very driven by local philanthropies. Rust suggested we find an organization with a large following to help us promote the event as well. The committee would like a philanthropy that goes with coffee, they're current idea is pets. The event could be registered or self-guided with donation cans at the coffee shops or a percent of sales being donated. There are seven coffee shops in the District and LeMone and Rust both said that their businesses would participate as well. The event could be sample based or experience based with an art crawl or a roasting class. The crawl would probably be in the fall right after the students return. Committee would like to get feedback from coffee shops.

### **Educational Workshops**

Davis reminded everyone that the next workshop was on small business insurance and that Stephanie Wilmeyer from State Farm would be presenting at the office on Thursday at 3:30pm. Committee requested the event get sent out to the public.

### **Public Comment**

#### **CoMo Night Market**

Davis filled in the committee on an idea that the Blue Note had about a night market like they have in their other location in Madison. It would be a small festival style event on S 9<sup>th</sup> Street that would close the road down for a night and have a couple small stages mixed in with the vendor booths. The committee discussed the idea and expressed some concerns they would like to ask the coordinator about if the CID agrees to the collaboration. Concerns include: effects on other businesses, sponsorship, the time of year, safety, and food trucks.

**Race/Wellness Days**

LeMone brought forward her idea about collaborating with or hosting races downtown and having a wellness day to go along with it. Races bring in thousands of people with the extra money to pay to run. This event could cater to businesses that CID events don't quite highlight yet including fitness studios, CBD, aromatherapy, massage studios, and health food. It could be sponsored by a local hospital as well. Committee loved the idea and requested it to be on the agenda next month.

Sulltrop motioned to adjourn the meeting at 9:48am and Kelley seconded, all approved.



**Downtown Community Improvement District  
Executive Committee Meeting**

**April 2, 2019**

**11 S 10<sup>th</sup> St**

**Present**

Kenny Greene  
Jesse Garcia  
Deb Sheals  
Mike McClung  
John Ott

**Absent**

Logan Dale

**Guests**

Matt Creedy, Engineer  
Aletha Noruell, The Big Cheese Food Truck  
Vickie McFarland, The Big Cheese Food Truck  
George Nickols, Lily's Cantina Food Truck

Meeting was called to order at 3:32pm by Sheals

McClung moved to approve the agenda with the amendment of moving public comment to the top of the agenda, Garcia seconded, all approved.

**Public Comment**

The board opened up the discussion for public comment about the food truck zoning. Hohenstein proved each vendor with a packet of documents that the board and Essing had produced to give to the City to encourage food trucks to be where food deserts exist downtown. Nickols expressed his concern to the board about the lack of progress when Leah Christian, Transit and Parking Manager requested a letter of support. The vendors and committee recapped that they had done a lot of work on this and sent it to the City, the City did not seem to know which department to send this to (health, parking, zoning) and it was dropped. The last update the vendors had received was that it was in legal with the City which can take a while. McClung said that he was asked about it in the parking committee and Sheals requested we asked the City to pick the issue back up by resending our letter of support with a mention of all the work done for this issue and asking Carol Rhodes to look into it.

Ott brought forward an issue with the right of use of one of the emergency doors in his new building opening out into the sidewalk and had his leading engineer explain the situation to the committee. They anticipate that the renters of the space will occasional use the emergency doors as a front door in which case they need a right of use permit, which the City requested people bring to the board before it request is brought before council since the board of adjustment lost many of its powers. Ott pointed out that they will be opening out into his café

Meeting was motioned to be adjourned by Garcia and seconded by Greene, all approved at 4:50pm.


**RESOLUTION NO. 2019-25**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE AMENDED  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
HELD APRIL 2019**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**


The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held April 2019.

Passed this 14th day of May 2019.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

(SEAL.)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
April 9, 2019  
11 S 10th St**

**Present:**

Auben Galloway  
Kenny Greene  
Kalle LeMone  
Munir Mohammad  
Kevin Czaicki  
Deb Rust  
Deb Sheals  
Mike McClung  
Jesse Garcia  
Logan Dale  
Dave Parmley  
Tom Mendenhall  
Van Haxby

**Absent:**

Lisa Klenke  
Adam Dushoff

**Guests:**

Robert Hollis  
John Trapp  
Mike Trapp  
Carol Rhodes  
Ryan Williams  
Leah Christian  
John Gordon  
John Ott  
Matt Creedy

Sheals called the meeting to order at 3:29pm with introductions around the room.

McClung moved to approve the agenda with the amendment of moving the "Lighting Update" up and the "Police Report" down in the order. Dale seconded the motion and all approved.

Mendenhall moved to approve the minutes with the amendment of correcting a couple spelling errors in names, McClung seconded and all approved.

McClung moved to approve the March 2019 Financials, Hawxby seconded, all approved.

### **City Report**

Rhodes updated the board about two public hearings that concern the Downtown CID. One hearing is about parking garages including changing the cameras, autopay, adding cameras to the entrances and to the top level of the 5<sup>th</sup> and Walnut garage. The other is about the replacement of the lights in the CID. She also informed the group that some of the parking spaces in front of the old CycleX building would be closed off for renovations to the building.

### **Enhanced Lighting Update**

Williams reemphasized that the public hearing for the lighting is on Monday (4/15/19) at the city council meeting. The hearing is to request that council moves forward with installing 94 more lights. He informed the group that the Water and Light Advisory Board did not endorse the project because they wanted to see more statistics first. Gordon pointed out that law enforcement statistics take three years to trend. He emphasized that lighting helps prevent crime but also stated that it is impossible for the lights to have any impact if they are not in the areas that they are needed in (the testing area is not highly trafficked at night). He said that better lighting could also improve camera imaging and the board requested Gordon to get a letter of support from the interim chief. When asked about locations the lights were needed, he warned to be careful about heat maps because sometimes the police are called in to do hotspot checks and that does not mean there is a problem since businesses can voluntarily call them.

### **Police Report**

Gordon informed the board about the two times shots were fired downtown this month. One outside of Club VibeZ and the other outside of MyHouse in the Lee's Market parking lot. He said that Club VibeZ has been very cooperative with CPD in attempting to prevent crime. In that Club VibeZ incident, two ladies fired shots into the air after being rejected from the club, one has been arrested and the other has a warrant out for her arrest. The other incident was close enough to MyHouse that the club was able to provide security camera footage of the man who fired two shots into the air. Gordon described the gun DNA testing process to the board, explaining that it takes a while because the testing list is backlogged. When asked about summer policing downtown, he said that June would consist of touch and go policing to break up the "pods" of people congregating downtown and compared it to the heavy staffing on weekend nights that they currently have downtown. They will continue to use community-based policing.

### **Grease Grant Update**

Hohenstein updated the board about the Grease Expo. All grease servicers were present except one and there was minimal attendance by restaurants. External tanks need City approval but are unlikely to get approval if the tank is in the right of way. There are seven applicants for the grease grant so far.

### **New Business**

#### **4A Change**

John and Mike Trapp updated the board on the work they have been doing downtown. They have performed 33 days of outreach and 88 days of contact. They found housing for three homeless individuals and dispersed the 15-problematic people (violence and stealing) at Flat Branch Park. Three individuals are in detox, three are housed, some of them are in jail, and one was bussed away. Flat Branch Park is currently free of problematic frequenters. For the rest of their current contract, they plan on focusing on the panhandlers in the CID. This is more labor intensive, but the hope is to engage the individuals and hopefully move them into employment. The board asked questioned about a couple of new homeless people that are a bit more aggressive. The Trapps have talked to them while they are exhibiting problematic behavior but asked the board to call them if they find the pair in a less intoxicated state.

### **Right of Use Request**

After explaining issues with the building's exit doors, Ott and Creedy asked the board for a letter of support for a right of use permit for the convention center in the Parker Building on 10<sup>th</sup> and Walnut after explaining the door situation. The current plan for the convention center includes an outdoor dining area that will be enclosed with planters. The issue is that the doors currently open out onto the sidewalk making them functionally emergency only doors (sliding doors did not work with the plan). The two single doors and one set of double doors would open out into the café dining area and not the sidewalk. There is still 5 feet left of sidewalk with the café. Ott requested a letter of support of the right of use permit needed for the café and doors. McClung moved to send the letter, Parmley seconded it, and all approved.

### **Food Truck Zoning**

Hohenstein found Gartner and Essing's work on the 2014 food truck ordinance and work for the 2017 ordinance request. The CID did a great amount of research and surveying to offer three more zones for food trucks. In 2018, the CID sent a letter of support for the ordinance update. The request included 3 newly approved zones and shortening the requirement for food trucks to be a certain distance from existing restaurants from 300ft to 100ft with approval from all the restaurants in that radius. 300ft from a restaurant is extremely difficult to find a location for food trucks because downtown is condensed. Ott pointed out that approval is important from all businesses in the case that food trucks block the signs of one-story buildings. Christian suggested that the board approve the old spaces that they still feel comfortable with, keep the measurements, and restart the process otherwise. Czaicki moved to approve the courthouse space, reduce space to 100ft and send the topic back to the economic/solid waste committee. McClung seconded the motion and all approved.

### **Stakeholder Survey/Board Retreat**

Sheals updated the board that Davis sent out a survey to the public to lay the groundwork for the upcoming five-year plan. Over 200 people have already filled it out. She encouraged everyone to think about their own personal goals to accomplish with the CID and let them know to look out for the plan for the board retreat to discuss the five-year plan.

### **Gateway Plaza at Flat Branch Park**

Sheals quickly presented the three options that are going before the council on Monday.

Option 1 is approved by the COMO 200 Task Force, Parks and Recreation, and the Downtown Leadership Council. Option 2 covered the first part of the "Columbia" sculpture as graded by Arcturus with a parking lot. Option 3 is a potential compromise between the first and second options. Czaicki said that Tim Teddy was not at the last DLC meeting but had said that the driveway that covers the sculpture in Option 2 was supposed to close anyway to make the road safer. Sheals reminded the group that the CID the right of use for the city land and are putting a lot of money into the project so the board needs to come to a conclusion. McClung suggested that we could trade land for land, but the City needs to retain ownership of the parking lot if a trade happens so that it can be used if the building is eventually sold. Garcia would like the decision to be made based on the best long-term use for the land for the City. The group discussed the situation of the tenants of the building next to the park because they were not informed that the parking lot was owned by the City and not their landlord before they signed a lease and moved in.

McClung motioned that if Option 2 was selected by council, the CID would have to reconsider its financial support of the project and Parmley seconded. Hawxby and Mendenhall abstained, and all others approved.

Mendenhall moved that the CID support the third option, the motion was dropped. McClung motioned that Option 1 was preferred but Option 3 could be acceptable if a compromise was needed with a few changes...

1. One less parking space within the parking area, that space being the one farthest north, closest to Broadway.
2. The Stevensons provide in perpetuity an easement which will allow vehicles to enter the parking area off of Broadway, east of Providence Road.
3. The parking area shall contain metered public parking spaces.
4. The parking area shall include one handicapped parking space.
5. The Stevensons, in exchange for access to the parking area, will permanently transfer ownership of the property they currently own in and along Flat Branch Creek to the Project. (As shown in Option 2.) The transfer of ownership shall be at a price of \$0.00 and will not have any restrictions attached to the transaction.

Parmley seconded the motion, Hawxby abstained, Mendenhall and Garcia opposed, and all other board members approved.

## **Committee Reports**

### **Operations**

Dale updated the board with the committee's goals and the rideshare parking project. Hohenstein is to speak with all the businesses in the area as well as the CPD.

### **Economic Development**

Garcia updated the board about grease, website development, and committee goals. Czaicki told Garcia he would help him look into building an app for the District.

### **Marketing**

Hawxby updated the board on the Media Buy Day, the execution of the Wedding Stroll, and the idea of the Coffee Crawl.

**DLC Report**

Czaicki informed the group that the DLC is focusing on sustainability for Columbia.

**Parking Committee**

McClung updated the board that the gate arms on the parking garages should be working by the end of the summer.

**Public Comment**

Hollis reminded Hohenstein to be careful about keeping confidential tax information confidential.

Parmley moved that the meeting be adjourned at 5:45pm, Czaicki seconded, all approved.



**Downtown Community Improvement District  
Economic Development Committee  
April 16, 2019  
11 S 10<sup>th</sup> St**

**Present:**

Jesse Garcia  
Deb Rust  
Adam Dushoff  
John Ott  
Auben Galloway

**Guests:**

Adam White

Garcia called the meeting to order at 3:30pm.

Rust motioned to approve the agenda switching the order of topics, Galloway seconded, all approved.

**Website Development**

Davis compared local website companies Hoot, Lift, and May. Hoot would cost about \$2000 to build the site with CID staff and train staff how to do everything for the site in a day and include the interactive map from Pixel Jam for an extra \$1000. Lift and May both gave bids for \$5000 to update the current site or rebuild the site with an extra charge for the map, making it over the \$3000 budget for this project have no issues or warnings when using the site. SSL is another annual fee. Garcia pointed out that we need make the website ADA compliant when creating it. We also need to figure out how to switch the domain to the new site seamlessly. The committee is in favor of maintaining Delta to host the site. Davis also asked photographers for bids shoot photos to fit the look and feel of the new website. Only one responded with bid of \$800. Garcia suggested finding photography interns and having them permanently releasing the right to the photos to us. Committee will recommend Hoot to the board at the May meeting.

**City Report – Solid Waste**

White started the discussion by talking about what he found out about the sidewalk trash receptacles. The City takes out the trash but the CID provides the cans and the labels. He updated that the City is building corals for the trash compactor at Wabash and that the compactors behind the Penguin and behind 5<sup>th</sup> St will each be removed for a week to clean and repair and to fix the corals around them. The enclosures to replace the current ones will be temporary and then gradually become more permanent. Galloway asked about how the locations of the sidewalk trash receptacles were decided and no one in the committee knew. He requested that if possible, the containers at 5<sup>th</sup> St and Walnut be moved to the other side of the street because it is more highly trafficked. White said he would look into how the containers are attached to the sidewalk and see if this is possible. Davis pointed out that if they are movable, the one in front of Tony's Pizza needs to be moved as well because its current

position does not allow for the 5ft of sidewalk required to meet ADA regulations. Ott brought up that no maintenance plan was ever created for that sidewalk trash receptacles and he would like to see that change in the new budget. They discussed current issues with denting, damage, paint and powder coating. Committee would ideally like to have replacement parts for cans and would like Bob to find out where the cans were originally purchased from, how to get parts, any warranties, how the cans were placed, and to get an estimate from a powder-coating place in Fulton.

Ott also brought up the need to finish undergrounding power lines in the District and would like to remind the City that this CID project is still not complete before they move on to undergrounding the Loop.

White told the committee that the CID can put in a request for a recycling container to be put into the enclosure at 5<sup>th</sup> St and in Alley A between 8<sup>th</sup> St and 9<sup>th</sup> St due to need. They discussed having a day to dispose of furniture for residents of downtown to keep the dumpsters clear otherwise. Dushoff asked if the recycling is still profitable for the City and White said that Columbia's recycling is cleaner than many other cities making it easier to market. They currently sell a lot of it to Canada. Glass is the most difficult to sell because it gets broken up in the cleaning and compacting process and the different types mix together. White said that ideally the City would be able to have glass in its own recycling container so the larger, easier to sort pieces are more valuable. Cardboard is the easiest to sell and plastic depends on the number of the bottom.

### **Mobile Food Trucks**

Committee discussed what the board's actions were and what they wanted to get out of sending the topic to the economic development committee. Ott stated that he doesn't believe food trucks should be allowed to be in front of one-story buildings, retail or restaurant, because the trucks block the line of sight from the road to the business' sign, hiding the brick and mortar location. Committee discussed the zone in front of the courthouse that was approved by the board and why it is ideal along with what made certain places better than others. When discussing the distance, the food truck should be from a retailer or restaurant, Rust and Dushoff agreed that it would not concern their restaurants if a food truck was outside so long as it was not blocking their restaurant or serving the same type of food. They want to ensure that everyone can have a say where food trucks can park if it is near their business. 300 ft from a restaurant seems impossible as 150ft is about half a city block or the start of a block to an alley. They would like to recommend 100ft with wording a to make sure nearby businesses could oppose the food truck zone if they wanted to and making sure that the truck is not blocking a business. They would like to approve the 7<sup>th</sup> St and 8<sup>th</sup> St zone on Walnut but not the zone between 10<sup>th</sup> St and Orr St on Walnut. Garcia proposed the idea of, in the future, creating a food truck court as other cities have done to make food trucks their own attractions. Other cities have music, playgrounds, tables and more to create a park-like environment. He would like to see if a test at the Ameren site would be possible.

### **Phone Calls to Other CIDs**

Hohenstein talked to three other CIDs about what their Economic Development Committees do. He is trying to connect with 5 similar CIDs. He contacted Ames, IA, Bloomington, IN, and Boulder, CO. The overall feedback he got was that their economic development committees attain, attract, and retain businesses. Some of them even liaison between financial institutions and businesses in the beginning like the Chamber does here, others write out processes to help expedite processes like building, development, and street and sidewalk closures. They monitor city investment into their areas to make sure that at the very least, the city maintains efforts and funds going into their CID area. Some focus on sustainability, arts, culture, and quality of life downtown.

**Public Comment**

Davis remembered that she would like to add walk throughs on the website for how to plan events, rent, buy, and close sidewalks and streets downtown.

Garcia motioned to adjourn the meeting at 4:52pm, Dushoff seconded, all approved.

**Downtown Community Improvement District  
Operations Committee**

**April 18, 2019**

**11 S 10<sup>th</sup> Street**

**Present**

Kevin Czaicki  
Tom Mendenhall  
Dave Parmley  
John Ott  
Logan Dale  
Chris Kelly

**Guests**

Gabe Huffington

Parmley called the meeting to order at 3:29pm.

Mendenhall moved that the agenda be approved, Ott seconded and all approved.

**Landscaping Update**

Huffington walked the committee through the planter ideas Parks and Recreation have come up with. He would like the material to tie into the materials used at the Flatbranch Park extension. Ott suggested using limestone to help it tie into the rest of downtown since that is a commonly used stone here. He brought up concerns with the planter idea with a ribbon for people congregating on it. He and Gabe discussed feathering, narrowing or sloping the ribbon around the bed. The committee discussed pros, cons and concerns with each of the designs. Davis brought up planters on lights, Huffington said that they are nice but difficult to water and many that you see have built in irrigation systems. Huffington stated that he needed a few estimates for the designs and that it would be an option to move the excess sidewalk or even extend it because it has a good amount of space before the parking spots as long as the normal sidewalk wasn't affected in a way that causes issues with ADA regulations. Committee debated perfect height of planters to keep people and dogs from walking through them and keep the salt out in the winter but also not be tall enough to tempt people to sit on them. The District signs (bulletin boards) near the planters could be moved down the sidewalk to increase visibility for the road and increase "dead space" on sidewalks to make seating outdoors easier for restaurants. They talked about making planters adopt-a-spots to encourage a variety of plants. Dale asked Huffington if it were possible for City departments to collaborate enough that salt in planters would be less of an issue. Huffington said that he could come back in a couple months with cost estimates, public works requirements, and the horticulturist's opinion.

**Damaged Curb Update**

Bill from Block by Block has documented with pictures over 50 broken curbs and 2 planters. He is only a third of the way down documenting the whole CID.

### **Ride Share Update**

Davis updated that Hohenstein is waiting to meet with the police to see what ideas they have for the ride share spaces, what they do and don't want to see before talking to businesses on that stretch of Broadway. The committee discussed using the current taxi spaces as multi-use spaces or if having separate spaces or even separate lanes would be preferable. They also discussed having a rendezvous place for ride shares similar to what Stripes does across from Ragtag. The police dislike the current perpendicular parking at night, committee discusses closing parking there at to create multiple lanes for pickup. The committee got on a side discussion about open container laws and decided that they would like to ask the police if the taxis actually use all the current stands.

### **Parking Garage**

Mendenhall updated the group that Atwill would come to the operations meeting on June 20<sup>th</sup> to discuss a county parking garage.

### **Other Discussion Items**

Committee had quick mentions of which committee is working on food trucks (Econ) and CBD zoning.

Czaicki moved the adjourn the meeting at 4:09pm, Dale seconded, all approved.

**Downtown Community Improvement District  
Marketing Committee  
April 23, 2019  
11 S 10<sup>th</sup> Street**

**Present**

Van Hawxby  
Jesse Garcia  
Deb Rust  
Kalle LeMone  
Lisa Klenke  
Mark Sulltrop  
Christina Kelley

**Absent**

Munir Mohammad

Hawxby called the meeting to order at 8:31am.

Sulltrop made a motion to approve the agenda, Rust seconded, all approved.

**Election of New Committee Chair**

Rust expressed interest in becoming the chair for the marketing committee. Hawxby stated that he would gladly relinquish the title. After brief discussion if anyone else was interested, Hawxby moved that Rust become chair, Sulltrop seconded, all approved.

**Media Buy Discussion**

Committee started the discussion asking if they wanted bits and pieces of media from a lot of places or more from fewer places, the main concern being lack of add-ons and worse prices. They debated spending money on consultants for digital media and events or spending more on our own in-house social media so that we could do more. They all agreed that they did not want someone to completely control all the media buying like they had in the past because it was not a good situation. Rust wanted to change that half of the media budget went to Fox and KMIZ and Garcia agreed with her. The committee came to the consensus that they should keep some money for tv but significantly decrease it and use what we do spend for image marketing more than event marketing. They are leaning against using door mailers or glossy magazines. They want to move to using 40-50% of the budget to digital marketing; newsletters, Google ads and analytics, social media, SEO, geofencing, online advertising. The committee discussed the ROI on current media spending and the lack of proof they have of some medias having any effect. The responses received back from event surveys were limited but showed that people found out about our events through posters and social media. Garcia pushed the group to change the way the CID markets and brands, the group likes the idea to put more emphasis on image and less on events to be more effective and consistent. The committee discussed the

idea to create brochures for downtown, different prices, producers, and styles. It could be a better map or a binder in hotels even. The brochure/ booklet seems to be a favorite idea and they would like more proposals for that (\$5,000) and for digital media consulting(\$20,000). The committee then went through the media buy list and evaluated which deals they would like to look more into and which ones to reject. They then discussed keeping direct mailing but changing the image from events to image marketing and then changing it to a quarterly postcard. They also discussed the need to set aside some money for sponsorship opportunities, sandwich boards or other way finding for events and the need to work more closely with the CVB.

### **Meeting Date and Time**

After discussing everyone's schedule, Hawxby moved to change the meeting to 3:30pm instead of 8:30am still on the fourth Tuesday of the month. Sulltrop seconded. Kelley absented, all others approved.

### **Coffee Crawl**

Davis talked to multiple coffee shops, they were interested in the coffee crawl having booths and classes. She also found an event that moves around the country called the Caffeine Crawl. Kansas City just had one and St. Louis will have one the weekend of Memorial Day. She emailed the coordinator to see if they would be interested in having one here and he seemed very interested once she told him how many coffee shops were in the District. They do require \$1000 sponsorship to guarantee some pay for coordination. The committee seems to be willing to pay that as long as it can be limited to a District only event with the CID sponsorship. The committee would like to send Davis to the one in Kansas City to see if it is what they have in mind. The coffee shops would like the event in fall, preferably October on a weekend that is not on a home game.

### **Wellness Festival**

Committee discussed many ideas for the wellness festival idea to highlight fitness studios and wellness products and services in The District. LeMone compared the idea to the Turkey Trax but on a day when businesses are actually open for the racers to come eat and shop after the run. They like the idea of a 5K run/walk right before businesses open so they are minimally affected by the rolling street closures but then can go to the wellness crawl right after the race. Committee talked about participating more in the races that currently occur downtown and partnering more with those events. They also talked about local people who plan races, making it a wellness crawl like a pub crawl and surveying wellness industry people to see if there would be enough buy in to make the event a successful one.

### **Educational Workshops**

Davis said she would contact financial places now that tax season is over. LeMone would like a workshop on website analytics and SEO. Kelley would like to see Diversity and Inclusion return. Davis said that Hoot and Poppy are interested in doing a basic social media interaction crash course in January. Kelley also encouraged Davis to see if presenters would be willing to give

away a bit of one on one time in exchange for shout outs on social media to encourage attendance at the workshops.

**Public Comment**

None

Garcia moved to adjourn the meeting at 11:26am, Kelley seconded, all approved.



**Downtown Community Improvement District  
Executive Committee Meeting  
May 7<sup>th</sup>, 2019  
11 S 10<sup>th</sup> St**

**Present:**

**Jesse Garcia  
Kenny Greene**

**Absent:**

**Deb Sheals  
Mike McClung  
Logan Dale**

**Quorum was not met, meeting cancelled.**

**RESOLUTION NO. 2019-26**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE AMENDED  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
HELD MAY 2019**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held May 2019.

Passed this 11th day of June 2019.

  
Chair of the Board of Directors

(SEAL)

Attest:

  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
March 14, 2019  
11 S 10<sup>th</sup> St**

**Present:**

Kalle LeMone  
Munir Mohammad  
Auben Galloway  
Adam Dushoff  
Kenny Greene  
Deb Rust  
Deb Sheals  
Jesse Garcia  
Kevin Czaicki

**Absent:**

Lisa Klenke  
Logan Dale  
Dave Parmley  
Mike McClung  
Van Hawxby

**Guests:**

Leigh Lockhart  
Carol Rhodes  
John Gordan  
John Ott  
John Koch  
Bill York  
Robert Hollis

The meeting was called to order by Sheals at 3:29pm.

Mendenhall moved to approve the agenda, Galloway seconded, all approved.  
Mendenhall moved to approve the minutes, Czaicki seconded, all approved.

Hohenstein summarized the financials, highlighting that the sales tax collection for the current year ended in April, collections were up overall from last year but May was down. Mendenhall requested that the board look into lowering the property taxes because the assessments were up. Mendenhall moved to approve the financials, Greene seconded, all approved.

**City Report**

Rhodes updated everyone that City Hall has been rather quiet this month. She gave kudos to Block by Block for the work that they do and thanked them for keeping downtown clean.

**Police Report**

Gordon reported that there were not many issues with the students at bar close despite finals and graduation coming up. He then covered the recent shooting in front of Club Vibe. CPD was able

to prevent a retaliation shooting. Plaza Tires and Commerce Bank were both responsive to the issues. Plaza will now close their parking lot after they close, and Commerce sent a letter to allow CPD to move people off the lot for trespassing. They were able to find the car and four suspects related to the shooting. The shooting is believed to be a part of gang violence. The board had a discussion with Gordon about if security cameras in hot areas would help or not. He believes that generally cameras do not help much, they must be facing the right way, they are not always in the right locations, and they typically do not deter crimes. He said that the type of camera that may help is typically \$16,000-\$32,000 and take up a parking space. He and Sheals reminded everyone of the upcoming CPD Meet and Greets at the Blue Note on Wednesday.

### **Grease Grant Update**

Hohenstein updated board members that 6 businesses were interesting in using the program and one had already installed their tank.

### **Mobile Food Truck Zones**

One of the mobile food truck zones that was sent to economic development for further consideration was found favorable on Walnut and the other, in front of Artlandish, was not.

### **New Business**

#### **Block by Block Report**

Koch reminded everyone that Bill York started managing the Block by Block team for the District after the board signed their first contract with them in November 2015. The BBB four-person team has removed 188 pieces of graffiti in 2019. The quick removal of graffiti in the District has caused the appearance of it to decrease significantly. Koch also said that the murals and artwork found in the District helps because graffiti artists typically won't mess with someone else's art and encouraged more murals. He stated that having the bulletin boards for help keep the CID looking clean because it gives people a designated place to flyer. The team has removed 13,204 pounds of trash off the street in 2019 already. They have recycled 531,150 cigarette butts. The BBB team's next mission is to take care of the gravel accumulations that happen with the snow and rain. They will also add streetlights and dog waste to their District audit to track burnt out lights and problem areas for pet waste. He briefly covered the types of services BBB can also provide.

#### **Website Development Update**

Davis updated the board that the CID staff would like to move forward designing the website with Hoot Design Co. She compared their offer with the other offers she received from local website designers. Hoot Design would help and train staff to create the new website and Pixel Jam could design a new interactive map for the site for an extra \$1000. Czaicki moved that the staff move forward with this new plan for the new website, Mendenhall seconded, all approved.

#### **2019 Stakeholder Survey**

Davis told the board that 474 people responded to the survey, most were customers and the second largest group to respond were people employed in the District. Overall, respondents were pleased with the appearance and viability downtown (cleanliness, decorations, and events), their main concerns were with panhandling, safety, and economic development with the recruitment and retention of businesses. They wanted to see more beautification, more police, and more economic development. There were concerns for parking but also a strong desire for pedestrian areas and streets. Marketing was the least concern for respondents. The board launched into a

discussion with Koch about panhandling and he stated that the best way to stop panhandling was to have enforced City ordinances in place or disrupt the source of income for panhandlers. BBB has an "It's okay to say no" campaign to educate the public. The board sent the panhandling issue to economic development for further research. Davis put the survey results on Dropbox so the board could view the details.

### **Board Retreat**

Davis updated the board that the board retreat would be on June 25<sup>th</sup> from 9am-12:30pm at Pressed. Sheals encouraged everyone to come with one large change they would like to see in the CID and one smaller change with ideas for committee goals as well.

### **Letter of Support for the Climate Action Plan**

Sheals asked the group how they feel about supporting the Climate Action Plan. Mendenhall said that he would like to be able to analyze it more. Czaicki said that the DLC wanted more information and the group that created the plan did not answer their questions, particularly about where their research came from, particularly about methane gas as their part in the plan about it seemed outdated. The DLC asked the group to analyze the report more and they were rather defensive about the plan. The board decided to postpone that letter until more research was done, the plan is supposed to go to council on June 17<sup>th</sup>.

### **CID Rep on the DLC**

Czaicki and Sheals asked everyone on the board to consider being on the Downtown Leadership Committee to represent the District. The DLC's work often overlaps the CID but does not always reflect the best interest of the business owners and having representation has been quite effective at solving issues with lack of communication or miscommunications. Czaicki is unable to continue due to the change in meeting time which is now the 4<sup>th</sup> Wednesday of the month from 4-5pm.

### **Sidewalk Café Ordinance**

Lockhart informed the board that the SBD made it possible for sidewalk dining and open container on patios to exist. She believes that the CID's intentions with the regulation of enforcing sidewalk dining were good but that the City's implementations of those were not ideal. She knows that complaints about enforcing the sidewalk ordinances started with Room 38's sidewalk dining that took away two parking spaces. She showed the board pictures of all the different outdoor dining in the District and asked the board to revisit the ordinance change because of the dining experience at Sparky's and Lakota versus Room 38. She also pointed out that all the cities that were used as examples when crafting the ordinance are much more pedestrian friendly and did not translate well to our drivable streets and relatively narrow sidewalks. She believe that permitting all outdoor dining the way the City has currently set up is overreaching and offensive for most of the outdoor dining downtown especially since right of use permits downtown are supposed to be screened by the CID before the City now. She would also like to have a better description for sidewalk cafes like the serving of alcohol, table service, and structures. The board sent the issue to operations to be revisited with Leigh and other restaurants to stop the overregulation.

### **Committee Reports Operations**

Cazicki updated everyone that at the last meeting, operations talked to Mike Synder about horticulture for planter and plant plans as well as the sidewalk right of way.

### **Economic Development**

Garcia updated the board that they came to a conclusion on the website as discussed and are now looking into photography budgets, hashtags for the site, photographers and intern programs to get pictures. They also briefly discussed solid waste and the changing of the enclosures.

### **Marketing**

Rust informed the group about the progress on the media buy.

### **DLC Report**

Czaicki briefly reminded everyone of the new meeting time and encouraged them to join.

### **CoMo 200 Report**

Sheals was pleased to report that the master plan had been approved by City council and the group would now be working on funding the park. She discussed the misleading commercial about the gateway project. She expressed the need to begin taking money out of the Gateways Fund to begin detailed designing of the park. Hollis noted that the CID still needs a written agreement with the City before spending the Gateway money. Cazicki motioned to get a written agreement with the City, Sheals seconded, all approved. The CID can refine the Gateway plan without an agreement. Sheals suggested to use up to \$50,000 to design the park and Czaicki moved it, Galloway seconded, all approved.

### **Parking Commission**

McClung was not present to provide a report.

### **Staff Report**

Sheals asked Hohenstein to find out about competitive bidding requirements for the CID and to ask Rhodes about what is happening with the Broadway Hotel Tower and to move it forward.

At 5:28pm Czaicki motioned to adjourn, Dushoff seconded, all approved.

**Downtown Community Improvement District  
Operations Meeting  
May 16, 2019  
11 S 10<sup>th</sup> St**

**Present:**

Kevin Czaicki  
John Ott  
Chris Kelley

**Absent:**

Tom Mendenhall  
Logan Dale  
Dave Parmley

**Guests:**

Richard Stone  
Leigh Lockhart  
Mark Sulltrop  
Bill York  
Scotty, Sparky's

Ott cancelled the meeting at 3:40pm for lack of a quorum.

**Downtown Community Improvement District  
Economic Development and Solid Waste Committee  
May 21, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Auben Galloway  
Adam Dushoff  
Jesse Garcia  
John Ott

**Absent:**

Deb Rust

**Guest:**

Adam White, City

Garcia called the meeting to order at 3:38pm.

Dushoff moved to approve the agenda, Galloway seconded, all voted in favor.

**Solid Waste Report**

White updated the board that eight CID trash containers were found in City storage. The trashcan on the corner in front of Tony's Pizza will be moved to be ADA compliant. Galloway suggested the CID use the eight resurfaced cans for bus stops and the North Village Arts District. White also let the committee know that Wabash would be losing recycling temporarily while the compactor was being relocated leaving businesses in the North Village to walk their recyclables a few blocks to the temporary container. Committee wants to contact Dave Nichols about the progress on the masterplan to implement changes quickly to improve situations similar to this one. They would like the status update before schools start again to get the enclosures done and fixed and use sustainability as leverage to do so. The group discussed the placement of the dumpsters in Alley A behind Broadway Brewery and under apartments as neither owner wants the dumpster near them. White also said that throughout the summer they would temporarily close dumpsters so that they can be power washed. This would improve smell, appearance and greasiness. The process takes a while because the City has to block off adjacent storm drains to prevent the runoff from getting into the storm water.

**Website Development**

Davis updated the committee that the board approved staff to move forward with Hoot Design Co. Kristen, who would help with the website, was currently out of town but Davis and Birk would have a planning meeting with her soon. Davis has estimates that the new website would take about a month to a month and a half. The committee agreed to use Squarespace as the website's platform and had discussions about the branding and how deep the filters for the interactive map could go. Ott recommended that staff ask the board to donate their pictures of downtown. Garcia discusses intern photographers with one-way access to Dropbox and the group liked the idea of using photographs from our social media. The group would also like to use the new site to enhance perception of parking and safety downtown.



### **Mobile Food Truck Zones**

The committee would like to send a letter of support for the 4<sup>th</sup> food truck location so that it can go to council. They re-evaluated the current food truck zones and would like to see the 300 foot buffer changed to 100 feet.

### **Panhandling**

Garcia stated that his friends in the CPD believe there is a record high of panhandling in Columbia. He does not feel that this is the same issue that 4A Change is hired to deal with because many of the panhandlers are not actually homeless. There is a difference between aggressive panhandlers and the homeless community members. He updated the group on what Block by Block can offer to help with panhandling issues, that is to disrupt their ability to make money in the area. They offer strong boxes or to have an ambassador next to the panhandlers. They discussed the possibility of a no sit no lie ordinance which could help loitering as well after bar close, however the committee is also afraid of overworking CPD. The committee wants an approach that is sensitive to the actual homeless population but doesn't allowed the housed pan handlers work the system. The committee considered a press release to explain whatever method is selected as well as ways to disrupt panhandler's income without hiring a service for it through educating the public. They would like to hear a bid from Block by Block.

### **Committee Goals**

The committee discussed their currently written-up goals and discussed edits to the list. They would like to improve the quality of experience in the District and under that work towards improving panhandling, safety, and beautification. They would like to work on recruiting more businesses and begin that process with getting downtown statistics to realtors. This information would need to be collected and that would be the short term goal under this long term goal. They want information with foot and traffic counters, tax revenue, bench marking information for marketing the area, nicer maps and brochures and information about what the District offers, set up meetings with commercial realtors to encourage businesses types that do not currently exist downtown such as make-up, grocery, or eyewear. They would also like to improve the perceptions of downtown in terms of safety and parking and see information on the new website to help with this. They would also like to re-engage Columbia residents who do not take advantage of the District.

### **Public Comment**

Garcia asked the committee what they thought about bringing car shows downtown. They liked the idea, especially during the summer when there is extra parking, but they agreed that spots in the show would have to be limited. Ott also wants to make sure that the CID was not the one to plan the show, but to direct the already existing car show in Columbia to downtown. The CID could even help get the event coordinator to the City's special event planning committee as a one stop shop for any street closures and special licensing. The committee liked the idea to spread the parking areas for the cars out so that visitors would have to walk past businesses to get to the next place.

Dushoff moved to adjourn the meeting at 5:21pm, Galloway seconded, all approved.

**Downtown Community Improvement District  
Marketing Committee  
May 28, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Deb Rust  
Van Hawxby  
Munir Mohammad  
Jesse Garcia  
Kalle LeMone  
Mark Sulltrop

**Absent:**

Christina Kelley  
Lisa Klenke  
Bob Hohenstein

Rust called the meeting to order at 3:32pm  
Garcia moved to approve the agenda, Sulltrop seconded, all approved.

**Spring Shop Hop**

Committee pointed out that none of the retailers were present. Kelley told Davis before the meeting that she wasn't sure that was the best weekend for Spring Shop Hop. The committee discussed other possible times for it like early April, about the week before Easter. This led to a discussion of what the target market for that Shop Hop was whether it was for Mother's Day or for the Holiday. It occurred on 6 Mom's weekends and many of those families went to wineries. They would like to ask the retailers if the 18<sup>th</sup> or 25<sup>th</sup> would work better.

**Media Buy Discussion and Approval**

The committee quickly reviewed the media buy selections with a leftover \$5000 for extra opportunities and went into detail about the booklet. They set aside money for the booklets but the printing costs are incredibly high so Davis presented alternatives to a booklet like trifold brochures, six-fold maps, sheet maps, etc. The committee liked the idea of the six-fold map with a directory on the back and a little bit of space to write editorial pieces. The information would be easily changeable this way especially if the printing was broken up into quarters or thirds so that 30,000 were printed a year but not all at once. They could go to the CVB, businesses, hotels, airports, hospitals, campuses, realtors, student housing, Connection Exchange, and parents. Hawxby moved to about the media buy budget, Garcia seconded, all approved.

**Way-Finding**

Davis wanted to double check that the committee was okay with the sandwich boards before she ordered them for \$2000. She presented the idea of lawn signs as an option as well. She already found balloons to use as wayfinding during events. Garcia suggested lawn signs but realtor style so that they were changeable for dates and they could be placed anywhere in town or in the District. The group is concerned with creating extra work with the sandwich boards and who would be responsible for taking them in and out as well as vandalism. The CID could even use corrugated vinyl with stickers for dates instead.

### **Restaurant Week**

Davis said that 28 restaurants were participating in this Restaurant Week. Passport and posters for the event were printing. Posters will be dropped off everywhere as soon as possible and passports will go into retailers then as well. Passports, cheat sheets for servers, and Restaurant Week packets will be dropped off at Restaurants the day before the event. She also reported that Hohenstein talked about the event on Paul Pepper and that should be airing June 4<sup>th</sup> on KBIA.

### **Drinks in the District**

Davis updated the board that she was waiting to start the event planning until Restaurant Week planning was done. She reminded them that the event is moving up to a full week in July, the 14<sup>th</sup>-20<sup>th</sup>. Dog Days is July 25<sup>th</sup>-28<sup>th</sup>.

### **Coffee Crawl**

Davis went to the Caffeine Crawl on Friday and followed the organizer around. She said that the tours were about \$26-\$32, each participating coffee shop seemed to be offering something different, were mostly sponsored, and each participating business hosted about 2 tours a day so they could still function as usual. Those taking the tours clearly knew they were participating due to the registration process. The event seems to attract a more middle-aged crowd from the surrounding areas of St. Louis. She felt the company did an excellent job running the event. If implemented in the District, Jason would organize it, the coffee shops would know when the tour was coming similar to the Culinary Tours, the District would put in \$1000 to ensure the event occurs and be the top sponsor, the event would stay inside the District, and we would have at least 8 participating businesses. She also liked how participating businesses all had their social media listed. The committee likes the outcome but would like Davis to ask about average attendance.

### **Review Goals**

Davis reminded the group that Sheals would like everyone to personally have a big goal and a small goal for the CID and to review the survey results before the board retreat. The committee would like to change their goals to reflect their media buy decisions and focus more on digital marketing (under outreach) and to include online advertising, presence and reach. Davis would also like to start creating a "bill" when we donate CID space and banner for different organizations and events so that we can receive that values worth of a sponsorship in exchange.

### **Next Meeting Date**

Davis asked if the committee would like to change the date of the next meeting so that it would not be the same day as the board retreat. Sheals and Hawxby said that they would not be able to make it to the retreat so they would like to have a different day. The group decided on June 18<sup>th</sup> at 2pm.

### **Educational Workshops**

Davis reminded everyone that GKC was coming the next day at 3:30pm to talk about financials. Hohenstein had previously requested Davis see if the committee was okay to switch his branding workshop in July with the Google workshop in September. Committee was okay to switch.

### **Public Comment**

District village at Roots and Blues this year instead of one large District tent.

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Hawxby motioned to adjourn the meeting at 4:40pm, Garcia seconded, all approved.

Downtown Community Improvement District  
Executive Committee  
June 4, 2019  
11 South 10<sup>th</sup> Street

Present:

Kenny Greene  
Jesse Garcia  
Deb Sheals  
Logan Dale

Absent:

Sheals called the meeting to order at            pm.

Moved to approve the agenda with the addition of a closed session to the beginning, seconded, all approved.

Moved to close the meeting under RSoM Section 610.021(13) at   pm,   seconded, all approved. Birk and Davis left the meeting.

Moved to open the meeting at            pm, Birk and Davis returned.

The committee launched into an in depth review of the FY2020 Budget. They made edits to the budget to fit the needs of the upcoming year and to reflect the priorities expressed in the stakeholders' survey. They also discussed the process of sending the budget as a report to City council to be reviewed. The CID board must approve the budget by September 1<sup>st</sup>. A significant focus was placed on safety downtown.

The committee then discussed new information received about the Flat Branch Park extension project received from Glascock and Arcturus requiring the requirement of a retaining wall in the park due to a floodway. The committee then discussed at length the Sidewalk Dining Café Ordinance and a request by Leigh Lockhart to request the City to extend the deadline for the café applications for sidewalk dining while the CID discusses the ordinance and its requirements and definitions. The committee also discussed the board member search process as Lisa Klenke sent in her resignation letter. The committee then recapped with the agenda items for the full board.

Then moved to go back into closed session under RSoM Section 610.021(13) at   pm, seconded, all approved. Birk and Davis left the meeting.

Moved to adjourn the meeting at            pm,   seconded, all approved.

**RESOLUTION NO. 2019-27**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE AMENDED  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
HELD JUNE 2019**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held June 2019.

Passed this 9th day of July 2019.

  
\_\_\_\_\_  
Chair of the Board of Directors

(SEAL)

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
June 11, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Deb Sheals  
Deb Rust  
Mike McClung  
Jesse Garcia  
Auben Galloway  
Munir Mohammad  
Kalle LeMone  
Dave Parmley  
Adam Dushoff

**Absent:**

Kenny Greene  
Lisa Klenke  
Logan Dale  
Kevin Czaicki  
Van Hawxby

**Guests:**

John Ott, at large member  
Brian Tate, CPD  
Carol Rhodes, City  
Mark Sulltrop, at large member  
Leigh Lockhart, Main Squeeze  
Brad Anderson, CDP  
Chris Kelly, at large member  
Josh Safranski, Alpine Shop  
Elizabeth, International Café  
Robert Hollis, CID  
Noodles and Co Representative  
Steven Sours, Commerce Bank  
Dave Welhem, Commerce Bank

Meeting called to order by Sheals at 3:30pm.

Approval of the Agenda moved by Mendenhall and seconded by Dushoff, all approved.

Mendenhall moved to approve the minutes, Adam seconded, all approved.

Hohenstein reviewed the financials for May 2019. He reminded everyone that the collection period for the current fiscal year's taxes are over for sales tax. The CID will begin holding future tax distributions until FY2020. Mendenhall inquired when the new tax rate is set, the board responded with August. McClung moved to approve the financials, Parmley seconded, all approved.

### **City Report**

Rhodes updated the board that the food truck ordinance to amend the codes will be going through their final reading at City Council on June 17<sup>th</sup> to add the fourth food truck zone and change the required distance from 300 feet to 100 feet. She also let the board know that council passes the City budget throughout the meetings in August and September.

### **Police Report**

Lt. Brian Tate informed the board that the City is currently working with the CPD to solve issues with traffic obstruction with rideshares picking up patrons at bars. Tate said that he knows there are two officers designated to downtown only on the weekends every other week when his squad has beat 70. He is unsure what the coverage is under the other squad. Dushoff asked about the incontinency in scheduling changes for the CPD, hopefully the interim chief can make a more consistent schedule for officers. Tate let the board know that they now had letter of enforcements from Plaza and US Bank to enforce loitering. Commerce Bank has been having issues with people sleeping in their ATM area and aggressive panhandlers sitting in front of their building. CPD is also starting to go in and pulling minors out of MyHouse. Silverball has been having issues with the after-bar crowd. Most of the summer issues are with the Jeff City crowd. The new City budget is requested to have funding for 20 more officers. Sheals offered to write a letter of support, Tate accepted. The board asked questions about recruitment and cooperation with MUPD, Tate said that recruitment was getting easier when they had the money and that he would look into it. Dushoff moved to send a letter of support for increasing CPD's budget, McClung seconded, all approved.

### **Old Business**

#### **CID Rep on DLC**

Sheals said that Mendenhall had offered to be the new rep for the DLC and asked if anyone else wanted to vie for the position. No one else said that they were interested in the position so Mendenhall will start attending the meetings.

#### **Letter of Support: Climate Action Plan**

Sheals revisited the topic from a previous meeting and admitted that she had not had the chance to review to the plan and similar expressions were made around the table. Sheals would like Barbara Buffalo to attend a meeting to talk about it. The CID tabled the topic again and will see if it passes at council. Mike Trapp said on the radio that it seemed relatively unopposed.

### **New Business**

#### **FY 2020 Budget**



Sheals said that she and Logan had put a lot of time into creating the budget as it was a couple months behind schedule. She also said that the budget needs to be approved during this meeting so that it could have 60 days in council before being approved in time for the next fiscal year. The changes were highlighted, they created the budget based on a 2% decrease in sales taxes, safety was bumped up \$40,000, changed how Gateways was tracked (not under an expense), moved graphic design from professional services to marketing, there was a slight increase to Block by Block and holiday décor funds. The marketing budget will eventually be subcategorized more with GKC. The board discussed ways to gain more interest on the Gateways Fund. Parmley pointed out that the streetscape fund has not been used this year. The current and future fiscal years could be combined to really make a difference with the planters. He also asked if the board should consider putting away more money for more streetlights, however they decided to wait this year to give the City time to install all the currently allocated lights. McClung moved to approve the budget, Mendenhall seconded, all approved.

#### **Flat Branch Park/ CoMo 200 Update**

Sheals updated the board with new word about the park. The inlet is in a floodway but keeping parking there would keep it level. The current plan could raise the elevation about 6 feet and would require a retaining wall. The city manager has met with some people including the Stevensons about this new information. Ian Thomas had told a board member that it will be up to the CID to decide what to do, the plan would need serious citizen group support for council to support the parking. Sheals has Arcturus putting together a team to build the park with Crockett for engineering. Ott pointed out that council approved the plan with no parking, and he would prefer her not to support a new compromise. Hollis stated that he was fairly sure that they got a no rise certificate for the area 7-8 years ago and encouraged the board to make a choice only after working with the engineer. Safranski pointed that daylighting the creek and having parking over it could encourage runoff of car fluids getting into the water. The board decided to hire an engineer at a base-rate to help make a choice.

#### **Sidewalk Dining Ordinance**

Lockhart restated that her issue with the ordinance is not the money, it is the principle that the enforcement is unfair for those who did not violate it. She brought up the listening session for the ordinance that happened at Shakespeare's last February that she was not informed of. She requested better communication from the board to the businesses and more public information dissemination. Sulltrop was at the listening session and said that it was more of an easement rather than who would be effected. Vineet has told all the restaurants that enforcement for the ordinance will start July 1<sup>st</sup>. Rust pointed out that if you are told you have to take care of a sidewalk for snow removal, you should have use of that same sidewalk to improve the area. LeMone asked the board to request a delay on the enforcement deadline so that the CID has time to revisit the ordinance. Sheals supported this idea and wanted to revisit regardless of whether the deadline delay is granted or not. Dushoff moved that the CID request that council delay the enforcement of the ordinance six months to review, redefine and revise the ordinance, Mendenhall seconded, all approved.

#### **Resignation**

Lisa Klenke sent a letter of resignation to the board earlier in the month because she is closing her business to retire. The board decided that because they still have plenty of members to fill quorums, they will wait until February when the CID has to take three new or renewed board member positions to council anyway. There will be three 3-year spots open and one 1-year position.

#### **Operations Committee**

Quorum not met, meeting did not occur

#### **Economic Committee**

Garcia briefly updated the board on their progress towards website development, food truck and panhandling ideas, and the careful distinction before homeless citizens and homed aggressive panhandlers.

#### **Marketing Committee**

Rust stated that they began employing shortened speaking times, were looking into moving dates for Shop Hop, creating brochures, a marketing buy budget, a coffee crawl, and that is was Restaurant Week.

#### **DLC Update**

Did not meet, no quorum

#### **Parking Commission**

Leah will be present next time, but McClung updated the board that the parking commission moved to support one gate arm and that there would be a set aside number of spaces designated for permit and hourly but the spaces would not be designated so that it would be a free for all parking space situation. They also discussed increasing the fee to \$1/hour which he convinced them not to do. The City is trying to get Park Mobile to connect to the arm.

#### **Staff Report**

Hohenstein reminded everyone that there would be a City Council meeting Monday. The Board Retreat is June 25<sup>th</sup>. And that Hollis had a bunch of information about the RFPs and that the board should have a resolution soon to change the requirements.

Dushoff moved to close the meeting to the public under Section 1C 610.021 (13) of the Revised Statutes of Missouri, McClung seconded, the board went into closed session at 5pm.

McClung moved to restart Search and Review with \$5,000, Dushoff seconded, all approved.

Mendenhall moved to move out of closed session, Dushoff seconded, all approved.

Mendenhall moved to adjourn the meeting at 5:16pm, Dushoff seconded, all voted in favor.

**Downtown Community Improvement District  
Marketing Committee  
June 18, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Deb Rust  
Jesse Garcia  
Van Hawxby  
Mark Sulltrop  
Kalle LeMone  
Munir Mohammad

**Absent:**

Lisa Klenke  
Christina Kelley

Rust called the meeting to order at 2pm.

Sulltrop moved to approve the agenda, Hawxby seconded, all approved.

**Restaurant Week**

The committee launched into a discussion about Restaurant Week both about their experiences with their own restaurants and as diners. Some of the servers still were uninformed about the event in which their restaurant was participating. The week runs Sunday to Monday because Monday is the most common day for downtown businesses to be closed. They talked about planning one for when students are still in town, Davis pointed out that they are in town for the winter week but not the summer week and they liked the appeals to different audiences. LeMone said that Nourish's sales were up while Sulltrop said that 44 Canteen's were down just slightly. Committee discussed making sure that the events were on the City calendar as well as the CVBs. Rust said that she told a family that was visiting MU from Chicago about the week and they were incredibly excited because they were staying in town for three days. She encouraged marketing to visitors and business collaboration. They also discussed the participation of kids and ways to make the event more family-friendly. LeMone stated that the District needs participating restaurants to advertise more in store and on social media.

**Drinks in the District**

Davis updated the committee that she had 12 businesses signed up for the event which takes place mid-July and is hoping for more buy in from the bars. She reminded them that the passports are similar to Restaurant Weeks except that participants are entered to win as many times as bars that they go to so that no one has to drink a certain amount of drinks to enter and that there are non-alcoholic participants like Nourish's smoothies. Mohammad asked how to get participation up, and encouraged everyone to personally ask their bar friends to participate.

**Dog Days**

Davis asked for Klenke's sake if the group would like to change the graphic because Klenke has had people ask her if you have to have a dog to go. The group discussed the term "Dog Days" and how it is a common expression for the hot, middle of summer. They examined the graphics and stated that they liked it and believed it should be a non-issue. Dog Days are not much different from other sales except that it is multiple days and retailers are encouraged to move discounted items to the sidewalk. It would also be the first event with balloons.

### **Coffee Crawl**

Davis asked if the group had issues with the Coffee Crawl being on the same day as the Shop Hop because Jason believes November 2<sup>nd</sup> will be the best date for the crawl this year and it could be a kickoff for Missouri Tea and Coffee Week. They asked Mohammad if that would be too much to him and he aired on the side of the more that is going on the better, especially since the crawl usually brings in a lot of out of towners. Marketing committee discussed Jason's fact sheet. On average, 75-100 people attend, and they travel up to two hours to get to the crawl. The committee came to the conclusion that it would be a good thing to have the crawl on the same day as Shop Hop because it would make downtown appear extra vibrant to visitors and would be early enough in the year that snow should not be an issue. The tour would be one day and two 20-minute sessions for each coffee shop. They could make the experience great with samples, tours, lessons, and giveaways but also tie it in with shop hop by offering day of discounts for the coffee hoppers.

### **Digital Agency Update**

Davis let the group know that it does not seem like the CID will need an RFP to hire one and that Collin was the only one she had really found so far.

### **Event Signage**

Davis brought up the alternatives to sandwich boards and got contacts and estimates for yard signs. She said that the one used by Art in the Park was a little more expensive, but it was local. We could get 25 generic event signs for seven events for \$1800. Extra expenses could be a laminator or vinyl stickers to get dates on the signs that were changeable. These signs could be put not only downtown, but all over Columbia to spread the word. Garcia said that the CID could get corrugated plastic in bulk and then get DiggIt or Acme or Fast Yeti cut and sticker the plastic to make the signs and then we could scrape off the date or just replace the dates. The printing is the expensive part of the process.

### **Cultural Affairs Donation**

Davis asked the committee if they would like to allocate \$500-1200 to the Cultural Affairs Office to support the arts including the storm drain and traffic box art. The committee agreed it would be good for PR and relationships, especially since the office is in the District along with some of the supported art. The CID logo would be in brochures and displayed and four tickets to the unveiling (also in the District) would be included to talk up the District to attendees. Committee would like to see if they would be willing to exchange advertising with each other. Sulltrop moved to do a \$500 donation with 4 tickets, Hawxby seconded, all approved.

### **Educational Workshops**

Davis reminded everyone that the next educational workshop would be July 24<sup>th</sup> with Hoote Design Co in their space for Branding, you have your brand, how can you make it work for you. They can host ten people in their space which lead to the discussion of about the lack of attendance at the workshops. There is not a lot of buy in from local businesses, LeMone believes that the events need to be louder to keep them, they could be announced at 1 million cups or have influencers push them out or host. They talked about supporting other similar workshops instead of hosting them and only hosting on occasion when there was a strong desire for them from the business owners. The CID will not plan more until there is a need or someone reaches out requesting one.

### **Public Comment**

Garcia and Rust will not be able to make the board retreat. They would also like to see a media kit on the new site so businesses can find the event graphics easily. The meetings may change to 2pm permanently.

**Downtown Community Improvement District  
Economic Development and Solid Waste  
June 19, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Jesse Garcia, Chair  
Deb Rust  
Auben Galloway  
Adam Dushoff  
John Ott

**Guests:**

Josh Safranski, Alpine Shop

Garcia called the meeting to order at 3:30pm

Rust moved to approve the agenda, Dushoff seconded, and all voted in favor.

**City Solid Waste Report**

Adam White was unable to attend so Hohenstein gave the brief update he received. The dumpster behind the Penguin was going to public hearing on July 7<sup>th</sup>, the enclosure at Locust and Cherry is being taken care of in five weeks, and the curbs are getting cut at Wabash.

**Website Development**

Davis updated that she is planning to schedule the website design day after Drinks in the District and that the staff is trying to update the data first.

**Food Truck Zones**

Hohenstein reminded the committee that the fourth spot was approved and the radius was changed from 300 feet to 100 feet for approval. The committee discussed other potential locations for the food trucks and other ideas like food truck parks. They also talked about the times food trucks are the most successful downtown, lunch time and festivals, not dinner time.

**Panhandling**

The group discussed ways to improve the panhandling situation downtown. Garcia said there is a group that takes over the sidewalk on Friday and Saturday evenings. They discuss helping craft a better loitering ordinance but questioned how well it will be enforced since the open container law is not since the police are short staffed. They also discussed disrupting the panhandlers ability to make money in a way that will get rid of the aggressive panhandlers and protect the actually homeless community. The committee is concerned that the amount of money put aside for the situation is not enough to take care of the problem by hiring Block by Block's services but talked about the possibility of asking for 50% of the time Block by Block estimated. Garcia would like to research the issue more before deciding where to spend the money, other cities have effective solutions for the problem. They suggested that the safety

allocation could go into lighting if not panhandling. The committee feels that the lack of a no loitering or panhandling ordinance is the issue in the police not being able to help. Other ways to disrupt their income flow that were brainstormed include musicians in their normal spots. Safranski suggested to include churches with homeless outreach programs in the discussion. The money could also be spent towards business outreach and public education with an "I give in another way campaign" that could benefit the actually homeless people. They discussed the old campaign and why it didn't work and how to change that and market it better. The committee feels that the City is not doing enough to address safety currently with lack of police staff. The committee talked about sending a letter of support to the City for the police recruiting budget and talked about the recent changes in the CPD. They wondered why MUPD will not work downtown despite the heavy occupation of students and the ability to. The CPD used to arrest panhandlers when they were being too aggressive by going undercover. The committee would like to combine a no sit no lay ordinance with a giving campaign but would like to do more research first.

#### **Other Items**

Birk and Rust asked the committee about the upcoming deadline for the grease grant. Rust has not been able to schedule a date for installation with either grease company she was in contact with. Birk asked if they were willing to be flexible on the deadline for accepting applications after receiving a late one and if the restaurants would be reimbursed if tanks were not installed in time. The committee felt that the money was already allocated so timing should not be a big issue other than the City pulling the grease traps.

Rust moved to adjourn the meeting at 4:30pm, Dushoff seconded, all approved.

**Downtown Community Improvement District  
Operations Committee  
June 19, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Dave Parmley  
Logan Dale  
John Ott  
Chris Kelly

**Absent:**

Kevin Czaicki

**Guests:**

Leigh Lockhart, Main Squeeze  
Kurt, Shakespeare's

Parmley called the meeting to order at 3:29pm

Dale moved to approve the agenda, Kelly seconded, and all voted in favor.

**Streetscape Plan**

Huffington and Atwill were both unable to make it to the meeting.

**Damaged Curbing Update**

Hohenstein found out from Richard Stone that the City had been allocating \$50,000 to the District for the last three years to repair broken curbs, fix sidewalks, or fix planters with. Hohenstein is waiting to find out if the allocated money could go to trashcans, banners or signage as well. Currently, the CID has \$150,000 to allocate as instructed for repairs. Block by Block has already been tracking and documenting broken curbs. The committee discussed the costs of curb repair vaguely estimated at \$30-\$1000 a foot depending on the break. New ADA ramps are about \$5000 a piece. Mendenhall pointed out that concrete went up 7% and that 18-inch curbs would not break as easily. The City is already working on planters, so the committee talked about having a sidewalk grant to go 50-50 with the City to repair sidewalks.

**Sidewalk Dining Ordinance**

Parmley stated that the letter to request a delay of the enforcement of the ordinance had been sent to the City with no reply. The next council meeting is on the first of July, the permit deadline. He opened the floor to public comment. Lockhart said that she doesn't believe a permit is the right solution to the problem, she is disappointed by the lack of response considering the looming deadline and does not want small businesses to have to refile every year for a permit that can only be effectively used for half of the year in Missouri. Some businesses, like Sycamore, just got outdoor dining furniture and will also have to apply but it



does not solve the issue with permanent structures like Room 38. Parmley and Kurt said that 6-8 restaurants had shown up to the listening session at Shakespeare's and were in support of the ordinance. Dale said that they were trying to develop a set of standards so that all restaurants were on an even playing field, the sidewalks were ADA compliant and uniform. They did not want a permit or \$100 fee other than to help the City enforce the ordinance. The CID is notified now when ordinances change now, and the permit was just a way for the City to inspect and do quality control for liquor ads, but they weren't sure where to draw a line. Lockhart stated that a permit is not necessary to enforce an ordinance and was just an overregulation of small businesses. Kurt said that he had supported the permit because it could be revoked by those not following the rules but admitted he had not thought of smaller outdoor areas or tables at the time. After Leigh said that it is an issue of standards versus justice, Dale pointed out that the committee didn't necessarily want the permit, just the enforcement. The permit is part of the pre-education though, but he would be willing to take away the permit part if the City was still willing to enforce the ordinance and educate businesses. Kurt stated that they could roll the permit in with the business or health licensing. He did not realize the burden it would be to businesses that don't strongly benefit from having outdoor tables but do it to liven up with area. He just doesn't like the permanent outdoor dining structures. Lockhart stated that she wanted a stronger stance from the CID to represent herself and her 18 businesses that she is representing against the ordinance and for the board to be less reactive when drafting ordinances to send to the City. Ott said that the ordinance did many things, including allowing for more freedom for restaurants serving outdoors both with alcohol and time regulations. The mistake was not considering the 2 table businesses that don't even serve alcohol. The issue all stemmed from when the City would not notify the CID of right of use permits happening downtown, which they do now. The committee would like a new communication with the City about the ordinance, but the next council meeting is July 1. The results of the discussion are that the committee wants to find out if the City would enforce the ordinance without the permit or think about moving it to the business license, Lockhart said that she would be okay with business licenses being revoked if they didn't follow the sidewalk dining standards and got rid of the fees and permits. The committee wants to see if the City will comply with the six-month delay so that they have time to ask the other 18 businesses if they would be okay with that solution. They do not want to be too reactive or extreme in enforcement if it is not the desire of the small outdoor dining businesses. They will re-ask for the delay with a better explanation of why the delay is needed and do more research and communication.

#### **Ride Share Parking**

DWI office, Shane Mosby has been putting together a group to create solutions for ride shares picking up and dropping off patrons during bar hours on Broadway. The best solution thus far is to time stamp the pull in parking spaces like taxi stands and leave the spaces open for parallel parking pick up at bar close, similar to an airport, but it is a work in progress.

Dale moved to adjourn the meeting at 4:55pm, Ott seconded, all approved.

**Downtown Community Improvement District  
Search and Review  
June 27, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Deb Sheals  
Kenny Greene  
Mike McClung  
Adam Dushoff  
Munir Mohammad

**Absent:**

Nickie Davis

Sheals called the meeting to order at 3:42pm

**Executive Director Search**

Sheals let everyone know that Katie Essing, former director is willing to train the new director if they are hired before the start of the school year. McClung had asked the board, and it was approved in the previous meeting, to allocate \$5,000 to Search and Review to cover any advertising costs or some travel expenses if they liked candidates that were far away. They would like the job description to be revised to a paragraph and a bulleted list of responsibilities and asked Birk to go through it first and send the new description out for edits. They would like to post the new job description on Handshake, LinkedIn, Indeed, and IDA Search. They will put an ad in the CBT magazine if it is not too quick of a turn-around for publishing. They would like to include government/ nonprofit experience preferred and possibly include technical tests. They would like for the job to be posted Sunday, July 7<sup>th</sup>. The job will stay open for two weeks, the committee will meet on Thursday, July 18<sup>th</sup> at 9:30am to rate the applicants A,B,C and then blocked out July 22-26<sup>th</sup> from 3:30-5pm for interviews.

Dushoff moved to entered into closed session under Section1(c) 610.021 (13) of the Revised Statutes of Missouri at 4:20pm, Greene seconded, all approved.

McClung moved to come out of closed session at 4:50pm and Greene seconded, all in favor.

Greene moved to adjourn the meeting at 4:55pm, McClung seconded, all approved.

proposal, not a bid, to be sent to the fair, open market. The board needs to make a resolution that changes with the City's amount. On that note, Sheals added that they need to turn over architectural work to the City on the Gateways Plaza. Arcturus is predicting the cost to be twice their first estimate on design fees.

#### Sidewalk Dining Café

Hohenstein talked to the mayor about putting a moratorium on the sidewalk ordinance for six months. The mayor did not seem to see that it would be an issue but Hohenstein said that it was not brought up at City Council.

#### CPD Meeting

The CPD needs the CID's support for community policing plan. Jones plans to take the City back to 16 beats instead of 8 beats so that police and community members can begin to recognize each other. Revisiting the panhandling ordinance was also brought up in the meeting.

#### Public Works

Richard Stone let the CID know that the City has \$250,000 set aside for improvements to sidewalk, curb and planter improvements. \$100,000 of that has already been designated to improve ADA ramps. He is waiting for a project list from the CID for the funds left and will be meeting with the CID on a monthly basis again.

#### Public Comment

##### Search and Review Discussion

The committee did not go into closed session. Davis recused herself. Committee discussed the job descriptions for the executive director position and deadlines for hiring. They would like the short description posted on the hiring platforms and the full description on the website as a news item. They would like to post salary and figure out benefits but not post them.

Garcia let the group know that he would be late to the board meeting.

McClung moved to adjourn the meeting, Garcia seconded, all voted in favor.

**RESOLUTION NO. 2019-28**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE AMENDED  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
HELD JULY 2019**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held July 2019.

Passed this 13th day of August 2019.

  
\_\_\_\_\_  
Chair of the Board of Directors

(SEAL)

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
July 9, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Van Haxwby  
Munir Mohammad  
Kevin Czaicki  
Kenny Greene  
Dave Parmley  
Deb Rust  
Logan Dale  
Kalle LeMone

**Absent:**

Adam Dushoff  
Mike McClung  
Deb Sheals  
Auben Galloway  
Lisa Klenke  
Jesse Garcia

**Guests:**

Carol Rhodes, City  
Brian Tate, CPD  
Chris Kelly, At Large  
John Ott, At Large  
Robert Hollis, Legal  
Leah Christian, City  
Ashland, City  
Josh, Alpine Shop

Greene called the meeting to order at 3:33pm.

Mendenhall moved to approve the agenda, Rust seconded, all voted in favor.

Mendenhall moved to approve the minutes, Parmley seconded, all voted in favor.

**City Report**

Rhodes provided the board with the City Report, she let them know that there was an opening on the Cultural Affairs and she would like to see a CID representative fill that position. She encouraged everyone to come to the City Manager Reception which included a meet and greet and question/answer session with the two finalists. Rhodes also informed the board that 7 of

the 28 businesses with sidewalk dining had secured permits and the ordinance went into effect on July 1<sup>st</sup>.

### **CDP Report**

Tate reported that there were not any unusual issues for the fourth of July. The force is planning to work overtime for the Back to School crowds and plan to call the State for alcohol enforcement for minors. CPD is working with the rideshare issue to develop a safe solution for drivers, passengers, and pedestrians. Greene asked if lighting would help, Tate responded that lighting never hurts but its difficult to tell for sure. Davis asked about break ins, Tate said that they have visuals of the individuals that hit the businesses. He had not heard about the graffiti in Alley A. There will be a meeting for the rideshares on August 9<sup>th</sup>.

### **Old Business**

#### **Sidewalk Dining**

Hohenstein said that he called the mayor and is waiting until the next City Council meeting to see if the CID's request for a moratorium went through. Rhodes said that the City would only issue warnings for the first couple of months. Dale asked her to look into if they could get rid of the permit.

#### **Grease Grant**

Birk updated the board that 8 restaurants applied, 2 did not need tanks, they used barrels, one restaurant had completed the grant process. There was a new trap spotted behind Teller's. The board brought up that they City pulled the traps, they should educate the grease companies as well as the restaurants.

### **New Business**

#### **Parking Garages**

Christian provided the board with a quick summary of the gate arm project in the parking garage which started in 2017, she has been in her position since 2018. The arms will help hourly parkers pay in the garages and will allow for better traffic tracking as well as save money on parking attendants. The major delay in the project was that the City did not have strong enough security for credit card users. The arms are projected to be fully operational in September. The City will turn over two garages at a time and switch from pre-pay to post-pay and spots would be first come first served with a set aside amount of spaces for hourly and permit parking. Patrons will be able to pay via on foot machines or at the gate with cash, Visa, MasterCard, Discover, Apple Pay, Google Pay, Samsung Pay, Park Cards, and the Park Mobile App.

The machines are not able to provide change, Christian would like to change this but in order to do so, must change the payment structure. It is 25 cents for every half hour currently but could switch to \$1 for every two hours not to be broken down by the half hour. She would like the CID's input before selecting a method. The board discussed the pros and cons to both methods. LeMone pointed out that this is not ideal for her customers at a fast-casual restaurant because they would have to pay for 2 hours when they were only there to run in for 10 minutes. Christian said that the arms would give at least a 15-minute leeway to be in and out of the

garage in case they were unable to or no longer desired to park there. Christian said they may be able to extend that to 30 minutes and not advertise it or the parking consultants suggested the first hour in the garage be free and switch to the \$1 for every two hours. Rust asked if with the quarter system, you could pay on your card. Christian said that the minimum charge will be removed. Josh from Alpine Shop said that he believes not requiring a minimum would eliminate most of the need for change because most people would just pay on their cards and some of the board members agreed. After expressing concern for the first hour being free increasing the overall rate, Christian said that she would keep the maximum \$5 for 8-10 hours. Mendenhall moved to have the first hour free and switch to the 2-hour payment structure, LeMone seconded, the motion did not pass. The board got answers to some questions like parking would stay free after 6pm and on weekends, lost ticket fees, and what to do about extended stay parkers. Christian said that they would have time to discuss more, she would like an answer by 8/5 but needs one before September. They asked if the first hour would only be free if you left in an hour, Christian said that it would just be a bonus, but she could try to figure out a way to keep the first hour free with the \$1 for two-hour structure. Mendenhall moved to have the first hour free and pay \$1 for every 2-hour increment. Four were in favor, three opposed, two abstained.

### **Chief Meeting**

Hohenstein met with Jones (Interim CPD Chief) about the community policing plan. Jones plans to switch the City from 8 beats to 16 so that officers and citizens can get to know each other and there is a stronger sense of police presence. He would like the CID's support to bring the funding and recruitment issues for police and fire. Czaicki pointed out that previous tax increases to bring in more funding for CPD was likely not passed due to a negative perception of CPD not being present when needed and for cherry-picking enforcement. Mendenhall said that he would like to hear more of the plan before supporting it. Jones said that he would like have more community aids and 35 more officers over the next three years. He said that he would like to tighten panhandling laws without criminalizing homelessness and that if the CID would like to support CPD efforts to get more gators and cameras.

### **Gateway Plaza Update**

Mendenhall reported that a compromise had been reached in a meeting between Sheals, the Stevensons, and himself. The new plan would have a curved entrance to parking so that the drive will not affect the grade of the "Columbia" sculpture to the road. The plan would provide no extra parking for the building but would maintain access to their current parking spaces and add a sidewalk around their building to increase accessibility. The parking would be below the grade of the park and permit use of the land to access to the parking would be traded for easement of the creek towards the back of the property allowing for the plan to daylight the creek to continue. He let everyone know that Sheals supported the compromise and asked if the board would support it too. The board entered into discussion of the map they were given because it did not match the compromise. Davis found the correct compromise plan and projected it to the group. Board discussed the pros and cons of giving up some of the park land and having the neighboring businesses support, they are unsure that the Stevensons would allow the City to daylight the creek otherwise. The trades, easement for parking and land

exchanges would keep changes to the plan minimal, not what the Stevensons originally wanted but they would at least have access to their parking. Parking would also be open to the public and would add a handicapped spot at loss of some of the green space to break up the concrete. They debated how to scale the drawing was and if the Stevensons are getting exactly what they want. This legal agreement could affect future legal agreements and make it difficult for the City to change the scape later down the road, but the agreement shouldn't focus on taking away from anyone. The final say comes down to City Council but the CID has an agreement to agree with the City based on what we approve, Hollis pointed out that the CID does not have to vote or agree, it's difficult to backtrack out of a compromise. Greene pointed out that a lot of work has been done about this on the CID and COMO200 parts but the ultimate result rests with council. Parmley pointed out that if we don't like the council's choice we don't have to agree. Rust likes the plan and wants to support it but also would not like to be locked in to a plan. Mendenhall moved that the CID tentatively supports the plan depending on City decision and then pending CID approval of the City's plan. Czaicki suggests the board does nothing, he did not feel comfortable with the lack of details on the compromise because the large printed map was incorrect and still had the handicapped area parking instead of the conversion of one spot. Rust told him not to look at the large print out map, it was an old compromise idea and encouraged everyone to rip up the large map. Logan restated the motion that the CID would be generally in support of the plan but subject to the board's review of the final plans. He seconded the motion but pointed out that some members were in support and others were not. The board did a role call vote. Parmley abstained, Rust in favor, Dale in favor, Hawxby opposed, LeMone in favor, Mendenhall in favor, Mohammad approved, Czaicki opposed, Greene in favor. Six in favor, one abstention, two opposed. Motion passes.

### **Public Works Report**

The City has designated \$50,000 each year for a few years for improvements downtown that they are waiting for a list of things to do from the CID to use towards curbs, sidewalks, ADA ramps, and planters.

### **Committee Reports**

#### **Operations**

Huffington was unable to attend the last meeting so much of the conversation was about sidewalk dining and touched on ridesharing.

#### **Economic Development**

Most of the discussion was on panhandling and coming up with solutions for aggressive panhandlers while protected the actually homeless citizens of our community.

#### **Marketing**

Most passports so far turned in for Restaurant Week, Drinks in the District is coming up next week, and the Dog Days Sale will hit towards the end of July. Rust encouraged everyone to take marketing materials for the events with them. The Coffee Crawl will happen at the same time as Shop Hop and Branding 2.0 will happen at Hoote Design on the 24<sup>th</sup>.



**Search and Review Committee**

Greene let everyone know that applications were coming in and were in the Dropbox, they would be meeting again next week to select candidates and then scheduling interviews for the week after that.

**Public Comment**

Hohenstein asked Hollis about RFPs. Hollis gave him advice about working with Arcturus

Dale moved to adjourn, Hawxby seconded, all voted in favor at 5:40pm.

**Downtown Community Improvement District  
Economic Development  
July 16, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Jesse Garcia  
Adam Dushoff  
Deb Rust  
John Ott

Garcia called the meeting to order at 3:40pm.

Dushoff moved to approve the agenda, Rust seconded the motion and all approved.

**Solid Waste Report**

Adam White was not able to be present at the meeting so he sent an email update that the 5<sup>th</sup> and Cherry compactor and enclosure had been repaired. There would be public hearings in August about the compactor location on Walnut behind Iron Tiger and the enclosure at Wabash. Hohenstein reported that when he asked Bill York about trash cans at bus stops, York said that generally bus stops were not problem areas with trash and did not feel there was a great need to have cans at all of them.

**Website Development**

Davis reported that the original estimate would only cover the mapping costs for the new website. The new price for the map was \$4,000 but Davis was able to get it for \$3,000. Davis and Birk now plan to build the new site and will have Hoot Design host the site and be on retainer if any additional design or advice is needed. The committee discussed the uses of the map and said that that map price was more comparable to the other estimates received. Dushoff asked if the CID should just go ahead and pay the \$6,000 to also have the website in a day class so it will be done well and quickly and ask the board to approve. Rust suggested asking Hoot to throw in a certain number of hours of assistance. Adam moved to accept the revised bid with Birk and Davis creating most of the site with the ability to go back and ask Hoot for help, Rust seconded, all were in favor.

**Panhandling**

The committee launched into a discussion about panhandling and how big of an issue it is. Currently the issue is one at the top of the list but the committee is unsure that it should be considered big enough to be at the top of the five-year plan if the CID is trying to be more proactive than reactive. Dushoff pointed out that a lot of the responses on the survey were concerned about panhandlers because we sent out the survey in the spring when it is becoming an issue again, not in the winter when panhandlers are few. They discussed how to do the most for the least cost. Lock boxes could help increase funds to help the part of the population that needs it and disrupt the part of the population that does not need help. They would like to have a more positive campaign like change for the better rather than it's okay to say no so that the

program overall has a more positive feeling. The committee asked why the previous campaign was pulled and pointed out that the CID cannot afford to "buy its way out of the situation". Essing had told Davis that the campaign was pulled because it was a collaboration with the Loop and United Way and the graphic made people feel uncomfortable, including those in the collaboration. The committee believes they need to take both compassionate action with a change for the better type campaign but also revise panhandling ordinances so that there is some enforcement from the City while being careful not to criminalize homelessness. The enforcement is needed because the panhandlers have become more violent this summer and disruptive to businesses downtown. The committee would like to host a roundtable with community members to see what other groups in the community are already doing about these issues and see if a collaboration could be formed to disrupt panhandling but help the homeless. They would like to invite 4AChange, the Chamber of Commerce, CPD, churches, and any other interested parties.

**Public Comment/ Other Items**

Committee discussed using the public works funds to help fix the sidewalks. Garcia informed staff that he would not be at the executive committee meeting. Davis told everyone that she wanted to take a group picture at the next board meeting for the annual report. The committee would like to see staff having monthly meetings with Glascock, new City Manager, and invite council members to the board meetings.

Rust moved to adjourn the meeting at 4:20pm, Dushoff seconded, all were in favor.

**Downtown Community Improvement District  
Operations Committee Meeting  
July 18, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

John Ott  
Chris Kelly  
Logan Dale  
Dave Parmley  
Kevin Czaicki  
Tom Mendenhall

**Guests:**

Sara El-Toumi, Salon Nefisa  
Leigh Lockhart, Main Squeeze  
Mike Snyder, Parks and Rec  
Matt Boehner, Parks and Rec  
Leah Christian, City Parking  
Mike Nolan, Blue Note  
Brad Stag, Minister  
John Rodgers, 805-825 Walnut Property Owner  
Janet Thompson, for Fred Perry  
Dave Nichols, City  
James Fawn, City

Parmley called the meeting to order at 3:30pm.

Czaicki moved to approve the agenda, Kelly seconded, all approved.

**Planter Plan**

Snyder and Boehner presented the group with multiple ideas and options for planters down Broadway. Some with metal frames and river rocks, some with river rocks and concrete sloping and layered, some even just used glass boulders as art with bike racks for extra lighting and art. The metal could be customized to tie in to the Gateways but the group was concerned about denting. Parks and Rec would like to bring the planter space out a bit farther into the unused areas on Broadway that are too small for parking. The new designs need to be traffic controlling but low enough for improved visibility and to prevent loitering. Most of the proposed planters are half of the current planter height. They estimate the costs to be more than \$260,000. Operations would like to decide at the next committee which plan to use. Parks and Rec told them to remember that utilities still have to go underneath the planters and that storm drains must be considered. They could also mix plans.

### **Tour Bus Parking**

Committee opened the floor for discussion about the Blue Note needed space to park tour buses. Issues to balance with a solution include drivers' sleeping requirements, production differences, not blocking the buildings, safety, visibility, fumes, delivering equipment, artist experience (many live in that bus) overnight parking, access to bathrooms/power. Everyone with concerns expressed their desire for the Blue Note to continue their success but not at the expense of others. Rodgers extended a bargain to Nolan to rent out one of his apartments so the artists could be closer to the Blue Note. Nichols suggested a shuttle. The buses are about 75 feet long with a trailer and can take up to 8 spaces. The City came with suggested solutions. Nolan said that he would be happy to pay for power to the space (if permanent) so that there are not fumes. The space in front of the courthouse was deemed unsafe for courthouse security. Ott pointed out to consider the future potential of any building being blocked. They asked about the Armory area and asked what the concerns were of privatizing public space. The committee supported option D with power to it as the choice that seemed to satisfy everyone present with B as the backup plan.

### **Parking Garages**

Christian recapped issues with change and the coin machines and went over her new options with better rates. If the current contract the City is working on doesn't go through, she will get new machines for the gate arm. Option one is more relaxed for shorter parking which the committee did not feel was the target of most garage parking. The committee will recommend option 2 to the full board, it is also the plan in favor with the City.

### **Public Works Projects**

Committee discussed the pros and cons of using the money for planters vs curbs vs sidewalks. The City is using \$100,000 to fix ADA ramps. They feel strongly that the \$150,000 should all go one project so that it can be completed. The planters would be pretty much taken care of between that money and the \$30,000 designated to them this year and next. Mendenhall would like to see it used as an incentive to fix the sidewalks, that fund pays for half and the building owner pays for half. They seem most interested in using them on planters. Dale asked the committee to come back to that at a later time when there is less on the agenda.

### **Sidewalk Dining Ordinance**

A moratorium was granted for the ordinance and will not be enforced until the end of January 2020. Dale pointed out that the CID needs more answers on what the City can actually do. Lockhart pointed out that in business plans already include any outdoor dining on their layout. She does not believe a permit will stop permanent structures from appearing, a permit is not the solution for that. It should continue to be complaint-based enforcement, there are not many complaints about sidewalk dining at the City. The CID needs to have a meeting with the City to see what options are available. Then they would like to have a roundtable with the businesses that have sidewalk dining to see what would be best for them. They would also like to see what the restaurants want to ideally happen.

**Ride Share Parking**

Meeting August 9<sup>th</sup> to address ride shares and parking on Broadway to see where there are common grounds. The committee likes that the police and rideshare drivers like the same plan. This will be a good time to see if the City and the business owners will be on the same page.

**Public Comment**

Parmley moved to adjourn, Czaicki seconded, all approved.

**Downtown Community Improvement District  
Search and Review Committee**

**July 19, 2019**

**11 South 10<sup>th</sup> Street**

**Present:**

Munir Mohammad

Deb Sheals

Kenny Greene

Adam Dushoff

Mike McClung

Sheals called the meeting to order at 11:05am.

McClung moved to approve the agenda, Dushoff seconded, all approved.

McClung moved to close the meeting to discuss and rank applications for executive director under Section 1(c) 610.021(13) of the Revised Statutes of Missouri. Dushoff seconded, all approved. The meeting moved into closed session.

Mohammad moved to adjourn the meeting at 12:30pm, McClung seconded, all were in favor.

Downtown Community Improvement District  
Marketing Committee  
July 23, 2019  
11 S 10<sup>th</sup> Street

Present:

Deb Rust  
Jesse Garcia  
Christina Kelley  
Kalle LeMone  
Munir Mohammad  
Mark Sulltrop

Absent:

Van Hawxby

Rust called the meeting to order at 2:00pm.

Garcia moved to approve the agenda, LeMone seconded, all were in favor.

#### Restaurant Week Review

Most of the reviews on the Restaurant Week survey were positive. Eight of the 28 participating restaurants responded. 25 customers took the survey and the office received about 160 completed passports. A couple of the restaurants mentioned in the survey that they would like to see advertising with the Chamber and CVB more. Customers mostly found out about the event by the posters and social media. The surveys revealed that overall, staff was more knowledgeable about the event and the specials than in previous Restaurant Weeks. The committee discussed revisiting the Pre-fixe menu idea. Customers are looking for different experiences, some are looking for deals, some want to highlight what is there, and some want new items that are not typically on the menu. There should be more consistency between restaurants so the committee discussed giving more instructions, having a theme and changing it every Restaurant Week.

#### Drinks in the District Review

Staff will be collecting the passports on Wednesday but have so far received many of the passports just by people bringing them to the office. The bar and restaurant owners in the group felt that the event started off strong but then attendance was effected by the heat. They discussed different specials and ways to help spread the word at the bars. The committee liked the idea of ballot boxes with brochure holders for the passport on the side to grab so that the participants can turn in the passport themselves and also help restaurant staff.

#### Dog Days

The event starts on Thursday and goes through Sunday. Davis was on Paul Pepper and KMIZ to talk about the sale. The CID will experiment by using balloons for the first time to help market the event. Garcia said that he has a large excess of helium. Davis asked when the balloons



should be placed out and Kelley responded that Thursday was the busiest day for most retailers of the sale. The staff will place the balloons out on Thursday and see if they last throughout the weekend.

#### Caffeine Crawl Update

The crawl will be on November 2<sup>nd</sup> to kick off Missouri Coffee and Tea Week. The crawl will also be happening the same day as the holiday shop hop and magic tree lighting. Davis has provided the organizer with a list of coffee shops and alternative drinks. Mohammad updated that he had not yet heard from them to start planning the event.

#### Digital Agency Update

Davis updated the committee that she was still working on getting bids from different digital agencies. Many of the companies she heard back from were slightly put off that the CID would use their digital capabilities but not their other platforms. She would like to meet with two more before making a choice.

#### Event Signage Discussion

Davis called Diggitt and Fast Yeti about cutting the vinyl stickers and corrugated plastic. They both gave her the same price as if they did all of the supplying and for making other signs at about \$15 per sign. They discussed different signs and pointed out that the signs would still be somewhat disposable if the image for anything changed in the next couple of years.

#### Educational Workshops

Davis reminded the group that the next workshop was the next day at Hoot Design Co for Branding 2.0 and then the policy change on workshops would start. Poppy would host one in January for networking and social media. The CID will support and start a workshop if there is a demand for one. They will work closely with ProsperU to support their events and any others that come about. Kelley pointed out that the workshops were originally intended to bring in business owners that the CID does not usually hear from. They discussed changing the workshops to a yearly casual mixer.

#### Public Comment

The committee revisited changing Halloweenie to Not So Frightening Friday. They now believe it was bad branding although the event is still successful. People still call it Halloweenie and the committee all agreed to change it back to Halloweenie.

Committee discussed meeting times, they will have their next meeting at 3:30pm on Tuesday.

Sulltrop moved to adjourn the meeting, Garcia seconded, all were in favor and the meeting adjourned at 3:00pm.

Downtown Community Improvement District  
Search and Review Committee

July 24, 2019  
11 South 10<sup>th</sup> Street

Present:

Deb Sheals  
Munir Mohammad  
Mike McClung  
Adam Dushoff

Absent:

Kenny Greene

Sheals called the meeting to order at 3pm.

McClung moved to approve the agenda, Dushoff seconded, all were in favor.

Dushoff moved to go into closed session to interview top applicants for executive director under Section 1(c) 610.021(13) of the Revised Statutes of Missouri. McClung seconded, all approved. The meeting moved into closed session. The committee went into recess from 4:15pm to 5pm and resumed interviews.

Mohammad moved the meeting be adjourned at 6pm, Dushoff seconded, all approved.

**Downtown Community Improvement District  
Search and Review Committee  
July 26, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Deb Sheals  
Munir Mohammad  
Mike McClung  
Adam Dushoff  
Kenny Greene

Sheals called the meeting to order at 3pm.

McClung moved to approve the agenda, Sheals seconded, all were in favor.

Dushoff moved to go into closed session to interview top applicants for executive director under Section 1(c) 610.021(13) of the Revised Statutes of Missouri. McClung seconded, all approved. The meeting moved into closed session.

Dushoff moved the meeting be adjourned at 6:50pm, McClung seconded, all approved.

**Downtown Community Improvement District  
Special Session  
August 6, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Deb Sheals  
Van Hawxby  
Dave Parmley  
Tom Mendenhall  
Adam Dushoff  
Auben Galloway  
Kenny Greene  
Kevin Czaicki  
Logan Dale  
Mike McClung

**Absent:**

Kalle LeMone  
Munir Mohammad  
Jesse Garcia  
Deb Rust

Sheals called the meeting to order at 3:29pm.

McClung moved to close the meeting to interview top applicants for executive director under Section 1(c) 610.021(13) of the Revised Statutes of Missouri. Dushoff seconded, all approved.

Birk was dismissed for one interview and the final discussion.

McClung moved to come out of closed session, Dushoff seconded, all approved.

Mendenhall moved to adjourn the meeting at 6:15pm, McClung seconded, all approved.

29  
RESOLUTION NO. 2019-30

**A RESOLUTION AUTHORIZING THE EXECUTION BY  
THE CHAIRMAN OF THE DISTRICT OF AN  
AGREEMENT BETWEEN THE DISTRICT AND THE  
ENGINEERING CONSULTING FIRM OF CROCKETT  
ENGINEERING, FOR CIVIL ENGINEERING SERVICES  
FOR THE POTENTIAL EXPANSION OF THE FLAT  
BRANCH PARK KNOW AS THE FOUNDERS PARK AT  
THE CORNER OF PROVIDENCE AND BROADWAY**

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

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 funding and the Chair of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, funding of up to \$20,000 to Crockett Engineering for Engineering Services associated with the Flank Branch Park Expansion at Gateway Plaza Project.
2. Funds in the amount of up to \$20,000 are to be withdrawn from the "Gateway Plaza Money Market Fund"
3. This resolution shall be in full force and effect from and after its passage by the Board of Directors

Passed this 25th day of October, 2018.

  
\_\_\_\_\_  
Chair of the Board of Directors

(SEAL)

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

**RESOLUTION NO. 2019-30**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE MINUTES  
OF THE BOARD OF DIRECTORS MEETINGS HELD IN  
AUGUST 2019**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meetings of the Board of Directors held in August 2019.

Passed this 10th day of September 2019.

  
\_\_\_\_\_  
Chair of the Board of Directors

(SEAL)

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Special Session- Full Board  
August 13, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Kalle LeMone  
Munir Mohammad  
Adam Dushoff  
Tom Mendenhall  
Auben Galloway  
Jesse Garcia  
Van Hawxby  
Mike McClung  
Deb Rust  
Kenny Greene  
Deb Sheals  
Dave Parmley

**Absent:**

Kevin Czaicki  
Logan Dale

Sheals called the meeting to order at 2:45pm.

Mendenhall moved to go into closed session under Section 1(c) 610.021 (13) of the Revised Statutes of Missouri to discuss and potentially vote for Executive Director candidates. Galloway seconded and all approved.

McClung moved to come out of closed session, Dushoff seconded, all approved.

Mendenhall moved to adjourn the meeting at 3:30pm, McClung seconded, all approved.

**Downtown Community Improvement District  
Board Meeting  
August 13, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Kalle LeMone  
Munir Mohammad  
Adam Dushoff  
Tom Mendenhall  
Auben Galloway  
Jesse Garcia  
Van Hawxby  
Mike McClung  
Deb Rust  
Kenny Greene  
Deb Sheals  
Dave Parmley  
Kevin Czaicki

**Absent:**

Logan Dale

**Guests:**

Robert Hollis  
Carol Rhodes  
Chris Kelly  
Lt. Brian Tate  
Leah Christian

Sheals called the meeting to order at 3:35pm.

Mendenhall moved to approve the agenda, McClung seconded, all approved.

Mendenhall moved to approve the minutes, McClung seconded, all approved.

Dushoff moved to approve the financials, Mendenhall seconded, all approved.

**City Report**

Rhodes updated the board that the upcoming Council meeting would be the first of the budget work sessions and there would be no public comment at that meeting. The new budget should include the streetlight enhancements. She also informed them that the sidewalk dining ordinance was officially delayed until January 2020.



### **CPD Report**

Lt. Tate let the board know that the upcoming weekend was the last of the summer shift, more law enforcement downtown would be starting shortly afterwards. There would be weekend overtime for 4 more officers downtown to set the tone early for minors. He also brought up the rideshare meetings. They have been discussing making pull-in spaces on the east end of Broadway no parking on the weekend nights to make the spaces parallel spots for rideshares to pick up patrons. The City and CPD are trying to figure out who would enforce the change. Tate also responded to questions regarding the force schedule, the squads work four-day rotations to get every other weekend off. His squad, blue squad, works every Friday and the red squad works every other weekend. He feels that there are inconsistencies between the squads.

### **City Parking**

Christian recapped the last meeting for the board and talked about issues with the machines in the parking garages not giving change with the parking arms. She summarized option 2 which is the option recommended by the operations committee and the parking commission. Both groups felt that the first hour for free was excellent marketing. The fees cover ten hours a day and would start over for 24hr parking during the ticketed hours. She currently has set the lost ticket fee at \$15 to not penalize visitors but will look into increasing the fees for repeat offenders who take advantage of the system. McClung moved to support option 2 for the new arm, restrict reselling permits for a profit, and having a \$15 lost ticket fee. Parmley seconded, all approved.

### **Drink Specials**

Hohenstein summarized the ordinance surrounding drink specials along with the city and bar owner meetings that have been happening about it separately. Davis told the board that everyone in the bar owners meeting she attended seemed to be against the ordinance, they find it to be an unacceptable, overreaching, and overregulation of business. She would like to talk to all the potentially affected businesses in the District to get a sense of how everyone feels. Hawxby asked if the City planned to come back with an alternative plan. Dushoff said that Steve Hollis claims that the legal department added a lot to the ordinance, it is not the same ordinance sent over by the health department. He reminded everyone that the CID voted to send a letter back in February that was never sent. Steve Hollis had reviewed the hospitality assessment done for the CID as an exact District roadmap, Dushoff believes the CID needs to readdress the issues it has with the ordinance and remind the City that it does not agree with everything in the assessment. McClung pointed out that it was poorly written and he had already found ways around it. Garcia could tell from the City meeting that CPD is grasping at straws to help make enforcement easier since they are understaffed. The new chief is figuring how to take everything on when the City isn't ready to control the population they've zoned to downtown and people are upset because drunk kids are puking in the street. He has looked into data from other cities that have implemented this change and all of them are on the economic downturn and now less safe, there is no data to support the change. The City needs to recruit more officers to solve the problems rather than regulate businesses more. Garcia personally already has a petition with over 3000 signatures on it from people who don't support price

fixing. He realizes that there is an issue with public drunkenness, but he feels that enforcing the laws already exist would help tremendously. Sheals reiterated that point by saying that the CID needs to help support CPD to be able to do its current job well, not add on responsibilities. Dushoff and Garcia got into a discussion about how downtown was the safest unit this year and the statistics that the City was using to justify the ordinance show that Columbia is the safest of the four cities mentioned and the four cities are the four largest cities in Missouri so they will clearly have the most incidents, they have the most people. CPD hasn't increased its staff in years while the population has steadily risen. Sheals agreed that this is mis-regulation and over-regulation but vomit on the streets is an issue. Dushoff believes that the presence of officers would improve the situation. Czaicki pointed out that there may not even be any public intoxication laws. Garcia believes that increasing the punishment for ID fraud and training bouncers and door people more on proper identification would also help. Dushoff stated that he was surprised the City went so far ahead with this without any public input. The ordinance applies to the entire City. Operations will look over the Hospitality Assessment. The board as a whole feels strongly against over and mis-regulation, they would like to support a hospitality commission and have a representative on it but would not like to run it, they also would like to increase training, punishment for minors in possession, and CPD enforcement. McClung moved to write a letter of non-support for the ordinance but support decreasing issues caused by public drunkenness and support a hospitality commission. Dushoff seconded, all approved.

#### **Flat Branch Park Extension**

Sheals summed up the new working park design plan and why it works out for everyone. The parking lot will provide the necessary grade and drainage needed for storm water, the lot will be used for staging the park, and the land exchanged is almost the exact same amount of space. Sheals responded to questions saying that she was satisfied with the plan. They are contracting with Arcturus to design the "Columbia" sculpture and need to begin releasing CID Gateway funds for the Plaza. Mendenhall moved to accept the new plan, McClung seconded, all approved. Mendenhall moved for a resolution to release the money for the park, Dushoff seconded, all approved.

#### **Consent Agenda**

Hohenstein summed up all the contracts that were repeated from last year. They make up resolutions 2020-03 through 2020-12. The missing resolution is for GKC, the accounting firm the CID currently uses and are waiting for hear back from. Dushoff moved to approve the resolutions included in the consent agenda, McClung seconded, all approved.

#### **Committee Reports**

##### **Operations**

Parmley updated everyone on their work on the sidewalk dining ordinance, the rideshare, planters, and parking for the Blue Note. The committee will begin revisions for the sidewalk dining ordinance after Nickie sends out a survey to the affected businesses.

##### **Economic Development**

Garcia updated and invited everyone to their homeless outreach roundtable to discuss programs already available, wording on campaigns and issues with panhandlers vs homeless people. Sheals requested that the committee go through the full board next time they start a community roundtable but commended their work. He and Davis provided an updated on the website, that Birk and Davis would create the website, pay for the interactive map and have Hoot Design on call for a number of hours each month for support. Mendenhall moved to add \$1000 to the website budget, Parmley seconded, all approved.

### **Marketing**

Rust informed the board that attendance for Drinks in the District was up significantly from the last time, Restaurant Week also experienced solid growth in attendance and awareness. They are waiting on feedback from Drinks in the District and Dog Days. The Caffeine Crawl is under way to occur with the Shop Hop and Magic Tree Lighting.

### **DLC Report**

Mendenhall updated that the DLC talked about climate control and maintenance needs. They would talk about the park next meeting.

### **Parking Commission Report**

The commission adopted a mission statement to use as a litmus test for anything that is run by them. They are exploring the idea of privatizing parking. Mendenhall mentions Atwill and the county parking garage. McClung stated that the waitlist was down for permits. He anticipates that it will go back up with the return of the students but interprets it as a sign that there is enough parking downtown.

### **Staff Report**

Hohenstein told everyone that Steve Hollis would be at the roundtable on Tuesday.

Mendenhall moved to adjourn the meeting at 4:50pm, McClung seconded, all approved.

Downtown Community Improvement District  
Special Session  
August 15, 2019  
11 South 10<sup>th</sup> Street

Present:

Tom Mendenhall  
Van Hawxby  
Deb Sheals  
Munir Mohammad  
Kevin Czaicki  
Jesse Garcia  
Kenny Greene  
Dave Parmley  
Deb Rust  
Mike McClung  
Logan Dale  
Auben Galloway  
Adam Dushoff  
Kalle LeMone

Sheals called the meeting to order at 2:45pm.

Mendenhall moved to go into closed session under Section 1(c) 610.021 (13) of the Revised Statutes of Missouri to discuss and vote for Executive Director candidates. Dushoff seconded and all approved.

Parmley moved to come out of closed session, Mendenhall seconded, all approved.

McClung moved to adjourn the meeting at 3:25pm, Parmley seconded, all approved.

**Downtown Community Improvement District  
Operations Committee Meeting  
August 15, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Munir Mohammad  
Kalle LeMone  
Deb Rust  
Dave Parmley  
Kevin Czaicki  
Mark Sulltrop  
Chris Kelly

**Absent:**

John Ott

**Guests:**

Mark Snyder  
Matt Bohmer  
Leigh Lockhart  
Top Ten Wines  
Shane Creech  
Tim Teddy

Parmley called the meeting to order at 3:30pm

Mendenhall moved to approve the agenda, Czaicki seconded, all were in favor.

**Tour Bus Parking**

The parking solution agreed upon by everyone for the Blue Note's tour buses at the last meeting works, they will just need to trim a tree first.

**Sidewalk Dining Ordinance**

The sidewalk dining ordinance started as an alcohol ordinance to allow more than beer and wine to be served outside. The permit was added to the ordinance as an enforcement mechanism if dining areas take up too much of the sidewalk. Top Ten Wines has had bad experiences in the past with police hassling him 12 weeks in a row about his patio years ago when the ordinance first changed despite the police never having to be called to his business in the three years he had been open by that time. He felt it was an offensive overregulation. Czaicki stated that Room 38 wasn't the only problem, the CID had issues with that original ordinance because it contradicted itself. Lockhart asked why they would penalize everyone else, fix issues like Room 38 by preventing them in the future, there are no complaints about

sidewalk dining. Parmley thought it was to make a level playing field. Rust pointed out that the CID is a liaison, not the City, the CID needs to come up with a solution but it cannot assure that it happens because the decision rests with council. Rust feels that since she and other business owners pay a lot of money to keep the sidewalks clear of snow and ice, they should be able to use that space in the parts of the year where it is beneficial. Lockhart followed up that she is okay the ordinance, it is the permit and fee she would like to do away with. Rust said that she would be okay turning in a diagram or map of her dining area to help with the ordinance to stay ADA compliant. Teddy said that he didn't think the fee would be necessary if enforcement of the sidewalk ordinance was complaint driven. It was pointed out that the ordinance did not fix the actual issues like Room 38. Room 38 took to council to buy parking spaces and get a right of use permit for that area. The committee informed that the City has agreed to make the CID aware of any right of use permits in the area to prevent limiting sidewalk visibility and accessibility again. Lockhart feels that parking spaces should not be for sale and that everyone loves outdoor dining, she has no issues with the ordinance other than the permit and fee. The committee discussed the umbrellas and logos for a while as well as how the ordinance would be enforced. Teddy stated that he cannot write tickets, he would have to tell the business that they were not in compliance with the ordinance, give them time to compile, and if they did not, he would have to take the issue to the city prosecutors. He also said that most of the complaints are usually just about the 60-inch clearance for ADA requirements. He said that diagrams of outdoor dining would be helpful for complaint driven enforcement. The group also discussed issues with old bikes not being removed from racks and meters in a timely fashion, which effects outdoor dining spaces. Rust suggested a one-time diagram approval with no fee. Mohammad suggested editing the ordinance by taking out the fee and permit part and adding in no permanent structures. He would not like to limit creative spaces like alleyways. The decision is councils call but the CID, Teddy and Creech can make a suggestion.

### **Parks and Rec Planters Follow-up**

Synder and Bohmer give the updated estimate of \$20,000-30,000 per planter and reviewed the options presented at the last meeting. They updated that utilities may be built under some of the planters, which would be why they are risen. Currently, each planter is unique so it is unclear. After they get the plan from the CID, they will do Dig-Right to see what is underneath. The new planters have to be designed keeping storm water and visibility concerns in mind. The CID already has \$48,000 allocated towards planters, the committee will consider asking for more funding. There is also the \$150,000 from public works that could go towards the planters. The group considering asking for storm water funding for the project. The committee also pointed out that the money may need to go toward sidewalks. Davis informed them that the City has been great about getting things fixed when she sends them to Carol Rhodes so it may not be a huge concern to put the money towards curbs. The group would like to focus on the 13 planters on Broadway first. They can afford to fix ten now so they need to focus their concerns. Ideally, the design will be tied to the Gateways design to remain consistent throughout downtown. Bohmer is also working on the design for that project so he will be able to use the same materials that Arcturus will use for the sculpture on the planters. The group likes the shorter planters with the sloping curb but could mix some designs together. They will start with the intersection at 9<sup>th</sup> and Broadway to change the planters out first. Parmley would like to see

native grasses and flowering perennials in the planters for less maintenance and year-round life.

**Ride Share Parking Update**

Hohenstein shared that it was the same update as Tuesday at the board meeting.

Czaicki moved to adjourn the meeting at 4:41pm, Kelly seconded, all approved.

**Downtown Community Improvement District  
Economic Development Homeless Outreach Round Table  
August 20, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Jesse Garcia  
Deb Rust  
Adam Dushoff  
Auben Galloway

**Guests:**

Lt. Brian Tate  
Chief Geoff Jones  
Jason McClintic  
Steve Hollis  
Katie Wilkins  
John Trapp  
Mike Trapp  
Mayor Brian Treece  
Connie Carpenter  
Carol McEntyre  
Robert Floyd  
Rocky Eldon  
Don Greniwald

Garcia called the meeting to order at 3:31pm.

Dushoff moved to approve the agenda, Rust seconded, all were in favor.

Hollis informed the group that the services for homelessness available in the area are purchased, not done in house by any levels of government. They use RFPs and are not allowed to use grants but work closely with the County's child services fund. The Functional Zero Task Force has partnerships with Salvation Army, Rainbow House, Love Inc, United Way, Room at the Inn, the VA and more. Annually, they spend about \$600-\$700 thousand on homeless services, one million including housing vouchers. Together they have a coordinated entry list to keep track of as many of the homeless people in the area. Their statistics only include people on the streets or in shelters. They do not include the housing unstable population. The homeless population in general has been stable in numbers despite Columbia's population increasing and the funds to help the homeless decreasing.

Wilkins jumped in to add that there has been major improvements in veteran homelessness, only 65 of the 232 accounted for homeless people in Columbia are veterans. Most of the panhandlers are not homeless although many of the outreaches also try to engage them. The outreaches use a common list of names and assessment for each situation and meet every



other week. The Task Force is changing their methods of delivering the homeless services. They used to be first come first served like a drive through, but now they are operating more like an ER and take care of the most vulnerable people in the most critical conditions first because resources are scarce. She explained that un-homed people have no safe place to go or camp in Columbia so people get shuffled around when they are told they can't stay somewhere. This makes more work for the task force to locate them again. Housing and living wages can be a struggle here due to apartments catering to the student population, it makes paying rent and finding affordable and available housing difficult for those living in poverty. They realize that they are not going to be able to stop housing unstable people from becoming homeless but their goal is to re-house people as quickly as possible.

Hollis pointed out that a big issue is finding a place to build a shelter, but there are so many services for homeless people in Columbia that other towns and cities in Missouri put their homeless people on buses to here. Hollis is glad that Columbia is able to have the services it does, similar to a big City, however, many states that have vastly improved their homeless situations have used Medicaid to do so. Missouri is not one of those states. He pointed out that it is cheaper to house someone than it is to pay for all of the service calls to EMTs, CPD, the Fire Department. One individual in the local homeless community averages having services called to him 25 times a month. The Functional Zero Task Force tries to have better working relationships with the hospitals and businesses to have a protocol for helping the homeless in emergency situations, but so far the VA is the only successful partner. Their biggest struggle is with PR since most of the task force is social services orientated rather than communication orientated. They feel that improvements in marketing all the services available could lead to stronger partnerships, help find a community shelter, detox service, and mental health services. Sometimes they can find people homes but they still hang out at Flat Branch Park because the homeless community is home to them, it is where they feel safe.

Chief Jones chimed in to say that the homeless and panhandling community has its own rules. One of those include that panhandlers do not write "homeless" on their sign if they are not actually homeless. They will put something along the lines of "anything helps" instead.

Hollis thanked CPD and the park rangers for being so helpful. He said that the pocket park would be an issue because they would camp out at it. Jones and Hollis let everyone know that there are ordinances against panhandling in Columbia, but they do not criminalize it. Instead the ordinances limit where people can pan handle, however, they are not strongly enforced because there have been so many case laws in higher level court circuits that it would not stand. The best way to get panhandlers accounted for legally is exhibiting aggressive behavior (which must have a witness willing to testify in court). Panhandling is a symptom of something else, they try to figure out what it is for that individual: mental health, drugs, poverty, housing instability. Wilkins added that you can always be kind to homeless people even if you don't know how to help them. They are not trying to criminalize homelessness but sometimes a court summons can help them be reached. John Trapp said that he builds relationships with the homeless and panhandlers, but ones that don't want to change their ways usually need something bad to happen to them before they are ready to change their situation. It's

important that he has a relationship with them so that they know to talk to him when they are ready.

Garcia asked around the table to see what other resources were available. He received the response that the spectrum of resources needed are available, just not enough of them to go around. They need more marketing and more funding and said that would be the best way to help. Hollis said that sometimes it's a real issue to get a legal guardian for someone or someone that is willing to be responsible for some of the people. Trapp offered that 4AChange LLC could help provide workshops and education to business owners and residents in the District to help. Wilkins said that they also need more landlords willing to rent to the homeless. The homeless population houses just as well as any other renting population, 85-90% of them are great tenants but the stigma around them makes it more difficult to find housing despite rent being subsidized and a case manager coming with them in case there are any issues. They briefly mentioned that a damage deposit may help a landlord have peace of mind despite it never getting used in most cases. They would like to decrease the stigma and have some sort of real time intake available to help people all times of the day and all days of the year. Hollis responded to Dushoff's question about detoxification by saying that there's a great need for it but not many funds to pay for it. A shelter with detox, behavioral, and mental services in it would be ideal but there is not yet a location or funds for it. Dushoff pointed out that the services they are providing are great but the issue lays at higher governmental issues, politics aside, the federal government needs to have more services. He said that the CID has limited resources and the perception of the panhandling population is worse.

Suggestions for the CID to help improve the situation without having to rely on the CPD or justice system included vouchers or tickets to give to residents and businesses to give to homeless people or panhandlers to come to some sort of services meeting to find out what is available to help them. Educating and having a common policy for employees, business owners and property owners to communicate to the homeless people or panhandlers to create a more unified front. They discussed the issues the CID has had with previous attempts to help. The CID could make cards available to people to let them know what they can do if they are asked for money and on the back have the services and resources available for the homeless. They like the ideas to have a gathering once a month to ask the panhandlers to not be aggressive in a way that effects the businesses.

Dushoff moved to adjourn the meeting at 5:07pm, Rust seconded, all were in favor

**Downtown Community Improvement District  
Special Session of the Board of Directors  
Friday, August 23, 2019  
11 South Tenth Street**

**Present**

Tom Mendenhall  
Van Hawxby  
Deb Sheals  
Kenny Greene  
David Parmley (phone)  
Deb Rust  
Mike McClung  
Kalle LeMone

**Absent**

Munir Mohammad  
Kevin Czaicki  
Jesse Garcia  
Logan Dale  
Auben Galloway  
Adam Dushoff

Meeting was called to order by Sheals at 12:06pm.

Mendenhall moved to approve the agenda, Greene seconded, all approved.

Greene moved to set the Downtown Community Improvement District property assessment rate for Tax Year 2019 at .4778 per \$100 of assessed valuation. No change from Tax Year 2018 assessment rate. McClung seconded, all approved.

Sheals moved to adjourn the meeting at 12:11pm, McClung seconded, all were in favor.

**Downtown Community Improvement District  
Marketing Committee  
August 27, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Jesse Garcia  
Deb Rust  
Mark Sulltrop  
Christian Kelley  
Kalle LeMone  
Munir Mohammad

**Absent:**

Van Hawxby

**Guest:**

Deb Marshall

Rust called the meeting to order at 3:33pm.

LeMone moved to approve the agenda under the condition that the discussion of digital agencies was moved up. Sulltrop seconded, all approved.

**CVB Visitors Guide**

Marshall informed everyone that the Missouri Life Magazine's bid won the City's RFP for the Convention and Visitors Bureau city guide. The guide will be sent to 11 SEC towns, Columbia's neighboring communities, as well as the other large Missouri cities. The guide will change to be the size of a magazine instead of a tri-fold brochure sized booklet and include much more editorial content than in the past. It will tell stories, give itineraries, have a digital edition, and be free. The District usually buys a \$1600 half page ad in it. The ad was not already in the media buy, it would come out of marketing's contingency fund. The deadline to reserve space in the guide is November 22<sup>nd</sup> and the guide will come out in February of 2020. The committee discussed using their ad as an image or editorial and decided a calendar of events would be best. They approved to get the ad.

**Digital Agency Updates**

Davis had received bids from Vantage, LV, Cumulus, Fox, KMIZ, and the Tribune for digital agencies. After reading through the packets, they preferred Vantage and LV. The committee discussed their concerns with both including a couple stories where LV events had not checked what else was happening in the area on the same day. They would like to see a sample of their creative design for the District, but the committee preferred Vantage, they would attend the first part of the meeting each month to check in.

**Drinks in the District Review**

7 participating bars responded to the survey, overall, they were happy with the event, some were unhappy with the time and wished that it was during a busier season in Columbia or during football season. The committee felt this was interesting because they do it as a way to increase business during slow times. The bars would also like to have the training materials a bit earlier for staff.

### **Dog Days Review**

The committee discussed the balloons and would in the future like the balloons to be in larger clusters farther apart.

### **Halloweenie**

Mohammad reiterated that he was pleased with the name change. Davis let everyone know that Ruth from My Secret Garden has 4 weddings that weekend and wanted to see if they could change the event time. The committee discussed it but regretfully felt that the date had already been published and publicized too many times to change. The Zombie Pub Crawl now is on November 1<sup>st</sup>

### **Holiday Shop Hop**

Kelley requested that the office release the time of the magic tree lighting until after daylight savings time is checked to make sure it is dark in time to light the tree. The event will be in front of Commerce Bank on November 2<sup>nd</sup>, same day as the caffeine crawl. The crawl has Kaldi as the main sponsor and Fretboard is officially participating, he is working towards finalizing everything and tickets will go on sale then.

### **Living Windows**

Davis asked the committee how to make judging the event easier. A few suggestions were given out. Kelley's sounded fairly achievable, to have a team of photographers take pictures and videos of each window and convene in the office to let the judging panel view each and decide. They briefly discussed who to select as judges and moved to talking about the prize, which is mostly bragging rights and the poster but there may be a feature in the e-newsletter or a blog post to add.

### **Goals and Next Steps**

Tabled

### **Educational Workshops**

Natasha from the Hatchery would like to do a social media workshop for the businesses in September. Kelley warned any week except the week of Roots n Blues.

Garcia moved to adjourn the meeting at 4:55pm, Kelley seconded, all were in favor.

**Downtown Community Improvement District  
Executive Committee  
September 3, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Kenny Greene  
Jesse Garcia  
Logan Dale  
Mike McClung  
Deb Sheals

Sheals called the meeting to order at 3:33pm.

Garcia moved to approve the agenda, Dale seconded all approved.

The committee discussed the agenda for the September board meeting. The agenda will include welcoming the new Executive Director and Director of Operations, a discussion about the 5-year Strategic Plan, an update on the Drink Specials Ordinance, the one word project, panhandlers roundtable discussion, Barbara Buffalo discussing sustainability, an update on sidewalk dining, the transition plan and any missing tasks, releasing more Gateway funds, board applications coming open in October. They spent a bit more time discussing the panhandlers and the SBD tax rate.

Greene moved to close the meeting to discuss the previous director's benefits and the budget for salaries, Garcia seconded, all approved.

Garcia moved to open the meeting back up, McClung seconded, all were in favor.

Garcia moved to adjourn the meeting at 4:45pm, Greene seconded, all approved.

Downtown Community Improvement District  
Search and Review  
September 4, 2019  
11 S 10<sup>th</sup> Street

Present:

Kenny Greene  
Munir Mohammad  
Adam Dushoff  
Deb Sheals

Absent:

Mike McClung

Sheals called the meeting to order at 3:30pm.

Dushoff moved to approve the agenda, Greene seconded, all were in favor.

Dushoff moved to close the meeting under Section 610.021 (13) Section 1(c) of the Revised Statutes of Missouri.

Greene moved to open the meeting back up, Dushoff seconded, all were in favor.

Dushoff moved to adjourn the meeting, Greene seconded, all approved.