

**RESOLUTION NO. 2020-01**

**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 10<sup>th</sup> day of September, 2019.



Chairwoman of the Board of Directors

(SEAL)

Attest:

  
Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2020-01**

**GKC Agreement Attached**

## Bob Hohenstein

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**From:** Heidi Ross  
**Sent:** Monday, August 19, 2019 4:39 PM  
**To:** Bob Hohenstein  
**Cc:** Heather Martin  
**Subject:** FY20 Downtown CID  
**Attachments:** Downtown CID EN Letter FY20.pdf

Bob:

Our professional regulatory agencies require that we periodically set forth in writing the understanding between you and us regarding the services that we perform for your organization. Attached please find an updated copy of the engagement letter outlining the scope and limitations of the accounting services our firm would provide to Downtown Community Improvement District for the upcoming fiscal year.

We encourage you to carefully review the document and to ask questions and/or suggest changes if necessary. We want to ensure that we are all in agreement as to the nature of the services we are providing, and the expectations we have of each other.

If the document meets with your understanding as it is, please sign and return a copy to us. If you have questions or corrections, please let us know so that we may get an updated letter to you.

The monthly fees for providing these services to Downtown CID have remained unchanged since January of 2015; however, a portion of the fee has also historically been supplemented by amounts invoiced to Central Columbia Association (a related organization) for similar services. The combined monthly fees charged both organizations approximated the combined rates for providing the services. Recently, however, Central Columbia Association has changed to a quarterly reporting timeframe and the fees charged that organization were reduced to accommodate the new reporting schedule. This reduction in billings to Central Columbia Association leaves less overage to apply against the time invoiced to Downtown Community Improvement District. As a result, the District will see it's monthly fees increase accordingly to cover the amount previously supplemented by CCA. The new monthly rate for Downtown CID is expected to be \$315. Compared to the prior monthly billing of \$210, this seems like quite an increase; however, combined with the Central Columbia Association billings, it is actually an overall decrease in monthly fees, as outlined below.

### Summary of Monthly Accounting Fees

From 2015-2019: CID = \$210/month x 12 months = \$2,520  
CCA = \$165/month x 12 months = \$1,980  
Total = \$4,500

Proposed FY 20: CID = \$315/month x 12 months = \$3,780  
CCA = \$165/quarter x 4 quarters = \$ 660  
Total = \$4,440

If you would like to discuss any aspect of the attached engagement letter or proposed fee schedule, please let me know. Thank you for your time and consideration.

Sincerely,

-Heidi

**Heidi Ross, CPA**

Gerding, Korte & Chitwood, PC, CPAs

20 South Fifth Street

Columbia, MO 65201

(573) 449-1599 Ext 206

Fax: (573) 443-8603

**DISCLAIMER:** Any accounting, business or tax advice contained in this communication, including any attachment hereto, is not intended as a thorough, in-depth analysis of specific issues, nor is it a substitute for a formal accounting or tax opinion, nor is it sufficient to avoid tax-related penalties. If desired, Gerding, Korte & Chitwood, PC, CPA's would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be subject to a separate engagement letter that would define the scope and limits of the desired consultation services.

**CONFIDENTIALITY NOTICE:** This communication and any attachment hereto, is intended for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient and have received this e-mail in error, you are hereby notified that any disclosure, dissemination, distribution or copying of this e-mail, and any attachment hereto, is strictly prohibited. Please notify me immediately and permanently delete the original and any copy of this e-mail, including any printouts thereof. Thank you for your cooperation.



GERDING, KORTE & CHITWOOD CPAS  
Professional Corporation  
Certified Public Accountants

Downtown Community Improvement District  
11 South Tenth Street  
Columbia MO 65201

20 South Fifth Street  
Columbia, MO 65201  
(573) 449-1599  
Fax: (573) 443-8603  
www.gkccpas.com

We are pleased to confirm our acceptance and understanding of the services we are to provide for the year ended September 30, 2020.

You have requested that we prepare the financial statements of Downtown Community Improvement District, which comprise the annual and monthly governmental fund balance sheet / statement of net position – modified cash basis and the related governmental fund revenues, expenditures, and changes in fund balances / statement of activities – modified cash basis for the year ended September 30, 2020, and perform a compilation engagement with respect to those financial statements. These financial statements will not include related notes to the financial statements required for financial statements prepared in accordance with the modified cash basis of accounting.

In addition, the statements of assets, liabilities, and net position – modified cash basis and statements of revenues and expenditures (budget to actual) – modified cash basis, will be prepared and presented with the financial statements. Such supplementary information is the responsibility of management and will be subject to our compilation engagement.

**PARTNERS**

*Fred W. Korte, Jr.*

*Joseph E. Chitwood*

*Travis W. Hundley*

*Jeffrey A. Chitwood*

*Amy L. Watson*

*Heidi N. Ross*

**Our Responsibilities**

The objective of our engagement is to –

1. Prepare financial statements in accordance with the modified cash basis of accounting based on information provided by you, and
2. Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the modified cash basis of accounting.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA’s *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

**PARTNER EMERITUS**

*Robert A. Gerding*

MEMBERS OF AMERICAN INSTITUTE  
OF CERTIFIED PUBLIC ACCOUNTANTS

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the District or noncompliance with laws and regulations.

We will also perform the services listed below. We have indicated the frequency of the services that you expect us to provide:

Monthly – M      Annually – A      Quarterly – Q      As requested – R

We will perform the following bookkeeping services:

- (M) Post transactions to your general ledger
- (M) Reconcile bank statements
- ( ) Maintain employee earnings records
- (M) Record adjusting entries as needed
- (M) Prepare and update depreciation schedules
- ( ) Prepare trial balance of accounts receivable
- ( ) Prepare trial balance of accounts payable
- ( ) Other services (specify)

We will perform the following tax services:

- ( ) Federal and State Income Tax Returns
- ( ) Tax planning or consultations
- ( ) Federal and State Payroll Tax Returns
- ( ) State Sales Tax Reports
- ( ) Annual Employee Wage and Tax Statements (W-2's, W-3's)
- (A) 1099's (Interest, Dividends, Miscellaneous)
- ( ) Other tax services (specify)

The objective of our tax services portion of the engagement is to prepare the tax returns in accordance with Statements on Standards for Tax Services issued by the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional service and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified cash basis of accounting and assist you in the presentation of the financial statements in accordance with the modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the modified cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
2. The preparation and fair presentation of financial statements in accordance with the modified cash basis of accounting and the inclusion of a description of the modified cash basis of accounting.
3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
4. The prevention and detection of fraud.
5. To ensure that the District complies with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide us for the engagement.
7. To provide us with –
  - Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - Additional information that we may request from you for the purpose of the compilation engagement.
  - Unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.



## **Your Responsibility Related to Retention of Records**

It will be your responsibility to retain and protect your records for possible future use, including possible examination by local, state, or federal tax or law enforcement authorities.

## **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our report will disclose that the District's management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were to be included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements will not be designed for those who are not informed about such matters.

We are not independent with respect to Downtown Community Improvement District. We will disclose that we are not independent in our compilation report.

Our report will disclose that the financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles general accepted in the United States of America.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

The supplementary information accompanying the financial statements will be presented for purposes of additional analysis. Our report will not express an opinion, a conclusion, nor provide any assurance on such information.

## **Other Relevant Information**

Heidi N. Ross is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Fees for our services are based on the value of the services rendered, using the standard hourly rates in effect for each professional or paraprofessional assigned to the engagement. Out-of-pocket expenses, including computer processing charges, will be added to the invoice. Interim bills may be submitted at periodic dates to cover charges and expenses incurred. All bills for our professional services are payable upon presentation. If turned over for collection, you agree to reimburse us for

all costs of collection, including reasonable attorney's fees.

It is agreed that should you bring an action against our firm, its shareholders, directors, officers, partners, or employees, your maximum recovery will be limited to the fees charged and actually paid to us for the particular engagement or segment of the engagement for which the action seeks recovery.

It is agreed that this agreement for services may be terminated by either you or by our firm upon thirty days written notice.

We will, of course, advise you before undertaking any other professional services that would require changes in our fee arrangements.

If during the term of this agreement, you seek or are declared bankrupt by the U. S. Bankruptcy Court, you specifically agree to affirm and remain personally liable for all sums owed to our firm and to pay such amounts after the discharge of the bankruptcy.

Estimated fees in this engagement represent only a small fraction of the damages that you might suffer as a result of our failure to uncover a fraud or embezzlement within your organization, even assuming that such irregularities were subject to discovery in accordance with the professional standards (SSARS) applicable to this engagement. Accordingly, our liability to you in such an event shall be no more than our aggregate fees received during the period in which our compilation engagement failed to discover such fraud.

### **Engagement Administration and Other Matters**

In the interest of facilitating services to the Organization, we may communicate by facsimile transmission or send electronic mail over the internet. Such communications may include information that is confidential to the Organization. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these electronic devices during this engagement.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, the documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the financial statement, which we will provide to you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we become obligated to pay any judgment or similar award, agree to pay any amount in settlement, and/or incur any costs as a result of any inaccurate or incomplete information that you provide to us during the course of this engagement, you agree to indemnify us, defend us, and hold us harmless against such obligations, agreements, and/or costs.

You agree that any dispute that should arise under this agreement (including those with respect to the scope, nature and quality of services to be performed by us, and our fees) shall be submitted to mediation prior to resorting to litigation and that you will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the County of Boone, State of Missouri, by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Missouri law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to impose litigation costs against any non-prevailing party identified in this letter found not to have participated in the mediation process in good faith.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.

If any of the above sections or clauses are held to be invalid for any reason, or declared to be null and void, all other sections and clauses of this agreement shall remain valid, will not be nullified, and are hereby further affirmed.

If the above terms are in accordance with your understanding with the terms of our engagement and are acceptable to you, please sign and date the duplicate copy of this letter and return it to us.

We very much appreciate the opportunity to be of service to you, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Sincerely,



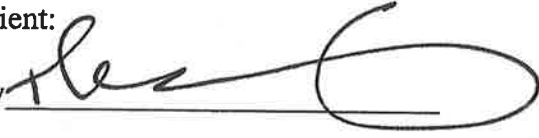
Gerding, Korte & Chitwood, PC, CPA's

By   
Shareholder

**Acknowledgment:**

The services described in the foregoing letter are in accordance with our requirements and we understand the terms and conditions recited above.

Client:

By 

Title Executive Director

Date 9/16/19

**RESOLUTION NO. 2020-02**

**A RESOLUTION AUTHORIZING THE FUNDING OF UP TO \$50,000 FOR DESIGN WORK IN REGARD TO THE FLAT BRANCH PARK EXTENSION AT GATEWAY PLAZA 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

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

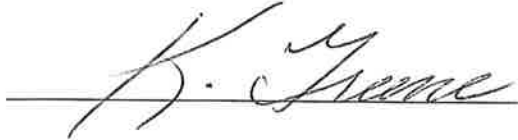
1. The Board of Directors hereby approves the funding and the Chairwoman of the Downtown Community Development District's Board of Directors is authorized to execute, and the Secretary is authorized to attest on behalf of the Downtown Community Improvement District, funding of up to \$50,000 for the purpose of design work associated with the Flat Branch Park Extension at Gateway Plaza project. Approved design work to be conducted by Arcturis, Inc. and its approved subcontractors, if any.
2. Funds in the amount of up to \$50,000 are to be withdrawn from the Downtown Community Improvement District's "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 13<sup>th</sup> day of August, 2019.



Chairwoman of the Board of Directors

(SEAL)  
Attest:



Secretary of the Board of Directors

**RESOLUTION NO. 2020-03**

**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 13<sup>th</sup> day of August, 2019.



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Chairwoman of the Board of Directors

(SEAL)

Attest:



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Secretary of the Board of Directors



**EXHIBIT A  
TO RESOLUTION NO. 2020-03**

**United Fire Insurance Agreement**

**Policy on file for review at:**

**Downtown Community Improvement District  
ATTN: EXECUTIVE DIRECTOR  
11 South Tenth Street  
Columbia, MO 65201-5099  
(573) 442-6816**

**TIG Advisors  
ATTN: LAURA BOSLEY, CISR  
200 East Southampton Drive  
Columbia, MO 65203  
(573) 875-4800**



February 5, 2019

**TIGadvisors.com**

*The Insurance Group is now TIG Advisors.  
Same ownership - new name.*

Bob Hohenstein  
Downtown Community Improvement District  
11 S. 10<sup>th</sup> St.  
Columbia, MO 65201

RE: Directors and Officers & EPLI Policy #8242-3489  
Chubb Group of Insurance Companies  
Policy Term 3/11/19 to 3/11/20  
Businessowners Policy #60483777  
United Fire & Casualty Company  
Policy Term 3/2/19 to 3/2/20

Dear Bob:

Please find enclosed the above referenced Directors & Officers/EPLI renewal policy for the period March 11, 2019 to March 11, 2020. The annual premium for this policy is \$1,172.00 and our invoice for this amount is enclosed.

The above referenced Businessowners renewal policy for the period March 2, 2019 to March 2, 2020 will be mailed to you direct from United Fire & Casualty Co. The annual premium for this policy is \$1,245.00. This is a direct bill policy so all statements will come from United Fire & Casualty Co.

Please take a few moments to review the policy coverages, limits and exclusions to ensure our information is accurate and up-to-date. Should you have any questions or if any changes need to be made, please do not hesitate to give us a call.

Thank you very much for your continued business with our agency; please let us know whenever we may be of further assistance. Keep in mind, TIG Advisors offers a variety of insurance products and services.

Sincerely,

A handwritten signature in black ink that reads "Laura Bosley".

Laura Bosley, CISR

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**Columbia**

200 East Southampton Drive  
Columbia, MO 65203  
Phone: 573-875-4800  
Fax: 573-875-4514

**Dogwood**

720 E Broadway  
Columbia, MO 65201  
Phone: 573-875-4800  
Fax: 573-875-4514

**St. Louis**

#1 McBride & Son Center Drive Suite 120  
Chesterfield, MO 63005  
Phone: 636-537-0002  
Fax: 636-532-9583

**RESOLUTION NO. 2020-04**

**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 13<sup>th</sup> day of August, 2019.



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Chairwoman of the Board of Directors

(SEAL)

Attest:



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Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2020-04**

**Block By Block Proposal Attached**

## **THIRD AMENDMENT TO THE AGREEMENT**

This **THIRD AMENDMENT TO THE AGREEMENT** (the “Third Amendment Agreement”) is entered into as of August 13, 2019 by and between the Downtown Community Improvement District, 11 South 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 (herein referred to as “Block by Block”).

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

**WHEREAS**, the parties have entered into the Agreement for Environmental Maintenance dated October 1, 2016, a First Amendment dated, October 1, 2017 (“First Amendment Agreement”) and a Second Amendment dated October 1, 2018 (“Second Amendment Agreement”).

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

**NOW, THEREFORE**, in consideration of 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 Third 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, 2019 expiring on September 30, 2020.
3. For purposes of clarity, the parties hereby agree to amend pricing as set forth herein on the effective date of Tuesday, October 1, 2019 through Wednesday, September 30, 2020.
4. Section 5(a) is hereby deleted and replaced with the following:  
Section 5(a): “In consideration of the Services, the Customer shall pay Block by Block a flat monthly fee of \$14,449.57 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 the Customer. The maximum annual amount of payments to Block by Block for the Services shall not exceed \$173,394.80,”
5. Section 5(b) is hereby deleted and replaced with the following:  
Section 5(b): Additional services either within or outside the Service Area may be requested Customer from time to time. These services shall be provided at the same per hour cost for cleaning for straight time. Customer shall make a written request for such

additional services at least forty-eight (48) hours in advance of the time service is needed.”

6. EXHIBIT A (ATTACHED) SHALL SUPERCEDE ALL PREVIOUS AGREEMENTS AND AMENDMENT AGREEMENTS FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 IN REGARDS TO THE PRICING MODEL, PROPOSED WORK SCHEDULE AND PRICING CHANGES SUMMARY.
7. 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.

**FOR CUSTOMER:**

DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**FOR BLOCK BY BLOCK:**

MYDATT SERVICES INC., D/B/A BLOCK BY BLOCK

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT A  
TO RESOLUTION NO. 2020-04**

**Block By Block Proposal Attached**





- EXHIBIT A -

Pricing Model Fiscal 2019/2020

PRICING	Clean Ambassadors	Operations Manager
<b>Pay Rate</b>	\$ 12.00	\$ 25.75
FICA	\$ 0.92	\$ 1.97
WC	\$ 0.66	\$ 1.42
Liability	\$ 0.31	\$ 0.66
Unemployment	\$ 0.15	\$ 0.31
<b>Subtotal</b>	\$ 14.04	\$ 30.11
Weekly Hours	80.00	40.00
Annual Hours	4,160.00	2,080.00
<b>Annual Billing</b>	\$ 58,406.40	\$ 62,628.80
Overhead	\$ 5.34	\$ 5.34
Benefits	\$ 0.78	\$ 0.78
Profit	\$ 2.28	\$ 2.28
<b>Bill Rate</b>	\$ 22.43	\$ 38.50
Weekly Hours	80.00	40.00
Annual Hours	4,160.00	2,080.00
<b>Annual Billing</b>	\$ 93,312.80	\$ 80,082.00
<b>ANNUAL BILLING</b>		\$ 173,394.80
<b>Monthly Flat Bill Amount:</b>		\$ 14,449.57

Proposed Pricing Changes

- Added a 3% wage increase for Operations Manager
- Added a \$0.25 increase per hour for Cleaning Ambassadors

Proposed Schedule

Position	Hours	Zone	Primary Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Cleaning Ambassadors	7am-3:30pm		Manual Cleaning	8			8	8	8	8	40
	7am-3:30pm		Manual Cleaning	8	8	8			8	8	40
Operations Manager	FLEX	ALL	This is a 'Working Manager' who will provide special projects opportunities		8	8	8	8	8		40
<b>Daily Totals</b>				16	16	16	16	16	24	16	
Total Scheduled Weekly Hours											120

Proposed Schedule Changes

- There are no proposed changes to the schedule for 2018/2019

Pricing Changes Summary

	2018/2019	2019/2020
Annual	\$ 169,985.80	\$ 173,394.80
Monthly	\$ 14,165.58	\$ 14,449.57
Annual Increase		\$ 3,409.00
Monthly Increase		\$ 283.99

# 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").

## WITNESETH:

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

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.

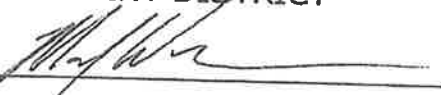
**17) ATTORNEY'S FEES:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded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

By: 

Printed: MICHAEL S. WAGNER

Title: CHAIRMAN

Address: 11 S. Tenth St  
Columbia, MO 65201

**Block By block:**

MYDATT SERVICES INC., dba BLOCK BY  
BLOCK

By: 

Printed: Blaine M. Bride

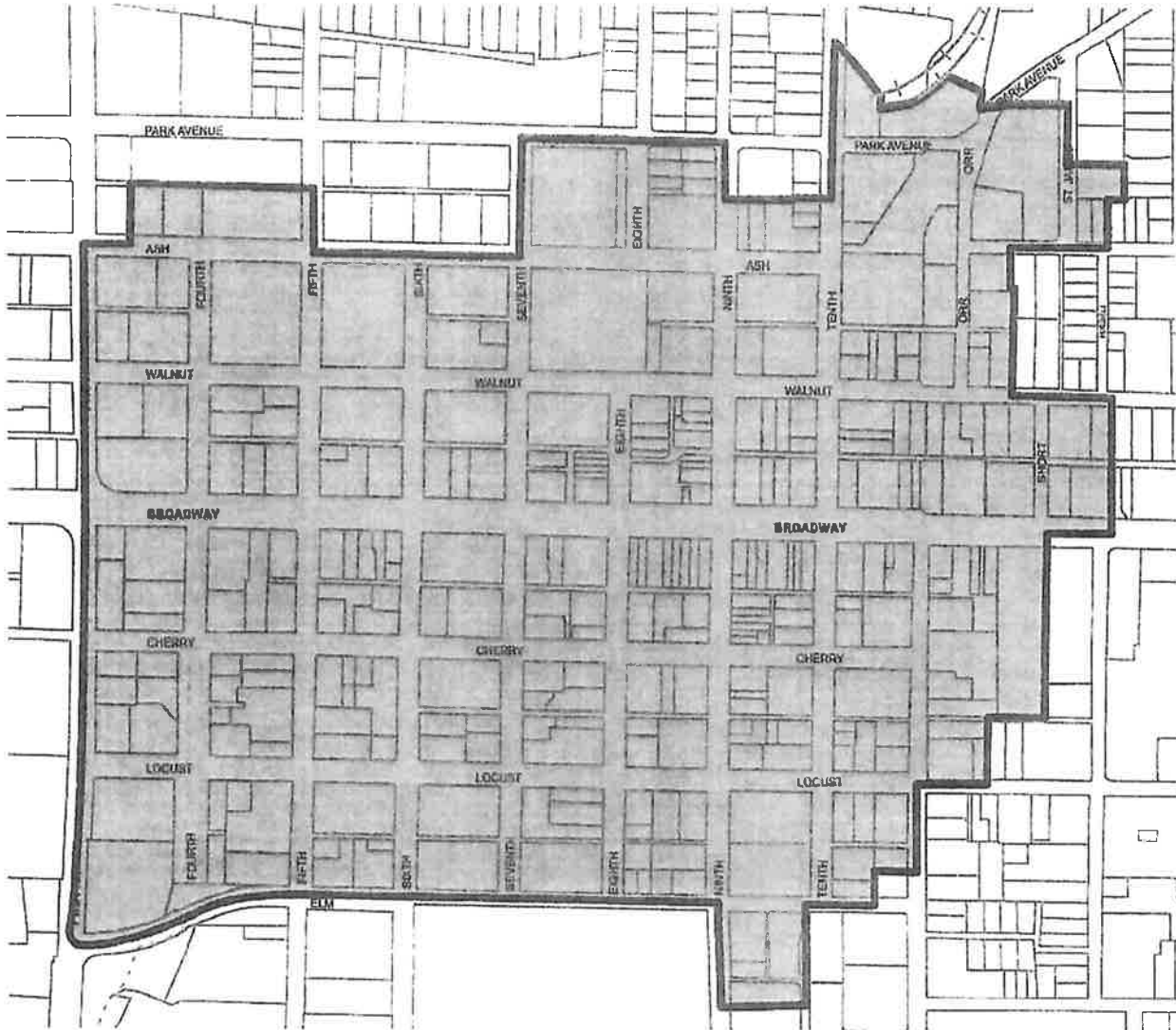
Title: President

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.

## 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>
Weekly Hours	80.00	-	40.00
Annual Hours	4,160.00	-	2,080.00
<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>

**Monthly Flat Bill Amount:** \$ 14,165.48

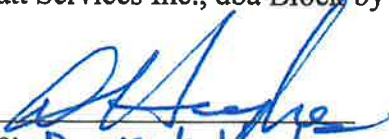
8. Except as expressly set forth herein, the Agreement shall remain in full force and effect.

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

**Block by Block:**  
Mydatt Services Inc., dba Block by Block

By:   
Name: Darreck Hughes  
Title: Ul of Ops

**THIRD AMENDMENT TO THE AGREEMENT  
FOR ENVIRONMENTAL MAINTENANCE**

This Third Amendment to the Agreement for Environmental Maintenance (the "Third Amendment Agreement") is entered into as of October 1, 2019 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 Third Amendment Agreement:

**WHEREAS**, the parties have entered into the Agreement for Environmental Maintenance dated October 1, 2016 and as amended by the First Amendment dated October 1, 2017, and Second Amendment dated August 13, 2018 (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 Third 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, 2019 expiring on September 30, 2020.
3. 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 Four Hundred Ninety Seven Dollars and Seventeen Cents (\$14,497.17) 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 Seventy Three Thousand Nine Hundred Sixty Six Dollars and Three Cents (\$173,966.03)."
4. 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 \$22.52 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."
5. Exhibits C shall be amended by deleting the schedule for Weekly Service Hours and and replacing with the schedule as set forth below:

**RESOLUTION NO. 2020-05**

**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 13<sup>th</sup> day of August, 2019.



---

Chairwoman of the Board of Directors

(SEAL)

Attest:



---

Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2020-05**

**Winterland Holiday Decor Proposal Attached**

## 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>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.*

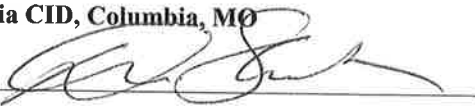
Lessee shall not assign this Agreement or any of the leased goods, or any interest therein without Lessor's written consent. Lessee shall not sublet, hire or rent the leased goods without Lessor's written consent.

**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"**

**RESOLUTION NO. 2020-06**

**A RESOLUTION AUTHORIZING THE FUNDING OF UP TO \$25,000 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 \$25,000 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 \$25,000 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 13<sup>th</sup> day of August, 2019.



Chairwoman of the Board of Directors

(SEAL)

Attest:



Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2020-06  
ATTACHED**



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 3-½ years the District has contracted assertive outreach and linkage with detoxification. In the last two years 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. In past contract years we began the

contract with a detailed census with a focus on counting. In contrast, this year we plan a more concentrated and detailed assessment based on a client focused questionnaire to attempt to understand what services the clients themselves feel are necessary. It is our hope that this change will promote more "buy-in" from those who chronically panhandle but are housed. 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.

## **AAAChange, LLC**

AAAChange, LLC is a partnership between brothers Michael and John Trapp. We are a little over three years old and in addition to the 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 CID AODP 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 for over 12 years. 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 Homeless Outreach Team (CHOT), the Community Support Docket of Municipal Court and the Functional Zero Task Force (FZTF). He also serves on the Board of Directors of Room at the Inn, Columbia's cold weather shelter.

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. Whenever possible community resources will be utilized to help defray costs. This leveraging of community resources will extend the impact of CID expenditures.

## **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.

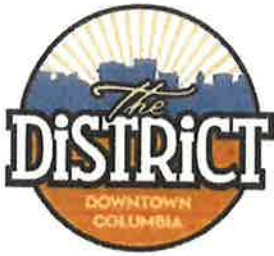
## **Performance Measurements**

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 end of the year report.

## **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.



**August 6, 2019**

## **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, 2019 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:

Robert Hohenstein, Executive Director  
The District  
11 S. Tenth St.  
Columbia, MO 65201  
[bob@discoverthedistrict.com](mailto:bob@discoverthedistrict.com)

***Proposals are due by 4:00 p.m. (CDT) on Friday, August 16, 2019.***

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

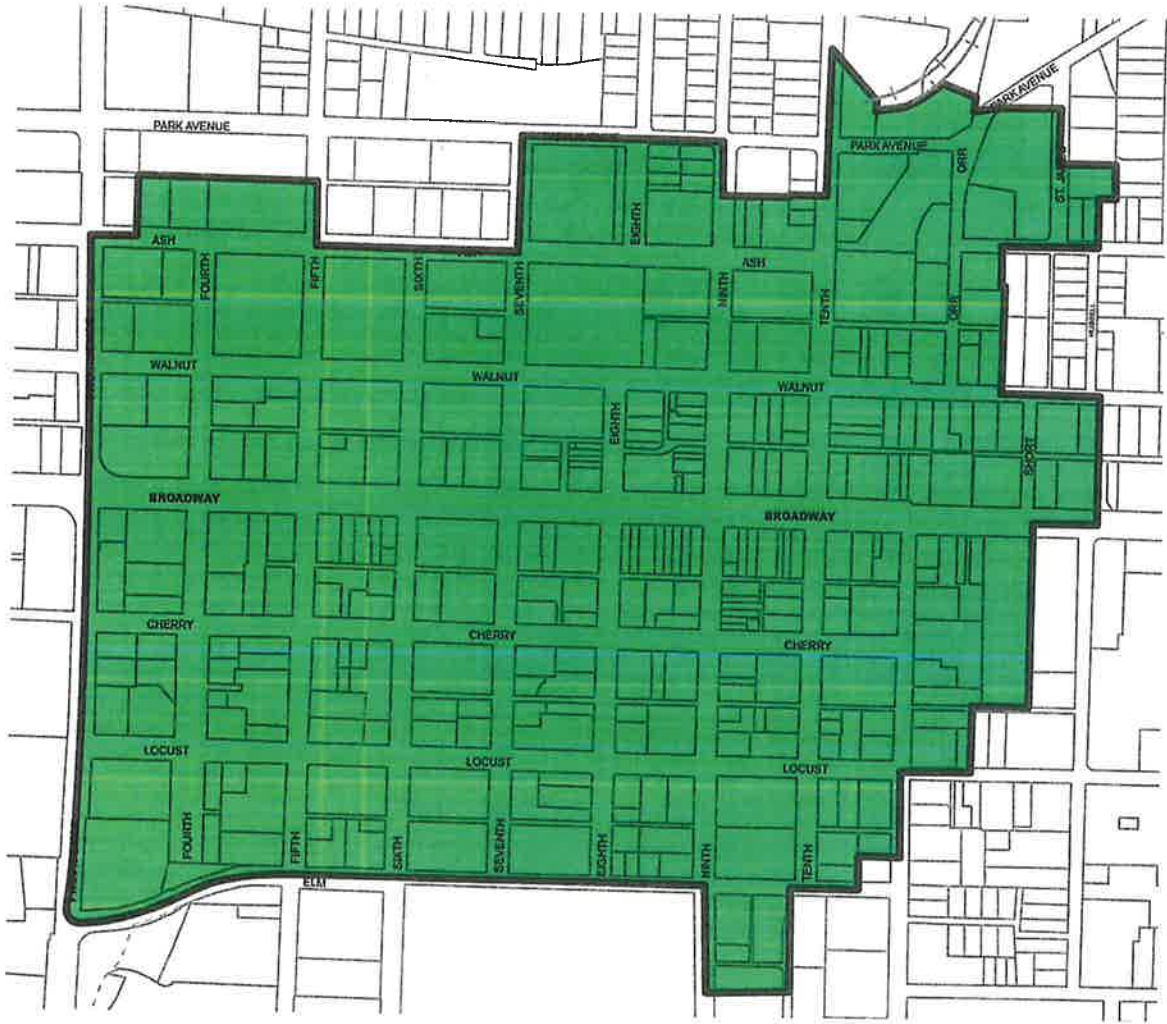
### **Contact Information for Questions:**

Robert Hohenstein, Executive Director

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

(573) 442-6816

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





**State of Missouri**  
**Jason Kander, Secretary of State**  
 Corporations Division  
 PO Box 778 / 600 W. Main St., Rm. 322  
 Jefferson City, MO 65102

**X001252696**  
**Date Filed: 5/31/2016**  
**Expiration Date: 5/31/2021**  
**Jason Kander**  
**Missouri Secretary of State**

**Registration of Fictitious Name**

*(Submit with filing fee of \$7.00)*  
*(Must be typed or printed)*

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

**Please check one box:**

**New** Registration  **Renewal** \_\_\_\_\_  **Amendment** \_\_\_\_\_  **Correction** \_\_\_\_\_  
*Charter number Charter number Charter number*

**The undersigned is doing business under the following name and at the following address:**

Business name to be registered: AAAChange  
 Business Address: 10 E Leslie Lane  
*(PO Box may only be used in addition to a physical street address)*  
 City, State and Zip Code: Columbia, MO 65202

**Owner Information:**

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
Trapp, Michael		10 E Leslie Lane	Columbia, MO	65202	50.00
Trapp, John		10 E Leslie Lane	Columbia, MO	65202	50.00

**All owners must affirm by signing below**

In Affirmation thereof, the facts stated above are true and correct:

*(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo)*

Michael Trapp MICHAEL TRAPP 05/31/2016  
*Owner's Signature or Authorized Signature of Business Entity Printed Name Date*

John Trapp JOHN TRAPP 05/31/2016  
*Owner's Signature or Authorized Signature of Business Entity Printed Name Date*

Name and address to return filed document:  
 Name: John Trapp  
 Address: Email: foggytown@gmail.com  
 City, State, and Zip Code: \_\_\_\_\_



AAAAChange, LLC

10 E Leslie Lane  
Columbia, MO 65202

(573)256-0174

<http://aaaachange.com>

August 7, 2019

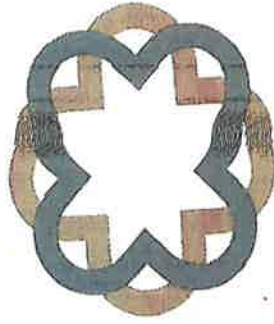
STATEMENT OF FEDERAL AND STATE TAXATION COMPLIANCE

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

Signed under penalty of perjury:

A handwritten signature in black ink that reads "John Trapp".

John Trapp 8/6/2019



**4-A-Change**  
AAAChange, LLC

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 3-½ years the District has contracted assertive outreach and linkage with detoxification. In the last two years 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. In past contract years we began the

contract with a detailed census with a focus on counting. In contrast, this year we plan a more concentrated and detailed assessment based on a client focused questionnaire to attempt to understand what services the clients themselves feel are necessary. It is our hope that this change will promote more "buy-in" from those who chronically panhandle but are housed. 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.

## **AAAChange, LLC**

AAAChange, LLC is a partnership between brothers Michael and John Trapp. We are a little over three years old and in addition to the 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 CID AODP 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 for over 12 years. 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 Homeless Outreach Team (CHOT), the Community Support Docket of Municipal Court and the Functional Zero Task Force (FZTF). He also serves on the Board of Directors of Room at the Inn, Columbia's cold weather shelter. 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. Whenever possible community resources will be utilized to help defray costs. This leveraging of community resources will extend the impact of CID expenditures.

### **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 end of the year report.

<u>John Tsapp</u>	<u>9-20-2019</u>
Principal, AAAAChange LLC	John Tsapp
<u>[Signature]</u>	<u>9/23/2019</u>
Director CID	Nickie Dries



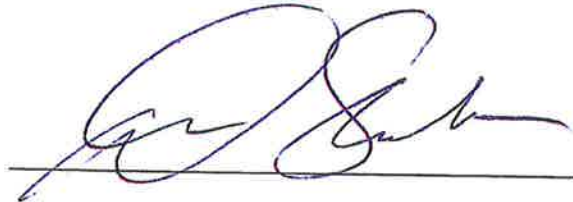
RESOLUTION NO. 2020-07

**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 13<sup>th</sup> day of August, 2019.



Chairwoman of the Board of Directors

(SEAL)

Attest:



Secretary of the Board of Directors



**EXHIBIT A  
TO RESOLUTION NO. 2020-07**

**Engagement Letter Attached**

CRAIG A. VAN MATRE (RETIRED)  
ROBERT N. HOLLIS  
GARRETT S. TAYLOR  
CASEY E. ELLIOTT  
RICHARD B. HICKS  
KAREN E. HAJICEK

**VAN MATRE LAW FIRM, P.C.**  
A PROFESSIONAL CORPORATION  
**ATTORNEYS AND COUNSELORS AT LAW**  
1103 EAST BROADWAY  
POST OFFICE BOX 1017  
COLUMBIA, MISSOURI 65201

THOMAS M. HARRISON  
BRIAN R. HAJICEK  
JOSHUA J. SIEG  

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EVERETT S. VAN MATRE  
(1922-1998)

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

August 6, 2019

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 Bob:

We are honored that you have selected the law firm of Van Matre Law Firm, P.C. to represent you. We appreciate your confidence and look forward to working with you in this matter to a successful conclusion.

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 will take reasonable steps to keep you informed of the progress of this matter and to respond to your inquiries. It is our practice to specify our engagement arrangements with new 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
Casey E. Elliott	\$225.00 per hour
Richard B. Hicks	\$225.00 per hour
Karen E. Hajicek	\$250.00 per hour
Brian R. Hajicek	\$225.00 per hour
Joshua J. Sieg	\$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 will charge you for the time we spend on electronic mails, reviewing your file, 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>
Karen E. Hajicek	<a href="mailto:karen@vanmatre.com">karen@vanmatre.com</a>
Brian R. Hajicek	<a href="mailto:brian@vanmatre.com">brian@vanmatre.com</a>
Joshua J. Sieg	<a href="mailto:josh@vanmatre.com">josh@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.

Sincerely,

Van Matre Law Firm, P.C.

By:

  
Robert N. Hollis

I agree to the foregoing.

**Downtown Community Improvement District**

By: \_\_\_\_\_  
Bob Hohenstein

### 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 Law Firm, 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 LAW FIRM, P.C.

August 6, 2019

Page 9

agreements or understandings, and any change in those terms can only be made in writing signed by both Van Matre Law Firm, 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.

CRAIG A. VAN MATRE (RETIRED)  
ROBERT N. HOLLIS  
GARRETT S. TAYLOR  
CASEY E. ELLIOTT  
RICHARD B. HICKS  
KAREN E. HAJICEK

**VAN MATRE LAW FIRM, P.C.**  
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COLUMBIA, MISSOURI 65201

THOMAS M. HARRISON  
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JOSHUA J. SIEG  

---

EVERETT S. VAN MATRE  
(1922-1998)

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

September 16, 2019

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 Nickie:

We are honored that you have selected the law firm of Van Matre Law Firm, P.C. to represent you. We appreciate your confidence and look forward to working with you in this matter to a successful conclusion.

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 will take reasonable steps to keep you informed of the progress of this matter and to respond to your inquiries. It is our practice to specify our engagement arrangements with new 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:

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Brian R. Hajicek	\$225.00 per hour
Joshua J. Sieg	\$175.00 per hour

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

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Robert N. Hollis	<a href="mailto:robert@vanmatre.com">robert@vanmatre.com</a>
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Richard B. Hicks	<a href="mailto:richard@vanmatre.com">richard@vanmatre.com</a>
Karen E. Hajicek	<a href="mailto:karen@vanmatre.com">karen@vanmatre.com</a>
Brian R. Hajicek	<a href="mailto:brian@vanmatre.com">brian@vanmatre.com</a>
Joshua J. Sieg	<a href="mailto:josh@vanmatre.com">josh@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.

Sincerely,

**Van Matre Law Firm, P.C.**

By:

  
Robert N. Hollis

I agree to the foregoing.

**Downtown Community Improvement District**

By:

A handwritten signature in black ink, appearing to read 'ND', written over a horizontal line.

Nickie Davis

### 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

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 ("telefax") 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 Law Firm, 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 LAW FIRM, P.C.**

September 16, 2019

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agreements or understandings, and any change in those terms can only be made in writing signed by both Van Matre Law Firm, 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.

**RESOLUTION NO. 2020-08**

**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 13<sup>th</sup> day of August, 2019.



Chairwoman of the Board of Directors

(SEAL)

Attest:



Secretary of the Board of Director



**EXHIBIT A  
TO RESOLUTION NO. 2020-08**

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

**POLICY IS ON FILE AT:**

**DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT  
ATTENTION: EXECUTIVE DIRECTOR  
11 SOUTH TENTH STREET  
COLUMBIA, MO 65201**

**TIG ADVISORS  
ATTENTION: LAURA BOSLEY, CISR  
200 EAST SOUTHAMPTON DRIVE  
COLUMBIA, MO 65203**



February 5, 2019

**TIGadvisors.com**

*The Insurance Group is now TIG Advisors.  
Same ownership - new name.*

Bob Hohenstein  
Downtown Community Improvement District  
11 S. 10<sup>th</sup> St.  
Columbia, MO 65201

RE: Directors and Officers & EPLI Policy #8242-3489  
Chubb Group of Insurance Companies  
Policy Term 3/11/19 to 3/11/20  
Businessowners Policy #60483777  
United Fire & Casualty Company  
Policy Term 3/2/19 to 3/2/20

Dear Bob:

Please find enclosed the above referenced Directors & Officers/EPLI renewal policy for the period March 11, 2019 to March 11, 2020. The annual premium for this policy is \$1,172.00 and our invoice for this amount is enclosed.

The above referenced Businessowners renewal policy for the period March 2, 2019 to March 2, 2020 will be mailed to you direct from United Fire & Casualty Co. The annual premium for this policy is \$1,245.00. This is a direct bill policy so all statements will come from United Fire & Casualty Co.

Please take a few moments to review the policy coverages, limits and exclusions to ensure our information is accurate and up-to-date. Should you have any questions or if any changes need to be made, please do not hesitate to give us a call.

Thank you very much for your continued business with our agency; please let us know whenever we may be of further assistance. Keep in mind, TIG Advisors offers a variety of insurance products and services.

Sincerely,

A handwritten signature in black ink that reads "Laura Bosley".

Laura Bosley, CISR

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**Columbia**

200 East Southampton Drive  
Columbia, MO 65203  
Phone: 573-875-4800  
Fax: 573-875-4514

**Dogwood**

720 E Broadway  
Columbia, MO 65201  
Phone: 573-875-4800  
Fax: 573-875-4514

**St. Louis**

#1 McBride & Son Center Drive Suite 120  
Chesterfield, MO 63005  
Phone: 636-537-0002  
Fax: 636-532-9583

**RESOLUTION NO. 2020-09**

**A RESOLUTION APPROVING THE BUDGET FOR THE  
FISCAL YEAR BEGINNING ON OCTOBER 1, 2019 AND  
ENDING ON SEPTEMBER 30, 2020**

WHEREAS, the Board of Directors of the Downtown Community Improvement District (the "District") adopted its annual budget (the "Budget") pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, for its fiscal year beginning October 1, 2019 and ending September 30, 2020; and

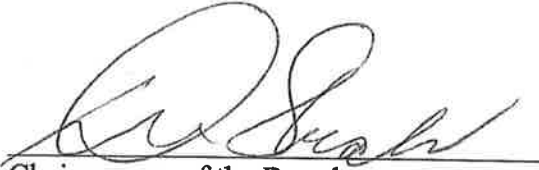
WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, provides that total proposed expenditures from any fund within the Budget shall not exceed the estimated revenues plus any unencumbered balance for any such fund or less any deficit estimated for the beginning of the budget year for any such fund; and

WHEREAS, the Board of Directors of the District desires to approve the Budget in accordance with Section 67.010 of the Revised Statutes of Missouri, as amended, to be substantially in the form as the budget 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 of the District hereby approves the District's Budget for the fiscal year beginning on October 1, 2019 and ending on September 30, 2020 as shown on the amended budget attached hereto as Exhibit A.
2. The amounts set forth on the Budget, as amended, are hereby appropriated for the purposes set forth therein.
3. This resolution shall be in full force and effect from and after its passage by the Board of Directors of the District.

PASSED this 11<sup>th</sup> day of June, 2019

  
Chairwoman of the Board  
of Directors

Attest:

  
Secretary of  
the Board of Directors



**EXHIBIT A**  
**TO RESOLUTION NO. 2020-09**  
**OF THE BOARD OF DIRECTORS OF THE**  
**DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT**

**Budget for Fiscal Year Ending September 30, 2020**

## FY 2019-2020 BUDGET NOTES

### 1. Payroll

- Assumes ED at **\$85,000** full year FY20.
- Assumes Director of Outreach at \$51,300 @ 8 months, \$52,583 @ 4 months. Receives 2.5% increase June-Septembers. **\$51,728**
- Assumes Office Manager moves from current \$40,000 to **\$41,000** (+2.5%) for full FY20.
- Assumes intern(s) at \$200.00/week (20 hours total/\$10.00 per hour) for full year. **\$10,400**
- Total = **\$188,128**

**OWN COMMUNITY IMPROVEMENT DISTRICT BUDGET**

<u>FY19 YE Forecast</u>	<u>\$ Variance</u>	<u>% Variance</u>	<u>FY20 Budget</u>	<u>\$ Variance</u>	<u>% Variance</u>	<u>Notes</u>
	<u>FY19F v FY19B</u>	<u>FY19F v FY19B</u>		<u>FY20B v FY19F</u>	<u>FY20B v FY19F</u>	
\$ 242,375	\$ (1,255)	-0.5%	\$ 282,715	\$ 40,340	16.6%	<i>FY20B = Property Assessment for CY2018 currently received (\$282,715 X 100%). 0.4778 per \$100. Status quo. FY 20B = Sales Tax Revenue thru 4/30/19 (\$633,550 x 98%). Half cent sales tax status quo.</i>
\$ 633,550	\$ 38,550	6.5%	\$ 621,000	\$ (12,550)	-2.0%	
\$ 900	\$ 900	#DIV/0!	\$ 900	\$ -	0.0%	
\$ 1,100	\$ 600	120.0%	\$ 1,100	\$ -	0.0%	
<b>\$ 877,925</b>	<b>\$ 38,795</b>	<b>4.6%</b>	<b>\$ 905,715</b>	<b>\$ 27,790</b>	<b>3.2%</b>	

\$ 2,025	\$ 2,025	#DIV/0!	\$ 4,000	\$ 1,975	97.5%	<i>One full-time employee wth health/dental/vision/life insurance benefits in FY 2020</i>
\$ 2,400	\$ (100)	-4.0%	\$ 2,450	\$ 50	2.1%	<i>Property, Banners, Gateways and D&amp;O Insurance for Board</i>
\$ 900	\$ -	0.0%	\$ 900	\$ -	0.0%	<i>Monthly Downtonwn CID Networking Events and Annual Meeting</i>
\$ 2,000	\$ -	0.0%	\$ 2,200	\$ 200	10.0%	<i>Copier - Monthly Lease, Maintenance, Copies</i>
\$ 1,950	\$ 1,450	290.0%	\$ 500	\$ (1,450)	-74.4%	
\$ 3,000	\$ (2,000)	-40.0%	\$ 3,500	\$ 500	16.7%	<i>Repairs to office per lease agreement</i>
\$ 3,100	\$ 1,100	55.0%	\$ 3,100	\$ -	0.0%	
\$ 2,400	\$ (400)	-14.3%	\$ 2,400	\$ -	0.0%	<i>Three parking permits remain "flat" to PY at \$800 each</i>
\$ 179,000	\$ (4,331)	-2.4%	\$ 188,128	\$ 9,128	5.1%	<i>See Budget Notes</i>
\$ 17,000	\$ (1,064)	-5.9%	\$ 18,537	\$ 1,537	9.0%	<i>Assumes 9.85% of payroll</i>
\$ 42,000	\$ 4,500	12.0%	\$ 26,000	\$ (16,000)	-38.1%	<i>Accounting, Attorney, Website, Payroll. Graphic Designer (\$16k) moved to Marketing FY20</i>
\$ 32,400	\$ 4,900	17.8%	\$ 34,800	\$ 2,400	7.4%	<i>\$2,900 per month x 12 months</i>
\$ -	\$ -	#DIV/0!	\$ -	\$ -	0.0%	<i>Assumes no contribution in FY19 &amp; FY20</i>
\$ 5,500	\$ -	0.0%	\$ 5,500	\$ -	0.0%	<i>Leadership Visit (Chamber), Int'l Downtown Assn.Convention, Missouri Main Street Convention</i>
\$ 1,000	\$ (200)	-16.7%	\$ 1,100	\$ 100	10.0%	
\$ 7,700	\$ -	0.0%	\$ 7,900	\$ 200	2.6%	<i>Assumes 2.0+% increase</i>
<b>\$ 302,375</b>	<b>\$ 5,880</b>	<b>2.0%</b>	<b>\$ 301,015</b>	<b>\$ (1,360)</b>	<b>-0.4%</b>	

\$ 18,000	\$ (2,000)	-10.0%	\$ 20,000	\$ 2,000	11.1%	<i>Add additional banners on Broadway</i>
\$ 7,500	\$ (500)	-6.3%	\$ 7,500	\$ -	0.0%	<i>\$625/month paid to City for plantings and maintenance of Broadway planter boxes</i>
\$ 1,000	\$ 500	100.0%	\$ 500	\$ (500)	-50.0%	<i>Artwork for One Traffic Box</i>
\$ 47,500	\$ -	0.0%	\$ 49,000	\$ 1,500	3.2%	<i>Repair/replace holiday décor items, add additional features</i>
<b>\$ 74,000</b>	<b>\$ (2,000)</b>	<b>-2.6%</b>	<b>\$ 77,000</b>	<b>\$ 3,000</b>	<b>4.1%</b>	

\$ 170,000	\$ -	0.0%	\$ 173,000	\$ 3,000	1.8%	<i>FY20 Proposed Contracted Janitorial Service w/ Block by Block</i>
\$ 1,000	\$ (1,500)	-60.0%	\$ 1,500	\$ 500	50.0%	
<b>\$ 171,000</b>	<b>\$ (1,500)</b>	<b>-0.9%</b>	<b>\$ 174,500</b>	<b>\$ 3,500</b>	<b>2.0%</b>	

**DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT BUDGET**

	<u>FY 19 Budget</u>	<u>FY19 YE Forecast</u>	<u>\$ Variance</u>	<u>% Variance</u>	<u>FY20 Budget</u>	<u>\$ Variance</u>	<u>% Variance</u>	<u>Notes</u>
			<u>FY19F v FY19B</u>	<u>FY19F v FY19B</u>		<u>FY20B v FY19F</u>	<u>FY20B v FY19F</u>	
Contract Labor	\$ 25,000	\$ 25,000	\$ -	0.0%	\$ 65,000	\$ 40,000	160.0%	\$25k in FY19 for 4AChange, LLC. Flat for FY20. \$40k for additional safety measures. CID provides CPD Substation at cost of approximately \$5k annually
CPD Substation - Rent, Utilities	\$ 5,150	\$ 5,150	\$ -	0.0%	\$ 5,150	\$ -	0.0%	
Equipment and Lighting	\$ 2,500	\$ 2,500	\$ -	0.0%	\$ 2,500	\$ -	0.0%	
	<b>\$ 32,650</b>	<b>\$ 32,650</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ 72,650</b>	<b>\$ 40,000</b>	<b>122.5%</b>	
<b>Economy</b>								
<b>Economic Development</b>								
Business Marketing	\$ 2,000	\$ 300	\$ (1,700)	-85.0%	\$ 1,000	\$ 700	233.3%	Enhanced communications w/businesses located within The District. Econ Dev Committee
Development Programs	\$ -	\$ -	\$ -	#DIV/0!	\$ 500	\$ 500	#DIV/0!	Enhanced recruitment and retention initiatives. Econ Dev Committee
Economic Benchmarking	\$ 500	\$ -	\$ (500)	-100.0%		\$ -	0.0%	
Economic Devel. Research	\$ -	\$ -	\$ -	#DIV/0!		\$ -	0.0%	
Industry Membership	\$ 2,000	\$ 2,000	\$ -	0.0%	\$ 2,100	\$ 100	5.0%	REDI, IDA, Chamber of Commerce Memberships
TIF Reimbursement	\$ 20,000	\$ 20,000	\$ -	0.0%	\$ 20,000	\$ -	0.0%	
	<b>\$ 24,500</b>	<b>\$ 22,300</b>	<b>\$ (2,200)</b>	<b>-9.0%</b>	<b>\$ 23,600</b>	<b>\$ 1,300</b>	<b>5.8%</b>	
<b>Marketing</b>								
Image Marketing/Media Buy	\$ 60,500	\$ 60,500	\$ -	0.0%	\$ 32,400	\$ (28,100)	-46.4%	Non-Digital Media Buy.
Promotions & Events	\$ 9,000	\$ 700	\$ (8,300)	-92.2%	\$ 11,000	\$ 10,300	1471.4%	Mktg. printed materials, college market outreach, new event. Includes \$2k (T/F sponsorshi
Online Marketing	\$ -	\$ 1,000	\$ 1,000	#DIV/0!	\$ 20,000	\$ 19,000	1900.0%	Boosted social media ad placement
Graphic Designer	\$ -	\$ -	\$ -	#DIV/0!	\$ 16,000			Design/Layout service moved to Marketing FY20
Marketing Subscriptions	\$ 3,500	\$ 3,500	\$ -	0.0%	\$ 3,500	\$ -	0.0%	Mail Chimp, Adobe, Website Hosting
Website Redesign	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	0.0%	Addressed in FY19 budget in Image Marketing/Media Buy line item
Postage	\$ 2,500	\$ 1,600	\$ (900)	-36.0%	\$ 1,700	\$ 100	6.3%	
Printing	\$ 2,500	\$ 14,000	\$ 11,500	460.0%	\$ 14,000	\$ -	0.0%	FY19F includes promo, events and mktg printing.
	<b>\$ 78,000</b>	<b>\$ 81,300</b>	<b>\$ 3,300</b>	<b>4.2%</b>	<b>\$ 98,600</b>	<b>\$ 1,300</b>	<b>21.3%</b>	
<b>Total Programs &amp; Services</b>	<b>\$ 383,650</b>	<b>\$ 381,250</b>	<b>\$ (2,400)</b>	<b>-0.6%</b>	<b>\$ 446,350</b>	<b>\$ 65,100</b>	<b>17.1%</b>	
<b>Total Recurring Expenses</b>	<b>\$ 680,145</b>	<b>\$ 683,625</b>	<b>\$ 3,480</b>	<b>0.5%</b>	<b>\$ 747,365</b>	<b>\$ 63,740</b>	<b>9.3%</b>	
<b>Non-Recurring Expenses</b>								
<b>Environmental</b>								
<b>Beautification/Streetscape</b>								
Broadway Gateway	\$ 100,000	\$ 50,000	\$ (50,000)	0.0%	\$ 653,330	\$ 603,330	1206.7%	\$50k funds transfer approved by BOD in FY19 to Gateway Plaza Project per below
Streetscape/Landscaping Enhancements	\$ 24,000	\$ 24,000	\$ -	0.0%	\$ 21,000	\$ (3,000)	-12.5%	Enhanced horticulture project. Explore creating design plans, self watering planters.
Banner Design/Production	\$ -	\$ -	\$ -	0.0%	\$ 3,000	\$ 3,000	#DIV/0!	Repair/replace banners torn, etc. in storms, wind
Infrastructure Programs	\$ -	\$ 30,000	\$ 30,000	#DIV/0!	\$ -	\$ (30,000)	-100.0%	Enhanced Street Lighting within The District. Funding from PYs budgets.
	<b>\$ 124,000</b>	<b>\$ 104,000</b>	<b>\$ (20,000)</b>	<b>-16.1%</b>	<b>\$ 677,330</b>	<b>\$ 573,330</b>	<b>551.3%</b>	
<b>Contingency</b>	<b>\$ 35,000</b>	<b>\$ 12,000</b>	<b>\$ (23,000)</b>	<b>-65.7%</b>	<b>\$ 25,000</b>	<b>\$ 13,000</b>	<b>108.3%</b>	FY19 for Grease Tank Storage Grant Program. 6 tanks @ \$2,000 max each.
<b>Depreciation</b>	<b>\$ -</b>	<b>\$ 300</b>	<b>\$ 300</b>	<b>0.0%</b>	<b>\$ 300</b>	<b>\$ -</b>	<b>0.0%</b>	
<b>Total Non-Recurring Expenses</b>	<b>\$ 159,000</b>	<b>\$ 116,300</b>	<b>\$ (42,700)</b>	<b>-26.9%</b>	<b>\$ 702,630</b>	<b>\$ 586,330</b>	<b>504.2%</b>	
<b>Total Expenses</b>	<b>\$ 839,145</b>	<b>\$ 799,925</b>	<b>\$ (39,220)</b>	<b>-4.7%</b>	<b>\$ 1,449,995</b>	<b>\$ 650,070</b>	<b>81.3%</b>	
<b>Total Surplus/(Deficit)</b>	<b>\$ (15)</b>	<b>\$ 78,000</b>	<b>\$ 78,015</b>	<b>N/A</b>	<b>\$ (544,280)</b>	<b>\$ (622,280)</b>	<b>-797.8%</b>	

**RESOLUTION NO. 2020-10**

**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.

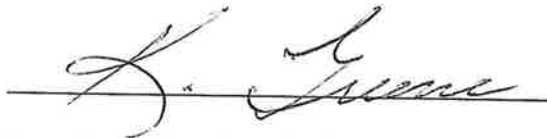
Passed this 13<sup>th</sup> day of August, 2019.



Chairwoman of the Board of Directors

(SEAL)

Attest:



Secretary of the Board of Directors



**EXHIBIT A  
TO RESOLUTION NO. 2020-10**

**Engagement Letter Attached**

brooke \* omar

**The District**  
**Bob Hohenstein, Executive Director**  
**August 6, 2019**

**Proposal for FY 2019/2020 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.

*Compensation: \$95 / hour*

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

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

brooke \* omar

**The District**

**Nickie Davis, Executive Director**

**September 16, 2019**

**Proposal for FY 2019/2020 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.

*Compensation: \$95 / hour*

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

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

**ESTIMATE APPROVAL**

I authorize Brooke Omar to proceed with this work and bill me accordingly.

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

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

9/16/19



**RESOLUTION NO. 2020-11**

**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 13<sup>th</sup> day of August, 2019.



Chairwoman of the Board of Directors

(SEAL)

Attest:



Secretary of the Board of Directors



**EXHIBIT A  
TO RESOLUTION NO. 2020-11**

**Engagement Letter Attached**



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

### Holiday Tree Lighting Proposal

<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)

August 6, 2019

Bob Hohenstein, CTA  
Executive Director  
Downtown CID  
11 South Tenth Street  
Columbia, MO 65201-5009  
Phone: (573) 442-6816

[bob@discoverthedistrict.com](mailto:bob@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 colors, shapes and sizes.

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

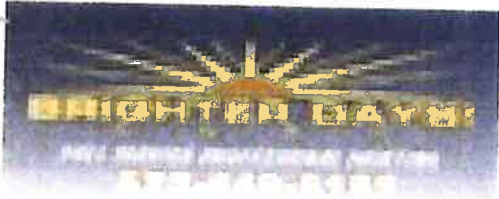
**Acceptance of Proposal: please sign below and return to BRIGHTER DAYS! CORP.**

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 \_\_\_\_\_ Date \_\_\_\_\_

*"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**

**Holiday Tree Lighting Proposal**

<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)

August 6, 2019

Nickie Davis  
Executive Director  
Downtown CID  
11 South Tenth Street  
Columbia, MO 65201-5009  
Phone: (573) 442-6816  
[nickiedavis@discoverthedistrict.com](mailto:nickiedavis@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 colors, shapes and sizes.

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

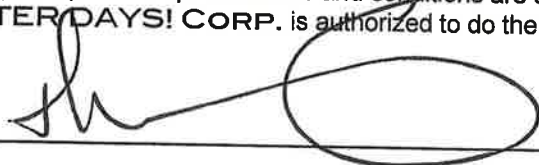
Respectfully submitted, *Randal W. Fletcher*, President – **BRIGHTER DAYS! CORP.**

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  Date 9/16/19

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

**RESOLUTION NO. 2020-12**

**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 of Columbia 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 13<sup>th</sup> day of August, 2019.



Chairwoman of the Board of Directors

(SEAL)

Attest:



Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2020-12**

**Agreement for Landscaping Services Attached**

## 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: Bob Hohenstein, 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. Neither the City nor the Downtown CID shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgement of any court of competent jurisdiction, and by reason thereof either the City or the Downtown CID is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City and the Downtown CID shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and the Downtown CID and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City or the Downtown CID shall be personally liable to the other party in the event of default or breach by any Party under this Agreement.

14. 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:   
John Glascock, Interim City Manager

Date: July 16, 2019


ATTEST:

By:   
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By:   
Nancy Thompson, City Counselor/rw 

**Downtown Community Improvement District**

By:   
Bob Hohenstein, Executive Director

Date: 3/4/19

By:   
Debbie Sheals, Board President

Date: 3/4/19

## Exhibit A

### Parks and Recreation Scope of Services – Downtown CID Area

The City of Columbia is responsible for the care and maintenance of designated landscaping beds and trees located throughout the downtown CID area (Attachment A). On an annual basis, the City will plant and maintain 47 landscaping beds including 13 annual flower beds, totaling 937 square feet, and 34 perennial flower beds, totaling 3,668 square feet. Annual flower beds are planted in May and are maintained by the City until October each year. Perennial landscaping beds are maintained by the City from April to November each year. The City also manages the care of 518 trees located in the downtown CID area with care encompassing tree planting, watering, pruning and necessary removal. On an annual basis, the City's expenses related to downtown landscaping averages approximately \$24,500.

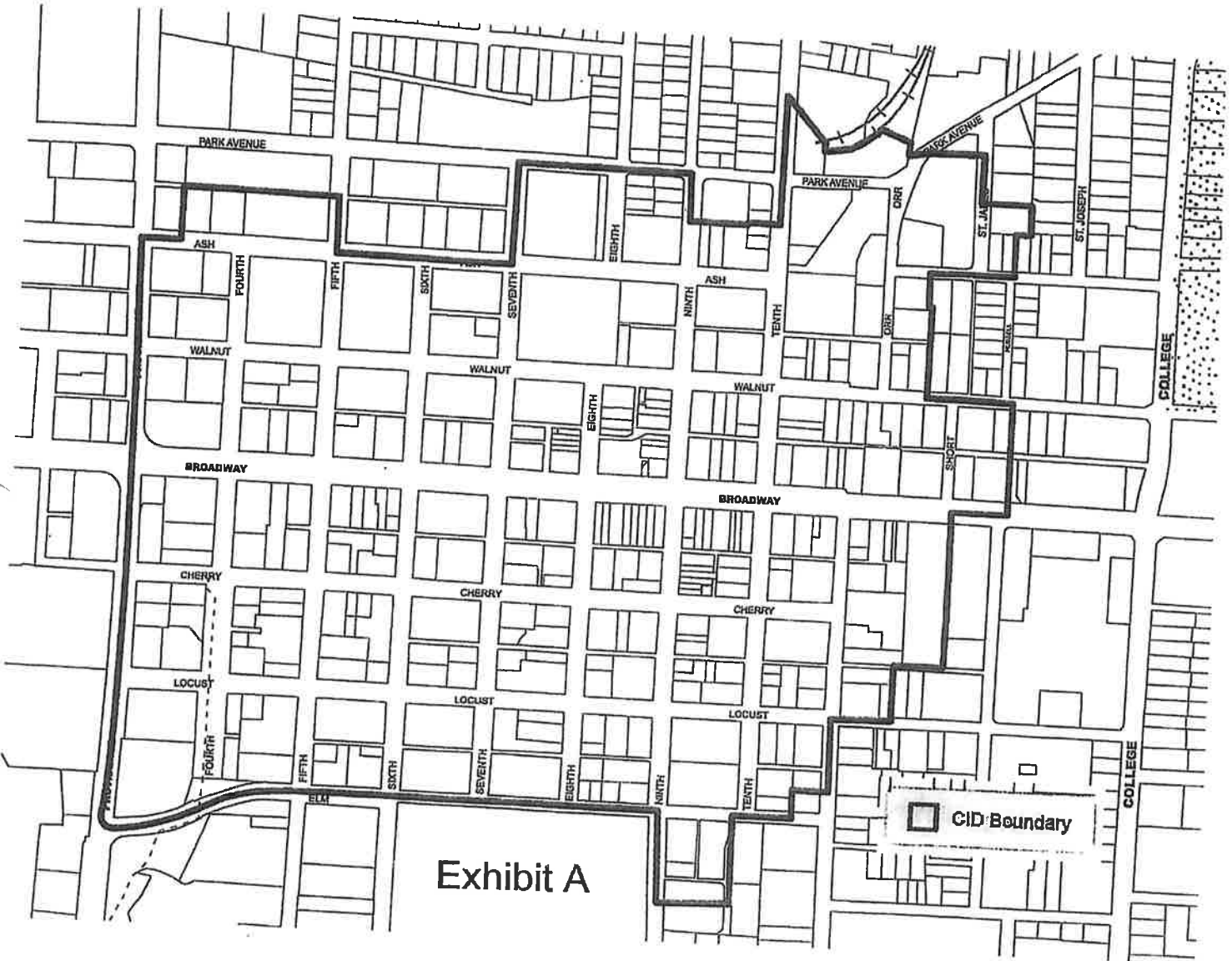


Exhibit A

□ CID Boundary

**RESOLUTION NO. 2020-13**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT APPROVING THE SPECIAL ASSESSMENT RATE BASED ON THE VALUE OF REAL PROPERTY FOR THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT FOR TAX YEAR 2019 TO FUND THE FY 2019-2020 ANNUAL BUDGET AT 0.4778 CENTS PER \$100 ASSESSED VALUATION**

**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 that the special assessment rate for the 2018 Downtown Community Improvement District property assessment is **0.4778 cents** per \$100 assessed valuation. This represents no change in assessment rate.

Passed this 23<sup>rd</sup> day of August, 2019.



Chairwoman of the Board of Directors

(SEAL)

Attest:



Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2020-13**

**August 23, 2019 Meeting Minutes Attached**



The District • Downtown Community Improvement District  
 11 S. Tenth Street • Columbia, Missouri 65201 • (573) 442-6816  
[discoverthedistrict.com](http://discoverthedistrict.com)

## Public Hearing

Notice is hereby given of a Public Hearing before the Board of Directors of the Downtown Community Improvement District, to be held at their offices at 11 South Tenth Street, Columbia, Missouri on Friday, August 23, 2019 at 12:00 noon to give all citizens and interested parties an opportunity to be heard in relations to setting of the special assessment rate based on the value of real property for the Downtown Community Improvement District for 2019 to fund the Downtown Community Improvement District's FY 2019-2020 Annual Budget.

Be further notified that the assessed valuation by category of real and other tangible property in the Downtown Community Improvement District for FY 2019-2020 for which the 2019 special assessment is to be levied as follows:

Residential	\$ 22,376,430
Commercial	\$ 37,973,751
Agricultural	\$ 0
Railroad & Utility	<u>\$ 1,689,248</u>
Total	\$ 62,039,429

Be further notified that the assessed valuation by category of real and other tangible property in the Downtown Community Improvement District for the preceding taxable year (2018 tax year) was as follows:

Real Estate (Existing)	\$ 51,442,421
Real Estate (New Construction)	<u>\$ 8,890,561</u>
Total	\$ 60,312,982

Be further notified that the amount of revenue required to be provided from the special assessment to satisfy the revenue requirements of the proposed Downtown Community Improvement District FY 2019-2020 Annual Budget is as follows:

### Downtown Community Improvement District

Real Property (Existing).....	\$282,715
<b>TOTAL.....</b>	<b>\$282,715</b>

Be further notified that the special assessment rate proposed to be set for the 2019 Downtown Community Improvement District property assessment is **0.4778 cents** per \$100 assessed valuation. **This represents no change in assessment rate**





The District • Downtown Community Improvement District  
11 S. Tenth Street • Columbia, Missouri 65201 • (573) 442-6816  
[discoverthedistrict.com](http://discoverthedistrict.com)

August 23, 2019

Mr. CJ Dykehouse  
Boone County Government Center  
801 East Walnut  
Suite 211  
Columbia, MO 65201

Dear Mr. Dykehouse:

On Friday, August 23, 2019, the Board of Directors of the Downtown Community Improvement District voted to set the Downtown Community Improvement District assessment at .4778 per \$100 of assessed value for Tax Year 2019. This is in keeping with the approved Downtown Community Improvement District petition and the Tax Collection Agreement between the Downtown Community Improvement District and Boone County.

This approved Tax Year 2019 assessment represents no change in the rate that was approved by the Board of Directors for Tax Year 2018.

As always, if you have any questions or need additional information, please feel free to contact me at (573) 442-6816 or via email at: [bob@discoverthedistrict.com](mailto:bob@discoverthedistrict.com)

Sincerely,  
Downtown Community Improvement District

A handwritten signature in blue ink, appearing to read 'Robert Hohenstein', is written over a horizontal line.

Robert Hohenstein  
Executive Director

cc: Brianna L. Lennon, Boone County Clerk  
Brian McCollum, Boone County Collector  
Tom Schauwecker, Boone County Assessor  
June E. Pitchford, Boone County Auditor  
Deb Sheals, Chairwoman of the Board  
Nicole Davis, Downtown CID

**Downtown Community Improvement District  
Special Meeting of the Board of Directors  
Friday, August 23, 2019  
11 South Tenth Street  
Columbia, MO 65201**

**Present**

Tom Mendenhall  
Van Hawxby  
Deb Sheals  
Kenny Greene  
David Parmley (via phone)  
Deb Rust  
Mike McClung  
Kalle LeMone

**Absent**

Munir Mohammad  
Kevin Czaicki  
Jesse Garcia  
Logan Dale  
Auben Galloway  
Adam Dushoff

**Guests**

None

Meeting was called to order by Sheals at 12:06 p.m.

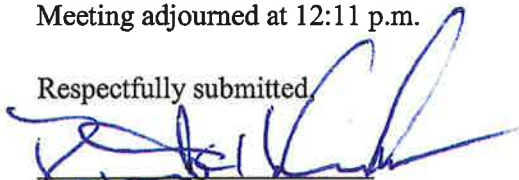
Motion to approve the agenda by Mendenhall. Seconded by Greene. Approved.

Motion by Greene 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. Motion seconded by McClung. Approved.

Motion to adjourn by Sheals. Seconded by McClung. Approved.

Meeting adjourned at 12:11 p.m.

Respectfully submitted,



Robert Hohenstein  
Executive Director

**RESOLUTION NO. 2020-14**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE AMENDED  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
HELD OCTOBER 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 October 2019.

Passed this 12th day of November 2019.



Chair of the Board of Directors

(SEAL)

Attest:

  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
October 8, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Jesse Garcia  
Adam Dushoff  
Kalle LeMone  
Munir Mohammad  
Logan Dale  
Dave Parmley  
Deb Sheals  
Auben Galloway  
Kevin Czaicki

**Absent:**

Kenny Greene  
Deb Rust  
Van Hawxby  
Mike McClung

**Guests:**

Sgt Clint Sinclair  
Robert Hollis

Sheals called the meeting to order at 3:34pm.

Mendenhall moved to approve the agenda, Dushoff seconded, all approved.

Mendenhall moved to approve the minutes, Dushoff seconded, all approved.

**Financials**

Dale provided an update of the financials to the board. The financials provided by GKC were a draft because these would be the year in financials and the final financials were pending a few more transactions and a bit more information. He let the board know that main liabilities were about \$54,000 and they would be deferred revenues for use in FY 2020. There is about \$190,000 in undesignated cash. The board discussed Gateways funds and the Community Foundation account. There are 3 years left in the \$100,000 commitment to the Gateways fund. Becker has already transferred FY 2020 funds into the Gateways account. Currently, sales taxes collected are up 3.5% from the previous year. There has been a 15.3% increase in total property tax collected for FY 2020 because some buildings were finally added onto the CID property tax. The board discussed TIFs and that there is \$250,000 in revenues over expenses, but the TIFs have not been paid yet for FY 2019. That is why Dale believes there will be about \$190,000 left

over. Dale and Sheals suggested to let the staff come up with ideas for use of the funds and see what happens. Hollis pointed out that the CID cannot end before all of its debts are paid. Becker asked the board how they would like to get the financial reports in the future. Sheals liked visuals like Essing's pie chart. They would like to receive more in-depth reports quarterly. Mendenhall moved to approve the financials, Czaicki seconded, all approved.

### **Police Report**

Sinclair updated the group that CPD was working on addressing the homeless issues in the parking garages. Parmley made sure he was aware of issues in the southwest corner of the garage by the Broadway Hotel. He also told the board that they were increasing patrols downtown for Homecoming, including foot patrols. They had a discussion about the different patrols.

### **City Report**

Rhodes was not present to provide a City report.

### **New Business: Business Recruitment Discussion**

The board discussed ways to help new and current businesses succeed in the District. Overall, they feel the CID should accumulate information and support resources that are available currently to new businesses. They also liked the idea of creating a roundtable of business owners to give advice and a checklist of things the new owners should do in their first years because they don't know what they don't know. Davis would like to have a standard follow up with new businesses after they open in the District and have grants for classes available for them to help with bookkeeping, social media, websites, taxes and such. They also discussed working with groups like REDI to get a business incubator downtown.

### **Old Business**

#### **Gateways Funds**

Sheals requested the group release money to the City so money existed for a construction contract. Hollis immediately asked if the CID had a formal agreement with the City regarding the park yet and recommended the CID release no money until that has been done. Before an agreement is constructed, it is a donation which could in theory be used for anything. Parmley voiced that he would not like to move forward without said agreement. Sheals pointed out that all the money had to be raised from outside sources as the City put no funding towards the park other than the purchase of the land, the City is the general contractor for the park. Mendenhall moved to release \$200,000 to the City and the motion was not seconded. Members of the operations committee pointed out that they needed an agreement with deadlines from the City because other projects in which the City is the general contractor for are happening slower than anticipated. They warned that without this, the park would not be ready before the Bicentennial. Sheals requested that they release enough money for planning but nothing extra until the contract was made. Hollis pointed out that the board wouldn't even know how much money to release before the proposals came in. He encouraged the board to wait for the City to receive bids and craft an agreement before releasing any money for a design/build that was not yet proposed. They are seeking a design build for the wall, bridge, and overlook. Dale advised to

release only the amount of money that the bid comes back for, Hollis agreed to wait at least until the bid comes back. Sheals moved to ask the City for a formal agreement through legal and council, Mendenhall seconded, all approved.

### **Gateway Plaza Naming Opportunities**

Sheals asked the group how they felt about allowing others to sponsor the Gateway Plaza letters and globe as long as representation of the donors was tastefully done. The board felt that the more that others sponsored, the more that could be saved out of the CID Gateways fund. Allow larger items, including the globe, to have naming rights and other items to have sponsorship opportunities.

### **Banking Relations**

Dale recused himself from the rest of the meeting. Becker summarized the offers she received from all the banks in the District regarding the CID funds and interest rates. Landmark Bank was the best rate inside the District with a fixed rate of 1.4 and First Midwest, which she looked into outside of the District at the request of Mendenhall, had the best rate outside the District with a 1.75 variable rate. Both are insured through ICS, meaning they split funds with other banks to ensure insurance. Making the switch could increase District funds between \$19,000-\$23,000. The board debated the importance of higher interest rates and keeping the money downtown. Some feared that it would send the wrong message to District banks. Mendenhall proposed a unique solution to the issue. The CID could request that the money used for ICS would be offered first to all downtown banks to be split so that the money would in theory be downtown but it would not seem to be a game of favorites. Czaicki moved that CID funds would be moved to First Midwest just outside the District under the condition that they offer to split the ICS between all downtown banks first (including credit cards) and it is all subject to a 6-month review by the board. Parmley seconded, all were in favor.

### **Sidewalk Dining Ordinance**

Davis updated the board that the City was okay with having the ordinance without the fee and permit. The businesses with tables and chairs outside would only need to submit a map to help with future enforcement. The help with enforcement, the CID would be the first to inform a restaurant about a complaint if received, and help the business to fix the issue. The map would be tied to the business license and the new ordinance will go to Council in November where it will ultimately be approved or rejected.

### **Committee Reports**

#### **Operations**

Parmley informed the board that most of the previous operations meeting was covering the Sidewalk Dining Ordinance.

#### **Economic Development**

Garcia updated that the solid waste masterplan was slowly being put into place by the City, Parmley chimed in that there have been issues finding space to place bins and compactors. Garcia informed the group where the committee was heading with the panhandling issues. The

committee would like to market the resources available for the homeless (both to public and businesses) to help those who need it and do something to stop the aggressive panhandling. The issues discussed all came back to needing more CPD, they would like to see foot patrol return downtown. Davis let the group know about the phone service issues with 311. Apparently certain phone providers do not connect to 311 and that is why the phone rings through. Chad with 311 also encouraged those calling 311 to request a call back when the issue was addressed.

### **Marketing**

Davis updated that the marketing committee found the District rebrand too expensive, but did find a solution in gradually changing out the logo as materials are replaced so that the "Downtown Columbia" is in the District blue and slightly enlarged. Verbally, the CID is encouraged to start saying the District Downtown.

### **DLC Report**

Mendenhall updated that the DLC was mostly in between topics at the moment.

### **Bicentennial Report**

Covered in Old Business

### **Parking Commission**

McClung was not present to provide an update

### **Staff Report**

Davis updated the board that board applications were out and the office had already received a few completed applications. She asked how the board would like the spots filled. They recapped, 5 three-year terms and 1 one-year term.

### **Public Comment**

Dushoff requested the City inform staff about excessive meter use so that the CID is aware why parking is "closed off".

Czaicki moved to adjourn the meeting at 5:23pm. Parmley seconded, all approved.

**Downtown Community Improvement District  
Economic Development  
October 15, 2019  
11 S 10<sup>th</sup> Street**

Meeting Canceled due to lack of quorum



**Downtown Community Improvement District  
Operations Committee  
October 17, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Kevin Czaicki  
John Ott  
Tom Mendenhall  
Logan Dale  
Dave Parmely called in

**Absent:**

Chris Kelly

**Guests:**

Tim Teddy

Dale called the meeting to order at 3:30pm.

Mendenhall moved to approve the agenda, Ott seconded, all were in favor.

**Sidewalk Café Ordinance**

Teddy updated the committee on the work he has done in drafting the revised sidewalk dining ordinance. He was able to do everything the committee asked to make the ordinance more to the satisfaction of the businesses with sidewalk dining. Davis has shown the revised ordinance to multiple of the affected business owners and they seemed to be appeased with the revisions. Two ordinances cover sidewalk dining so the committee reviewed the revisions to both. The major change was that permit and fee was substituted for plan, meaning a general map of their outdoor dining. Council still needs to approve the revisions. "Signs" were left alone because of continuing discussions but the phrasing was switched from advertising materials to signs to match other ordinances. Ott stated that he was against commercial signage that promoted anything other than the business itself. The committee would like to change signs back to advertising materials so that they don't get into the weeds of the sign ordinances. Czaicki inquired what the ordinance meant for umbrellas. Mendenhall moved to move forward with the ordinance, Czaicki seconded, all were in favor. Teddy reported that any changes to the ordinance other than discussed that day would have been made by legal.

**Parks and Rec Update**

The designer was not available to come with Snyder to provide an update.

**Parking Hours**

Davis reported that she has received multiple complaints that the meter times were hurting business because the time starts and ends too late. Mendenhall agreed that a different crowd comes downtown after 5pm. Ott said that this originally had changed because there were

issues with students parking in front of restaurants over night but the feedback has been that it made the situation worse. The committee would like to bring the issue to the full board and the parking commission to change the parking meter times to be consistent with the parking garages (8am-6pm).

**Other Discussion Items**

Davis updated the group on the lighting project. The delay is due to unanticipated technical issues powering the poles. The engineers are hoping to have a solution in 4-6 weeks to make the lights compatible with the transformers.

**Public Comment**

Parmley is planning to break ground for the Broadway Hotel expansion at the first quarter.

Ott moved to adjourn the meeting at 3:49pm, Czaicki seconded, all approved.

**Downtown Community Improvement District  
Marketing Committee  
October 22, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Van Hawxby  
Jesse Garcia  
Kalle LeMone  
Deb Rust  
Mark Sulltrop

**Absent:**

Munir Mohammad  
Christina Kelley

**Guests:**

Anna Lawrence, Vantage  
Josh, Alpine Shop

Rust called the meeting to order at 3:31pm.

Sulltrop moved to approve the agenda, Garcia seconded, all were in favor.

**Vantage Introduction**

Lawrence gave an overview of Vantage's digital plan for the District. Social media covered by them will be the paid ads targeted by demographics and psychographics. They will geofence events that could bring people downtown or are similar to District events. Vantage will focus on remarketing to capture people who have been exposed to the District already. Types of ads they will cover include branding (the majority of their ads), event carousels on social media, and imaging ads to help change the image of the District, focusing on ease of parking and safety. They have finalized their creative brief on the District and ads will start next week. Vantage will have a calendar that mostly revolves around events. Lawrence was asked to emphasize downtown, use more images of people having fun in the District rather than buildings, and they warned her that the logo would be changing slightly.

**Event Dates for 2020**

The group discussed each event individually and considered the types of businesses that would be participating, what events they have around those dates, busy and less busy times downtown, the purpose and target of each event, as well as logistics and came up with the following tentative dates...

- January 20-26 Restaurant Week
- February 3-9 Drinks in the District
- Wedding Stroll in April
- April 18<sup>th</sup> or 25<sup>th</sup> Spring Shop Hop

- June 15-21 Restaurant Week
- July 14-19 Drinks in the District
- July 30<sup>th</sup> through the weekend Dog Days
- October 30<sup>th</sup> Halloweenie
- Caffeine Crawl: Waiting for feedback after this year
- November 7<sup>th</sup> Magic Tree and Holiday Shop Hop
- December 4<sup>th</sup> Living Windows

### **Halloweenie**

Staff is in the process of passing out participant posters, the event is this Friday.

### **Holiday Shop Hop, Magic Tree, Caffeine Crawl**

November 2<sup>nd</sup> is when all these are happening. Decorations are going up for the holidays this week and next week so the banners, magic tree, and snowflakes will be ready to go by the lighting. Ticket sales are going well for the Caffeine Crawl and the Ticket giveaway is extremely popular.

### **Public Comment**

The group discussed judging techniques for Living Windows. They felt that sending pictures into the judges were not doing the windows justice. They discussed the rules for windows and the possibility of announcing the winners on social media after the event or the next day to give the judges more time. They want to come up with a specific judging system so it all comes down to points the office can tally up. The committee would also like to see a public vote as well, a people's choice winner.

Hawxby moved to adjourn the meeting at 4:45pm, Garcia seconded, all approved.

**Downtown Community Improvement District  
Executive Committee  
November 5, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Kenny Greene  
Tom Mendenhall  
Logan Dale  
Jesse Garcia

**Absent:**

Deb Sheals  
Mike McClung

Green called the meeting to order at 3:28pm.

Garcia moved to approve the agenda, Dale seconded, all approved.

**District Offices Lease**

Mendenhall guided the committee to a potential option for a new office space once the lease expires in January 2021. The group toured the building with the property manager and returned to the current office space to discuss logistics. The rent includes utilities but the group had concerns about Garcia and Mendenhall being members of the group that owns the building. The consensus was to ask Hollis about it after the board meeting. The staff will research more options before taking the matter to the full board.

**November Agenda**

The Trapps will do the year end report for 4A Change. Mike Griggs will be present to talk about Gateways agreements and getting an official MOU and contract with the City. Greene would also like to ask about Ameren Park while he is at the meeting. Davis encouraged the group to try to get more people to apply to the board without a specialty in marketing. Dale recommended leaving the agenda as vaguely surplus for the discussion on the budget surplus. The group suggested leaving some of surplus to save for moving offices and use some to upgrade the office as needed. Davis brought up two more issues to put on the agenda- parking meter times and a letter, requested by Ott, about the dumpsters at Wabash. Becker asked to add an audit to the agenda.

Dale moved to adjourn the meeting, Garcia seconded, all approved.

**RESOLUTION NO. 2020-15**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT REQUESTING THAT THE MAYOR OF THE CITY OF COLUMBIA, MISSOURI, APPOINT DEB RUST, KENNY GREENE, MARK SULLTROP, JOSH SAFRANSKI AND TOBY EPSTEIN AS DIRECTORS FOR A THREE-YEAR TERM BEGINNING FEBRUARY 10, 2019, AND DEB SHEALS AS DIRECTOR FOR A ONE-YEAR TERM BEGINNING FEBRUARY 10, 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 **DEB RUST, KENNY GREENE, MARK SULLTROP, JOSH SAFRANSKI, AND TOBY EPSTEIN** 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 4, 2020.

WHEREAS, the Board of Directors recommends to the Mayor of the City of Columbia, Missouri, that **DEB SHEALS** be appointed as a Director of the Board of Directors of the Downtown Community Improvement District to serve a one (1) year term of office commencing February 4, 2020.

**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 **DEB RUST, KENNY GREENE, MARK SULLTROP, JOSH SAFRANSKI, AND TOBY EPSTEIN** as Directors to serve a three (3) year term and **DEB SHEALS** as a Director to serve a one (1) 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 10th 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

January 17, 2020

Honorable Mayor Treece  
City of Columbia  
701 East Broadway  
Columbia, MO 65205

Dear Mayor Treece:

The Downtown CID Board respectfully submits a slate of five board candidate and while we strongly stand behind our first proposed slate, the CID Board is pleased to include five proposed alternate board members. These board candidates will serve a term from 2020-2023.

Two of the five recommended board members are re-elected, providing continuous leadership and sharing of historical knowledge.

The five proposed board members include:

- Deb Rust
- Kenny Greene
- Toby Epstein
- Josh Safranski
- Mark Sulltrop

The proposed alternative board member respectively is:

- Chris Kelly
- Aric Jarvis
- Heather McGee
- Mikel Fields
- Joanna Greenlee

Attached is information regarding the candidates, selected to represent the diverse stakeholders in the Downtown CID. Please let me know if I can provide additional information or answer any questions.

Sincerely,

Nickie Davis  
Executive Director  
Downtown Community Improvement District

#### CID BOARD

Kevin Czaicki  
Centurylink

Logan Dale  
Landmark Bank

Adam Dushoff  
Addison's

Jesse Garcia  
Penguin/Roxy's/Social Room

Kenny Greene  
Monarch Jewelry

Van Hawxby  
DogMaster Distillery

Michael McClung  
Dungarees, Resident

Tom Mendenhall  
The Lofts at 308 Ninth

David Parmley  
The Broadway Hotel

Deb Sheals  
Historic Preservation Consulting

Deb Rust  
Tellers

Kalle LeMone  
Nourish Café

Munir Mohammad  
Short Wave Coffee/Boone Olive Oil

Auben Galloway  
Callahan and Galloway







The District · Downtown Community Improvement District  
11 S. Tenth Street · Columbia, Missouri 65201 · (573) 442-6816  
discoverthedistrict.com

Ded Sheals, CID Chair

January 17, 2020

Honorable Mayor Treece  
City of Columbia  
701 East Broadway  
Columbia, MO 65205

Re: Downtown CID Proposed Slate of Directors to Replace Lisa Klenke

Dear Mayor Treece:

The Downtown CID Board respectfully submits a slate of one board candidate and one alternate to complete the term of Lisa Klenke, for your consideration. This uncompleted three-year board position term runs through February 6, 2021.

The proposed board member is:

- Deb Sheals

The proposed alternative board member is:

- Amy Courtney

Attached is information regarding the candidates, selected to represent the diverse stakeholders in the Downtown CID. Please let me know if I can provide additional information or answer any questions.

Sincerely,

Nickie Davis  
Executive Director  
Downtown Community Improvement District

Cc: City Council Members  
Sheela Amin, City Clerk  
John Glascock, City Manager  
Nancy Thompson, City Attorney

#### CID BOARD

Kevin Czaicki  
Centurylink

Logan Dale  
Landmark Bank

Adam Dushoff  
Addison's

Jesse Garcia  
Penguin/Roxy's/Social Room

Kenny Greene  
Monarch Jewelry

Van Hawxby  
DogMaster Distillery

Michael McClung  
Dungarees, Resident

Tom Mendenhall  
The Lofts at 308 Ninth

David Parmley  
The Broadway Hotel

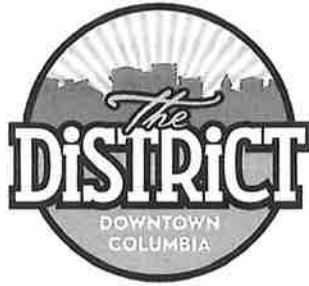
Deb Sheals  
Historic Preservation Consulting

Deb Rust  
Tellers

Kalle LeMone  
Nourish Café

Munir Mohammad  
Short Wave Coffee/Boone Olive Oil

Auben Galloway  
Callahan and Galloway



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## Proposed Slate for One Year Director

February 6, 2020 – February 7, 2021

### Downtown CID Board of Directors

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- *The proposed slate of candidates has been selected to represent the diverse stakeholders of the Downtown CID, complimenting the experience, skills and interests of the balance of the board.*
- One 1 Year Term: February 4, 2020 – 2021
- Expiring Term: Lisa Klenke
- Board Election Conducted: January 14, 2020
- Elected Slate:
  - Deb Sheals
- Elected Alternate Slate:
  - Amy Courtney

Name: **Deb Sheals**

Business Owners: Historic Preservation, LLC

Contact Information: Email – [Debsheals@gmail.com](mailto:Debsheals@gmail.com) Cell Phone – (573) 268-7046

Qualifications: Sheals has been the CID Boards Chairperson for the past year but has been on the CID Board for over five. She has in-depth knowledge of the CID and is passionately working for the Gateway Project.

Name: **Amy Courtney**

Legal Representative: US Bank

Contact Information: Email – [amy.courtney@usbank.com](mailto:amy.courtney@usbank.com) Cell Phone – (573) 808-3676

**Qualifications:** Courtney is a manager of US Bank downtown. She specializes in small business banking. She has worked in downtown for 3 years and is looking to join the operations committee. She is past president for the American Business Women's Association.

**RESOLUTION NO. 2020-16**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING THE MINUTES  
OF THE BOARD OF DIRECTORS MEETINGS HELD IN  
SEPTEMBER 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 September 2019.

Passed this 8th day of October 2019.



Chair of the Board of Directors

(SEAL)

Attest:

  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
September 10, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Van Hawxby  
Deb Sheals  
Munir Mohammad  
Jesse Garcia  
Kenny Greene  
Dave Parmley  
Deb Rust  
Mike McClung  
Logan Dale  
Adam Dushoff  
Kalle LeMone

**Absent:**

Auben Galloway  
Logan Dale  
Kevin Czaicki

**Guests:**

Brian Tate

Sheals called the meeting to order at 3:28pm

Parmley moved to approve the agenda under the condition that the closed session was moved to after the police report, Greene seconded it, all approved.

Mendenhall moved to approve the minutes, McClung seconded, all approved.

Sheals introduced Becker to the board, the new Director of Operations. Becker gave a brief analysis of the financials, highlighting that the revenues have been higher than budgeted and the expenses have been lower than budgeted. Mendenhall moved to approve the financials, McClung seconded, all approved.

**City Report**

Sheals read to the City Report that Carol Rhodes sent in her absence. The City has taken no further action on the Drink Special Ordinance. They are in the process of scheduling an internal meeting to discuss the ordinance. Hawxby chimed in that he is hosting the bar owners' meeting with the University on September 18<sup>th</sup> at 1pm and he would like to see someone from the City

attend other than CPD. Sheals said that she could email Rhodes to find out who to invite. The District did send a letter of non-support to the City. Dushoff heard a rumor that the staff was told to rework and resubmit the ordinance. CPD Chief Jones has been in contact with Carole about getting more police downtown.

### **CPD Report**

Ltn Brian Tate responded to a question from Sheals about the panhandling. He stated that the 311 nonemergency line was a different service and when the line rings through, it's because all the emergency lines are booked up. He also told the board that there are issues with taking care of panhandlers legally because the person reporting the offense of the panhandler has to be willing to testify in court and most people are not. He also said that he believes this is not an issue one can arrest their way out of.

McClung moved to go into closed session under Section 1(c) 610.021 (13) of the Revised Statutes of Missouri, Mendenhall seconded, all approved. Staff was dismissed.

The board opened the meeting back up to the public.

### **New Business**

#### **Future Visions**

Sheals would like the board to spend ten minutes in each meeting to discuss goals, the future, and any issues not currently being addressed. The board spent the ten minutes this meeting to see how everyone felt about the name the District vs Downtown. The board felt that Downtown was preferred except for Hawxby who felt that his business is not in what is generally considered downtown but is in the District. He also raised the point that he feels District resources are not evenly distributed between the areas in the District. All the focus is on Broadway and Ninth St. They will send the name issue to the marketing committee. Adam moved to send the issue to the committee, Mendenhall seconded, all approved.

#### **5 Year Strategic Plan**

Sheals pointed out that the new strategic plan draft by Birk was in the Dropbox, she encouraged everyone to read it to make edits and rearrange the plan as needed to be done by the end of the year. Hollis reminded her that there was no legal requirement to have it done by then. Sheals replied that the old one ended and she was making it an internal requirement.

#### **One Word**

Sheals updated everyone that the City was hiring a graphic designer, Davis will make flyers and posters with the design to get people to submit their three "Columbia" words. The CoMo 200 committee discussed making sure that no words were living people or events under 50 years old. Someone asked why the words are not just to describe downtown since the globe is being funded by the CID.

#### **Panhandlers Roundtable**

Garcia updated the board on the information found out at the roundtable. The City does more than most about homelessness. However, issues still arise because there is not a designated place to call to help a homeless person and more of the current array of resources are needed. In order to help the homeless, the taskforce must get the homeless people in their system and wait for resources unless the person is extremely vulnerable. Homelessness is a different issue than panhandling though. The panhandlers can't be taken care of legally unless someone is willing to take them to court to prosecute them. CDP can't do much without that other than ticket for open container. Ordinances against panhandling don't hold up in federal court. Dushoff added that the City could make an ordinance about loitering but he doesn't believe issues will resolve themselves until there is a larger police force. This would also solve issues with overdrinking, stealing, underaged drinking, and safety. Garcia pointed out that by the national population standards for policing, Columbia is about 40 officers short of staffing needs. The taskforce also recommended having a marketing program for the businesses to give everyone access to all the services they can call to help homeless people and have the businesses be unified in what they allow the panhandlers to do. The board moved the discussion back to policing. They would like CPD to bring back foot patrols and a downtown unit. They would like to ask council for more CDP support and more downtown officers and send the education aspect back to econ. Mendenhall moved to advocate for 4 more officers downtown with some foot patrol, Parmely seconded, all approved.

### **Committee Updates**

#### **Operations**

Parmley updated everyone that Shane Creech and Tim Teddy came to the last meeting to discuss the sidewalk dining ordinances. Rust reported that the result will likely be a watered-down version of the ordinance without the permit or fee required. The moratorium is up in January, the board needs to have something to council mid-November.

#### **Economic Development**

Econ discussed the homeless and panhandling issues. Garcia also had an update from Adam White that the Master Plan for solid waste was beginning to go into action.

#### **Marketing**

Rust reported that Deb Marshall come to the meeting to talk about the new City guide and that the Marketing committee used their extra budget to buy a half page ad. The committee is working on selecting a digital agency. It is likely they will work with Vantage. The committee is also preparing for upcoming events and their details.

#### **Search and Review**

Sheals gestured towards Becker and said that the results of Search and Review were right here.

#### **CoMo 200**

Sheals updated that they were working on the One Word Project, fundraising and the new compromise which was going to council.

**Parking**

McClung reported that they ruled out privatizing parking garages downtown. Most of the committee's time was spent discussing issues with the garages.

**Staff**

Becker updated that she and Davis were now registered lobbyists and that Katie Essing was coming in to train Becker and Davis.

McClung moved to adjourn the meeting at 4:57pm. Hawxby seconded, all approved.



**Downtown Community Improvement District  
Economic Development  
September 17, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Jesse Garcia  
Deb Rust  
Auben Galloway  
Adam Dushoff

Garcia called the meeting to order at 3:31pm.

Rust moved to approve the agenda, Galloway seconded, all voted in favor.

**Panhandling**

Garcia opened up the discussion by telling the group of an incident with a homeless man that he witnessed over the weekend. The man was screaming that he needed help in front of a church and grabbed a girl by the arm. Another man, with a dog, quickly came up and confronted the homeless man. Garcia called 911 during the confrontation but by the time the police were there, only the homeless man was left at the scene.

The group discussed that no one wants to be mean to homeless people so it is not well received when someone tries to intervene with aggressive panhandling. The general public is not aware that there is a difference between the two communities. The CID needs to educate the businesses and the public on who they can call, how they can help, and what services are available locally to help the homeless. It would also be beneficial if the City had more resources (CPD officers) and a "no sit no lay ordinance" to help with loitering of both the panhandlers and intoxicated individuals after bar close. This would keep panhandlers on the move and disrupt their income, hopefully leaving only those who actually need help.

Dushoff pointed out that nothing else is more effective downtown than police on foot. Davis followed up by saying that some businesses won't call 4AChange to help because it doesn't go on CPD's record. However, when they call 311, it often rings through. They then discussed how educating the public could help stop panhandling including methods used by Prescott, AZ, Springfield, MO, and Fort Walt Beach in Florida. Rust stated that she feels education is key to "feed the people, not the problem" and move people in the right direction to increase the homeless funds and decrease the panhandlers' funds.

The conversation moved back toward the need for more CPD officers. Garcia pointed out that there are 5000 residents downtown, more visitors, and only two officers. The residents have dramatically increased while officer presence has decreased and the downtown unit has disappeared. Galloway suggested the City hire more Community Aides to free up more officers or at least to have the aides patrol downtown on foot in a uniform. They briefly entertained the Block by Block proposal and Garcia asked what the likelihood of the City paying for those

services were. They could increase services in the summer and wane off in the winter. Davis said that she will meet with Steve Hollis and discuss having a monthly meeting for the homeless people. She is also meeting with the contact for 311 to see how services can improve. Rust pointed out that this all needs to be positive change, not negative. Dushoff countered that it needs to help the homeless and stop the panhandlers because it is two different issues. However, if there is too much help, we may end up with more homeless people coming to Columbia. CPD is short 15 officers for their personal minimum and 40-50 officers short for Columbia's population by national standards. The committee believes that culture with CPD will improve with the new chief but pay needs to increase as well to attract more officers. Davis will set up monthly meetings with Glascock.

Rust moved to adjourn the meeting at 4:23pm, Dushoff seconded, all were in favor.

**Downtown Community Improvement District  
Operations Committee  
September 19, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Dave Parmley  
John Ott  
Chris Kelly  
Logan Dale  
Kevin Czaicki

**Absent:**

Tom Mendenhall

Parmley called the meeting to order at 3:28pm

Czaicki moved to approve the agenda, Dale seconded, all were in favor.

**Sidewalk Café Survey**

Davis updated the committee on the results of the sidewalk dining survey she sent out. 23 restaurants responded, most of which had less than five tables outside with no service to those tables. Most of the restaurants said that they did not want to be monitored by the City but would be okay connecting a sketch/map of their table to their business license if a complaint were to arise. Some of the restaurants already have a map on file because they service alcohol outside. They do not want a fee associated with the sidewalk dining ordinance. Most are willing to attend a roundtable discussion on the topic but believe the ordinance has too much red tape around it. The board then discussed what could be done about the ordinance. The original ordinance was created to help multiple ordinances not contradict each other and allowed for a wider variety of alcohol to be served. Creech seemed to think that the City would be willing to waive the fees and make the ordinance just complaint driven. The city as the enforcing party came around because there were concerns that there would be no "hammer" if the ordinance were violated. The CID could help advocate or solve logistics for any issues that arise. The committee concluded that the ordinance was good if the fee and application were taken out of the process.

**Planter Update**

Parks and Rec is still designing the new planters and researching what is underneath them all to see how adjustable height is. The committee would like to change Hitt Street, 10<sup>th</sup> and 9<sup>th</sup> first. 9<sup>th</sup> and Broadway is the test intersection. The committee would like to see the planters take up less space on the sidewalk to create more room for outdoor dining. The City should use their money saved up for the CID first and then the CID should use their \$60,000 designated for planters. They also discussed tying in the design to the Gateways project and the Avenue of the Columns.

**Ridesharing Update**

The committee is waiting for direction from the City and CPD. The mayor supports the idea and wants to work with it. Davis wants to discuss logistics with the City Manager in their monthly meetings.

**Solid Waste Placement Sites**

The City is slowly implementing the plan for solid waste. The committee discussed the house on the compactor lot the City purchased. They discussed other opportunities to place compactors.

**Other Discussion Items**

Ott brought up a few ideas and issues for the committee to discuss. The first was that US Bank needs to give CPD permission to remove loiters from the lot and their wall because they are becoming unsafe at night. The second was an idea about having a shuttle go between downtown and Faurot Field during game days because he believes the lack of mobility from tailgates are the main reason why game days are not successful downtown. He suggested contacting Gary Ward to start that discussion because it would need to be a dedicated route.

The committee would like an update on the lighting progress from Ryan Williams. The lights have not been put out to bid yet.

Dale moved to adjourn the meeting at 4:35pm, Czaicki seconded, all were in favor.

**Downtown Community Improvement District  
Marketing Committee  
September 24, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Mark Sulltrop  
Christina Kelley  
Van Hawxby  
Munir Mohammad  
Jesse Garcia  
Deb Rust  
Kalle LeMone

Rust called the meeting to order at 3:30pm.

Garcia moved to approve the agenda, Hawxby seconded, all approved.

**Halloweenie**

Promotions online and printed are being distributed throughout the District. Davis let the committee know that the City is looking for someone to dress as a robot. The event runs from 4-6pm on Friday, October 25<sup>th</sup>.

**Holiday Shop Hop/Magic Tree/Caffeine Crawl**

The Shop Hop and Magic Tree Lighting are going on as usual. The committee discussed the visibility and accessibility of the Caffeine Crawl online. The crawl has a drop down menu to register for the event and buy tickets. They discussed where the event is on Facebook, if it is the District's event or the Caffeine Crawl's and that the other should co-host it. These events all occur on November 2<sup>nd</sup>.

**Goals and Next Steps**

The committee reviewed their goals just to touch base. This led to a discussion on the District's involvement in Roots and Blues. The "Road To..." did not occur this year but there were more perks for the District and they only took 8% off the top of the sales made by District businesses. The City provided fewer perks to the festival. They also discussed marketing campaigns to not compete with the festival but remind everyone of all the things they could do downtown throughout the weekend before and after the festival. They would like to encourage businesses to take more advantage of the times when more people are in town, market more, stay open longer, increase awareness. They would like to segment geofencing more. Davis informed the group that she would be meeting with Vantage on October 3<sup>rd</sup>, Mohammad expressed concerns about their social media ability. Hawxby would like to see dates added to goals and outreach to have a deadline to complete tasks by. He would like to see more face to face outreach to get more businesses to buy-in. They also talked about increasing online presence and creating informational videos. The committee would like get new business welcome packets to all the businesses that have opened within the last year to help increase awareness of District services.

They tossed around the idea of having a visiting committee that service as brand ambassadors for the District and help create top of mind awareness.

### **Rebrand of the District**

The District can be broader or more restricted than peoples' definitions of downtown. The original connotation of downtown was negative when the District was branding. The District could be safe and fun and downtown could be where bad things happen on the news. The group discussed the costs of a rebrand, which are great. The District is gaining more awareness as the District. Garcia liked the idea of just changing the color of the Downtown Columbia to blue instead of orange so that it stands out more on the logo, but the area is still called the District. The rest of the committee liked this idea, it would make it easier to phase out the old logo and slowly replace it with the new one as the CID needed to replace things. It was pointed out that if the name was changed to Downtown, they should get the opinion of the people in the District. The committee thinks it would be simple to start adding downtown after the District in marketing and networking. They would also like to get more window clings for the District and Shop Local Campaigns.

### **Parking Meter Sponsorship**

Davis pitched the ideas that once a month, companies could sponsor an entire block of free parking for the day and the company could advertise on the meter covers. You can buy meters for a day for \$30, the hood would have a District logo and a slip to slide in the company logo that was sponsoring the meters. The cost for all of 9<sup>th</sup> Street between Broadway and Cherry would be \$960/day and the price could be raised so that the extra money could fund CID projects with the City. The committee was unsure that was enough of an incentive for advertising and brainstormed ideas to make it bigger. They were also unsure they wanted a large company advertisement downtown and felt that staff would take advantage of the parking.

This led to a parking discussion in general. Rust would like to see the City offer a discount for paying off a parking ticket the day of and branding that it isn't \$3 for parking, it's \$3 for fun.

### **Public Comment**

The committee discussed the issue of panhandlers stealing tip jars.

Garcia moved to adjourn the meeting at 4:56pm, Hawxby seconded, all were in favor.

**Downtown Community Improvement District  
Executive Committee  
October 1, 2019  
11 South 10<sup>th</sup> Street**

**Present**

Jesse Garcia  
Kenny Greene  
Logan Dale  
Deb Sheals

**Absent**

Mike McClung

Sheals called the meeting to order at 3:37pm.

Garcia approved the agenda, Greene seconded, all were in favor.

**October Board Agenda**

The group discussed approving Gateway money to be released to the City for engineers and topography, it would be an additional \$200,000 on top of the \$50,000 already approved but not already spent. They briefly discussed how to sponsor the plaza and how to represent the District's sponsorship. Becker updated the committee where she was in the banking relationship process, what benefits banks offered and what would raise the most additional money for the CID. She also brought up that US Bank wanted to be more involved in homeless outreach. They would like to remind everyone that board applications will be open but don't think it should be on the agenda. The discussion about auditing was mostly about the expense of it, they would like to add it to the next agenda. The group discussed starting a financial committee or just having the chair and treasurer meet with staff so it doesn't have to be a public meeting. They discussed changing the format of the financials. They would like to move the discussion of the 5 Year Plan to the January Board meeting.

**Public Comment**

Committee held a brief discussion on Roots and Blues moving more downtown or staying at Stephens Lake.

Garcia moved to adjourn the meeting at 4:18pm, Dale seconded, all were in favor.

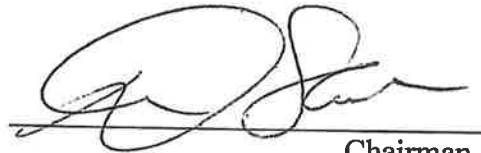
**RESOLUTION NO. 2020-17**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD  
NOVEMBER 2020.**

**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 2019.

Passed this 10th day of December 2019.



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

(SEAL)

Attest:



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



**Downtown Community Improvement District  
Board Meeting  
November 12, 2019  
11 South 10<sup>th</sup> Street**

**Present:**

Auben Galloway  
Deb Sheals  
Deb Rust  
Jesse Garcia  
Tom Mendenhall  
Munir Mohammad  
Kalle LeMone  
Van Hawxby  
Adam Dushoff  
Dave Parmley  
Logan Dale  
Kevin Czaicki

**Absent:**

Mike McClung  
Kenny Greene

**Guests:**

Robert Hollis  
John Ott  
Chris Kelly  
John Trapp  
Mike Griggs  
C. Sinclair

Sheals called the meeting to order at 3:33pm

Mendenhall moved to approve the agenda, Garcia seconded, all were in favor.

Mendenhall moved to approve the minutes, Hawxby seconded, all were in favor.

**Financials**

Dale and Becker provided an overview of the financials one month into the new fiscal year. So far, \$52,000 or about 7% of the budget has been spent. Staff will meet with Dale and Sheals once a month to review finances before the board meetings. They presented a sheet that reconciles potential budget changes with needed office items and their cost estimates. Birk recused herself. Birk returned, Becker summed up that staff is unsure how much the TIF will cost so the plan is to save at least \$80,000 until the TIF has been paid.

would be fiscally irresponsible. The project would be terminated. Parmley moved to support a 35-year easement for Stevenson, Dushoff seconded, all were in favor. Mendenhall moved to send the agreement crafted by the City to Executive committee after going through staff with an amendment to be sent to the full board in December. Dale seconded, all were in favor.

Griggs also updated the board on the Ameren site. Ameren has been working with Glascock and offered to sell the property for an amount between 1 million and 2 million dollars. The City had an appraisal done of the area and the appraisal came back higher than the selling price. The issue needs to go to council and then would have to go through brown field cleaning but the site could become a park and even the launch site for Fire in the Sky.

### **Changing Meter Hours**

Davis asked the board if they would like to request changing parking meter hours to the City. She discussed changing garages and meters to 9am-5pm with Christian and Glascock and that neither saw issues with the change. Dushoff expressed concern that this change may hike up meter rates. The parking commission is doing a fiscal study of parking and the garages are all paid off now. Mendenhall expressed that he felt it was time the City build another garage then. Ott explained that the original logic behind the meter time was that the new times were to prevent residents from taking parking spaces that would be used by restaurant patrons, however the feedback commonly received is that this actually hurt restaurants more than it helped. Garcia pointed out that the few metered parking spaces are on completely different times as well. The board would like to see the parking commission discuss the idea.

### **Letter to Solid Waste**

The solid waste master plan has been stalled because of Hunt leaving, Ott requested that the board write a letter to encourage White to move forward with the plan, specifically Wabash, quickly. Mendenhall moved to send a letter, Parmley seconded, all were in favor.

### **Old Business**

#### **Surplus Update**

The CID is waiting to pay the TIFs before taking any more action with the budget surplus other than the budget amendment.

#### **Audit**

Becker reported back that she found a company in Jeff City to do a full audit for \$8,500 that had experience doing governmental work. The cost was by fair the cheapest audit she found and was under the bid amount. They could get a review instead of an audit, however the last one for the CID was \$6000. Hollis recommended a couple groups to Becker. The board asked her to look into it and check back.

#### **Sidewalk Dining Ordinance**

The ordinance has been revised with Tim Teddy and had a first reading at council last meeting.

### **Committee Reports**

**Downtown Community Improvement District  
Marketing Committee  
November 19, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Munir Mohammad  
Deb Rust  
Mark Sulltrop  
Kalle LeMone

**Absent:**

Christina Kelley  
Van Hawxby  
Jesse Garcia

**Guests:**

Anna Lawrence, Vantage

Rust called the meeting to order at 1:33pm.

Sulltrop moved to approve the agenda, LeMone seconded, all were in favor.

**Vantage Digital Monthly Update**

Lawrence informed the group that they kicked off the digital ads on November 1<sup>st</sup>. They have already made 50,000 impressions, their goal is 100,000 impressions. They will bring the previous month's stats to all future meetings but they are only about halfway through the first month so the stats do not exist yet. Lawrence passed around a handout with pictures of the different ads that they are sending out- interactive, carousels, swipe up features on social media stories, image ads to promote safety, cleanliness, parking, culture and fun. The ads are intended to go to a market that does not follow the District on social media and they will start planning 2020 geofencing with Davis.

**Halloweenie Review**

Many businesses ran out of candy, the group believes the attendance was record high and noticed that the main demographic seemed to be younger children this year. City Hall had at least 1200 attendees. The group discussed holding the event on Halloween based on received feedback but decided that would be too risky and end up mixing with the older, drunk crowd. Mohammad requested staff start giving candy estimates to businesses when passing out the marketing materials next year.

**Holiday Shop Hop and Magic Tree Lighting**

Davis had received feedback that most retailers were over their sales goals for Shop Hop. The day was off to a slow start in the morning and really picked up in the afternoon. The group discussed if this was because of the Caffeine Crawl and if they should keep them all on the

### **Living Windows Update**

47 businesses have signed up to have a window, the maps for the event are printing now. Landmark confirmed hosting Santa again this year but they are being bought out by another bank and other locations have asked about hosting Santa. The committee would like to make hosting Santa a drawing with certain venue standards to enter the drawing. The drawing would be before November so it would require some planning and the venue that hosted Santa the year before would not be able to enter starting next year.

### **Winter Photography**

Davis asked the committee if the CID could hire Epping for winter photography of the District because staff does not have any winter pictures. The committee agreed that keeping pictures up to date was important. Davis will try to hire him to take pictures of Living Windows for \$600. Sulltrop moved to approve pictures, LeMone seconded, all agreed.

### **December Meeting Time**

The committee decided to meet at 1:30pm on December 17<sup>th</sup>

### **RFP Holiday Décor**

Davis updated the committee that an RFP has already been written for holiday décor because staff had hoped to get out of the current agreement last year. This is the last year using Winterland so Davis will send the RFP out and asked the committee to research other downtown's holiday décor to see what they liked. LeMone suggested looking at Denver and like that they hung light strands between buildings and the light poles. Davis will update the group after she talks to Commerce about the Magic Tree next week but the committee would love to keep a magic tree in the District.

Lemone moved to adjourn the meeting at 2:38pm, Sulltrop seconded, all were in favor.

### **Panhandling**

Garcia summarized 4A Change's report on how they have been able to help the homeless downtown. The group talked about allocating more money to 4A Change but were unsure that it would help issues with the homed panhandlers because they don't always want help or to change. The committee discussed how to disrupt the flow of income to these individuals when they are downtown so that the aggressive ones will relocate. Davis brought up that the CID could try to help fund half a police officer's salary to bring an off-duty officer to help. Ott pointed out that that would be crossing a line and paying for services the City has provided and Garcia pointed out that most officers don't have off duty time currently because of staffing shortages. They discussed ways the City could raise more money for officers and it was pointed out that these initiatives failed because administration was previously viewed as inefficient by citizens. Now CPD has a hard time keeping up with students and panhandlers because of the lack of resources and staff. The group would like to focus on creating an ordinance to help CPD move loiterers along, marketing the services that the CID and City already provide for homeless people and then supporting the recruitment of more officers to CPD. They would like to have a no sit no lay ordinance so that business owners could have a way to try to move these individuals along before they have to call CPD.

### **Website Update**

Davis showed the committee the bones of the website that she had created and focused on the navigation so that she and Birk could go through and fill out the pages and Hoot Design could add in the map easily. Garcia asked what the new site looked like on mobile devices and wants to make sure that the buttons and navigation are still easy and accessible on phones.

### **Wayfinding Signage**

The CID needs better signage. This includes signs guiding visitors to parking garages, new maps, and new district guidance signs. Davis received a quote to be able to clean up and update everything for \$5000. Ott pointed out that Highway 63 and I70 need better downtown wayfinding signs as well. On 63, the downtown sign appears to be pointing to the Conley area. Signs that guide people off the high and towards downtown would be helpful. They also discussed better street signs and the potential to backlight the signs. Everyone was in support of better parking guides.

### **Public Comment**

Ott brought up garage arms versus the meters in garages to discuss logistics.

Rust moved to adjourn the meeting at 4:35pm, Dushoff seconded, all were in favor.

improvements for the corner while they have it torn up. This hopefully includes better wayfinding signs, cameras, and backlit street signs. Ott would like to use the flat parts of the sidewalk for tables and bikes and use the slopes for trash, recycling, and District wayfinding. The group went back to the discussion on bikes, they feel that having bike racks on catty corners would be ample bike space. They showed the group the style of racks that were found in San Diego. They presented ideas to the committee like painting intersections to increase public art and slow traffic. This also works well in crosswalks. They discussed the idea of temporary closures to experiment having a few pedestrian roads in the District. They also talked about making parking spaces for scooters next to the bike rack to reign in the e-scooters more. The corner could potentially be used to house four smaller magic trees. The group would like to remove the bike racks from the corners of Teller's and Commerce and keep them in front of Bingham's and the law firm. The group discussed the materials in the planters like using limestone for the flatwork. They also discussed the need to make hardier curbs and believe that 8 inch curbs would be an excellent solution.

#### Parking Hours

Davis and Becker checked with the committee that they would like staff to send the issues of inconsistent times between meters and garages to the Parking Commission. The committee felt that was a good place to start to make time consistent.

#### Power Washing in Alleys

Block by Block spends a lot of time power washing the alleys when the weather is fitting. This is technically a City responsibility, they used to send street cleaners around downtown and in the alleys and split power cleaning 50/50 with the District. Davis believes, after a recent meeting with John Glascock, that the alleys could be repaired and paved to help with appearance and accessibility for solid waste which would hopefully keep the alleys cleaner.

Parmley moved to adjourn the meeting at 4:50pm, Mendenhall seconded, all approved.

**RESOLUTION NO. 2020-18**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD  
DECEMBER 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 December 2019.

Passed this 14th day of January 2020



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

(SEAL)

Attest:



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

**Downtown Community Improvement District  
Board Meeting  
December 10, 2019  
11 S 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

**Guests:**

Mark Sulltrop, at large member  
John Ott, At large member  
Robert Hollis, CID Attorney  
Carol Rhodes, City  
Sinclair, CPD  
Heather McGee, On the Rocks  
Amy Courtney, US Bank  
Kurt, Shakespeares  
Toby Epstien, Shakespeares  
Josh Sanfranski, Alpine Shop  
Mikel Fields, Cracked Up Mobile  
Joe Deelo, Central Bank  
Danielle Little, Columbia Real Estate  
Aric Jarvis, Broadway Hotel  
Joanna Greenlee, TKG/Maly

Sheals called the meeting to order at 3:32pm.

Parmley moved to approve the agenda with the amendment of removing the audit as a topic and moving board applicant introductions up on the agenda. Mendenhall seconded, all approved.

Mendenhall moved to approve the minutes, Hawxby seconded, all approved.

**Financials**

Dale summarized the financials for everyone. He highlighted that the CID had collected 58% of the expected property taxes already, putting the District in a good position for revenues received and expenses incurred. 16% of the budget has been spent so far, this can be a bit lumpy due to non-recurring costs. The only recurring cost that seems to be over budget is the phone and Wi-Fi, which he was not concerned about because it was not a high dollar expense. They had discovered an error in the interest income estimates, he would like to change it from \$15000 to \$16100 and increase expected revenues on the budget. Dale moved to make the changes, Mendenhall seconded, all approved. Czaicki asked about the TIFs, Dale responded that they seemed to be a fraction of what was conservatively budgeted for. Becker stated that the financials would soon be in QuickBooks. Dushoff moved to approve the financials, Mendenhall seconded, all were in favor.



### **CPD Report**

Sinclair let the board know that Room at the Inn just opened up the previous week. He will find out who is running the program this year, the program rotates around host churches. Sinclair suggested calling 311 or 442-6131 or 4AChange if there were any issues or someone needed transported to a shelter. He stated that downtown had been quiet enforcement-wise, there have been a few issues with the east side of the 10<sup>th</sup> and Cherry Parking Garage and a few complaints.

### **City Report**

Rhodes let the group know of a few topics of interest that would come before the council in upcoming meetings. The topics included, short term rentals (which will have a 2-hour work session before it goes to council for a second read in January), Medical Marijuana in February, the Flatbranch Plat and changes to parking hours will be on upcoming consent agendas. The board had questions about the Bird Scooters which she would find answers to and Leah's resignation which had been withdrawn.

### **Board Member Applications**

Sheals asked the applicants for the board to introduce themselves and give some information on how they were involved downtown as well as why they wanted to be on the CID board. Board members cast their votes and sent them over to Birk to be tallied.

### **Visioning**

Sheals requested the topic for visioning to be the new holiday decorations. Davis presented several photos of ideas to the group. The board seemed to enjoy the idea of having a string light corridor with lights connecting light poles along the streets. They also liked the idea of stringing lights across the intersections. Davis said that she would check in with Glascock about the reasons why the City prefers to not hang anything over the roads. Both ideas would cover more of the District than the current decorations. LeMone liked the idea of lining buildings with the lights, other members believed there would not be enough cooperation to make it look good. They discussed how to power the new lights and previously failed ideas like the snowflakes that have lighting issues and lights in trees where the cords had been cut.

### **Legal Services**

The board had a discussion about how the legal services at each meeting and following requests were valuable but expensive. They discussed inviting Hollis only to quarterly meetings and having all requests go through Davis. Hollis quickly pointed out that that could get into issues with conflict of interest requests if the request was about her or staff. He did offer to send a time estimate for any issues brought up by board members so that Davis could limit spending by putting a time limit on research done. The board scratched out that section of the policy to rework. Dushoff questioned if it were worth having him there quarterly, with a strong belief that the CID should have him at every board meeting or not at all, many agreed. Czaicki suggested to let things settle down in the office for about a year and then revisit whether or not he was necessary at meetings. Dushoff pointed out that he has probably saved money and time in the end by preventing extra legal issue. Hollis pointed out that it was much quicker for him to

figure out issues when he is present at the meeting to hear the discussions. The board tabled the issue with the desire to have an estimate from Hollis for any project before he begins to charge for time. Dale pointed out that professional services, which include more than Hollis, make up only 3% of the budget. Parmley moved to table the legal services policy, Mendenhall seconded, all approved.

### **Credit Card Policy**

The Mayor notified Sheals about credit card charges that were reimbursed by employees. Sheals explained that they were charges accidentally made to the company card and the charges were paid back by the appropriate people for small things like coffee and rides. The board was presented with a new credit card policy so that the CID could say they have one in place. Czaicki strongly encouraged to add an accidental charges policy on to the policy so that unnecessary disciplinary action would not have to take place over accidentally using the wrong card for something. Dale moved to amend the new Credit Card Policy to include an accidental charges policy in which the board would be notified of any accidental charges, Czaicki seconded, all approved.

### **Market Study**

Davis informed the board that she and the economic development committee would like to have a study done of downtown to have more information to advertise to businesses that are thinking about moving into the District. She discussed a few options to see which kinds of studies she should look more into. The board seemed to unanimously favor spending more for an in-depth study on demographics, foot traffic, and money spent in the CID. Czaicki suggested working with a graduate program capstone to help get more information. The information could also help new businesses secure loans at banks, making it easier for them to open. The board sent the study to Economic Development to work on and report back.

### **Rentals Summary**

Birk summarized the current lease of the CID office, a property recommended by Mendenhall and compared both to several other office space listings within the District. Sheals pointed out that she would like to make sure that if the office moved, it would be more accessible than the current offices. The board seemed to prefer the idea of having a conference room in the office space rather than moving around for meetings. This would require spaces that were about 1500 square feet. They would like to discuss how to decrease utility costs in the current space and talk to the new landlord to find out what extending the lease would look like as an option. The lease does not end until February of 2021, so this summary was to merely get a baseline for rentals downtown.

### **Board Applicant Voting Results**

Birk reported the vote of the board for the new and returning board members. Returning members voted in were Sheals, Greene, and Rust. New members voted in by the board were Epstein, Safranski, and Sulltrop, however Epstein was not stated out loud, so the board looked to the runner-up which was a tie between Fields and Jarvis. Jarvis won the tie breaker.

## **Committee Reports**

### **Operations**

Parmley summarized what the operations committee had been working on this month mostly focusing on planters, which a plan had been decided on for the test intersection of 9<sup>th</sup> and Broadway, and alleys. The CID would like to push the City of fixing and cleaning up the alleys downtown. They believe this will ease Solid Waste in getting to dumpsters and help also keep the alleys cleaner.

### **Economic Development**

Garcia stated that they mostly discussed solid waste and the masterplan. Each part of the plan has to go to the community and the council individually. They decided where to move extra waste cans to and where to place recycling bins. They also talked about possibilities of the Ameren site.

### **Marketing**

Rust informed the rest of the board that the committee was receiving statistics from Vantage about their work and were excited to get the next month's so they would be able to compare. She said that Halloweenie, Shop Small, the Caffeine Crawl, and Magic Tree had all been successful events. Adonica Coleman is going to take over the Wedding Stroll and ticket the event so that it can be much more organized. Living Windows had 47 businesses participating, they are discussing options for Santa and holiday décor for next year. Sheals reported that the office as a warming station during the event was a nice outreach effort and well received. Board members could volunteer and pass out maps the next year.

### **DLC**

The meeting was cancelled

### **Bicentennial**

One Word during Living Windows and Shop Hop were successful. Slow progress was happening on the design work by the architects. The MOU was still with legal.

### **Parking Commission**

The meeting was cancelled

### **Staff Report**

Many events have come to a close, annual reports were headed out and meeting schedules were discussed.

### **No Public Comment**

Parmley moved to adjourn the meeting at 5:01pm, Czaicki seconded, all approved.

**Downtown Community Improvement District  
Marketing Committee  
December 17, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Christina Kelley  
Mark Sulltrop  
Deb Rust  
Jesse Garcia

**Absent:**

Kalle LeMone  
Munir Mohammad  
Van Hawxby

**Guests:**

Stacey Thompson  
Adonica Coleman  
Anna and Kelly, Vantage on the phone

Rust called the meeting to order at 1:39pm.

Kelley moved to approve the agenda, Sulltrop seconded, all were in favor.

**Vantage Wrap Up**

Digital and Geofencing focus, reviewed graphics that are being used at the Columbia Mall to remind people that they can support local businesses and find unique gifts in the District. They are geofencing the mall over the holiday shopping weddings. Geofencing wedding expo for Wedding Stroll and geofencing MU games for downtown. Committee would like to take away geofencing on week-night basketball games and focus on weekend games only. Want to take geofencing off Show Me Opera. Would like to review events to geofence monthly at marketing meetings to review and reflect more.

Digital- Facebook 77,000 impressions in ads this month. Living Windows will not be included in the mass statistics. Reviewed statistic sheet. Shop Small had more impressions and interaction than Living Windows. Snapchat Campaign to reach younger market. 94,000 impressions on Snapchat. They geofenced the Holiday Expo and other events which got 6,800 impressions. They market to people inside the geofence for up to 30 days after for repetition. 96% of impressions were from a mobile device. Remarketing ads were mostly interacted with by women. Current frequency is 1.5

### **T/F Sponsorship**

Thompson summarized relationship between T/F with the District, banners, True/Love, individual businesses. Last year we sponsored one of the top 5 most popular films for \$2000. Opportunities for the future, we could do a film again to sponsor but T/F would like to wait to until closer to the Fest to see if someone would buy it for more money and the CID could sponsor late openings. She has a film about a hair salon in mind for the CID. Thompson summarized True/Love and how it worked with the 23 participating businesses, including a window cling, percentage of sales, tickets for spending so much in stores. Ideas to add on to the event, a wrap up party at a location in the District on Saturday or one on Sunday at Ragtag showing American Factory (sponsored film of last year) or any film they can get rights to show. Each participating business could have a certain amount of tickets to give away during the True/Love event or keep for the business owners to go to the event. She reviewed the perks of sponsoring the film including having more tickets. Committee liked the wrap up party at Ragtag best but would like to extend ability for other types of businesses other than just retailers to participate. Committee discussed if restaurants would like to participate buy the percentage of sales, rounding up bills, or selling the T/F wine because a percentage goes back to T/F. Logboat and Public House are the brewery sponsors, there is negotiation with a third brewery happening. Last year there was a collaboration for a T/F beer and wine. Both will be exclusive to T/F this year. Committee would like to focus more on helping businesses and getting people in them rather than marketing the District logo to people from out of town who do not know what it means. True/Love would be February 8<sup>th</sup> and the 9<sup>th</sup> would be the wrap up party at Ragtag in the afternoon about 3-5pm and many business owners are not in stores on Sunday so it could be attended.

### **Wedding Stroll**

Coleman passed around information about her ideas for the Wedding Stroll and went through a presentation. She read through every response in every survey about the Wedding Stroll. She called the participants that she knew from the event to get more feedback, then researched other wedding strolls in other cities. March and April seem to get the best attendance and responses. Date options are February 22<sup>th</sup> or 23<sup>th</sup> or March 14<sup>th</sup> or 15<sup>th</sup>. The stroll would move to no more than 6 or 8 stops. Stroll is different because it is to attract that businesses bride who will actually become a customer. If the event is ticketed, people will show up because they already paid. She discussed ticket structure including single, pair, VIP options. She would like the brides to be to have sashes to identify them. She would have other shops products at main venues and then advertise a deal if the bride stops by the shop that day to get people into the other shops. Coleman would like to group people and send them all different places and make the Stroll shorter. Visual markers outside of each stop to guide people into the venues. Stipend to VIP service providers and would like everyone to end at a reception event. Limos and buses would be outside venues to take people between them as an option. Committee would like to add a nominal fee for each additional attendee for a group fee. Talked about ticket price point, with ticket would come the bag but only for the bride. They also discussed event length because it can't be too long or short and longer times are more able to drop in and out. The event is more of a fun event rather than an expo to make it appeal to go to each thing rather than just passing by bakeries because they already have a cake. Event would still have a map of

every business participating but those businesses would have to be doing something, they can't just be open like normal. Charge a nominal vendor fee for businesses that are outside of the District. Make participating businesses market the event as well. Committee would like to do the event in March and discussed doing the event on Sunday but would like to see if big venues have openings for Saturday or Sunday. Businesses that do not want to open on Sunday could just set up a table. Stephens students would help with the actual event.

### **Living Windows**

Event was great, fun to the District. Committee felt like sidewalks were less crowded than usually but still busy with no place to park. Issues with NVAD not specifying between First Friday and Living Windows. Committee discussed closing down the streets.

### **Caffeine Crawl**

The organizers sent a letter that they would need to up the sponsorship cost to the District from \$1000 to \$1200. They would be okay increasing the ticket price but would not reimburse participating coffee shops. There would be more people touring overall but many, smaller groups. Committee felt that it was worth it to bring the crawl back. Committee would like to know how many extra routes and tickets it would be for the extra \$200 sponsorship fee. Check with coffee shops before the event to make sure that they were prepared. Talked about the marketing for the event.

### **Public Comment**

Restaurant Week is currently at 13 participating restaurants and hopefully increasing that to 20 more businesses. It is January 20-26 and Drinks in the District is February.

Garcia moved to adjourn the meeting at 3:04pm, Kelley seconded, all approved.

**Downtown Community Improvement District  
Economic Development and Solid Waste Committee  
December 17, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Deb Rust  
Jesse Garcia

**Absent:**

Adam Dushoff  
Auben Galloway

**Guests:**

John Ott

Meeting cancelled due to lack of quorum.

**Downtown Community Improvement District  
Operations Committee  
December 19, 2019  
11 S 10<sup>th</sup> Street**

**Present:**

Dave Parmley  
Logan Dale  
Kevin Czaicki  
Chris Kelly  
Tom Mendenhall  
John Ott

**Guests:**

Josh Safranski

Parmley called the meeting to order at 3:30pm.

Mendenhall moved to approve the agenda, Czaicki seconded, all approved.

**Parking Update**

The arms should be functioning in the garages in May. The committee discussed that the software should be installed in a way that is compatible with the machines. They will be programmed to give the first hour free and will not give change. The committee discussed what might happen to people who park an hour before the garages stop charging to park and those who park over the weekend. Group would like Leah Christianson to attend the next meeting. She threw out the last parking study that was done and would like to do a walking tour to see how many spaces are left in garages when students come back. They discussed having different class levels for covered and uncovered parking again like the garages used to be. Mendenhall talked about how the DLC won't address his question about when or where they would build another garage. Davis talked to Glascock about building another garage, he told her that if pressed they would look near the Armory, but the City has not considered building a new one. Ott pointed out that students are taking spots that office users would and so the office users are taking up the short-term parking, making it difficult for patrons to find parking. Ott would like to make students long-term park on remote lots and shuttle them around Columbia. Group discussed the need for diverse parties on DLC and the parking commission to get things accomplished for the wellbeing of downtown. They would like to bring in Commissioner Atwill to come to the February meeting.

**Streetlights**

Ryan Williams will come to the January meeting. The CID gave \$20,000 to the City in October 2017 and \$10,000 in 2016. The money is still in the CID account because there has no progress. Hopefully the City has worked through the power compatibility issue.



### **Alley Repaving**

Glascoek told Davis that it would help to pave the alleys if the CID funded the paving. The committee discussed if that was crossing boundaries into City jurisdiction. Ott would like to see the alleys include stormwater drains and planes. He believes that if there was a concerted effort to work with the City for them to get the alleys to drain into the sewer and get neighbors to pave the alley, it would be better for the alley in the end. They reviewed why this topic was on the agenda, connected complaints between solid waste, business owners and landlords. Ott asked if it were possible to see how much the City makes from downtown and if the "Heartbeat of Columbia" is getting a fair share. They discussed how curbs are on triage only situations. Dale asked who could educate the CID at the City out deferred projects. The CID is not supposed to get less services than everywhere else in the city. The City needs to keep downtown clean; it is what attracts most tourists. They would like to see Dave Nichols from the City at the next meeting. Dave would like to see what the City makes from sales tax, compare it to what we collect and then ask for that percentage to be contributed to downtown. Becker pointed out that minimum we should find out how much the City spent downtown before the CID and get at least that spent down here. Dale would like to see how they split up their budget.

### **Public Comment**

Czaicki brought up holiday lights he has seen in other cities. He said that Milwaukee had intersections only done but it looked great. Davis said that Glascock told her that we could hang things across the street, but it would have to be 16ft high. They believe the light poles are high enough to accomplish that. Ott would also like staff to keep on their mind the possibility to lower the banners closer to eye level. They discussed how to make local families come downtown and feel safe. They also discussed that there is 2300 spots in garages, probably 4000 total downtown. Safranski pointed out that even though those spots were available, they are not good spots that are available. He believes the people of the District should be present at meetings where parking is discussed to get priority with the City. He would like to see all the alleys look more like Alley A and then have crosswalks at the half block. He would also like for there to be more clear delineation to show that people are in the District so if they are walking around, they know what part of the city they're in as soon as they are here, something to draw people to the edges of the District. Czaicki would like to maybe see a grant for property owners that would like to pave and beautify the alleys similar to the grease grant. Parmley fears that that is overstepping boundaries. Czaicki wanted to make sure the CID was in the big community/ public entities that meet between the Chamber, City and CPS among others.

Czaicki moved to adjourn the meeting at 4:22pm, Dale seconded, all approved.

**Downtown Community Improvement District  
Executive Committee  
January 7, 2020  
11 S 10<sup>th</sup> Street**

**Present:**

Deb Sheals  
Kenny Greene  
Jesse Garcia

**Absent:**

Mike McClung  
Logan Dale

Sheals called the meeting to order at 3:37pm

Garcia moved to approve the agenda, Greene seconded, all approved.

**Inclusion Policy**

Davis would like to have a policy in place for PR and public response purposes in the case that something were to happen, the District staff would be able to respond to a situation immediately for the board. Becker had created a draft for the policy. The committee would like to title the draft diversity and inclusion but liked the draft. It will be reviewed by the full board next week.

**January Agenda**

Davis showed some pictures to show the board on public art which will be the visioning topic. She also showed Tiny Attic's projection on a church in the District. They discussed projecting on garage-zilla. Garcia said that the program is called Resolum and knows some local people who can do projection mapping. The biggest part of the cost would be the projector and protecting it. The board will discuss to make sure everyone is on the same page as what happened with the slate and will have to turn in a batch of alternates to the mayor. In the future, we will turn in the board's slate with the alternates at the same time. Group discussed the term "legal representative" as a requirement of being on the board. Group would like to make the bylaws more clear of that definition during the next Search and Review meeting which will happen on the first week of February to decide on committees. Becker has two audits back and one waiting out. Both would be around \$7,500, one is on the recommendation of Hollis and the other is GKC's recommendation. Neither is in Columbia. For the 5-Year Strategic Plan, the staff will summarize and present the drafted plan from the board retreat. Once that goes through the board, it will be out to the public and then receive any reviews. Sheals discussed the Gateway Plaza, she would like the District to contract all the plaza parts and then have the City take care of the rest of the park. The group discussed legal and liabilities with the MOU and contracting. The goal is to have the park done March 2021. The District would be responsible for fabrication of the Columbia sculpture and globe but installation would be on the City's hands. Discussed hiring Emmett Russell to watch over the architects to make sure that they are

creating designs that can realistically be fabricated. Becker will put together RFPs. The floodway will end up costing \$14,000 and that will come out of the donation that goes to the City for the park. Make the agreement vaguely contractors so that the agreement does not have to be changed each time someone is hired. Davis met with the director of the Small Business Development Center to discuss providing classes for new or struggling businesses. They have great relationships with the banks that he believes would help sponsor the classes but they need teachers for the classes. He would like to provide classes for existing businesses as well. Davis will get more information about the teachers that are needed.

### **Public Comment**

Lucky's Market called and their landlords are interested in joining the CID which would be great for expansion! Group would like to extend CID all the way to the public library. Garcia discussed a meeting that he and other bar owners had with Chief Geoff Jones about drink regulations and ways for the bar owners to help CPD keep everything safe. The major suggestion was that security training and licenses would be needed for door people that could be revoked if they knowingly let in underaged people. They also discussed alternatives for parking and transportation to help ease of traffic, ridesharing, and just generally getting bar patrons home safely. Jones said that if the businesses can govern themselves better, the need for the government to step in would not exist, he would like to meet with the group on a monthly basis. Sheals pointed out that part of meter times changing to 9am-5pm would help encourage those who got sober rides home would be able to get to their car in time before getting a ticket. Ride share spots could be in church parking lots can be worked out and those lots stay empty at night as is. The committee came up with ideas about marketing against fake IDs including raising the fines.

Greene moved to adjourn at 4:50pm, Garcia seconded, all approved.

**RESOLUTION NO. 2020-20**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT REQUESTING THAT THE MAYOR OF THE CITY OF COLUMBIA, MISSOURI, APPOINT DEB SHEALS AS DIRECTOR FOR A ONE-YEAR TERM BEGINNING FEBRUARY 4, 2020.**

**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 **DEB SHEALS** be appointed as a Director of the Board of Directors of the Downtown Community Improvement District to serve a one (1) year term of office commencing February 4, 2020.

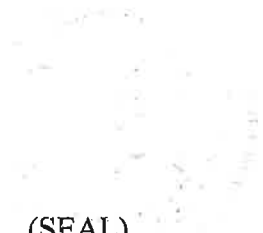
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

1. The District hereby requests that the Mayor of the City of Columbia, Missouri, appoint **DEB SHEALS** as a Director to serve a one (1) 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 14th day of January 2020.



Chairman of the Board  
of Directors

(SEAL)

Attest:

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Secretary of the Board of Directors

**RESOLUTION NO. 2020-21**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT REQUESTING THAT THE MAYOR OF THE CITY OF COLUMBIA, MISSOURI, APPOINT DEB SHEALS AS DIRECTOR TOM COMPLETE THE REMAINING TERM OF ONE DIRECTOR, LISA KLENKE, END FEBRUARY 2021.**

**THE FOLLOWING ALTERNATE BOARD MEMBER IS PROPOSED: AMY COURTNEY**

**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 **DEB SHEALS** as Director to complete the remaining term of one Director, Lisa Klenke, ending February 2021. **THE FOLLOWING ALTERNATE BOARD MEMBER IS PROPOSED: AMY COURTNEY**

**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 **DEB SHEALS** as a Director to complete the remaining term of one Director, Lisa Klenke, ending February 2021, the Downtown Community Improvement District pursuant to the Act and the Ordinance cited above.
2. **THE FOLLOWING ALTERNATE BOARD MEMBER IS PROPOSED: AMY COURTNEY**
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.

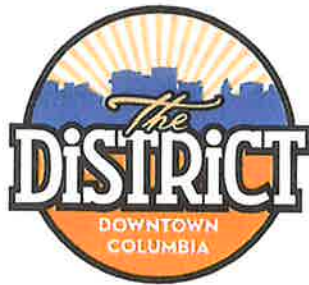
Passed this 14th day of January 2020.

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

(SEAL)

Attest:

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



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## Proposed Slate for One Year Director

February 6, 2020 – February 7, 2021

### Downtown CID Board of Directors

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- *The proposed slate of candidates has been selected to represent the diverse stakeholders of the Downtown CID, complimenting the experience, skills and interests of the balance of the board.*
- One 1 Year Term: February 4, 2020 – 2021
- Expiring Term: Lisa Klenke
- Board Election Conducted: January 14, 2020
- Elected Slate:
  - Deb Sheals
- Elected Alternate Slate:
  - Amy Courtney

Name: **Deb Sheals**

Business Owners: Historic Preservation, LLC

Contact Information: Email – [Debsheals@gmail.com](mailto:Debsheals@gmail.com) Cell Phone – (573) 268-7046

Qualifications: Sheals has been the CID Boards Chairperson for the past year but has been on the CID Board for over five. She has in-depth knowledge of the CID and is passionately working for the Gateway Project.

Name: **Amy Courtney**

Legal Representative: US Bank,

Contact Information: Email – [amy.courtney@usbank.com](mailto:amy.courtney@usbank.com) Cell Phone – (573) 808-3676



**Qualifications:** Courtney is a manager of US Bank downtown. She specializes in small business banking. She has worked in downtown for 3 years and is looking to join the operations committee. She is past president for the American Business Women's Association.



The District • Downtown Community Improvement District  
11 S. Tenth Street • Columbia, Missouri 65201 • (573) 442-6816  
[discoverthedistrict.com](http://discoverthedistrict.com)

January 17, 2020

Honorable Mayor Treece  
City of Columbia  
701 East Broadway  
Columbia, MO 65205

Re: Downtown CID Proposed Slate of Directors to Replace Lisa Klenke

Dear Mayor Treece:

The Downtown CID Board respectfully submits a slate of one board candidate and one alternate to complete the term of Lisa Klenke, for your consideration. This uncompleted three-year board position term runs through February 6, 2021.

The proposed board member is:

- Deb Sheals

The proposed alternative board member is:

- Amy Courtney

Attached is information regarding the candidates selected to represent the diverse stakeholders in the Downtown CID. Please let me know if I can provide additional information or answer any questions.

Sincerely,

Nickie Davis  
Executive Director  
Downtown Community Improvement District

Cc: City Council Members  
Sheela Amin, City Clerk  
John Glascock, City Manager  
Nancy Thompson, City Attorney

#### CID BOARD

Kevin Czaicki  
Centurylink

Logan Dale  
Landmark Bank

Adam Dushoff  
Addison's

Jesse Garcia  
Penguin/Roxy's/Social Room

Kenny Greene  
Monarch Jewelry

Van Hawxby  
DogMaster Distillery

Michael McClung  
Dungarees, Resident

Tom Mendenhall  
The Lofts at 308 Ninth

David Parmley  
The Broadway Hotel

Deb Sheals  
Historic Preservation Consulting

Deb Rust  
Tellers

Kalle LeMone  
Nourish Café

Munir Mohammad  
Short Wave Coffee/Boone Olive Oil

Auben Galloway  
Callahan and Galloway



**RESOLUTION NO. 2020-22**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT REQUESTING THAT THE MAYOR OF THE CITY OF COLUMBIA, MISSOURI, APPOINT DEB RUST, KENNY GREENE, MARK SULLTROP, JOSH SAFRANSKI, AND TOBY EPSTEIN AS DIRECTORS FOR A THREE-YEAR TERM BEGINNING FEBRUARY 6, 2020. THE FOLLOWING ALTERNATE BOARD MEMBERS ARE PROPOSED: CHRIS KELLY, ARIC JARVIS, HEATHER MCGEE, MIKEL FIELDS, AND JOANNA GREENLEE**

**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 **DEB RUST, KENNY GREENE, MARK SULLTROP, JOSH SAFRANSKI, AND TOBY EPSTEIN** 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 6, 2020.

**THE FOLLOWING ALTERNATE BOARD MEMBERS ARE PROPOSED: CHRIS KELLY, ARIC JARVIS, HEATHER MCGEE, MIKEL FIELDS, JOANNA GREENLEE**

**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 **DEB RUST, KENNY GREENE, MARK SULLTROP, JOSH SAFRANSKI, AND TOBY EPSTEIN** 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. **THE FOLLOWING ALTERNATE BOARD MEMBERS ARE PROPOSED: CHRIS KELLY, ARIC JARVIS, HEATHER MCGEE, MIKEL FIELDS, JOANNA GREENLEE**

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 2020.

  
\_\_\_\_\_, 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)

January 17, 2020

Honorable Mayor Treece  
City of Columbia  
701 East Broadway  
Columbia, MO 65205

Dear Mayor Treece:

The Downtown CID Board respectfully submits a slate of five board candidate and while we strongly stand behind our first proposed slate, the CID Board is pleased to include five proposed alternate board members. These board candidates will serve a term from 2020-2023.

Two of the five recommended board members are re-elected, providing continuous leadership and sharing of historical knowledge.

The five proposed board members include:

- Deb Rust
- Kenny Greene
- Toby Epstein
- Josh Safranski
- Mark Sulltrop

The proposed alternative board members are:

- Chris Kelly
- Aric Jarvis
- Heather McGee
- Mikel Fields
- Joanna Greenlee

Attached is information regarding the candidates, selected to represent the diverse stakeholders in the Downtown CID. Please let me know if I can provide additional information or answer any questions.

Sincerely,

Nickie Davis  
Executive Director  
Downtown Community Improvement District

#### CID BOARD

Kevin Czaicki  
Centurylink

Logan Dale  
Landmark Bank

Adam Dushoff  
Addison's

Jesse Garcia  
Penguin/Roxy's/Social Room

Kenny Greene  
Monarch Jewelry

Van Hawxby  
DogMaster Distillery

Michael McClung  
Dungarees, Resident

Tom Mendenhall  
The Lofts at 308 Ninth

David Parmley  
The Broadway Hotel

Deb Sheals  
Historic Preservation Consulting

Deb Rust  
Tellers

Kalle LeMone  
Nourish Café

Munir Mohammad  
Short Wave Coffee/Boone Olive Oil

Auben Galloway  
Callahan and Galloway



**RESOLUTION NO. 2020-23**

**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

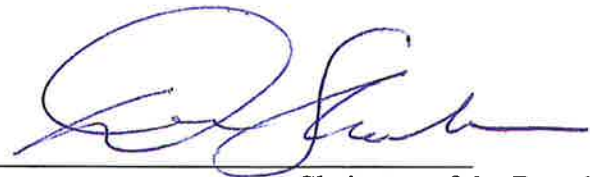
WHEREAS, the Board of Directors of the District have determined that it is necessary and desirable that the District enter into a Conflict of Interest policy (the "Conflict of Interest Policy"), a copy of which is attached hereto as Exhibit A.

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 11th day of February, 2020.

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

(SEAL)

Attest:

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

**EXHIBIT A  
TO RESOLUTION NO. 2019-18**

**Conflict of Interest Policy and Acknowledgement**

**DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT  
CONFLICT OF INTEREST POLICY**

The Downtown Community Improvement District (the "District") hereby adopts the following Conflict of Interest Policy (the "Policy") for its use in administering the affairs of the District.

A. **Purpose:** The purpose of this policy is to help assure that the District complies with the Community Improvement District Act (Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri or "the Act"). The provisions of this policy are intended to supplement, but not replace any applicable laws of the State of Missouri governing conflicts of interest applicable to Community Improvement Districts.

B. **Definitions:** In this policy, the following terms will have the following meanings:

1. "Conflict of Interest" means a transaction: (i) between the District and a Director (directly or indirectly); or (ii) a payment by the District to a Director (directly or indirectly) which would constitute an Impermissible Financial Benefit to that Director.

2. "Director" means any person serving as a Director of the District and who has been duly elected as such.

3. "Disclosure" means either: (i) written disclosure to all Directors; or (ii) a verbal disclosure at any open meeting of the Directors which is reasonably sufficient to apprise the Directors of a potential Impermissible Financial Benefit which any Director might have with respect to a transaction being contemplated by the Directors on behalf of the District.

4. "District" means Downtown Community Improvement District.

5. "Impermissible Financial Benefit" means a material economic benefit, compensation, or payment paid directly or indirectly, either individually or through a business entity, family member, or third party by the District and which: (1) personally benefits a Director; and (2) is in an amount which exceeds the fair market value of the asset, service, or transportation project acquired in exchange for such payment. However, any payment which is made by this District which is less than or equal to the fair market value of the good, asset, or benefit purchased, and which is expended in order to accomplish the proper and lawful objectives of the District shall not be considered as an Impermissible Financial Benefit. Furthermore, a payment or benefit having a value of less than Five Hundred Dollars (\$500.00) shall not be considered as material.

C. **Policy and Prohibitions:** Any transaction to be undertaken by this District which creates the potential for an Impermissible Financial Benefit to any Director creates the potential for a Conflict of Interest. Each Director shall have the affirmative duty to fully disclose all details surrounding any potential possible Conflict of Interest with respect to a proposed action to be undertaken by the District prior to the authorization thereof by the Board of Directors. No Director shall engage in any transaction which creates a Impermissible Financial Benefit to that Director as

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")




By:

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




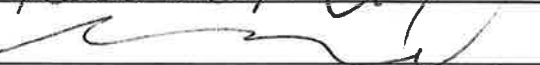


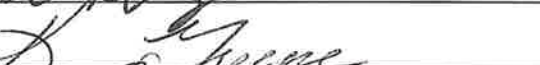





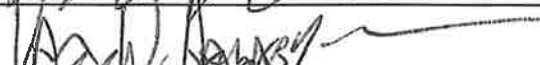
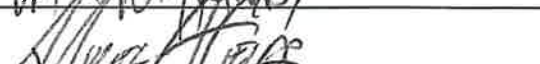

(SEAL)

Attest:

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

Printed Name

Signature

Printed Name	Signature
DOBBIE SHIGALS	
Adam Dushoff	
Kalle LeMone	
Munir Mohammad	
TOM MENDENHALL	
AUBEN GALLOWAY	
Kenny Greene	
MIKE McCLUNG	
JOSE GARCIA	
Logan Dale	
x2 KENNEDY GREENE	
Heather Mabee	
Jan W. Davis	
MIKEL A. FIELDS	
Deborah Rust	

**RESOLUTION NO. 2020-24**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD  
JANUARY 2020.**

**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 2020.

Passed this 11th day of February 2020



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

(SEAL)

Attest:



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

**Downtown Community Improvement District  
Board Meeting  
January 14, 2020  
11 S 10<sup>th</sup> Street**

**Present:**

Kenny Greene  
Tom Mendenhall  
Deb Rust  
Deb Sheals  
Dave Parmely  
Kevin Czaicki  
Adam Dushoff  
Munir Mohammad  
Kalle LeMone  
Auben Galloway  
Jesse Garcia  
Van Hawxby

**Absent:**

Mike McClung  
Logan Dale

**Guests:**

Robert Hollis  
Carol Rhodes

Sheals called the meeting to order at 3:31pm.

Mendenhall moved to approve the agenda, Czaicki seconded, all were in favor.

Tom moved to approve the minutes, Garcia seconded, all approved. Sheals pointed out that they were amended for voting confusion, Tom moved, Parmely seconded, all approved.

**Financials**

Becker summarized the CID financials for the previous month, highlighting that revenues were coming in higher than expected. She pointed out that sales tax was \$11,000 up from last November. Expenses that were higher than planned were internet/phone, the printer, and that holiday décor would even out the surplus. Taxes were up \$18,000 from last year. She pointed out that the late Thanksgiving may make effect revenues. The group discussed the printer lease including a recommendation from Dushoff to use refurbished toner. Mendenhall moved to approve the financials, Galloway seconded, all approved.

**Police Report**

Tate stated that the area has been quiet but the schedule shift was occurring this month so we would see new faces downtown as our CPD officers. Sheals asked him what the CID could do to help officers want to stay on the downtown shift. Tate told her that the majority of the issues lies in that dealing with intoxicated students tends to get monotonous. He encouraged the group to let the officers know that they are appreciated downtown and be friendly. They are hoping to have a new full-time officer downtown during the daytime to help with community policing. Parmley asked Davis if the CID had received a response for the request for more officers, there was no response. Garcia asked if we could do a meet and greet for the new officers. Sheals would like to see a social media post to welcome the new officers. Tate is working Monday-Friday during the day. Downtown will still have eight officers throughout the day on two different squads.

### **City Report**

Rhodes stated that things are getting back to normal after the holidays. Council had a two-hour workshop on short-term rentals and that will be voted on during the February 3<sup>rd</sup> meeting.

### **New Business**

#### **Visioning: Public Art**

Davis showed a presentation on public art that is currently downtown and ideas for what could come to the CID. The City pays about 1% of the budget for public art. She pointed out that Sheals is hoping to see public art (sculptures) rotate in and out of the Flat Branch Park extension. This could change the appearance of the park about once a year and would be managed by the Office of Cultural Affairs. Davis really likes Alley galleries where the doors in allies are painted to make them brighter, prettier, and prevent graffiti. This program could be similar to the traffic boxes and a cheaper option. She also pointed out that some cities like to project onto buildings, she showed the example that Tiny Attic did on a church in the District. The group discussed if this would need to go through signage rules. The group would like to send the alley doors and projections to marketing to discuss with Sarah Dresser.

#### **Ratify Slate**

Birk reiterated that the slate selected in the December Meeting by the board consisted of Deb Rust, Deb Sheals, Kenny Greene, Toby Epstein, Josh Safranski, and Mark Sulltrop. Parmley moved to discuss the One Year Seat before the ratification is complete, Mendenhall seconded, all approved. The board came back after discussing the one-year seat and the alternative slate. Mendenhall moved to ratify the original slate, Parmley seconded, all approved.

#### **One Year Board Seat**

The board filled out voting sheets for one of the already selected board slate for the one year slate. The selected votes were the last six on the sheet. The board discussed how they should best send the alternates to the Mayor because he must deny specific candidates or the full slate, neither of which he did. Hollis explained how he wrote the rules. The Major did not specifically say that he rejected the slate but that is how he would proceed. The Major does not that the authority to ask for specific types of people like he did. Hollis recommended having a specific alternative for each candidate.

### **Alternative Slate**

The board would like for the Mayor to clarify which people in the slate he rejects before the CID sends alternates. Parmley moved to ask the Mayor to clarify who he is rejecting. The board decided to vote for six members and then have Davis decide which board member would be the alternate for each based on the potential make up for the board so that the board has the diversity the board would like. Dushoff moved to clarify who the major rejects as well as select a new slate that Davis or a smaller group matches to each specific candidate, Mendenhall seconded, all approved. Dave moved that they vote for six people on the slip and whoever has the lowest vote received the one-year term. The group filled out their slips and tallies were taken. The results were announced, Chris Kelly, Aric Jarvis, Heather McGee, Mikel Fields, Joanna Greenlee. There was a tie between Danielle Little and Amy Courtney, so the board voted between the two. Amy Courtney won the alternate spot.

### **Inclusion and Diversity Policy**

Sheals summarized that organizations downtown have run into issues because they did not have blanket diversity and inclusion statements to respond to the press if any issues occur. Hollis reviewed while the board moved ahead for legal. Hollis would like to review further so that it was less binding. The board tabled the issue. Parmley moved, Czaicki seconded.

### **5 Year Strategic Plan Review**

The five-year plan crafted based on the board retreat was presented to and reviewed by the board. Sheals would like to see what is discussed during the visioning section of the meetings added to the plan and then have a more attractive, visually interesting version to show to the public. Davis will use the plan to create mission statements for committees.

### **SBDC Classes**

Davis met with Mark Christiansen from the Small Business Development Center about getting 5-6 classes together for struggling businesses on specific points that tend to be an issue for businesses downtown. The CID would help him create the criteria for the classes, he would need help finding "full-time" teachers for the classes. The SBDC would fund the classes and everything.

### **Drink Specials Ordinance**

Garcia summarized a meeting that was held between the CID, CPD, and bar owners to find helpful solutions for CPD to keep the area safe downtown. He would like to see those hired as door people to go through formal security training with a license that can be revoked if the door person knowingly lets in underaged patrons. Chef Jones would like to meet with the group monthly. The group also would like to try out different methods for parking to move sober rides through downtown safer and easier with designated pick up spots. The board would like to move the issues to economic development. They would also like to help market that having a fake ID is a crime and the one possessing the fake is not the victim, the bar is.

### **Old Business**

### **Audit**

Becker had two companies send back audit estimates and three companies reject the audit. Wades Stables, CPA has experience with CIDs and had a set bid price rather than the other which provided a price range and was not known for experience with CIDs. Parmley moved to go with the company that had experience, Mendenhall seconded, all approved.

### **Gateway Update**

Stevenson is still not coming to an agreement on the compromise and continues to push back dates. Sheals would like to push forward, give him a deadline, so that CoMo 200 does not run behind on fundraising and the building schedule. Mendenhall pushed to give Stevenson a more generous deadline. Parmley pointed out that it may not be the CID's decision to make, it would lay with the City in the end because what Stevenson agrees with gets changed in City legal. The group discussed the different options of the compromise or lack of compromise. Hollis pointed out that the CID was not "in the fight" because the negotiation is completely through the City since the compromise would need to be approved. However, if they no longer want to do the compromise, the original plan was approved by council. Hollis laid out the current idea that if Stevenson does not sign an agreement by the 22<sup>nd</sup>, then the board is in favor of the uncompromised plan. Mendenhall expressed concerns with the 11 businesses next to the park that would be affected. Dushoff and Hawxby voiced discomfort with the idea of agreeing to something that could negatively impact businesses when they do not fully understand what the City is asking of their landlord. The board generally agreed that while it was frustrating, they did not believe it was right or they had enough information to make a decision.

### **CID Expansion**

Lucky's Market has a strong desire to be part of the CID, they have met with their landlord, TKG, and TKG is preliminarily on board. The CID has not yet met with them but look forward to. Hollis said he was surprised if it had gone completely through TKG. The board has sent the idea back to Economic Development.

### **Committee Reports**

#### **Operations**

Shortest meeting to date for operations and nothing needed to move through the board.

#### **Economic Development**

Meeting Canceled due to lack of quorum

#### **Marketing**

Rust summarized that large portions of the meeting were spent discussing CID sponsorship for True/False and True/Love. Wedding Stroll will be taken over more by Adonica Coleman. Drinks in the District and Restaurant Week are coming up. Sheals pointed out that El Oso gave her a passport while she was eating dinner and recommended it to the board.

#### **DLC**

Prioritized 4-5 projects quarterly. Mendenhall would like to prioritize parking. There are about 12 issues that they will be deciding between. The DLC is having issues keeping members.

### **Bicentennial**

Sheals presented the agreement with the City and how the gift from CID would be made with the City. The CID would pay for the fabricator for the globe and letters to have them by the bicentennial because the City is behind the preferred deadlines. This agreement is a combination of gifts, cash and matches. Hollis stated that we would need to double check our bylaws but if it checks out there then we can do it as long as it goes through competitive bidding process. Czaicki moved to approve allocating funding based on a timeline provided the potential agreement. The CID would own the globe and letters. The MOU will include a right of use to the plaza in case the park goes belly up but the CID does not want to end up owning the park. The CID would not spend the money without the contract signed from the City. Hollis would like to change the wording from up to one million to one million. He would also like the CID to have the ability to say yes or no to any changes by saying reasonable changes that do not affect the main plan. Sheals would like the CID to hire Emmett Russell for \$850 to serve as a technical advisor for the architects. Parmely moved, Czaicki seconded, all approved.

### **Parking**

Meeting was cancelled

### **Staff Report**

Nothing extra to report

### **Public Comment**

The group thanked Parmley and Czaicki for their service.

Parmley moved to adjourn the meeting at 5:25pm. Parmley seconded and all approved.

**Downtown Community Improvement District  
Economic Development Committee  
January 21, 2020  
11 S 10<sup>th</sup> Street**

**Present:**

Auben Galloway  
Jesse Garcia  
Adam Dushoff

**Absent:**

Deb Rust

Garcia called the meeting to order at 3:32pm

Dushoff moved to approve the agenda, Galloway seconded, all were in favor.

**Marketing Research Update**

ESRI basic information reports are 50 dollars a category, these would boost and update information on the website. Springboard is currently a company Davis is trying to get more information with. They send daily updates with pedestrian traffic and other trends for the area. She estimates it will be the most complete but expensive research probably around \$13,000. They include leakage and competition and benchmarking to other CIDs and Cities. Columbia has not had one of these analyses done. Looking for data more than descriptions of downtown, descriptions can be done more in house. Garcia asked how to justify the cost. Davis explained that it would be on the site and given to relators, future and current business owners. She wants more details on what Springboard actually does. Galloway pointed out that we could fill more information in on the annual report with ESRI but is not sure if that would be enough information. Davis would be curious to see where people around the city shop, how downtown compares to the rest of the City as the economic hub. There is also the option to buy Eco-Counters to do the tracking in house with the counters. She would like to table the topic to compare and get full quotes from Springboard, ESRI, and Eco-Counters. Garcia would like to have a plan on what to do after the information is received as well.

**Drink Special Ordinance/Underage Drinking**

Garcia summarized his meeting with Chief Jones about policing bars. Davis said that the meeting was in an effort to get in front of any future proposed drinking ordinances. Initially, CPD did not react well to the CID requesting more officers downtown even though many problems could be solved with more policing. The goal of the meeting was to find solutions to the specific issues cited to be solved by the ordinance. The chief would like to ease his resources to make policing more effective, he was prepared to launch sting operations and take away liquor licenses before the meeting. These meetings were a happy medium to prevent extreme decisions from the City effecting businesses. The reasons cited for the ordinance is



underaged drinking and overconsumption mainly. Chief Jones asked for the CID to get involved by the end of that meeting. Many of the data used to back the ordinance were created from information by MU Wellness, headed by Kim Dude, who was strongly against drinking. The solutions in the first meeting included, having door staff that is licensed and can have that licensed revoked and fined. They would also like to fine the minors that are drinking and committing fraud. The group discussed the expectations of enforcement on bars and that CPD is then assuming that business owners are willingly and knowingly breaking the law. Garcia pointed to an ordinance in Colorado that he likes.

### **Panhandling**

Becker did some research on panhandling and said that the information is outdated. Businesses are frustrated that nothing is happening. She would like to entertain the idea of having a task force behind PR, education, and ordinance changes. She would also like to survey stakeholders specifically about panhandling and would like to see a big report. Davis believes Sapp with the City would also have good resources. Hand the most concerned citizens and most effected businesses the survey to get information. Becker will begin to work on the survey but wants the committee to see it before it is sent out. Garcia would like to look more into giving 4AChange more resources to keep doing what they are doing and hopefully do more.

### **Replacement of Trash Cans**

Davis went through the recommended list that Operations and Adam White compiled of where to place the eight trashcans for downtown that the City currently has in storage. The City would like them all approved so they can install them all at once. The group discussed problem areas and where a can could improve the situation and still be ADA compliant.

### **Wayfinding**

CID needs a clear vision on what they want to do to replace wayfinding signs. They need updated badly but we need to decide what to replace them with because they are not the board and staff favorite. The economic committee would like to work with marketing with this topic. Dushoff pointed out that he does not notice the current signs for parking but also pointed out that this group may not be the most aware of what is missing. The group would like to see more clear signage for where and how to park. Davis would also like to see historic downtown signage on the highway. Glascock gave her a number for MODOT for that and she would like to lump that signage in with the signage that exists downtown.

Dushoff moved to adjourn the meeting at 4:40pm, Galloway seconded, all were in favor.

**Downtown Community Improvement District  
Marketing Committee  
January 28, 2020  
11 S 10<sup>th</sup> Street**

**Present:**

Christina Kelley  
Jesse Garcia  
Deb Rust  
Kalle LeMone  
Munir Mohammad  
Mark Sulltrop

**Absent:**

Van Hawxby

**Guests:**

Sarah Dresser  
Kelly with Vantage on the phone  
Adonica Coleman

Rust called the meeting to order at 3:31pm.

Garcia moved to approve the agenda, Kelley seconded, all approved.

**Vantage**

Kelly went over the statistics for December digital marketing campaigns. Geofencing the mall resulted in almost 87,000 impressions. She went into details on overall click through rates across all forms of media. Surprisingly, men clicked through ads more than women. Frequency of views between all platforms was 1.36 this month. Facebook and Instagram ads are all in one cost pool. November statistics were very similar. The group would like to even out impressions between Facebook and Instagram (44,000 vs 5,000). Kelly stated that she can tweak that but it won't show up until the February statistics. Remarketing is more interacted with by women between 18-34. They will geofence the wedding show for wedding stroll ads, one MU game, MSSHA wrestling, True/False locations and hotels, she may set up a geofence for hotels during the wrestling championship. She asked about a few events in Hermann and the group liked Oktoberfest. She also asked about Les Bourgeoise for geo-fencing, but the group was not majorly interested. She then went over ad carousels for Drinks in the District, Wedding Stroll, and a generic image to promote the District during football games that says "We have lots of seating and you don't need a ticket".

The group discussed the organic vs inorganic reach on Restaurant Week and were trying to gauge the success of that and the method of sharing the event vs a post about the event. They discussed exposure versus interaction and how the ways people use social media. The mix is

interesting. They would like to see what the results are quarterly based on what is happening in Columbia.

### **Wedding Stroll**

Coleman passed around lists of participating businesses and where they were placed. This included a couple maybes and she went over the sponsors which included Hawthorn, Herlife and probably KOPN. She believes Rose is in. Everyone that she has talked to has been excited for the changes, only a couple were concerned about outside vendors but she is giving preference to District businesses and not charging the fee to District businesses to participate. She would like to post to right before and after Valentine's Day for those engagements. She is having a hard time finding florists to participate. She would like to have a maximum of 10 stops and this stroll will be guided and as long as the stroll isn't too big in a large group. It will be broken up if it needs to be. The plan is for the stroll to start at noon. The afterparty at the Broadway will probably be around 4:30pm or 5pm. Mohammad would like to advertise how many vendors there are. Kelley asked what the max amount of tickets were so that she knew how many items to order to stuff bags.

### **Gallery in the Alley**

Sarah Dresser caught the committee up on the relationship between the District and the Office of cultural affairs as well as the idea of artwork on the doors of allies to prevent tagging. Three large cities have done this idea, Louisiana is the largest with 47 and a guided tour. Davis blames this will encourage our local artists. Dresser explained the process they go through for the traffic boxes, which there are only 3 left of. The boxes are very focused on elements of history and downtown but she would like to see artists have more free reign. There is an option for artists to hand paint the box or submit digitally to print a vinyl wrap. The reason it is one per year is budget and submission related. There are usually only about 15 applicants because they have to design before they submit. She has worked with Ott for murals on his private property. Dresser feels that the paint is a bit more durable than the vinyl. Mohammad pointed out that there needs to be an amount of time in contracts with property owners about painting their private doors. The owners should be part of the selection process. The doors would be about \$1500 a door, the CID would just need a couple of property owners to buy in so that others would buy in as well. Dresser pointed out that the painting doesn't set well under about 45 degrees. The committee discussed potential processes so that the District was not overwhelmed, there is a budget, and to avoid competition. Davis asked if we would be eligible for grant money, Dresser said that she would check sponsorship options. Dresser will send Davis a few of the contracts they use, the guidelines need to make sure that the art is not a sign and not related to the business in the building. Davis offered the option to have a theme. The group would like differences and unique art.

### **Restaurant Week**

Staff is still collecting passports and the survey is out for business owners and managers. The group discussed any logistics on how to save on passports or be able to reuse the passport. They were not sure there was a good alternate option. The issue may be that staff is not great at handing out passports, special menus need to have a note to ask about passport stamps. It was also pointed out that some locations don't even do passports or incentivize people to do Restaurant Week. We could put out more information about the prize. This led to a discussion about the gift card account with the CCA.

### **Drinks in the District**

February 3<sup>rd</sup>-9<sup>th</sup> is the event. Mohammad in the future would like to put something on the front of the passport about the prize. 17 businesses are participating. Davis will email participants for drink menus and pictures.

### **Wayfinding**

Garcia would like for marketing to work with econ to decide what is needed for wayfinding signage. He would like people to look around and bring ideas to the next meeting. Content and location is important for the signs.

### **Public Comment**

Davis asked if Shop Hop should be the 18th or 25<sup>th</sup>. Kelley encouraged the 25<sup>th</sup> because two weeks before Mother's Day is usually best. Earth Day is the 22<sup>nd</sup> she is not sure when it will be celebrated, Mohammad said the 26<sup>th</sup>. Garcia says "YEAHHH" Everyone was in favor of this date.

Garcia moved to adjourn at 5:02pm, LeMone seconded, all approved.

**Downtown Community Improvement District  
Executive Committee  
February 4, 2020  
11 S 10<sup>th</sup> St**

**Present:**

Logan Dale  
Jesse Garcia  
Deb Sheals  
Kenny Greene

**Absent:**

Mike McClung

Sheals called the meeting to order at 3:30pm.

Greene moved to approve the agenda, Garcia seconded it, all were in favor.

**Office Lease**

Scott Schultz, the new landlord, sat down with Davis to discuss the lease. He would like to renew us at the same rate we are currently paying locked in for three years. The only difference would be that we would have to make any repairs or replace anything that breaks. We are not paying taxes and insurance in this lease, he would. The committee does like the area and believes it is a good deal if they could negotiate expenses over a certain amount being shared. The committee would like to have Mendenhall meet with Davis and the landlord again.

**Signer for CD**

CD for the utilities are currently in the SBD's name which we are matching up and transferring over to the CID and adding three hundred dollars. Sheals would like Greene or Dale to sign, whichever will be on the board longer. Becker will also get it on the record as an asset. She would like to see whoever signs in the minutes. They would like to add a guide to signers and TIFs in the operations manual.

**Procedure Update for Board Elections**

Staff is putting together a procedure manual so it is easier to train new board members and to decide what happens when a director would like to resign and what to do with that vacancy. It was put together using the bylaws. They would potentially like legal to look at the vacancy part. Sheals would like to make specific alternates clearer to the mayor in the future. The bylaws state that we submit the original slate, then alternates only in the number requested. This will help speed up the process so that the CID board will not be in the current situation that the Mayor has placed us in with his delays and the council not having a voting quorum.

### **Search and Review Agenda**

Meeting is on Thursday to decide committees for board members and elect officers. They would like to change the policy and procedures to include up to 3 at large members on each committee. They will take it to the board and ask Hollis.

### **February Agenda**

- Wayfinding
- Conflict of Interest
- Close CCA Account Discussion, the group discussed the legality of closing the CCA account as well as operations with GKC, the group would like to make it a project
- Gateway, architects are rolling forward, Stevenson refuses to sign any contract with the City and now would like to sell his building, Nickie had a good conversation with Mike Griggs about the legal agreement for the CID to give the City money. The District will be handling everything plaza related, City will do the groundwork for it. The CID will only fund the globe and the letters. They need to clarify electric work and storm water. They will be meeting on Wednesday. Group discussed the contract and any concerns. Public Meeting for CoMo 200 will be tomorrow or next week if the storm gets bad.
- Sunshine Refresher and training for new board members will likely be the 18<sup>th</sup> and 20<sup>th</sup>
- Davis would like to set up a CTA training for everyone in the District and Board Members as an option
- Parking
- Cherry Street Hotel
- Audit needs to be signed, it has already been approved
- Insurance needs to go on the agenda as a resolution
- 5 Year Planning update will go into the board folder for review and the cover it in March and have an interested parties meeting.

### **No comment**

Greene moved to adjourn the meeting at 4:51pm, Garcia seconded, all were in favor.

**Downtown Community Improvement District**  
**Search and Review Committee**  
**February 6, 2020**  
**11 S 10<sup>th</sup> Street**

**Present:**

Adam Dushoff  
Kenny Greene  
Deb Sheals  
Mike McClung  
Munir Mohammad

Sheals called the meeting to order at 3:30pm.

Greene moved to approve the agenda, McClung seconded, all were in favor.

**Selection of Committees**

Davis passed around the chart compiled of everyone's responses to which committees they were interested in being in. The committee discussed how the mayor selected the slate and alternates and who was now anticipated to be on the board pending council approval. They discussed who should be the at-large member on the executive committee, they would like a strong future leader. They will leave Garcia on as the at-large member of executive committee. McClung pointed out that the chair has been for years that the chair of search and review because he had happened to chair both at the time. They would like to make vice chair the chair of search and review. They selected search and review based off of the previous year. The group discussed and chose the group for operations after discussing that a couple board members were interested in it but could not make the time. They will have Mendenhall, Sheals, Safranski, and Dale on operations. For economic development, they selected Dushoff, Garcia, Rust, Hawxby, Galloway, and Fields as well as recruit at large members interested in panhandling. Marketing will remain the same with the addition of McGee and at-large members remaining the same. They discussed if a board member needed to be present at a committee meeting to constituent a quorum, the committee liked this idea but wanted to change it to having a board member present for a recommendation to the board.

**Selection of Officers**

Greene will become the president, as he has been training as vice chair. Dale is planning to stay on as the treasurer, he has been instrumental in organizing and fully understanding the financials. Davis asked Mohammad if he would be interested in the position as secretary, described the role to him, he accepted. The committee will name McClung vice chair and hopefully Dale will become the next president, but they would like to keep him as treasurer for the time being. Sheals would like to make executive committee meetings much shorter. They also discussed future planning so that they have officers ready to go for next year as well. They

would like to see Rust move up. The group discussed potentially trying to recruit a lawyer next year as well.

Dushoff moved to adjourn the meeting at 4:27pm, Greene seconded, all were in favor.



**RESOLUTION NO. 2020-25**

**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 11<sup>th</sup> day of February 2020.



Chairwoman of the Board of Directors

(SEAL)  
Attest:



Secretary of the Board of Directors

**RESOLUTION NO. 2020-26**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD  
FEBRUARY 2020.**

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

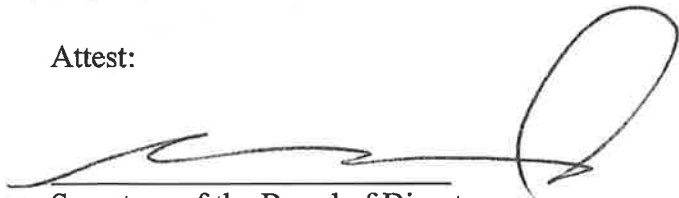
The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held February 2020.

Passed this 10th day of March 2020

  
Chair of the Board of Directors

(SEAL)

Attest:

  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
February 11, 2020  
11 S 10<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Jesse Garcia  
Mike McClung  
Deb Sheals  
Auben Galloway  
Logan Dale  
Munir Mohammad  
Kalle LeMone  
Adam Dushoff  
Kenny Greene

**Absent:**

Deb Rust  
Van Hawxby

**Guests:**

Robert Hollis  
Brian Tate, CPD  
Shelly, Speckled Frog  
Carol Rhodes, City  
Mikel Fields, Future Board  
Josh Safranski, Future Board  
Heather McGee, Future Board

Sheals called the meeting to order at 3:34pm.

Mendenhall moved to approve the agenda, McClung seconded, all approved.

Sheals went around the table to introduce everyone.

**New Member Slate**

Davis updated that the new board members do not count towards the quorum or voting because council did not have a quorum to vote to approve the new members because Mike Trapp recused himself.

Mendenhall moved to approve the minutes, Dushoff seconded, all were in favor.

### **Police Update**

Tate summarized that students have been back and there have been no issues other than the homicide at Vibez. The murderer was in line to get in, he argued with the bouncer and shot a round at him and hit a woman inside in the face. He then walked across the street and handed his gun to an officer where CPD was stationed and monitoring. Garcia asked if they had to shut down because computers were confiscated, Tate did not know the answer to that. Davis requested that he record statistically how many calls CPD receives about panhandlers being aggressive, he will bring that in future meeting. Greene asked about the procedure and an article that was written about the CPD procedures, Tate said that he would try to find out more, but it depends on the situation. McClung added that when he was a firefighter, they had to wait until the police cleared the scene to move in when there is violence or an altercation. The group reviewed the laws that allow restaurants to serve late if they lock up alcohol.

### **City Report**

Carol restated that the board approval still needs to happen, reviewed that council is still going through all the short term rentals. Davis asked if she knew anything about the Cherry Street Hotel. She did not.

### **Visioning**

Davis asked the group if they had any ideas or saw great signs in other cities, currently, the signs lead you out of the District, poorly. Galloway asked if there were any signs on the highway or interstate yet. The McClung said that they had funded one a while ago but it was not terribly effective, Davis pointed out that it looks like the sign is labeling Conely as downtown off 63. McClung would like to see signs that direct people different directions with walk times and parking. They would like to point more to destinations. Garcia pointed to Nashville Music City as an example of good wayfinding. They also pointed out that the parking garages need better signs as well, McClung said out that parking has a budget for new signs and advised that this board gets in with the parking utility to guide what the signs say. Sheals said that she liked San Antonio's signs. Davis said that parking would be at the operations committee this month.

### **Committee and Officers**

Davis reviewed with everyone's positions on committees, they will switch Hawxby over to Operations to even out numbers. Davis went over who would be the future officers. Sheals stated that she was pleased that there were more people will to be on executive committee than there were positions. She looks at exec as leaders in training.

### **At-Large Member Increase**

Davis pointed out that there are more people that would like to participate in committees, so the policy idea is to increase at large members in all committees to three. Hollis said this was fine as long as the positions were advisory only. McClung moved to approve the officers, committees (with Van switching committees), and increase the at large member limit, Dushoff seconded, all approved.

### **Conflict of Interest**

Davis asked everyone to read through the conflict of interest and summarized it. They will need to sign and agree next meeting.

### **Sunshine Law Refresher**

Davis informed everyone that there is a meeting next Thursday at 1pm where Jose Caldera, from the City, will go over sunshine laws, new board members need to come and old members are encouraged to join.

### **5 Year Strategic Plan**

Davis pointed out that everyone had a summary of the survey that the strategic plan was based on, the plan, and the resulting word cloud. She would like to have a public meeting but wants the board to read through them all first and they will review next month

### **Cherry Street Hotel**

Davis will leave it on the agenda as we know what is happening. The Stephens Building has been sold and is planned to be demolished and become a six-story boutique hotel. The demolition is approved but the hotel is not because there is no plan for parking. This and the construction raised concerns with neighboring businesses. The board moved into a conversation about parking requirements. Mendenhall pointed out that parking is a critical situation and that he is on the transportation commission and DLC. He has his eyes on the lot next to the armory.

### **Parking Commission Update**

McClung revealed that the consultant told them that the waiting list was poorly managed and currently there are only a couple hundred, rather than the previous couple thousand on the list, who are only waiting because they have a specific request. He also pointed out that the Parking Utility has had five bosses in the last few years, the current one came from running the streets in parking and he has strong hope for the future management of the utility. The commission gave him a laundry list for the new manager including signage, cleanliness, electric cars, lighting, hours, paying, and many more. There are meters that still exist from a test ten years ago. They currently lack staff to do major maintenance and daily maintenance simultaneously. McClung pointed out that other than another garage, there is talk of getting a lot for City and County employees and shuttling them to work because they work a set schedule.

### **Financial Update**

GKC did not receive bank statements in time to have financials prepared earlier. Becker and Dale summarized the financials highlighting that they have been ahead on sales and property tax revenues so the budget is smaller than the funds received. It has been the best tax year out of the last four and there are several categories where the budget is significantly under the planned. We may have a significant underbudget situation in which the CID could work on more projects or pay the Gateways ahead of time. The CID is in the situation because they were unsure how large the TIFs would be so they were overbudgeted. There may potentially be a

\$70,000 surplus. Becker has figured out how to do the TIF calculation and has written it down. The financials are still in draft form so Sheals withdrew her motion to approve the financials.

### **Gateway Update**

Sheals let the board know that Mark Stevenson has decided to sell his property and no longer wants to enter into any kind of agreement. The City manager has reported that any discussions with Stevenson will have no bearing on the project. She brought up the plan that had been approved half a year ago and pointed out that they did still need to figure out the storm water solution so there will need to be a new plan with a slight variation to receive a no-rise certification. There have been solid design plans from the architects. Sheals and Davis will meet with Griggs and Glascock to discuss the legal agreement. Dushoff moved that they allow the executive committee to sign off on the deal if there is no substantial material change to the plan, Greene seconded, Garcia abstained, all else approved. Sheals pointed out that they included milestones in the deal to release money based on the City's progress. She wants to include another milestone for one of the releases. Dale expressed concerns about what happens if the City cannot hold up their end of the deal. Sheals asked if a clause stating that if the City should stop work on the park, the CID can still go forward with the plaza would appease everyone. Dushoff approved the amendment to his motion, which Hollis will write up before tomorrow, Greene, seconded, all approved.

### **CCA Account**

Becker summarized the discussion executive committee had about the accounts and would like to form a work group.

### **Operations**

Parmely was not present, Becker stated that there were no action items because operations did not meet.

### **Economic Development**

Garcia summarized that there was discussion about drink ordinances, wayfinding, and market research but there are no action items to take back to the board. The chief will monthly attend econ to help find solutions to drinking problems. Garcia did inform everyone that CPD took the CID's letter to request more police was taken negatively so he would like to be cautious how we address CPD issues to extend an olive branch rather than have an enemy.

### **Marketing Committee**

Davis updated in Rust's absence. They talked to Sarah Dresser about the alley door gallery and the process of the art traffic boxes, the cost would be about \$2,000 per door the new problem will be finding the money.

### **DLC**

Nothing to report from Mendenhall

### **CoMo 200**

Sheals invited everyone to the open house happening on Wednesday at the CVB

### **Staff Report**

Davis informed everyone that she met with 4 Columbia and there will be a hundred people volunteering a day downtown to help clean, paint, and remove graffiti on April 25<sup>th</sup> which is also Spring Shop Hop. Sheals would like to see some flowers planted. Davis is working on coordinating with Block by Block and the City to figure out what would be beneficial. McClung pointed out that some attention to parking garage rails and pay machines would be nice. Mendenhall brought up the need to fix and improve curbs. Greene and Sheals sent it to operations. Dushoff seconded Mendenhalls motion to have operations to look into the issue.

Davis pointed out that a light hub in sharp end has burnt out and is figuring out who to contact, how to fix it, and how much it will cost. Sheals pointed out that she believes we should gift it to the City. Davis said that White increased the number of times that solid waste picks up downtown but the issue is that they do not collect on weekends. There are still some issues with solid waste employee turnover but we could request them to pick up late on Friday and early Monday and request extra collections when students return and events are occurring downtown.

Becker pointed out that we needed to renew insurance for the office and light hubs. Dushoff moved to approve the renewal, Mendenhall seconded, all approved. She also informed everyone that there are some issues with the CD for City utilities which is not in the CIDs name and the signers are Katie Essing and Ben Wade. They still need new signers. Dushoff moved that Greene, Becker, and Davis would be on the CD.

### **Public Comment**

Dushoff congratulated all the new board members.

Dushoff moved to adjourn the meeting at 5:06pm, Mendenhall seconded, all approved.

**Downtown Community Improvement District  
Economic Development Committee  
February 18, 2020  
11 S 10<sup>th</sup> Street**

**Present:**

Jesse Garcia  
Deb Rust  
Adam Dushoff  
Auben Galloway  
Mikel Fields

Garcia called to order the meeting at 3:32pm

Dushoff approved the agenda, Rust seconded the motion and all approved.

**At Large Members**

Davis asked the group if they had any at-large econ committee members in mind. Dushoff suggested Caleb Colbert, Garcia recommended an attorney named Adam Bocclair. Davis pointed out that the staff sent out a mass meeting to all the interested board members that were not selected to ask them to join their committees of interest. She encouraged everyone to invite someone to the next meeting.

**Committee Chair**

Garcia put his hat in as an option for the chair of the committee again. Dushoff pointed out that Garcia is doing a great job. Rust offered to switch and become chair of econ if Garcia chairs marketing. The committee would like to make the chair swap contingent on Garcia becoming the chair of marketing. Dushoff moved it, Galloway seconded, all were in favor.

**Committee Goals**

The group reviewed the goals set last year as the committee goals. Garcia would like to focus on increasing revenues, expanding boundaries, and recruiting and retaining businesses. He realizes that they will need to continue to work through the new drinking ordinance. The group discussed if they should continue working with solid waste, Rust pointed out that her and Dushoff likely knew the most about the topic working in restaurants. The group also discussed the budget and if this group would have one, especially with all the research about the District they are looking into doing. Fields suggested that CID build up relationships with banks to help spread information on why they should move downtown.

**Review of Committee Charter**

Becker will remove the words solid waste to focus more on economic development. They pointed out that panhandling was likely given to this committee because public safety was a concern on their charter. Galloway told Davis that Plaza submitted their vacancy rates



downtown and will send the information to her. It is currently around 4%. The group discussed prosperous years and how business perceptions do not correlate with sales taxes received.

### **Market Research Update**

Davis showed the group a program called Springboard that collects information on foot-traffic and car traffic and vacancy rates for parking lots using cameras and wifi trackers. 2 Cameras cost \$15,900 for 3 years. One could go on 9<sup>th</sup> and Broadway and the other in the North Village. Eco-counters are much cheaper but don't measure car traffic. The group expressed concerns for gaps in the information for that price. ESRI could give more detailed sales information and details on how much is spent downtown vs in the rest of Columbia. She has talked to five companies so far. She would still like to talk to the CVB and REDI about their market research in Columbia and have another month of research.

### **Drink Specials Ordinance**

The group discussed how do alternatives to the drink specials ordinances, to solve the issues the City is trying to fix with the ordinance, hold back the ordinance. They would have to discuss with the City how long the special ordinance would be held at bay. The group could still come up with public safety solutions to help improve drinking safety in a way that benefits businesses. Rust pointed out that the CID should try to protect businesses from arbitrary legislation that are far reaching. Garcia would like the board to have influence in this issue and protect businesses and increase public safety. He would also like to see security improvements to help with underaged drinking and overconsumption. Discussion ensued about what the CID should involve itself with in ordinances and not. They do still need to continue conversations with the Chief about safety downtown. They would like to take the issue to the board for some more clarity, Dushoff moved, Galloway seconded, all were in favor.

### **Panhandling**

Rust pointed out a specific returning gentleman to the District that we should point out to 4AChange. The beat officers downtown are required to work in court security so it has been discouraging them to work downtown and is drastically pulling away from downtown resources. They discussed how City court should not be having to affect our officers because the courthouse is in the District. They would prefer the officers to alternated around beats that have to work court. Rust would like to ask Jones directly if the officers are pulled like that and that is why they are not working downtown anymore, and downtown officers turn over so quickly. And ask how Jones would feel about CID security or off duty officers. The group is not sure what the return on security would be. Fields pointed out that the CID should talk to the Crime Stoppers board. The group would like the City to step in and do more.

Rust moved to adjourn the meeting at 5pm, Dushoff seconded, all approved.

Downtown Community Improvement District  
Operations Committee  
February 20, 2020  
11 S 10<sup>th</sup> St

Present:

Kevin Czaicki  
Tom Mendenhall  
Dave Parmley, call in  
John Ott, Call in  
Deb Sheals  
Van Hawxby

Absent:

Josh Safranski  
Logan Dale  
Chris Kelley

Guests:

Daniel Clark, Water and Light Engineering Supervisor  
Gregory Baehr, Water and Light  
David Storick, Water and Light  
Rick Rowden  
Randy Minchew

Parmely called the meeting to order at 3:30pm

Parmely moved to adjust lighting on the agenda so that lighting is at the top, Mendenhall seconded, all approved.

Mendenhall moved to approve the Ott, Kelly, and Czaicki as at large members, Ott seconded, all approved.

The committee tabled the vote for chair for next meeting.

Lighting

Clark summarized the plan for the new lighting with the committee by walking them through a map with the new lights shown in purple. They are looking at making the circuits shorter to rewire circuits and rework power supplies to change the voltage of the lights. Each light will have a solar sensor and a timer to adjust for sunset and bar close. Budgeting, they will replace 94 lights and controller work will need to be re-appropriated. They asked for \$100,000 more to control for the adjustable lights. If the CID did not provide \$100,000 downtown would receive

about 1/3 of the lights. Mendenhall moved to support the plan, Hawxby seconded, all were in favor. Ott asked if the re-wiring was underground or overhead. They will all be underground and require cutting up the street and require new conduits. The committee moved to send it to the board to send a letter of support to the director of water and light. The work will begin after new direction on construction, but they will continue working in office on planning. The current poles can be used but the luminaires have to be replaced. They will get lights on the next agenda and the letter will be there by the time council votes.

#### Committee Goals

Mendenhall would like to make curbs a foot wide to prevent them from breaking because they do not get repaired, the CID needs to ask public works. The committee otherwise tabled the goals until the chair is selected.

#### Parking

Becker reviewed parking priorities that were sent to her from the department. Currently, they are working on staffing and priorities, including working on the perception of the limited parking downtown. Sheals would like to see a review of the signage before it goes up so the signs are clear. Ott asked when the arms should be active, Becker said she has had reports of March but would believe April more realistically. Tenth and Cherry is the first garage that they are currently working on. The only thing parking is not currently working on is student/residential parking. She would also like to discuss hotel parking requirements. Sheals would like to keep a close eye on the City mass selling parking downtown. Ott agreed and would like to the City to have to run it by the CID before the sell.

#### Other Discussion Items/ Public Comment

Minchew and Rowden discussed three apartments that they have turned it into Airbnbs and offered to host a gathering in one to see it, but came to discuss the dumpsters in that alley (behind Maude) They said that if the dumpsters have to be there, they would like the situation to not be disgusting, including power washing and painting or at least removed the garbage often enough so that the smell is not an issue in the summer. Hawxby asked what the nature of the filth was, the answer was that it is mostly restaurants and sometimes grease as well. There used to be a compactor there and it was removed because the City kept running into the building. Ott responded that Steve Hunt, who will be back from military leave was searching for smaller compactors, unfortunately the city no longer has a lease on that property anymore so they could not place a compactor there anyway. Sheals pointed out that the CID has also been talking to the City about trying to adjust pick up times to help decrease weekend trash overflow. She would also like to see more recycling bins, Minchew responded that recycling has been too full lately but the issue is that there are too many containers and not used properly. He would like to see energy put towards finding some new technology or creative solution. They believe it has not been cleaned since the grease traps were removed. The committee discussed if they should try to add it to block by block and to clean and invoice the City as a contractor. They would also like to see what happens when Steven gets back but get a cleaning before that and see what happens. They also discussed better labeling for the dumpster and recycling containers. Minchew and Rowden would like to be more involved civic mindedly.

Sheals moved to adjourn at 4:17pm, Hawxby seconded all approved.

**Downtown Community Improvement District  
Marketing Committee  
February 25, 2020  
11 S 10<sup>th</sup> Street**

**Present:**

Deb Rust  
Heather McGee  
Mark Sulltrop  
Kalle LeMone  
Jesse Garcia  
Munir Mohammad

**Absent:**

**Guests: Vantage Kelly**

Rust called the meeting to order at 3:31pm.

Garcia moved to approve the agenda, Sulltrop seconded, all approved.

**Vantage Update**

Vantage has a new format of their reports. Facebook campaigns had 231,700 impressions, snapchat had 112,155 impressions. They geofenced the mall, MU Basketball, and the Wedding Show with great results from the games and mall but no actions from the show. Geofencing lasts 30 days. Rust likes the idea of geofencing on games because the down time of sitting gave people more time to be on their phone. Garcia asked what the target of snapchat was, it is 18-32 year-olds in Columbia. Restaurant Week campaigns had a lot of engagements, Drinks in the District had less engagement, but they believe events are performing very well. Garcia would like to see fewer graphics on Instagram ads and more artistic content, or pictures, or people in the District. The geofencing has a very even break between men and female and between all age groups. For March Geofencing, they will do the Big Three Venues for T/F as long as hotels out of the District, Courtyard, Holiday Inn, Stoney Creek and a couple others as well as one MU game. Unbound Book Festival as well as the Flyover/Murrays area. Sulltrop pointed out a state swimming event for MSSHA or MU. They will look into the average attendance of MU baseball games. Garcia pointed out to advertise to older Columbia during spring break the last week of March. They discussed Easter Brunch.

### **Wedding Stroll**

Coleman has sold some tickets already and posters and postcards are being distributed soon.

### **Restaurant Week**

5 Businesses responded to the survey and 3 patrons. Feedback said that a lot of people did not know but it did bring in more people who did know. Sales were up but they would like to see earlier advertising. The survey came back with the best knowledge on server staff and 100% would participate again. The patrons that answered were older and participated to gather with friends and try new places and will go again. Garcia asked about marketing budgets for events which sparked a discussion on advertising technics. The group would like to allocate Vantage budgets based more around events.

### **Drinks in the District**

3 Bars responded, they said that there were participants than 2019. They liked trying new things, and the exposure. Sulltrop would like to see advertisements in ticket books well before the event.

### **Wayfinding Signage**

Davis would like to start a folder of ideas and showed the group an idea she liked of labels on the sidewalks. She is using the North Villages way finding as an example and is meeting with Shannon who did those. The group would like to label the campuses, hotels, Sharp End, Avenue of the Columns, the Blue Note, NVAD, Rose, Missouri Theater, SHSMO, the parks, the trail, things that people come out of town for. LeMone would like to see more artistic signs to add to the aesthetic and landmarks since google will help you get to the destination. They also want better parking signage and see if things can be a little more at eye level.

### **Committee Chair**

Rust informed the group about a potential swap with her and Garcia as committee chairs. Mohammad moved to make Garcia the new chair, McGee seconded, all were in favor.

### **At-Large Members**

The committee would like to keep Christina Kelley and Mark Sulltrop as At-Large Members and find a third member if possible.

### **Goals**

Davis would like to remove the sponsorship goal off of the list and update the distribution of print 4-6 weeks early because businesses lose the materials. The group discussed having interns for distribution. Davis would like to rework the goals and bring it to the committee next week. They also discussed events and how to get more events that do not come out of the office (like races and health fair).

**Media Buy Day**

Davis asked the group when they would like to schedule the next media buy and asked the group to let her know people that they like to work with. Rust would like to see what they have budgeted now for each category and what we currently spend money on. LeMone would like to see a new video.

McGee moved the adjourn the meeting at 5:03pm, Sulltrop seconded, all were in favor.

Downtown Community Improvement District  
Executive Committee  
March 3, 2020  
1023 E Walnut Street  
Music Room

Present:

Logan Dale  
Jesse Garcia  
Deb Sheals  
Kenny Greene  
Mike McClung  
Munir Mohammad

Staff:

Nickie Davis  
Kathy Becker

Green called the meeting to order at 3:30pm.

Garcia moved to approve the agenda; McClung provided second. Motion passes with all in favor.

**Office Lease**

It is time to start thinking about renewing our lease. The lease is up February of 2021. There is currently a new three-lease on the table that does not have a rent increase. It would be a flat rate with the District responsible for all repairs. The Committee discussed their concerns with the heater. It most likely will need to be replaced in the three years. The Committee also discussed the difficulty in finding a tenant that could utilize The Districts space. Garcia mentioned that the cost of moving should also be considered.

The Committee asked Davis to discuss with Scott Schultz, landlord, the potential providing a lease that does not have an open-ended repair amount. McClung suggested a yearly maximum cap of \$2,000 in repairs paid by The District. After that yearly amount is met, the landlord would pay for repairs. Discussion on city rebates when purchasing a new furnace and electric bills were discussed and Becker the Committee asked Becker to investigate. Mention of office space with an elevator was also discussed.

**Strategic Plan**

The Committee discussed a date for the "Interested Parties Meeting". This would be the first time The District has held a public meeting. Thursday, April 2, 2020 at 5:30 was suggested.

**Inclusion Policy**

The inclusion policy has been reviewed by The Districts attorney. After research he recommended that The District does not vote on the policy. It could open The District up to lawsuits. The committee suggested developing talking points to help explain needing time to pull the board together. Mentioning the fact that The District is an equal opportunity employer was recommended.

#### **March Agenda**

- Visioning – CID Role in District Safety
- 1<sup>st</sup> Ward Council Person Introductions
- New Committee Chair Introductions
- Committee Roles and Assignments
- FY 2021 Budget Planning and Timeline
- CTA Training for Board
- Gateway

#### **Public Comments**

There were no public comments.

Garcia moved to adjourn, and Dale seconded. All were in favor. Meeting adjourned at 4:45 p.m.



**RESOLUTION NO. 2020-27**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD MARCH  
2020.**

**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 2020.

Passed this 14th day of April 2020

  
\_\_\_\_\_  
Chair of the Board of Directors

(SEAL)

Attest:

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

**Downtown Community Improvement District  
Board Meeting  
March 10, 2020  
11 S 9<sup>th</sup> Street**

**Present:**

Tom Mendenhall  
Deb Rust  
Josh Safranski  
Mike McClung  
Logan Dale  
Jesse Garcia  
Kalle LeMone  
Kenny Greene  
Adam Dushoff  
Auben Galloway  
Deb Sheals  
Munir Mohammad  
Mikel Fields

**Absent:**

Heather McGee  
Van Hawxby

**Guests:**

Pat Fowler  
Eli & Maya on behalf of Greg Pierson  
Carol Rhodes  
Jaqueline, J School Student MU  
Robert Hollis  
Officer Brian Tate

Greene called the meeting to order 3:31pm.

Greene moved introductions around the table. Mendenhall moved to approve the agenda, McClung seconded, all were in favor.

Mendenhall moved to approve the minutes, Dushoff seconded, all were in favor.

Dale summarized the financials highlighting that sales taxes have been great overall but the February taxes received were quite low the next will be higher than average. Hollis pointed out that this time a couple years ago, the state had an error in sales taxes and did not send out notice but did make up the difference. Dale also pointed out that coronavirus may effect the economy enough that it would be wise to not spend overages. Mendenhall moved to approve the financials, Dushoff seconded, all were in favor.

### **Police Report**

Tate stated that they anticipated more activity as the weather gets warmer and they plan to crack down more on underaged drinking in the following months. The group reflected that True/False had been rather safe.

### **City Report**

Short term rentals were to be discussed at the next council meeting and the City has been busy crafted plans for the coronavirus.

### **New Business**

#### **Visioning – Security**

Davis brought the topic to hiring off duty officers, security, or just continue supporting and requesting CPD coverage and the substation. Hollis stated he couldn't remember exactly if the CID were able to provide that because the City cannot provide less services to this space because the CID exists. It would potentially be an issue where the CID can be sued. McClung believes he remembers in the past that the CID surveyed business owners on how to make it safer and they responded with infrastructure, the CID provided the CPD gator and improved lighting. The group is interested in inviting the sheriff and officers to the next operations meeting. Mendenhall would like to look more into parking meter revenue.

#### **Councilpersons introduction**

Pat Fowler introduced herself and her platform along with her neighborhood experience but focused on her business experience: her family printing business, her law background, claims for Shelter Insurance, and now a business manager for a construction company. She emphasized her love of downtown. Greg Pierson's representatives are here for him because he had a midterm scheduled at this time. He would like more collaboration between students and the City along with business organizations concerning public safety.

#### **Committee Chairs and Goals**

Rust and Garcia switched chairing for marketing and econ. No one has been selected for operations yet. Davis summarized who was on operations as well as general role descriptions for each committee which will be edited as it goals for each committee. Davis would like to see solid waste stay with econ instead of operations. She would like to move wayfinding signs to marketing from econ. McClung pointed out that he would like to see someone take over public art whether that is marketing or their own committee. They will move it to marketing and make sure that art is in the budget.

#### **2021 Budget Planning**

Becker and Davis have created a timeline with deadlines to gather each part of the budget. Becker would like to have the first copy to Dale on May 4<sup>th</sup>. Dale mentioned that the process hadn't started until August last year. Hollis pointed out to add the deadline to send the budget as a report to the City, Becker will add it as a line item.

## **CTA**

Greene stated that the CID is setting up training for the full board and at large members with the CVB training because we are all ambassadors of the community. A date is being set now and he emphasized the importance of it.

## **Old Business**

### **Gateways**

Sheals stated that the agreement with the City is slowing working through. The co-chair of CoMo 200 was concerned that that group was not part of the agreement so Sheals took it to that group, they were not concerned because the agreement was between the CID and the City. The CID will be able to put the letters on the plaza even if the park were not to happen. Hollis still needs to review this version, there were questions about the clause. Hollis reviewed the major issues. 1) The City was not obligated until the CID spent \$750,000 2) There were no rights to finishing the project or control where the money goes 3) Indemnification, they would get sued while using our money. There were only small issues that would be easy to work out. The group will meet for a special meeting just to discuss this topic after our attorney and the City attorney have spoken. McClung moved to have a meeting between CID leaders, Hollis, council, and City to protect the interests of those three issues for consideration and approval, the executive committee can represent the CID, Dushoff seconded, Mendenhall and Sheals abstained because of their involvement in the project, Garcia abstained, all others approved.

### **Parking Commission**

McClung summarized the meeting focused on cleanliness and marking/signage of the parking garages. The new supervisor will identify what can be outsourced in the garages and parking next meeting. McClung is going to help manage the data base for the waiting list on garage permit spots. Staff would like to see the signs before they are official to send it to marketing.

### **Operations**

Becker summed up the operations meeting which had focused on the lighting project including the request from the City for \$100,000 more or they would only be able to provide one-third of the lights. Sheals and Mendenhall believed that they were going to request that from the City. Staff will clarify if they wanted a letter of support or money from us. Sheals moved to write a letter of support if that was all they needed, Mendenhall seconded, all approved.

### **Marketing**

Rust summarized the work with Vantage that happened over the last month. The Wedding Stroll is this month. Kelley and Sulltrop are at large members and would like to continue that but they still have an open space. They will have the media buy day after more of the budget is figured out.

### **Econ**

Garcia stated that they had discussed their goals and public safety as well as the CID's role in that. They also discussed the drinking ordinance and panhandling.

**DLC**

Mendenhall informed everyone that the City came in to talk about an energy audit and classes to help save a good amount of money while trying to help the climate situation. He still had no answers about where a parking garage could potentially go.

**COMO 200**

Sheals invited everyone to the open house this week.

**Public Comment**

Fowler commented that she was disappointed about what she has heard from the City about the Gateways Plaza and pointed out that the City saved historic bricks that could be used for landscaping.

Davis thanked Sheals for her time as the chair.

Mendenhall moved to adjourn the meeting. Dushoff seconded, all approved at 4:57pm.

**Downtown Community Improvement District  
Economic Development Committee**

**March 17, 2020  
11 South 10<sup>th</sup> Street**

**Present:**

Deb Rust  
Jesse Garcia  
Mikel Fields  
Adam Dushoff, Zoom

**Absent:**

Auben Galloway

Rust called the meeting to order at 3:40pm.

Garcia moved to alter the agenda, table panhandling, drink ordinance, goals, at-large members and the marketing research, and add COVID-19 discussion. Fields seconded, all approved.

**Budget**

The group discussed the that the committee has never specifically have had their own budget. Traditionally, they do not tend to spend money out of this committee other than the grease grant. Econ will have industry memberships, TIF Memberships, business marketing, programs, public safety, CPD substation, and contingency (grease grant). The TIF was over-estimated so the group has leftovers from that to budget. They discussed using that money to help businesses throughout the COVID-19. They also discussed creating a grant for businesses. It was also pointed out that the office may need that part of the budget to keep everything running while sales tax goes down during social distancing. Dushoff pointed out that the SBA has applications for disaster relief and believes the office should put together a packet to make that application process go by faster. Rust countered that she read it would not go through if the business was eligible for a loan but could still be useful for many. Davis said that the governor needs to declare a disaster for that to work, we need to be in contact with him. Only ten states have called a state of disaster. The group will re-evaluate the CPD substation, however, staff believes that it would still be part of the rent. They would like to also take the grease grant back to the board to see if that could be re-allocated. Davis would like to get a grant started sooner rather than later, it would need to come to the board, and they would have to decide who it goes to. The group debated if that would be better spent as a grant or to improve infrastructure. Davis explained that the Chamber walked us through a three-step process for disasters and we are in the second step of finding resources to keep businesses afloat. She also stated that she is lobbying to get the parking meters ignored for the time being due to germs and prosperity. The group likes the idea for granting for specific things like cups or utilities or internet to do the most good with limited resources. It was put in everyone's mind that the Gateway sculpture is a million dollars and the agreement with the City is not going through efficiently and it is past the deadlines. It needs to be re-discussed considering the global

situation and it was pointed out that these decisions need to be made as soon as possible and call an emergency board meeting to talk about granting or how to help existing businesses and potentially postponing the Gateways. The group discussed that they are hoping that the state will forgive sales during this period taxes which are due Friday. Rust pointed out that sadly, we need government to step in now and the CID can help with the after-effects. Davis wants to walk stimulus or loan papers to all the businesses as soon as they come out. Garcia also wants to see mental/emotional support because this will be a difficult time.

Garcia moved to adjourn at 4:40pm. Fields seconded, all approved.

**Downtown Community Improvement District  
Special Session Board Meeting  
March 19, 2020  
11 S 10<sup>th</sup> Street**

**Present:**

Kenny Greene  
Deb Rust, phone  
Heather McGee  
Adam Dushoff  
Mike McClung  
Mikel Fields  
Kalle LeMone  
Deb Sheals, Zoom  
Josh Safranski  
Auben Galloway  
Jesse Garcia  
Logan Dale  
Tom Mendenhall  
Munir Mohammad

**Absent:**

**Guests:**

Carol Rhodes

Greene called the meeting to order at 2:03pm.

Garcia moved to agenda, Fields seconded, all approved.

**COVID-19**

Davis asked the group if they have any ideas on what to do in regards to the social distancing and safety situations on our hands. She stated she would like to hold off budgeting for the next fiscal year until we see what happens. She would also like to potentially see some sort of grant to go out or something to help small businesses that won't be around if everything is stagnant for a month or two. Safranski as if there was a consultant that the District could hire to help out. Garcia asked if there is anything that would help anyone, he pointed out that he was not sure that we have enough funds to help people and contemplated rebuilding after the storm instead of reacting to the immediate situation.

Dushoff asked the City had a plan to help the businesses downtown. Rhodes stated that the city manager is suspending parking enforcement for the time being. Dushoff asked if the group could authorize Davis to contact with groups like the Chamber, City and Redi who have pools of



money to help the economic situation. Rust said that the governor has taken the steps to get businesses the 3% small business loan. She pointed out that it is a revenue loss loan situation and would like to see if we could pay for everyone's internet. Davis pointed out that REDI is ready to repair this local economy. She also would like to wait to make sure any grant would not effect a business's ability to get the loans or other governmental aids. Greene would like to wait but state that we are looking into ways to help businesses in the District. Sheals thinks it would help to make it easier to make operating easier like creating loading zones for to go orders and advertise who is open and how to support them. Mendenhall pointed out that mortgage payments have been suspended 60-90 days. LeMone asked if it would help to do some insurance grant. Davis said she loved the idea for having the virtual town hall. Dushoff asked if there could be meter hoods for curbside pickup but was unsure if that would work because parking has been suspended. He asked Rhodes if it were possible to do one or two hoods per business. McGee suggested doing posts daily on the Districts social media and all the businesses can comment what they are doing each day. Garcia suggested promoting the charities and services available to struggling residents if possible. Fields pointed out that we could hire people to create websites for those without ecommerce. Galloway asked if there was the potential for District restaurant kitchens to switch gears and work for nonprofits. Davis said she would ask about it when she talks to the president of United Way later today and asked Garcia for more nonprofit contacts. Dushoff stated he was unsure that this will help because health code requirements are constantly changing. Dale suggested maybe instead of providing the actual consultant, collect lists for helping businesses and residents in any way. Garcia would like to see job listings for displaced workers, McGee stated that we should reach out to Billy from Staffed Up and posting in the COMO Jobs Facebook group. Sheals agrees connecting people would be more beneficial than providing actual resources. Greene would like us to spread information, he thinks that is the key. Mohammad would like to see the loading zones happen and believes one on each side of the street per block on 9<sup>th</sup> and Broadway.

### **Gateways**

Sheals and Becker updated the group on what has happened with the Gateways agreement. Becker updated that Glascock wanted the CID to do a lease where we maintain and build the plaza and provide insurance for it. The City would take it over if the CID were to expire. On the downside, the CID would be running a major construction project, but on the plus-side, the letters could now be sponsored and save money. Mendenhall asked if we wanted to put this on hold with the global situation going on. Sheals said that not if we wanted it to be a bicentennial celebration but if not then it could definitely wait. Dale and Sheals discussed the cost estimate and where the numbers came from. Davis pointed out that she doesn't think this is the climate to put it out. Mendenhall said that it would be a good time because people will just be sitting in their offices or at home. Dale asked if the City was still going forward with the park and Sheals stated that she is unsure, it has been unclear. Davis clarified how this was different from the originally intended deal with the City and emphasized that the CID has not signed anything. Mohammad stated that nine years is a short lease, the City could rip it out after. Sheals moved to take the next step to get harder budget numbers and McClung seconded, Dale pointed out that we would have to put out an RFP to get a solid cost estimate and would like to seek advice and find the legal process of how to pursue. Sheals said that that is a good idea because the City

will now not act as the construction supervisor. Galloway pointed out that we are in a place of having a very mysterious future tax revenue with the virus and is unsure it is wise to move forward at the moment. Dushoff praised Sheals for all her hard work but agreed with Galloway. Sheals pointed out that she wouldn't be hurt if we put in on the shelf, she has done a lot of work but we are in a different world right now. She would still like to talk about the Gateways though and likes the idea of taking a month to figure out what to do. The motion died. They discussed who would take over Sheal's seat in the COMO 200 commission. Davis said they were planning on suggesting Becker and continuing Mendenhall's spot. Dushoff moved to recommend Becker to CoMo 200, Garcia seconded, all in favor.

**Public Comment**

None

Garcia moved to adjourned at 3:02pm. Dale seconded, all were in favor.

**Downtown Community Improvement District  
Operations Committee  
March 19, 2020  
11 S 10 Street**

**Present:**

Josh Safranski  
Chris Kelly  
Kevin Czaicki  
Logan Dale  
John Ott  
Deb Sheals

Becker called the meeting to order at 3:33pm.

Dale moved to approve the agenda, Sheals seconded, all in favor.

**Chair**

Dale volunteered to be the chair, all approved and cheered.

**COVID-19**

The group would like to write a letter of thanks to the City for stopping the parking meters. Dale summed up what happened in the meeting right before this one about what was discussed about the virus effecting the economic situation and working with other groups to find solutions. Ott pointed out that social media and the lists of restaurants that are open and delivering and doing carryout. He asked if maybe we should serve as ambassadors on radio and tv as well as sending out press releases.

**Street Light Letter of Support**

Becker stated that we were ready to send out the letter of support but City Council is switching to once a month for now. The group discussed waiting to send the letter of support for more stable times. Sheals suggested they start with what they can now (1/3 of the plan) and then push for extra funding later.

**Operations FY 2020 Budget**

Becker stated that staff is trying to allocate and separate a budget for each committee and pulled up the rough budget she had planned out for operations which included Block by Block. Sheals asked if we wanted to shuffle things around and discussed if they needed to plan on a lower budget. Dale discussed other committees that are handling operations and re-align some topics and tasks. Becker discussed having a joint meeting to discuss. Safranski pointed out that it could change as a project develops. Ott pointed out that he thinks econ should be events and wayfinding and attracting businesses and operations should take up more infrastructure. Dale pointed out that econ should start with projects on how to bring more people downtown and then send it to marketing and get the word out. Operations is to implement programs; econ is

to come up with them. Dale suggested bringing all three chairs for the committees together to re-align and separate out goals and the plan committee budgets. Sheals pointed out that the full budget has to get to the City in June and the tax rate needs to be set in the annual meeting in August and sent to the recorder before September 1st. Ott asked if council had the first read on the solid waste master plan, it was on the agenda but the group was unsure it was discussed and he wanted word out when the public hearing would be. Ott also pointed out that the companies rapidly growing and recruiting always bring people downtown to show them the best parts of Columbia. Dale seconded that with his bank's conversion in owners.

Sheals moved to adjourn at 4:21pm. Safranski seconded, all approved.

**Downtown Community Improvement District  
Economic Development Committee  
March 21, 2020  
Zoom (Remote)**

**Meeting canceled due to anticipated lack of quorum.**

**Downtown Community Improvement District  
Marketing Committee  
March 26, 2020  
Zoom (Remote)**

**Meeting canceled due to anticipated lack of quorum.**

Downtown Community Improvement District  
Executive Committee

April 7, 2020  
Zoom (Remote)

Present:

Kenny Greene

Deb Sheals

Munir Mohammad

Logan Dale

Greene called the meeting to order at 3:34pm.

Mohammad moved to approve the agenda, Sheals seconded, all were in favor.

The group discussed delaying the budget to better predict how COVID19 would affect the 2021 sales tax revenue. The CID still needs to send a draft to the City in July. Most of if not all the property tax for FY 2021 has been received. They anticipate that slack in the sales tax could be made up through a budget surplus FY 2021 and coming in under budget, the money leftover from the TIFs, gateways and the 6 months operating savings.

Davis sent the office lease to Shultz with a cap on replacing the heater if/when it breaks down. He approved the cap and lease staying the same otherwise. The lease will be taken to a vote.

Davis asked the group if the board needed to revisit the 5 Year Strategic Plan to adjust for COVID19 recovery. She pointed out that most if not all recovery would fit into the current plan's outline well with what is already in there about cleanliness, safety, and economic development/business support. The plan is still incredibly relevant, but will be a discussion item to the full board.

The visioning topic for the meeting will also be COVID19 recovery. Davis will invite Mark Christian from the SBA to join the meeting and answer questions. The board will discuss how the CID can help and what their businesses have experienced during this.

Becker and Sheals will try to meet with Crockett to discuss estimates for Gateways before the board meeting. Sheals, Becker, Davis and Dale met with Hollis to discuss legal terms and Hollis recommended that the engineers be the CID advisors. Arcturus has a draft design ready that needs only minimal tweaking. Sheals asked if the board needed to start up a Gateways committee once again and asked everyone to think about what expertise would be helpful. She believes COMO 200 leaders may think there is still a chance to make it all one big project with the City and CID again. The group would like to see if the board is still on board to continue Gateways or if they should see if the funds would be needed elsewhere post recovery.

Dale moved to adjourn the meeting at 4:01pm. Greene seconded and all approved.

**RESOLUTION NO. 2020-28**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD APRIL  
2020.**

**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 2020.

Passed this 12th day of May 2020

  
Chair of the Board of Directors

(SEAL)

Attest:

  
Secretary of the Board of Directors

Downtown Community Improvement District  
Board Meeting  
April 14, 2020  
Zoom

Present:

Kenny Greene  
Heather McGee  
Adam Dushoff  
Deb Rust  
Deb Sheals  
Kalle LeMone  
Logan Dale  
Mikel Fields  
Tom Mendenhall  
Josh Safranski

Absent:

Mike McClung  
Jesse Garcia  
Auben Galloway  
Munir Mohammad

Guests:

Carol Rhodes  
Robert Hollis  
Brad Anderson  
Mark Christian

Greene called the meeting to order at 3:34pm.

Dale moved to approve the agenda, Dushoff seconded, all were in favor.

McGee moved to approve the minutes, Rust seconded, all approved.

Dale summarized the financials. The CID is six months through the fiscal year and one month away from collecting all of the collections for FY 2020. It appears the CID will collect more than anticipated for the year (COVID 19 will impact FY 2021 funds). 47% of program management has been spent, beautification has only had 17% of funds spent due to pending projects. Safety projects are also waiting to be spent. There are anticipated to be leftovers from the TIF as well as Becker anticipates needing no more than \$10,000 for it which may not be charged in this fiscal year. The bottom line makes it appear that there is over \$1 million left to spend because of Gateways. Sheals moved to approve the financials, Mendenhall seconded, all approved.

CPD Report



Anderson updated the board that tagging downtown has increased. CPD believes they know who is doing it because the tags match ones from years previous. The panhandling of curbside pickup has increased at night and he urged people to call in either as soon as possible. LeMone told Anderson that a homeless individual stole the contents of Nourish's tip jar in front of the clerk. Anderson said that he would follow up with her but to call 911 when that is in progress in the future.

#### City Update

Rhodes updated the board that sales tax revenue has decreased significantly and department heads have been told to cut off nonessential spending. There were no stats yet, but figures would be coming in in the following weeks and the City is getting hit hard. She told Davis she would send information once she had it.

#### New Business

##### COVID-19 Recovery

The group agreed that everything returning to normal is likely to be a very slow process. Davis had the board go through the visioning process focusing on how the CID can help ease the transition for businesses and visitors alike to walk backwards through the steps. LeMone would like to free parking free for a while and the curbside pickup meter hoods. People will be hesitant to come back out so the group would like to find out how to encourage people to come out safely, practicing social distancing. Greene told everyone that the North Village cancelled the May First Friday already to keep numbers down. The group would like to host a Q and A session for the businesses with the City on the process of reopening.

#### SBA

Christian introduced himself and the work the SBA has been doing during the outbreak in three different "prongs". He also reminded everyone of forgiveness and refinancing options including the 504 programs to improve cashflow, EIDL loans to meet obligations and working capital, and PPP to be spent on certain expenses in the next 8 weeks or would be forgiven. Some downtown businesses had already received funds. He also pointed out that the first \$10,000 of the EIDL loan that was forgivable now had added to its formula to take the number of employees into consideration. Dushoff pointed out that the non-forgivable requirements did not work well between many in hospitality and banking and encouraged everyone to read before applying. Christian requested that businesses in the District use him as the SBA contact.

#### COVID-19 Discussion

Davis informed the board about the Microeconomic Loan the City would be opening applications for tomorrow and asked if anyone wanted to share how things were going for their business or how they would like to see the CID ease the transition out of the stay-at-home orders. McGee shared that the news stations were covering good news if anyone would like to share with them. Fields would like to see the curbside pickup areas stay, maintain one per block at minimum. McGee asked if the District would summarize loans as a resource. Hollis advised against this and recommended we just provided information about each that lead to their own sources as the staff currently has set up. Dale agreed that the loans were a blurry target

because they keep changing and would caution against potentially sharing outdated information.

#### Old Business

##### 5 Year Strategic Plan

Dushoff would like to see how restaurants are impacted in the long run and how the CID could help. Hollis reminded the group that a 5-Year-Plan was not required to change or even exist. He pointed out that this was only the first board meeting since stay-at-home issues were ordered and recommended waiting while the world keeps changing. Sheals pointed out that how it was currently written would fit in rebuilding perfectly as is. Davis asked everyone to revisit the plan and survey and think about what it may need to have updated.

##### Office Lease

Becker rewrote the current lease with Schlutz for 3 more years at the current price and with a clause written in that the first \$2000 dollars of repairs needed on any project would be provided by the CID and the remainder by Schlutz. This would have the potential of releasing at the same price in three more years. Mendenhall approved the new lease, Sheals seconded, all approved.

##### Budget

Dale explained that the budget needed to be restructured to match the committees more closely and went into detail about the realignment. There are five main categories currently and he would like to change them to marketing, economic development, operations, special projects, and administration. He would like to realign public arts. Becker is currently working on the budget with the best estimates of the worst-case scenario of the COVID-19 affects. First read of the new budget will be at the May board meeting, optimistically. The deadline for the CID is June so the budget may skip the committees for now.

##### Gateways

Hollis had recommended hiring an engineer as a project manager to put out all the bids and connect all the projects cohesively. Sheals believes this is money well spent. Dushoff stated that he liked Crockett. They helped him build Addison's South and navigate the City and the neighborhood associations while doing it. Crockett believes the project can be done in a year. Dale pointed out that they needed to continue legal work with Hollis and the City and not to sign on the dotted line yet of the City's lease of the corner. There still needs to be research done on costs and financing now that there will be none from the City's fundraising. Dale anticipates Crockett will charge more than the CID currently has for the project and asked if the money should be spent elsewhere and borrow funds for the Gateways. Davis has reservations about the CID borrowing funds when businesses may be failing due to the current state of the world and pointed out that the City is postponing everything they had planned for the bicentennial. Mendenhall is concerned with the City lease length and controls. Sheals moved to find more specific information for cost estimates from engineers and financing options with engineer work not exceeding \$50,000, Mendenhall seconded.

## Committee Reports

### Operations

Dale was selected as the new chair of the operations committee and discussed the structure of their committee vs the economic development committee. They are currently having a letter of support written for more funding towards streetlights.

### Economic Development

Normal discussions were tabled to discuss the changes of the global pandemic and its effect on the District and its businesses.

### Marketing

Meeting was canceled

### DLC

No Meeting

### CoMo 200

No Meeting

### Staff Report

Davis is moving the Spring Shop Hop Online to Facebook Live via Zoom. She summarized the radio tour she went on to keep local businesses top of mind to any station that would have her and talked about the SBA meetings they have been holding over Zoom. Becker is looking into how businesses are being effected as the information becomes available by category.

Greene moved to adjourn the meeting at 5:36pm, Mendenhall seconded, all approved.

Downtown Community Improvement District  
Operations Committee  
April 16, 2020  
Zoom

Present:

Van Hawxby  
Josh Safranski  
Kevin Czaicki  
Logan Dale  
Chris Kelly

Absent:

Deb Sheals  
John Ott  
Tom Mendenhall

Dale called the meeting to order at 3:32pm.

Outstanding Projects

Becker updated the committee on the letter of support she has written for the streetlights. She is waiting for the proper contact of the new Water and Light director to send it. 4AChange and Block by Block are still working downtown.

Budget Discussion

Dale summarized the planned changes to the budget structure for those who were not at the full board meeting. The budget will be set up to match the committees and cover items that fall in the operations goals and tasks as put together by Becker.

Davis talked to the group about bringing more banners to the District. Dale asked her to clarify if this were on the operational side or the creative side. She stated that the design would stay the same but with the new logo and it was more operational in replacing and relocating banners. New brackets are needed to replace lost or broken ones. Dale asked staff to keep track of an Operations 2020 Goal List as the meeting went on to match the budget to. They would keep \$10,000 to replace current banners and brackets and check on bracket prices as well as work with marketing if any design changes were needed.

The group discussed if City Horticulture would be altered and if the CID could get more control over what was planted downtown. Staff will look for the most recent agreement with Parks and Rec. The CID funds are not the only funding for plants downtown but improves the horticultural received greatly. Safranski and Czaicki both have attempted to take over trees and boxes in their area, next to their businesses and were turned down.

The committee discussed if they would like to continue using Block By Block to keep downtown clean. Becker informed everyone that there was likely to be a cost increase. Davis stated that their costs included dog waste and cigarette butt recycling that it may be wise to keep \$1000 or more for their capital improvements. Safranski would like to do a quarterly survey of District businesses to see how Block by Block helps and if there are any areas that need more attention. This was added to the goal list.

They moved discussed to 4AChange. Davis informed everyone that businesses often use them and John responds very quickly. She wishes that they could hire more people or allot them more funds. \$25,000 is currently in the budget and they charge hourly. It was pointed out that funds were set aside to improve public safety. Hawxby asked if it would be good to reach out to CPD and see how that could best be spent. They added the substation, contract labor, and public safety to the budget.

Davis cautioned about the unknown revenue for FY2021. Dale agreed and thought the group should establish a wish list for projects that may not have funding. The RFP for holiday décor is already in the budget, all RFPs have been received now but they will send décor to marketing until it is established. The grease grant funds will need to be included in FY2021 under special projects. Streetlight funds were designated years ago but have not yet been spent, they need to be accounted for. Other items that the group may want to tackle; Safranski would like to see alleyway improvements, Davis pointed out that 4 Columbia is not happening now so they may want to repaint and repair trash and recycling bins, they remembered that the City has designated funding for replacing planters and would like to get that design back on the agenda, other goals may include fixing curbs, changing meter times, and improving traffic at bar close as well as making curbside pickup more permanent.

Czaicki moved to adjourn the meeting at 4:23pm, Hawxby seconded, all approved.

Downtown Community Improvement District  
Economic Development  
April 21, 2020  
Zoom

Present:

Mikel Fields  
Deb Rust  
Auben Galloway  
Adam Dushoff

Absent:

Jesse Garcia

Rust called the meeting to order at 3:35pm.

Dushoff moved to approve the agenda, Galloway seconded, all approved.

Market Research

The group discussed when the market research should be done, the market will not show normal behavior while everyone is recovering from COVID19. Dushoff moved to table the discussion until the recovery passes, Galloway seconded, all were in favor.

Panhandling

There has not been much extra for 4AChange to do this year. Davis would like to see what panhandling looks like once the public is opened back up again. Rust shared about a mass of aggressive panhandlers she has seen around downtown and in front of Tellers. Davis talked about the potential homeless camp the City may start up over off the Midway exit. There is an RFP out for services and a shuttle to bring them all there which could drastically change the situation downtown. They discussed the difference between the homeless and the panhandlers and that the difference may not help the situation. This all may be about a month away.

Budget

Rust would like to see more in the budget for public art, especially if the alleyway galleries happen soon. The group discussed starting the project in Econ and moving it to marketing as it progressed. The cost per door is estimated to be about \$2000 and require a call for artists. The group discussed how they will likely be very busy this year with recovery plans and would like to do more for business development and business marketing programs which currently has a budget of \$1000. They combined the categories of business development and business marketing into one and vie for more funds to the full board. Dushoff pointed out that the whole budget for econ was \$4100 and the only extra funds would come from the leftovers from the TIFs. He would like to see the board be less reactive and see how topics change with the state of the world. Becker summed up changes to be made to the budget to keep the budget very conservative with just the basic projects and make a wish list for more project funds if they can

be given for research and development. They would like to move industry memberships under administrative costs and have two lines, development and market.

#### Other- Parking

Rust would like to work out a deal with the City to see no parking meters come back until students return. The meters already have such a negative reaction from citizens and the District needs as many people to come downtown as possibly without a deterrent. The group would like to see curbside pickup hoods stay for a while, at least one or two per block, and ask for the City to keep curbside indefinitely. They would like to seek the businesses opinions on the most useful places to use as curbside. They also discussed the need to get workers and residents to stop parking in front of businesses.

Dushoff moved to adjourn the meeting at 4:27pm, Galloway seconded, all were in favor.

Downtown Community Improvement District  
Marketing Committee  
April 28, 2020  
ZOOM

Present:

Deb Rust  
Kalle LeMone  
Christina Kelley  
Heather McGee  
Munir Mohammad

Absent:

Jesse Garcia  
Mark Sulltrop

Rust called the meeting to order at 3:32pm.

LeMone moved to approve the agenda, Kelley seconded, all approved.

Vantage

Davis informed the group that as COVID19 precautions came to the Midwest, all advertising was switched quickly to staying home and staying safe while supporting local businesses. There was now a video to support local circling with some graphics designed by Birk. Geofencing had been turned off and Kelley praised a current KMIZ ad that has also been circulating promoting the District and its businesses.

Virtual Shop Hop

The spring shop hop was moved online to Facebook Live over Zoom to support and promote local businesses and all that they are doing during this time. She felt that it was quite successful. It reached over 6.6k views over the weekend with a ton of engagement and a decent amount of sales reported by participating businesses. Not quite as many as an in-person Shop Hop but a lot for online. Adonica Coleman helped a ton with the process and during the actual six-hour live feed being an MC. Kelley would love to see virtual aspects to more future events to help spread awareness and have a larger reach and to better explain lesser known events. There was a social media bingo to go along with the Shop Hop. McGee let everyone know that KOMU was designing a takeout bingo and that anyone would like to be on it should contact her.

Holiday Décor

Five RFPs were received before the meeting for holiday décor. Most of the group had trouble viewing the RFPs so Davis summarized and asked the group to review before the next meeting so that a proposal could be selected. Winterland sent the exact same contract that we had held in the past as the RFP. Brighter Days offered the Magic Tree but with a few options to improve, including a better breaker which has caused trouble in the past when it has rained. He also offered more magic trees in more locations along with location specific logistics. Lymbic sent a



proposal for a singing tree that is sound reactive along with a sound reactive screen for the NVAD. Artistic sent a rent to buy option with fantastic pictures that were District specific. They had really researched our downtown and had a lot of experience. Davis stated that they needed to vote next meeting on one and potentially start installing in October.

### Budget

Becker walked the group through the current budget, what has been spent and what is expected to be spent. The group would like to keep the marketing budget the same and felt strongly that marketing needed to be a high priority in the COVID19 recovery to keep businesses and people coming or at least spending downtown. The group discussed saving money in graphic design since Birk and Davis were on staff. They will keep Brooke for big designs but leave the smaller ones to staff. Davis would like to keep the printing fund the same to help spread the word, Birk pointed out that they saved the printing expense on the Spring Shop Hop because it came together so quickly and there was little foot traffic downtown. Davis would like to add banners to Broadway. McGee asked the group about flags on the parking meters and several who had been on the committee for a few years stated that every time they attempt to get flags, they are stolen. They would like to spend the rest on banners and keep the planned budget the same. They discussed public art, that would be an acceptable budget cut if needed although it is a great project. They will let econ have the public art to continue alley improvements and to give them a fun project they may be able to fit into their budget. The group would like to keep image marketing the same and stress the importance of it. The RPFs were already sent in for the holiday décor so they plan to keep that the same in the budget. Davis is scheduling the media buy for May 20<sup>th</sup> if that worked for everyone, which it seemed to so far. They would meet with, maybe virtually all the agencies, think it over for a week and then meet back to decide and take that decision to the full board. She asked everyone to send media outlets they liked or new ones they had heard about her way.

Kelley moved to adjourn the meeting at 4:21pm, McGee seconded, all approved.

Downtown Community Improvement District  
Executive Committee

May 5, 2020

Zoom

Present:

Logan Dale

Deb Sheals

Kenny Greene

Absent:

Jesse Garcia

Mike McClung

Greene called the meeting to order at 3:35pm.

Sheals moved to approve the agenda, Dale seconded, all were in favor.

Bar Reopening

No bars are able to open, unless they service food, despite concerts having the ability to go on. There is a group of bar owners trying to sue the City over the restriction. Davis is unsure if any District businesses are in that group or against and she has stayed neutral on the issue publicly. Greene agreed to staying neutral and felt that the issue would work itself out but they will bring it to the full board.

Parking

Glascok wants parking reinforced soon again. Davis would like to push to extend free parking to fall and add permanent curbside spaces. The committee would like to push for permanent pickup spaces, enforce ticketing after the two-hour time limits to give the City some income but to maintain the first hour free as well as enforce permitted spaces and potentially all garage spaces. Currently, there are too many spaces for curbside to maintain, the group would like to gain input for two curbside spaces per block.

The group would like to put visioning on hold.

Recovery Programs

Davis has been contacting consultants to see if it is feasible to hire some or create classes for struggling businesses. She would like to run it by the full board and take it to the economic development committee. Greene wants to see the District become and continue to be a central hub for information. The group discussed the grant and loan tracker. Sheals would like to see Delta change the Gateways section on the sight that comes up immediately on the website to the COVID information because the website is the first source of information.

Budget

Becker and Dale pinned down the budget for the group, highlighting that the FY2021 budget was crafted with the estimate that sales tax revenue would be down 48% after COVID. They need to make budget amendments to explain some of the rollover or unused project funds. Nonrecurring expenses looks messy because they show deficient spending to use the Gateway funds. Becker and Dale are optimistic that the CID will not have to dip into the operating reserve and should be able to spend as planned in FY2020. They anticipate only needing to borrow \$500,000 for the Gateways project. Davis would like to switch the Gateways and budget discussion to the full board, so they understand what is happening with the Gateways before they try to explain the budget. They would like to ask the board if it is time to spend grease grant funds elsewhere. Becker and Dale would like to wait to see if there is more clarity on the funding situation before the full board approves, so the May meeting will be an update and the June meeting will be the approval. Becker will change interest expense from \$14,000 to \$19,000 as directed by Dale because that would be 12 months of debt service.

#### Gateways

Dale explained the Gateway funding restructuring for Greene so that the CID only would need to borrow \$500,000 and had the potential to do fundraising. Dale would prefer to bond over getting notes. Crockett could start to do engineering work and get specs immediately for less than the amount approved by the board. Sheals moved to move forward with them, Dale seconded, all were in favor.

#### Other

Ian Thomas emailed Davis about converting parking spaces and streets to open air restaurants and retailers to help social distancing and increase capacity. The group is not sure it is possible with the fire department but love the idea if possible. Glascock is working with the fire department to see if it is possible. The group thinks 9<sup>th</sup> and/or 8<sup>th</sup> Street would be great to test seasonally. They feel it would harm in the winter rather than help. Davis will also talk to the health department about outdoor dining.

Sheals moved to adjourn the meeting at 4:42pm. Dale seconded, all were in favor.

**RESOLUTION NO. 2020-29**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD MAY  
2020.**

**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 2020.

Passed this 9th day of June 2020

  
Chair of the Board of Directors

(SEAL)

Attest:

  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
May 12, 2020  
ZOOM**

**Present:**

Kenny Greene  
Tom Mendenhall  
Josh Safranski  
Kalle LeMone  
Mike McClung  
Adam Dushoff  
Van Hawxby  
Deb Sheals  
Deb Rust  
Auben Galloway  
Mikel Fields  
Heather McGee  
Logan Dale

**Absent:**

Jesse Garcia  
Munir Mohammad

**Guests:**

Carol Rhodes  
Robert Hollis

McClung called the meeting to order at 3:34pm

Mendenhall moved to approve the agenda, Dushoff seconded, all approved.

Mendenhall moved to approve the minutes, Hawxby seconded, all approved.

**Financials**

Davis shared the financials to everyone's screen as Becker and Dale summarized them. April was the final month of revenue collection for FY2020 and collection was higher than anticipated. The Gateway account held \$710,000. No expenses seemed to be over or concerning, more interest had been collected than was budgeted for. Mendenhall moved to approve the financials, Dushoff seconded, all were in favor.

**CPD Report**

No officer was present but Davis did updated the board that the backdoor of 9<sup>th</sup> Street Public House had been broken into.

feel that it was a safe option and may be unsettling to dine to close to moving cars. Rust liked the idea of doing it as a block party style event that only happened for special occasions or certain times.

### **5 Year Plan**

Davis thinks the current plan is still applicable and fits the COVID recovery into it well as is. Greene supports the staffs online presence and likes the position as a source of information through these times. The constant communication has helped keep local and small businesses top of mind.

### **Gateways**

Sheals showed the group the art specs. Crockett is working on the site plan. The design for the globe is almost finished and dates are picked out to go on the globe. The letters in "Columbia" will be interactive by having text on their sides and she would like the group to help her pick out the seven dates that will go on the side of the letters, local milestones, to represent the area out of a list of twenty. She will email out the list and have everyone vote on their top seven. Dale moved into the budget for the Gateways, he believes with sponsors the cost to the CID would be about \$800,000 and has looked into bonds for financing. He feels that the CID could cover everything and only borrow \$500,000 and have a payment plan for the sponsors for three years to open up the possibilities. He would like to have funding established before making an agreement with the City on the lease. The financing would cost about \$15,000 in fees issued, they will get financing, specs, and the lease to move forward.

### **FY2021 Budget**

Dale reviewed the budget and new organization of it for FY2021. The prediction for revenue was difficult to estimate due to COVID19, this is a current prediction and the board will not vote to approve the budget until next month so that the prediction can be as accurate as possible. Variances greater than \$10,000 are highlighted in yellow. In red are the requested funds for projects that may not be recommended if the predicted decrease in sales tax revenue remains at 48%. The budget shows deficit spending of \$138,000 with anticipated borrowing because of the Gateways. This budget preserves current services and past projects. Spending in FY2020 will also show a deficit spend of \$400,000 because of Gateways but will establish about a \$120,000 surplus. They will vote on the budget next month.

### **Grease Grant**

Becker moved the grease grant funds into the general operating expenses in the budget but pointed out that the grant program is expired according to all the resolutions. She asked the group if they would like to maintain the fund or release the money to be spent elsewhere. Dale moved to release the grease grant from designated to undesignated funds but with the option to provide the funds to anyone in need of them, Sheals seconded, all were in favor.

### **Committee Updates**

#### **Operations**

Mostly focused on the budget

**Downtown Community Improvement District  
Economic Development Committee  
May 19, 2020  
ZOOM**

**Present:**

Mikel Fields  
Auben Galloway  
Deb Rust  
Jesse Garcia  
Adam Dushoff

**Guests:**

Mark Christian, SBA

Rust called the meeting to order at 3:32pm.

Garcia moved to approve the agenda, Dushoff seconded.

**SBA Recovery Plan**

The SBA can hire contractors and do cost sharing with the CID. That contractor would just be assigned to District businesses. Christian believes there would be a strong need for it and is currently in the hiring process for a new contractor with a lot of experience locally that would be a good fit for the CID. The contractor would help with taxes and finances for local businesses, they would help businesses acquire revolving loans, which are higher risk, if they were not eligible for other types of loans. The SBA contractor would also help with business plans and follow up on PPP and SBA loan forgiveness and payment options. Dushoff felt that Christian's advice was very helpful and would be a great utility to the CID businesses. Upfront, the program and contractor would not be of any extra cost to the CID. If successful, the SBA and CID could work out a cost sharing program. Christian explained how the SBDC gets funding via regional business success. Currently, There are SBA funds for three workers that could cover financials and taxes. Davis and Christian will put together a plan to take to the full board.

**2020 Econ Budget**

The budget remained as discussed with Dale and everyone was okay to add meter hoods to the budget for curbside.

**Meters**

The City did not feel that they could wait to enforce meters until the end of July but did not give an actual date to begin enforcement. The City will also make the CID pay for meter hoods for curbside pickup. The group discussed the need for enforcement of curbside spaces and how the City would be able to reasonable keep people from parking for more than 15 minutes in the space. Enforcement would be necessary, or the curbside pickup hoods would be useless because people are already ignoring them and parking for hours in the curbside spaces. CID

### **Recovery Programs with the SBDC**

Christian still been a great resource with monthly meetings. He is pulling resources, and people to be dispersed to District businesses to be able to stay on top of the PPP loans. The SBA is funded based on success of businesses in the region and he wants to help for a strong win/win situation. Mark still needs to hire a few more people but this seems to be a much better alternative than hiring one business councilor that the CID does not know. This solution is free, and Davis would like to vet the services needed (websites, CPAs) through a committee like Economic Development. The group would also like to see a focus group form for service need ideas.

### **Alley Renaming in NVAD**

Greene explained that the alley by Wabash could have an actual name. The fire department is in support of this as long as everyone's addresses stay clearly visible. NVAD has already been referring to it as Wabash Alley

### **Letters to Council from Businesses**

Stick with the facts, but it was already discussed, and the group likes the idea where it was left in parking and curbside. McClung discussed the option of businesses getting bags for curbside for busier days and could get a \$30 weekend bag, but the ordinance would need to be changed so that curbside is a reason you can rent a bag.

### **June Board Agenda Creation**

The agenda will have curbside pickup as a discussion, recovery programs to move into econ, the unchanged budget to be voted on, and a Gateways Update.

### **Staff Comment**

Spence approached Davis about doing an armchair telethon fundraiser for the District. People would call in and would donate \$100 to the business that they would like to support and would get a gift card from that business. His fee is \$3,000 for the event. Dale would like a committee to vet it before going to the full board. The group would like to send it to Marketing but encourage the board to read the packet. Second new item, Betsy Peterson and Auben Galloway are really looking into closing streets to extend dining. Davis would like to see a test street in a less trafficked area or green space, the idea is to start in Alley A and the City would do trash collection. The businesses could use it for different weekends as pop ups. Mohammad was hesitant about doing Alley A because the public already uses Shortwave's tables and smoke there. McClung pointed out that alcohol is always a major issue when they've discussed dining in the streets in the past. The City was okay with changing the and easing the permitting for outdoor drinking at least temporarily. They will bring it up to the board and see how they feel.

McClung moved to adjourn the meeting at 4:20pm, Sheals seconded, all were in favor.



**Downtown Community Improvement District  
Operations Committee Meeting  
May 21, 2020  
ZOOM**

**Present**

Josh Safranski  
Logan Dale  
Deb Sheals  
Tom Mendenhall  
Chris Kelly  
Van Hawxby

Dale called the meeting to order at 3pm.

Mendenhall moved to approve the agenda, Kelly seconded, all approved.

**Block By Block and 4AChange**

Becker reviewed the billing for both of the services and how the services have been ebbing and flowing lately. 4AChange has been doing a good job balancing panhandlers and homelessness in the District, the group feels the value of their service. Block by Block has an hour bank to store hours that go unused and can be redeemed later during busier, dirtier times. The group emphasized that if downtown looks clean it feels safe. Block by block also removes stickers, graffiti, cleans up trash, sanitizes touch points, remove cigarette butts, and their general presence makes people feel safer. The committee emphasized that it was a worthwhile service to keep and maintain, the public loves them.

**Budget**

No changes have been made to the budget since the last time it was discussed. Everyone still agreed with the budget and Gateways is temporarily organized into the operations budget. Dale explained the maintenance and liability cost added in for mowing, snow removal, and insurance for the Gateway Plaza.

**Gateways**

Sheals Has touched base with contractors and engineers working on the topography so that architects can start the site plan. She did not receive much feedback on the dates to be put on the letters as historic milestones and hopes to receive more. The globe is almost completely designed and seals from all three schools will be placed on it pending Becker waiting for permission from MU. The staff received the first bill from Crockett for the Topo graph today. The bicentennial task force and CoMo 200 will not meet until July so there will be no input from them until then. Safranski asked what the timeline was and if it could be put on hold. Sheals reported that it would have a good shelf life if they are not trying to make the bicentennial deadline. Dale and Becker will work on putting together a financing packet to take to financial institutions with all the contracts, site plans, and design work specs once they are ready to secure financing. Dale Stated that the financing would be cheaper if local banks would be

**Downtown Community Improvement District  
Executive Committee  
June 2, 2020  
Zoom**

**Present:**

Munir Mohammad  
Kenny Greene  
Logan Dale  
Deb Sheals  
Mike McClung

**Absent:**

Jesse Garcia

Greene called the meeting to order at 3:39pm.

Sheals moved to approve the agenda, McClung seconded, all were in favor.

**Parking and Curbside**

Last week, Davis met with James from parking and came up with a plan of 25 curbside spaces for District businesses with locations, but he forgot to discuss pricing. He quoted a normal price of \$950 per metered space per month in an email. He may be able to meet the CID 50/50. Davis was supposed to present the parking issue at City Council but the meeting was dispersed and escorted out because shots were fired outside right before the issue came up on the agenda, so the curbside and meters will remain free until the next council meeting. Dale and McClung believe it is unreasonable for the City to ask the CID of this since it is not a transition. Going from thousands of meters free right now to 25 hoods was not a big ask. Sheals would like to get the exact number of spaces to show how unreasonable that is for 25 spaces. The Chamber of Commerce would also consider helping fund the curbside spaces if the City and CID paid as well. There are 1700 meters on the streets alone, not including the garages. Davis will take it to Glascock with her normal meeting with him next week and will invite Dave Nichols to have something more solid to present to council. She would like to encourage businesses to write letters to council members if they believe the spaces are helpful. Dale would feel conflicted if the CID had to pay for the spaces because it helps facilitate social distancing and safety and he would not like for us to have to choose businesses to support and Greene does not want to feel the support taken away.

**Small Business Recovery Loan**

Davis updated the group about the CBDG Block Grant loans, the second round will have a grading scale instead of first come first served and benefit 26 businesses for about \$15000 each. The plan was to have the loan/grant prepared for July. It was cut off before it came up on the agenda at council. This is federally funded block grant through the City. Four-Five businesses received the first grant in the District.

**Downtown Community Improvement District  
Board Meeting  
May 12, 2020  
ZOOM**

**Present:**

Kenny Greene  
Tom Mendenhall  
Josh Safranski  
Kalle LeMone  
Mike McClung  
Adam Dushoff  
Van Hawxby  
Deb Sheals  
Deb Rust  
Auben Galloway  
Mikel Fields  
Heather McGee  
Logan Dale

**Absent:**

Jesse Garcia  
Munir Mohammad

**Guests:**

Carol Rhodes  
Robert Hollis

McClung called the meeting to order at 3:34pm

Mendenhall moved to approve the agenda, Dushoff seconded, all approved.  
Mendenhall moved to approve the minutes, Hawxby seconded, all approved.

**Financials**

Davis shared the financials to everyone's screen as Becker and Dale summarized them. April was the final month of revenue collection for FY2020 and collection was higher than anticipated. The Gateway account held \$710,000. No expenses seemed to be over or concerning, more interest had been collected than was budgeted for. Mendenhall moved to approve the financials, Dushoff seconded, all were in favor.

**CPD Report**

No officer was present but Davis did updated the board that the backdoor of 9<sup>th</sup> Street Public House had been broken into.

feel that it was a safe option and may be unsettling to dine to close to moving cars. Rust liked the idea of doing it as a block party style event that only happened for special occasions or certain times.

### **5 Year Plan**

Davis thinks the current plan is still applicable and fits the COVID recovery into it well as is. Greene supports the staffs online presence and likes the position as a source of information through these times. The constant communication has helped keep local and small businesses top of mind.

### **Gateways**

Sheals showed the group the art specs. Crockett is working on the site plan. The design for the globe is almost finished and dates are picked out to go on the globe. The letters in "Columbia" will be interactive by having text on their sides and she would like the group to help her pick out the seven dates that will go on the side of the letters, local milestones, to represent the area out of a list of twenty. She will email out the list and have everyone vote on their top seven. Dale moved into the budget for the Gateways, he believes with sponsors the cost to the CID would be about \$800,000 and has looked into bonds for financing. He feels that the CID could cover everything and only borrow \$500,000 and have a payment plan for the sponsors for three years to open up the possibilities. He would like to have funding established before making an agreement with the City on the lease. The financing would cost about \$15,000 in fees issued, they will get financing, specs, and the lease to move forward.

### **FY2021 Budget**

Dale reviewed the budget and new organization of it for FY2021. The prediction for revenue was difficult to estimate due to COVID19, this is a current prediction and the board will not vote to approve the budget until next month so that the prediction can be as accurate as possible. Variances greater than \$10,000 are highlighted in yellow. In red are the requested funds for projects that may not be recommended if the predicted decrease in sales tax revenue remains at 48%. The budget shows deficit spending of \$138,000 with anticipated borrowing because of the Gateways. This budget preserves current services and past projects. Spending in FY2020 will also show a deficit spend of \$400,000 because of Gateways but will establish about a \$120,000 surplus. They will vote on the budget next month.

### **Grease Grant**

Becker moved the grease grant funds into the general operating expenses in the budget but pointed out that the grant program is expired according to all the resolutions. She asked the group if they would like to maintain the fund or release the money to be spent elsewhere. Dale moved to release the grease grant from designated to undesignated funds but with the option to provide the funds to anyone in need of them, Sheals seconded, all were in favor.

### **Committee Updates**

#### **Operations**

Mostly focused on the budget

**Downtown Community Improvement District  
Economic Development Committee  
May 19, 2020  
ZOOM**

**Present:**

Mikel Fields  
Auben Galloway  
Deb Rust  
Jesse Garcia  
Adam Dushoff

**Guests:**

Mark Christian, SBA

Rust called the meeting to order at 3:32pm.

Garcia moved to approve the agenda, Dushoff seconded.

**SBA Recovery Plan**

The SBA can hire contractors and do cost sharing with the CID. That contractor would just be assigned to District businesses. Christian believes there would be a strong need for it and is currently in the hiring process for a new contractor with a lot of experience locally that would be a good fit for the CID. The contractor would help with taxes and finances for local businesses, they would help businesses acquire revolving loans, which are higher risk, if they were not eligible for other types of loans. The SBA contractor would also help with business plans and follow up on PPP and SBA loan forgiveness and payment options. Dushoff felt that Christian's advice was very helpful and would be a great utility to the CID businesses. Upfront, the program and contractor would not be of any extra cost to the CID. If successful, the SBA and CID could work out a cost sharing program. Christian explained how the SBDC gets funding via regional business success. Currently, there are SBA funds for three workers that could cover financials and taxes. Davis and Christian will put together a plan to take to the full board.

**2020 Econ Budget**

The budget remained as discussed with Dale and everyone was okay to add meter hoods to the budget for curbside.

**Meters**

The City did not feel that they could wait to enforce meters until the end of July but did not give an actual date to begin enforcement. The City will also make the CID pay for meter hoods for curbside pickup. The group discussed the need for enforcement of curbside spaces and how the City would be able to reasonably keep people from parking for more than 15 minutes in the space. Enforcement would be necessary, or the curbside pickup hoods would be useless because people are already ignoring them and parking for hours in the curbside spaces. CID

**RESOLUTION NO. 2020-30**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT REQUESTING THAT THE MAYOR OF THE CITY OF COLUMBIA, MISSOURI, APPOINT ARIC JARVIS AS DIRECTOR TO COMPLETE THE REMAINING TERM OF ONE DIRECTOR, JESSE GARCIA, ENDING FEBRUARY 2021.**

**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

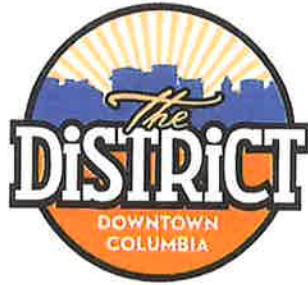
WHEREAS, under the Act, the above-referenced ordinance reserves unto the Mayor of the City of Columbia the power to appoint a successor Director with the advice and consent of the City Council to serve as a member of the Board of Directors of the District; and

WHEREAS, the Board of Directors recommends to the Mayor of the City of Columbia, Missouri, appoint **ARIC JARVIS** as Director to complete the remaining term of one Director, **JESSE GARCIA**, ending February 2021.

**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 **ARIC JARVIS** as Director to complete the remaining term of one Director, **JESSE GARCIA**, ending February 2021, 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 appointment 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 11th day of August 2020.



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## Slate for Replacement Director

August 12, 2020 – February 6, 2021

### Downtown CID Board of Directors

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- *The candidate has been selected to represent the diverse stakeholders of the Downtown CID, complimenting the experience, skills and interests of the balance of the board.*
- One 7 Month Term: August 2020 – 2021
- Expiring Term: Jesse Garcia
- Board Election Conducted: August 11, 2020
- Elected Slate:
  - Aric Jarvis

Name: **Aric Jarvis**

Business Owners: The Broadway Double Tree Hotel

Contact Information: Email – [Aric.Jarvis@Hilton.com](mailto:Aric.Jarvis@Hilton.com) Cell Phone – (660) 287-0190

Qualifications: Jarvis brings hospitality and tourism knowledge to our board. He has feet on the ground knowledge of The District as well as fundraising expertise helpful for our continued work on the Gateway project.



The District · Downtown Community Improvement District  
11 S. Tenth Street · Columbia, Missouri 65201 · (573) 442-6816  
[discoverthedistrict.com](http://discoverthedistrict.com)

August 12, 2020

Honorable Mayor Treece  
City of Columbia  
701 East Broadway  
Columbia, MO 65205

Re: Downtown CID Slate for Replacement of Director, Jesse Garcia

Dear Mayor Treece:

The Downtown CID Board respectfully submits a slate of one board candidate to complete the term of Jesse Garcia, for your consideration. This uncompleted three-year board position term runs through February 6, 2021.

The proposed board member is:

- Aric Jarvis

Attached is information regarding the candidate, selected to represent the diverse stakeholders in the Downtown CID. Please let me know if I can provide additional information or answer any questions.

Sincerely,

Nickie Davis  
Executive Director  
Downtown Community Improvement District

Cc: City Council Members  
Sheela Amin, City Clerk  
John Glascock, City Manager  
Nancy Thompson, City Attorney  
Kenny Greene, CID Chair

#### CID BOARD

Logan Dale  
Landmark Bank

Adam Dushoff  
Addison's

Mikel Fields  
Creaked Up Mobile

Auben Galloway  
Callahan and Galloway

Kenny Greene  
Monarch Jewelry

Van Hawxby  
DogMaster Distillery

Heather McGee  
On The Rocks

Michael McClung  
Dungarees, Resident

Tom Mendenhall  
The Lofts at 308 Ninth

Josh Safranski  
Alpine Shop

Deb Sheals  
Historic Preservation Consulting

Deb Rust  
Tellers

Kalle LeMone  
Nourish Café

Munir Mohammad  
Short Wave Coffee/Boone Olive Oil






**RESOLUTION NO. 2020-31**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD JUNE  
2020.**

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

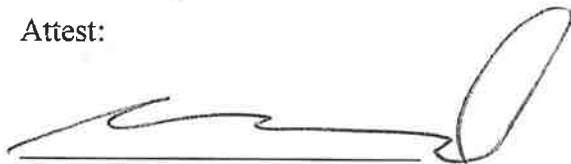
The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held June 2020.

Passed this 7th day of July 2020

  
Chair of the Board of Directors

(SEAL)

Attest:

  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
June 9, 2020  
ZOOM**

**Present:**

Van Hawxby  
Munir Mohammad  
Logan Dale  
Mikel Fields  
Deb Rust  
Mike McClung  
Adam Dushoff  
Josh Safranski  
Kalle LeMone  
Tom Mendenhall  
Auben Galloway  
Logan Dale

**Absent:**

Kenny Greene

**Guests:**

Robert Hollis  
Pat Fowler  
Carol Rhodes  
Brad Anderson  
Dave Parmley

McClung called the meeting to order at 3:31pm.

Mendenhall moved to approve the agenda, Sheals seconded, all were in favor.

Sheals moved to approve the minutes, Mendenhall seconded, all were in favor.

**Financials**

Becker stated that this year's budget income is complete, the only remaining funds coming in will be interest. The total came in slightly higher than anticipated. Expenses of the year have been 29% of total budget. The sales use increase was higher than anticipated, she is not sure what that means so she is interested in digging in to find out. Becker included a bit on sales tax income in the Dropbox. Dale said he did not see anything to be alarmed about. Sheals moved to approve the financials, McClung seconded, all were in favor.

**Police Report**

Anderson updated that CPD has been fortunate with the protests lately. There were windows damaged at Walgreens, Enterprise, and Avis. There has also been some graffiti but otherwise the protests have been peaceful. The group discussed the positive way that CPD and the protesters have been interacting.

### **City Report**

Rhodes updated that Fire is the Sky will not be downtown this year because of social distancing but fireworks will be shot off somewhere. She stated that the City Council meeting adjourned early during the protests so meter hoods and free parking were not discussed and will remain until the next meeting.

### **New Business**

#### **Street Dining/Street Closures**

Davis and Galloway have discussed the idea of closing down streets for extended dining. Davis would like to do a test in Alley A to have public tables, some businesses in those alleys are not super excited about the idea. Some businesses would like to extend sidewalk dining farther and have more flexibility on how they can use the sidewalks to make it feel more like Dog Days. Davis has brought that idea up to Glascock. Galloway is not sure that there is a fair ground for choosing anywhere downtown without having winners or losers. The group discussed neutral spaces like in front of City Hall or Parking garages to use. Fowler added a warning about all the red tape that the CID would have to go to. The next step would be talking to Glascock, he currently has the power to do so for the next month. We would specifically ask that as long as the businesses on the block (the neighbors) would have to grant permission to use the space and Tim Teddy would need a new map of outdoor dining. Galloway pointed out that the deadline will have to depend on when and if students come back or encourage that this is a 45-day plan and let the city approve or not approve to extend it. Sheals would like to see the same deadline as free parking or at least meter hoods for curbside. Sheals moved to ask Glascock to extend sidewalk café regulations if the businesses get written permission from their adjacent businesses until the temporary deadline of July 31<sup>st</sup>.

### **Old Business**

#### **Curbside Pickup**

City Council was not able to discuss this at the last meeting. Davis presented a map with potential curbside spaces. Funds are important here, but the City is willing to split the cost in half. The Chamber and CVB are both interested in helping with funds. We would present it to City Council as free because it would be a test program until the 31<sup>st</sup> of July to see how they would respond because 25 spaces out of 1700 not including garage spaces is not asking much. The City was concerned that it would bog down phone calls, we would take those calls at first to figure out the problems to see if we could fix them before sending it back to the City. Sheals would like better hoods, we could work to get cloth ones and improve signage.

### **Recovery Programs**

Davis updated the group that the CID is working with the SBDC to find different business councilors to help businesses navigate loans and PPP as well as cover other needs. If sent to

Econ, they would be figuring out and deciding what services the councilors need to be equipped with since Christian can do it at no cost to us. McGee would like to see a FAQ before the econ meeting to see what is needed, what is everyone asking, what do the professionals and ones who have done it get asked often. McGee moved to send it to econ, Galloway seconded, all were in favor.

### **Gateway Update**

Sheals did not have much of an update about Gateways but still needs input from other board members on the dates for the sides of the letters. They got solid feedback from Hollis about the agreement with the City. Dale pointed out that Becker has been working on putting a packet together to present to financial institutions. Hollis asked if that had already been sent to City Legal and Becker had sent what Hollis wrote.

### **Budget**

Dale updated that there have been no changes to the budget that was explained last month. After reassessing the situation, there were no suggested changes for anticipating the future. Sheals moved to approve the budget, Dale seconded, all were in favor.

### **Committee Reports**

#### **Operations**

Dale summarized that they reviewed the service contracts and statistics for 4AChange and Block by Block and the committee did not wish to change anything, there was no concern. They discussed the budget for the committee and the Gateways. Safranski did not feel that this would be the most appropriate time to move forward with that project. They also discussed the extra funding for the CID's use with the City and that we need to reengage the City about using that for infrastructure improvement.

#### **Economic Development**

They discussed the SBA recovery plan, meters and curbside pickup, they also discussed the survey results. The public is not ready to be out yet and many businesses did not feel safe opening yet. An emphasis was put on the use of the curbside pickup meters. They talked about how to promote the businesses following the rules.

#### **Marketing**

Meeting was canceled. But Restaurant Week will be happening next week. The media buy and holiday décor are moving forward. Davis explained how passports would work this year to be touchless. There are 11 restaurants participating so far but more will join and there is requirement to have a special this time.

#### **DLC did not meet**

#### **Bicentennial will meet in July**

#### **Parking will meet in July**

**Staff Comment**

Green would like a letter of support to name the alley in NVAD Wabash Alley to establish the area more and make it easier for emergency responders. Mendenhall moved to send the letter, McGee seconded, all were in favor.

Davis asked if the group would like to figure out porta-potties for the protesters. Mendenhall was concerned with liabilities. Some government buildings are willing to give an organizer a "key" but formal processes need to happen. Sheals thinks a porta potty would be less of a hassle. Hollis pointed out that if the Tiger is paying for the potties, it would be a right of way with the City so he was not sure what role the CID would play in it. Sheals feels that it is our purview for the CID to help decide locations if it keeps the streets cleaner.

**Public Comment**

Mendenhall called the city about the empty buses running fare free because the federal government is currently funding it. McClung felt that the parking committee was still working through the budget and he will inquire at the next meeting to see if the money can go elsewhere.

Parmley asked the status on the CID lease, Davis updated him that we were able to keep the same rate with the new property owner. He asked for an update on the lighting, the group informed him that the project is under a new manager, so we are trying to connect with them and there is technology issues. Parmley will be at the next operations meeting to work on asking the City for another allocation to get more lights.

Pat Fowler introduced herself as the CID's new councilperson and will set aside a time to meet with local business owners downtown.

Sheals moved to adjourn at 4:47pm, Dale seconded, all were in favorite.

**Downtown Community Improvement District  
Economic Development Committee  
June 16, 2020  
ZOOM**

**Present:**

Deb Rust  
Auben Galloway  
Adam Dushoff  
Munir Mohammad

**Absent:**

Mikel Fields

Rust called the meeting to order at 3:35pm.

Galloway moved to approve the agenda, Dushoff seconded, all were in favor.

**Small Business Recovery Program**

Mark Christian, the director of the SBA at MU, is working with the CID to help businesses develop and recover from COVID-19. Davis asked the group what services they believed would be most useful, these consultations will all be CPAs and working one on one with the businesses in the District. The SBA gets paid based on the number of businesses they take in and the success of those businesses off federal grants. The CID would facilitate direct contact between the SBA and businesses as well as recommend skills that would be helpful in his next open position. Davis would like to compile a "list of needs", Rust feels we need to put out feelers to the businesses. Galloway thinks training in PPP forgiveness is the top need at the moment. Dushoff met with Christian for half an hour today and would like to see what Mark is able to offer service-wise and Galloway feels the same way.

**Parking Update**

The City is issuing warnings this week and enforcing with tickets and towing on Monday. The CID was able to get the curbside meter hoods passed through council successfully with a minimum of 25 hoods, council will give us more and this month will be a test and will be free. After, staff will work with the CVB and Chamber to find funding for the meter hoods. Hopefully the deadline will be July 31<sup>st</sup> for the pilot curbside program. The CID offered to weed out phone calls from businesses about enforcement of cars only being in those 10-minute spaces to try and problem solve and figure out the best practice for those abusing the spaces. Dushoff is unsure that the CID can afford to keep the spaces after, Davis would like to see how the test goes first and then see what they CID would have to do if it is necessary to keep the hoods.

**Public Art**

Next FY2021, there is \$500 in funds for the traffic art box and \$2000 for an alleyway door. The \$500 is a donation to the Office of Cultural Affairs, the doorway would be completely funded by the CID. The next process would be to select a door, get permission, and then send out an RFP

for an artist. The Office of Cultural Affairs is okay with the CID using their guide for the RFP and process. The group would like to start painting in September and pay in October.

Dushoff moved to adjourn the meeting at 4:03pm, Galloway seconded, all were in favor.

**Downtown Community Improvement District  
Operations Committee  
June 18, 2020  
ZOOM**

**Present:**

John Ott  
Van Hawxby  
Chris Kelly  
Logan Dale  
Kevin Czaicki  
Tom Mendenhall  
Deb Sheals

**Absent:**

Josh Safranski

Dale called the meeting to order at 3:33pm.

Sheals moved to approve the agenda, Hawxby seconded, all were in favor.

**Street Light Update**

Becker did reach out to Water and Light but had not heard from them, so they have not updated us and are not present today. They had requested for the CID to write a letter of support to help get more money from the City for the lighting. Dave Sorrel was the contact, but Becker believes that they are waiting to reach out until they have an answer. Ryan Williams, the past contact on the project is no longer with the City. We could push this project because school is starting back in the fall.

**Gateway Update**

Sheals updated that there is progress with the designers, the engineer is almost ready but there is a hold up with the site plan because they were functioning off the belief that there was still going to be a driveway. Sheals is prepping the text for the letters. Becker and Dale have compiled a packet to begin asking for bonds to fund the project. Dale does not believe financing will be the issue but rather what Safranski brought to light last time about the timing being unfortunate with larger public concerns at hand. Dale would not like to put out the bid request or the lease in final form until the board feels the time is right to move forward with the project. Dale feels it would also not be an issue if the bids came in lower and the CID would need to request less financing. The City is still reviewing the changes Hollis made to the agreement for the lease.

**Grant Fund for CID Use**

Becker had not received any response from Tim Teddy, Davis believes he is not currently answering emails. No one else seems to be aware of the funds. The group discussed if Mike Griggs or Mike Snyder would know more about the funding since they have been part of the



discussions about how to spend the money. The group like the sources of the funds and all the functions. The group did not make a complete decision on the planter design because the committee liked multiple elements of different designs and asked Parks and Rec to combine those and have never seen a cohesive design to combine all. The group discussed who is responsible for taking care of the plants and the actual planter box. Sheals pointed out that the future sight of Gateways plaza is high in weeds right now and that eight street boxes have multiple issues. The City may have many people responsible for the planters, Davis will ask Rhodes.

#### **Other Discussion**

Ott asked about parking for the new hotel on Cherry, the design has not been redone to consider parking, but the demolition is still carrying forward. The second tower of the Broadway is on track to be built.

Ott moved to adjourn the meeting at 4:05pm, Hawxby seconded, all were in favor.

**Downtown Community Improvement District  
Marketing Committee  
June 23, 2020  
ZOOM**

**Present:**

Deb Rust  
Christina Kelley  
Kalle LeMone  
Heather McGee  
Munir Mohammad

**Absent:**

Mark Sulltrop  
Jesse Garcia

**Guest:**

Adrienne Luther  
Tanya Heath  
Sean Spence

Davis called the meeting to order at 3:35pm.

Rust moved to approve the agenda, Kelley seconded, all were in favor.

**Armchair Telethon**

Spence presented his idea to the committee to do a telethon, his last one raised \$35,000 and generated a large amount of social media interaction, 23,000 unique views. He has created a program specifically for downtown districts and has one in Kentucky next week. The cause for this telethon would be the local businesses or the District itself. It would be in the form of gift cards and the telethon will bring in local entertainers. If someone were to donate \$1000 to the cause, they would get \$1000 back in gift cards of businesses to their choice. Everyone participating will do so via Zoom (for the public part). McGee said that the previous one did go very smoothly transition-wise. Davis stated that the information is in Dropbox. Spence told the group that the cost would be \$2400 in June with a 10% discount if paid in total, otherwise it would be \$3000. Spence exited the meeting, Kelley pointed out that she believes the interest would have been higher a few months ago when the idea was first presented, the public is over a lot of the fear and some digital events. It would have to go only to businesses because the CID cannot raise funds for itself. Kelley asked if it would be different than Shop Hop anyhow. LeMone pointed out that people are not staying inside to watch digital events because its summer now. Staff feels that it would be wiser to wait until the second wave and FY2021 budget.

### **Bar and Restaurant Discussion**

Heath told the committee that the citizens missed the businesses as much as the businesses missed the customers. She wants to see them survive so she has partnered with Luther to raise awareness for local businesses. She would like to see signs on the front doors of businesses to explain the COVID cleanliness plans to gain public trust and employees with positive attitudes to have customers again. She would also like to see the streets close and become beer and wine gardens with tables everywhere for restaurants, live music, art, speakers, demonstrations, fashion shows, and retail spaces.

### **Vantage Wrap Up**

The metrics jumped up a ton after Vantage created a short video to share in our sponsored content on social media. All the metrics are in Dropbox

### **Restaurant Week Recap**

The passports were all digital so that stamps didn't have to happen. 42 passports were turned in and the marketing for the event was much less than usual, so Davis is pretty glad about that number. The drawing for two \$50 gift cards of the winner's choice is Friday. LeMone stated that it was easier on them and Kelley said that every server she asked knew the passwords. Kelley asked why some of the normal participants didn't do it, Davis said that many were overloaded or understaffed or just overwhelmed.

### **Drinks in the District**

The group discussed if restaurants and bars would still be interested in participating. McGee said that its still difficult to get people into a bar so they would do what they can to help. Curbside and to go cocktails are still an option so that would be beneficial. Bar service is still not available unless the business specifically petitions for it. Rust feels like the City is twisting arms by saying that everyone is fully opened because most cannot be due to social distancing. She also thinks that a good amount of the enthusiasm is lost but it would be worth it if the 40% of people still doing it are all in. The group would like to see if there would be enough interest in participating restaurants and bars. Staff will move forward with the July 13-19<sup>th</sup> originally planned dates to give some space before Dog Days pending feedback.

### **Dog Days**

It's the last weekend of July, and it is mostly outdoors which is good for COVID. The only concern Davis has is if businesses are understaffed but is planning to move forward. Kelly's concern is people usually pay inside but she would like to sell merchandise and move payment outside. Staff has been brainstorming how to make the event also have a virtual aspect for those staying inside. Kelley would like to see a series of short videos done ahead of time instead of a live and share at the beginning of the event. McGee brought up the McAdams selling Facebook page with one and done items as a virtual aspect to the event.

### **Holiday Décor Proposal**

Davis needs hard answers for RFPs. Winterland turned in the same proposal as previous years. Brighter days turned in one for the magic tree with options for additional magic trees but there

is still issues with the tree shorting out at Commerce Bank. There is a proposal for a singing tree, the CID would own it and the \$10,000 does not include installation. Brighter Days would install it for us for \$2000-5000. Artistic sent a proposal other than trees and the group pointed out that many businesses feel left out and this proposal would be able to expand farther. The group likes the Artistic proposal which includes a magic tree. Kelley moved to go with Artistic as the new design for holiday décor, Rust seconded, all were in favor.

**Media Buy Day 2020 – Zoom**

Davis would like to have media buyers present and record on Zoom so that anyone who can't make that time can view later. All materials would be digital, and Davis would break it up into a few days but still keep the 15-minute time slots.

**Public Comment**

The group wished Kelley a happy birthday!

McGee moved to adjourn the meeting at 5:03pm, Kelley seconded, all were in favor.

**Downtown Community Improvement District  
Executive Committee  
July 7, 2020  
ZOOM**

**Present:**

Kenny Greene  
Logan Dale  
Deb Sheals  
Munir Mohammad

**Absent:**

Mike McClung  
Jesse Garcia

Greene called the meeting to order at 3:33pm.

Sheals moved to approve the agenda, Greene seconded, all were in favor.

**Black Lives Matter Art**

Local artist reached out to the CID for a letter of support to paint a black lives matter mural on the street in the Sharp End. She already has some strong support and a solid start with City's Office of Cultural Affairs. Each letter would be painted by a different black artist for a full mural. Dale pointed to a story he read about NY covering filled potholes with art.

**\$150k Infrastructure**

Becker and Davis met with Richard Stone about the funds that Bob told the board was available and saved through the City. The City already has it allocated for the avenue of the Columns and a crosswalk at Fourth Street, however, it did seem that there would be a possibility that the funds could be reallocated. Stone and his coworker will be present at the next operations committee meeting to answer questions. City and CID staff will continue to look into the situation. Sheals asked about the Capital Improvement Plan for the City, the CID could look into budget and see what is earmarked on there and get projects put on there. Richard Stone will also discuss curbs and sidewalks when he is at the meeting.

**Campaign for Employee Parking**

Davis would like to reinvigorate the campaign to get employees to park in only certain areas downtown. She would need to get more information with James now that he is charge of parking. It is the perfect time to advertise while the businesses are being trained on curbside pickup.

**Ask For Angela**

**Emergency Task Force**

Davis is on the City's emergency task force committee and they have been busy working on plans, the current data in the Dropbox is quite long and just a draft but she encouraged everyone to look over them from perspectives other than the District.

### **Armchair Telethon**

Sean Spence asked marketing to pay for his hosted telethon. Davis explained how the telethon would work and be donated directly to the businesses instead of the District. Marketing would like to hold off until the fall because they felt momentum for digital events slowed down. Spence contacted Davis and offered to do it for free, it would be on YouTube Live. We will go through with it and he will find sponsorships to pay his fee. Sheals questioned how much of the sponsorship would go to him, Dale felt that he would make it clear to him and Davis agreed it seemed pretty clear. We would do the advertising for it. It is more of a mass gathering to market to buy gift cards to local businesses than a donation. There is no date set for it yet. Sheals would like the staff to reach out to the Boys and Girls Club about how they felt about the event

### **July Board Agenda**

So far, it is Holiday Décor, Black Lives Matter Art, Curbside Pickup Update, Budget Update, Gateway Update and add Jesse Garcia's resignation and the process of adding a new board member. Davis has also been working with the Chamber and MU to create a campaign for student housing, bars and restaurants for keeping students safe during COVID. The webinar is coming up on Monday so it will be an update and Davis is having the other colleges attend as well. Dale pointed out that "discussion" was misspelled on the flyer.

### **Public Comment**

Greene informed the group that Orr Street Studios has their black artist in residence program open until the 15<sup>th</sup> and a second one for an underserved artist that start in August and extend just short of a year.

Dale moved to adjourn at 4:13pm, Sheals seconded, all were in favor.

**RESOLUTION NO. 2020-32**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD JULY  
2020.**

**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 2020.

Passed this 11th day of August 2020

(SEAL)

  
Chair of the Board of Directors

Attest:

  
Secretary of the Board of Directors

**Downtown Community Improvement District  
Board Meeting  
July 14, 2020  
Zoom**

**Present:**

Kenny Greene  
Deb Rust  
Tom Mendenhall  
Van Hawxby  
Munir Mohammad  
Adam Dushoff  
Kalle LeMone  
Mikel Fields  
Aube Galloway

**Absent:**

Deb Sheals  
Mike McClung  
Heather McGee  
Logan Dale  
Jesse Garcia

**Guests:**

Carol Rhodes  
Lt Brian Tate  
David Parmley  
Robert Hollis  
Pat Fowler

Greene called the meeting to order at 3:34pm.

Mendenhall moved to approve the agenda, Greene seconded, all approved.

Rust moved to approve the minutes, Mendenhall seconded, all approved.

**Financials**

Becker updated the board that the FY2020 tax revenue was completely received other than interest growing. FY2020 was slightly higher than expected, likely due to the interest received being higher than at the CID's previous bank. Revenue collected for FY2021 that has already been collected is \$26,000 short of the same time benchmark in FY2020 which she felt was not terrible considering the overall effects of COVID. Expenses for FY2020 have so far been 55% of the budget with an expectancy to spend on Gateways. Mendenhall moved to approve the financials, Hawxby seconded, all were in favor.



### **CPD Report**

Lt Tate did not have any exciting updates for the board, so he asked to take questions, there were none.

### **City Report**

Rhodes updated the group that the City Manager was scheduling a press conference to release the new budget and will inform Davis when that will be. Rhodes would stay in the meeting to discuss the Black Lives Matter Public Art.

### **New Business**

#### **Resignation**

Jesse Garcia resigned from the board last week citing mainly COVID as the reason for his resignation. Davis updated the City Clerk on this status change and contacted Hollis about the process of proceeding forward with new candidates. Mendenhall moved to accept Garcia's resignation, Dushoff seconded, all were in favor.

Aric Jarvis, Broadway Hotel, was the runner-up of the previous election and Davis recommended the board moved forward with him to have representation of the hotel industry on board. Jarvis is still interested in the position but is on vacation for the rest of the week. Greene moved to put Jarvis on the board, Tom seconded, the board discussed. Hollis informed the board that selecting a replacement was not mandated in any bylaws or governance, so they could select any properly vetted candidate and were not required to open the position up to the public. The new candidate would serve the remainder of Garcia's term and process would otherwise be fairly normal but not require an alternate. Hawxby expressed interest in opening the position to the public to give qualified people the opportunity. The old motion was dropped. Greene moved to open the candidacy to the public for two weeks and take it back to the board, Dushoff seconded, all were in favor.

#### **Black Lives Matter Public Art**

An artist is seeking a letter of support from the board for a "Black Lives Matter" mural on the street in the Sharp End in front of the Post Office. Rhodes updated that Sarah Dresser with the Office of Cultural Affairs consulted with CPD and Public Works, they determined painting on the road was too dangerous but were able to offer her other locations downtown but were in located in the District anymore. She did offer up that option that it could be on a private building if there was an interested property owner and that way it could remain in the CID as long as it did not constitute as a sign under the ordinance. Mendenhall started a discussion on staying mutual in the topic while Dushoff wanted to offer some support to the artist. The group decided to support the artist but figure out where the mural would be located first.

#### **Holiday Décor RFP**

The marketing committee decided on a holiday décor proposal from Artistic. Davis will meet with Dave Sorrell to discuss logistics with the City and will also have a walk through with Artist to decide details and locations of the decorations. The plan is a rent-to-own contract that will cost the CID \$40,000 for the first three years and then decrease to \$13,000 after that giving the

CID the ability to add more lights. This will include upkeep, storage, maintenance, installation, deinstallation and repairs. Hawxby liked the ability to add in three years after the lights are the CID's. LeMone asked what the "life" of the lights generally was and Davis was told to expect around seven years. Rust informed the group that it was easily the best option they had received a proposal for. Mohammad moved to move forward with Artistic, Dushoff seconded, all approved.

### **Ask for Angela**

Davis asked the board if they would be interested in promoting a safety and assault/harassment prevention campaign from an outside organization. Birk summarized the program and how she was approached it from the organization. The program is from the UK originally but the local chapter uses the US materials adapted in Virginia. The CID's part would be spreading awareness of the campaign to customers and businesses and the organization would train the staff of the adopting businesses. The board sent the program to economic development to improve safety downtown.

### **Old Business**

#### **Curbside Pickup**

The new signs are out on the decided pilot program curbside pickup spaces. The signs took longer than expected due to communication issues on the signage. So far, the new parks and signs have been out for two days and there have been two complaints. One spot needs to be scooted a couple spaces over away from a law office and in between the two restaurants on N 5<sup>th</sup> Street and the other is a request to add. Davis cited that the main reasons to be conservative with the spaces was future expense, signage expense, and putting off customers by taking up too many spaces. The pilot program started two days ago, not when decided on by council. Fowler stated that she does not believe the CID should have to pay for the spaces until revenues return to normal and customers feel safe returning to businesses. The students will be the real test of the effectiveness of the spaces when they return.

The group went off on a tangent about the need of more outdoor dining space to spread the tables out. Fields showed the group Broadway Brewery's new outdoor section. Davis informed the group she was working with Tim Teddy on this and that the staff was back to working remotely.

### **Gateways**

The committee met twice since the last board meeting to finalize plans. There will be a walk-through of the site on Thursday. Hollis and Becker are working on maintenance costs with the City and Arcturus. Fowler pitched an idea about using some of the 10,000 historical paver bricks saved from the District Flats construction, they are mortar free and Becker informed her that Arcturus was interested.

### **Budget**

Council approved the budget at the last meeting with no questions or feedback.

## **Reports**

### **Operations**

Staff discovered that there are no funds as thought with Richard Stone to use for planters, the money had already been allocated but not spent on 4<sup>th</sup> Street. There was a slight potential it could be reallocated. Stone will be at Operations along with the new utilities director to discuss the lighting project and create a timeline.

### **Economic Development**

Rust updated that they are working with the SBA on small business recovery, currently trying to figure out what CID businesses need. They also discussed car charging stations and getting started with the alley gallery art for a feel-good project this summer.

### **Marketing**

Drinks in the District was cancelled by request of the health department. Dog Days will go on as planned and also have a virtual aspect. The CID is still supporting events downtown except any "COVID parties"

### **NVAD**

NVAD will be added to the reports. Greene updated the board that they were planning a combination of things for the next First Friday, including one way paths, capacity limits, and other safety measures. Orr Street Studios has two residencies open, one for black artists and one for underserved populations. Tootie Burns has been leading the way on naming the alley Wabash Alley.

### **DLC**

Mendenhall updated that the DLC has not met yet since COVID because the group does not meet via Zoom. He looked into this with the attorney general who said otherwise and forwarded the letter to Glascock. Fowler was very interested and would like to pursue the option to make City meetings more accessible.

### **Bicentennial**

Will meet later this month

### **Staff**

Davis had a great meeting with the three schools, student housing, bars and restaurants, the health department, and the mayor to get answers about questions for handling COVID as the students return. There were many positive interactions between all the entities. Browning will work on a factsheet for COVID on when to close businesses and who to quarantine. Davis is on the emergency task force with the city which has a lot of good information coming out of it there is a 13-page document in drop box she encouraged the group to read. There is also a new block grant coming out in July offering 15,000 dollars for businesses with five or more employees.

### **Public Comment**

None

Mendenhall moved to adjourn the meeting at 4:45pm. Greene seconded, all were in favor.

**Downtown Community Improvement District  
Operations Committee  
July 16, 2020  
Zoom**

**Present:**

John Ott  
Tom Mendenhall  
Chris Kelly  
Van Hawxby  
Deb Sheals

**Absent:**

Logan Dale  
Kevin Czaicki  
Josh Safranski

**Guests:**

Troy Guzman  
Dave Sorrel  
Brian Waite  
Brian Burmeister

Sheals called the meeting to order at 4:05pm.

Sheals moved to approve the agenda, moving up the Streetlight update, Ott seconded, all approved.

**Streetlight Update**

Sorrel introduced himself to the committee and stated that the project is in the queue to begin but is not quite ready. The photo cells on the lights have issues staying on because of the voltage levels. The engineers nearly have the issue worked out. Sorrel asked if the project was still valid because of the changing times. Bar close isn't much of an issue during COVID. Ott stated that even though this fall may be different, it is important in the long run and very necessary. Ott feels that the best time to do these projects are in the summer when the District is emptier. Sheals agreed and wanted the timing to be set on a standard timer that can be overridden for special events. Officer Chad Gooch was the one to originally request the project and pointed Sorrel in his direction for more information on the importance of this project. The committee asked about plugging in holiday decorations to the light poles as well as the banner attachments. Davis said she would discuss it with Sorrel in their upcoming meeting.

**Gateway Site Review**

After the site visit, they would like to increase the curve of the letters and move them back 5 feet. They will space the letters out six more inches and take out the wall behind the letters in the design. The designers are reworking the site plan now with modeling by Arcturus.

#### **Update on Other City Funds**

Richard Stone will come to the next meeting to discuss the funds Hohenstein told the board about. The funds had already been allocated for a crosswalk on 4<sup>th</sup> Street and he will also discuss curbs downtown as well.

#### **Cherry Street Demo**

Davis updated the group that the Cherry Street Hotel no longer has any demolition plans with the City. There is nothing for sure that the hotel plans to return to construction after COVID. Ott informed the group that the owners still plan to demo the old Stephens building, they just don't have a date set. They have been in contact with him about a beam that runs between their buildings.

#### **Public Comment**

Mendenhall told everyone the history of how the newspaper that resided in the building when his family owned it used that beam to roll newspapers on. Sheals asked if Block by Block could clean up some broken glass by Arena Liquor that had been there for a week.

Sheals moved to adjourn the meeting at 4:37pm, Mendenhall seconded, all were in favor.

**Downtown Community Improvement District  
Economic Development Committee  
July 21, 2020  
Zoom**

**Present:**

**Deb Rust**

Mikel Fields

Adam Dushoff

Auben Galloway

Rust called the meeting to order at 3:34pm.

Dushoff moved to approve the agenda, Fields seconded, all were in favor.

**Business Needs Survey Results**

17 businesses responded to the survey to see what resources businesses needed from the SBA. The survey had an even number of retailers and restaurants as well as a couple nonprofits answer. The resources that they listed needing were HR/rehiring, financial, online tech help, communication, updates on Federal changes to stimulus packages, budgeting, marketing after that budget disappeared, and help with rent negotiations (Davis believes the Hatchery may help with that one). Davis will share the results of the survey with Mark Christian to see what he can put together. He was looking into creating classes for the help while Davis was hoping that the SBA would lead more one-to-one interactions with business owners. The committee discussed that many businesses needed help effectively tracking what they spent the federal loans on to be eligible for forgiveness and discussed the threshold for forgiveness. Fields believes that threshold will be \$150k after going through the House this week. Davis stated that the businesses were overdue for a Q&A with Mark again.

**Parking Updates**

The new signs and locations for curbside pickup went up last week. The CID has created a shared Excel document with the City to track complaints, which the City will address once a week. For the most part, people seem to be happy with the current spacing and Davis would like to update City Council on it. Dushoff said that no one seemed to be taking advantage of his block's curbside space from his observation by parking and leaving.

**Ask For Angela**

Birk summarized the Ask for Angela program for the committee, how the CID would promote it to businesses as a free resource and explained the training process for businesses and staff. The group believed this would make people feel safer downtown but had some concerns about people slipping through the cracks if there was not ongoing trainings for staff. Davis said that the CID will sign up for the training and take the test to see what it is like. Rust likes the idea but would like to use the idea and adapt it to the District if needed.

**Other**

The committee discussed how outdoor dining is expanding by using neighboring storefronts with permission from those businesses.

Fields moved to adjourn at 4:10pm, Dushoff seconded, all were in favor.



Downtown Community Improvement District  
Marketing Committee  
July 28, 2020  
Zoom

Present:

Heather McGee  
Christina Kelley  
Kalle LeMone  
Deb Rust  
Mark Sulltrop

Absent:

Guests: Vantage

Davis called the meeting to order at 3:32pm.

Kelley moved to approve the agenda, LeMone seconded, all were in favor.

Marketing Chair

Since Garcia resigned from the board, the chair for the marketing committee is open. The committee discussed waiting until after the next board member had been selected to choose a new chair member. Tabled

Vantage

Vantage ads received 1.2 million impressions. Events like Dog Days and the remarketing have been high performing so far. The instant experience ads are doing okay. COVID messaging and CoMo Unity have had good viewership. They have not done any geofencing since March.

Media Buy

The committee reviewed the budget from FY2019. KMIZ, Vox and KOMU all failed to schedule a time slot even though they were all used on the buy last year. The \$5,000 set aside for maps had not been used yet, the group decided to keep that allocated for FY 2020. Kelley stated she still wanted some tv in the mix. LeMone expressed a desire to keep the focus general. They discussed the options. They liked the targeting and YouTube video ads with Caledon Virtual, but they had mixed opinions the social media campaign. Rust pointed out that KBIA was extremely supportive of the District and its businesses during COVID. She would like to at least maintain the investment with them if not increase. Davis stated that they gave the CID free ads during COVID and talk time with copywriting. She also hears from many customers that that is where they hear District ads. Vantage and Caledon were the two digital options. After working with Vantage, the committee has discovered that they outsource a decent amount. They do, however, have good ideas and geo-cookies now. Vantage is relatively expensive. Davis pointed out that Monica (Caledon) did help her with virtual Dog Days. The group loved A2D's pitch, the innovation to adjust for COVID was great and liked the idea of the platform. Missouri Life is a

partial yes at the least because the CID needs to be in the CVB at minimum. The District was in the scenic routes this time and it seemed to be popular. Sulltrop pointed out that the actual magazines are not being left out in doctors' offices and common areas anymore. CoMo Magazine is a good audience, but the group would like to take more of the investment digital. Missouri Life has paid subscribers, their readers are more invested. The committee is unsure how to get a good call to action to support local now when businesses need it most. Magazines have a good shelf life, but the calendars that are normally in them are currently obsolete, LeMone feels pictures that place people here will work better than words currently. The committee would still like to support We Always Swing but would like to pull out of the booklet. They would also like to skip the Caffeine Crawl this year and wait a week and reconvene to see if any good tv options open up.

#### Current Plan

Missouri Life – try to lower price

KBIA

A2D – try to lower costs

Caledon Virtual

TV – wait a week and discuss at 9am on August 7<sup>th</sup>

T/F

McGee moved to adjourn the meeting at 4:31pm, Sulltrop seconded, all were in favor.

Downtown Community Improvement District  
Executive Committee  
August 4, 2020  
ZOOM

Present:

Kenny Greene  
Mike McClung  
Deb Sheals  
Logan Dale

Absent:

Munir Mohammad

Greene called the meeting to order at 3:34pm.

Greene moved to approve the agenda, McClung seconded, all approved.

CPD Q&A Report

More than 30 businesses attended the ZOOM meeting with Chief Jones, CPD and 4AChange. There was good discussion about current issues with aggressive panhandlers but no true resolution or promise of more officers downtown. CPD would like a letter of support or action to unify the actions of the business owners in this issue so that progress can be made. CPD is currently using too many resources to be called on the same group daily. Davis summarized the complaints and issues caused by this group. She sent a letter of enforcement for property owners to sign to give CPD permission to act against trespassing. The group talked about the unenforceable ordinances that do not hold up in court. If the group is issued tickets they cannot pay, they can be arrested for that, but Jones acknowledged that this is not an issue that they can arrest their way out of. Trapp emphasized that he can only do so much those who do not want help or services. He was able to get one of the group members on a bus to Iowa. Consistency is currently the biggest issue between CPD and the businesses. Davis will survey the businesses.

Trees

Businesses have complained about the trees downtown. The shape and health of the trees is untamed and not well maintained. Davis showed the group photos sent to her of the trees. The group discussed contacting Parks and Rec and the city arborist, asking them to attend the next operations meeting about it. McClung reported that he has always had prompt responses to his tree complaints, he believes it is a complaint-based system and asked Davis to see if the businesses were filing complaints with the city or just talking to the CID. The group would like to contact the utility to see how they would like to collect issues and requests.

Agenda

Staff would like to move forward with the audit, the current selected company is unable to perform it for two more months due to COVID. The group would like to research other options

before the board meeting. Pitzer discussed the idea of having student meal plans with downtown businesses to help bolster their sales and help MU if they can't afford their usual dining hall situation. It is expensive and would be a nice experiment for the strange first semester back and may require a second terminal in businesses. The media buy will be complete Friday and the media budget will be presented to the board for a vote. Sheals updated that the Gateway could have a \$5000 3D rendering but she believed it to be unnecessary to the project and would like to save money. The CID will work on its own project timeline, construction companies are very busy at this time and the project will need to go back to the board for a vote before moving forward.

#### Public Comment/Other

There are funds the CVB would like to use for downtown about social distancing and mask PR. It must strictly be COVID safety and event related because the funds were obtained through the CARES Act. The group would like to tie it to the Caffeine Crawl or see if it could be used for event staff or First Friday. Becker is monitoring the tax revenue for 2021. The group discussed an idea of changing parking reinforcement to CPD to increase their presence downtown but making sure the meter maids still had a job.

Sheals moved the adjourn the meeting at 4:30pm, McClung seconded, all were in favor.

Downtown Community Improvement District  
Marketing Committee Follow-Up  
August 7, 2020  
ZOOM

Present:

Heather McGee  
Christina Kelley  
Munir Mohammad  
Kalle LeMone  
Deb Rust

Absent:

Mark Sulltrop

Davis called the meeting to order at 9:02am.

TV Media Buy

The group discussed initial thoughts and debated whether they should "dilute" the tv budget between multiple and have a farther reach or go all in with one plan. There is already a good amount of organic coverage from the student reports downtown with KOMU. The group liked the emails and contests ideas from KMIZ but both plans were far over budget. The group will have to decrease the ads for both stations even if they just want the broadcast options. The committee would like to see how much coverage they would get from both stations with the \$10k allocated to TV in the marketing budget. Kelly would like to make sure there is consistent production between both stations. The idea that one station could be used for image marketing and the other for events was thrown around the group. Morning news will be important overall and maybe late night tv. Mohammad pointed out that evening and nighttime news will be important during football season. They will do \$5k to KMIZ for image marketing and \$5k to KOMU for event marketing. Davis recapped the current plan for the marketing budget.

Caffeine Crawl

Davis stated she would like to keep the Caffeine Crawl in some capacity even if it were all outside, tiny groups, or shipping samples to people. Jason is hosting a national virtual event and she thinks the CID could use Adonica's platform for a local crawl. She would also like the group to start thinking about Halloweenie and Living Windows. Becker checked, there are funds available to do the Caffeine Crawl.

Rust moved to adjourn the meeting at 9:40am, Kelley seconded, all approved.

**RESOLUTION NO. 2020-33**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT APPROVING THE SPECIAL ASSESSMENT RATE BASED ON THE VALUE OF REAL PROPERTY FOR THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT FOR TAX YEAR 2020 TO FUND THE FY 2020-2021 ANNUAL BUDGET AT 0.4778 CENTS PER \$100 ASSESSED VALUATION**

**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 that the special assessment rate for the 2018 Downtown Community Improvement District property assessment is **0.4778 cents** per \$100 assessed valuation. This represents no change in assessment rate.

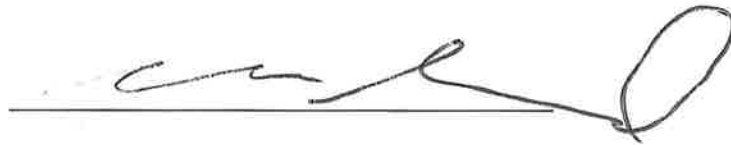
Passed this 28<sup>rd</sup> day of August, 2020.



Chair 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)

August 28, 2020

Mr. CJ Dykehouse  
Boone County Government Center  
801 East Walnut  
Suite 211  
Columbia, MO 65201

Dear Mr. Dykehouse:

On Friday, August 28, 2020, the Board of Directors of the Downtown Community Improvement District (CID) voted to set the CID property assessment at .4778 per \$100 of assessed value. This is in keeping with the approved CID petition and the Tax Collection Agreement between the CID and Boone County.

This approved Tax Year 2020 assessment represents no change in the rate that was approved by the Board of Directors for Tax Year 2019.

As always, if you have any questions or need additional information, please feel free to contact me at (573) 442-6816 or via email at: [ndavis@discoverthedistrict.com](mailto:ndavis@discoverthedistrict.com).

Many thanks,

Nickie Davis  
Executive Director  
Downtown Community Improvement District

#### CID BOARD

Logan Dale  
Landmark Bank

Adam Dushoff  
Addison's

Mikel Fields  
Cracked Up Mobile

Auben Galloway  
Callahan & Galloway Property  
Management

Kenny Greene  
Monarch Jewelry

Van Hawxby  
DogMaster Distillery

Kalle LeMone  
Nourish Café & Market

Michael McClung  
Dungarees, Resident

Heather McGee  
On the Rocks

Tom Mendenhall  
The Lofts at 308 Ninth

Munir Mohammad  
Boone Olive Oil, Shortwave

Deb Rust  
Tellers

Josh Safranski  
Alpine Shop

Deb Sheals  
Historic Preservation Consulting

cc: Brianna L. Lennon, Boone County Clerk  
Brian McCollum, Boone County Collector  
Tom Schauwecker, Boone County Assessor  
June E. Pitchford, Boone County Auditor  
Kenny Greene, Chairwoman of the Board  
Kathy Becker, Downtown CID



**RESOLUTION NO. 2020-34**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING MINUTES OF  
THE BOARD OF DIRECTORS MEETING HELD AUGUST  
2020.**

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

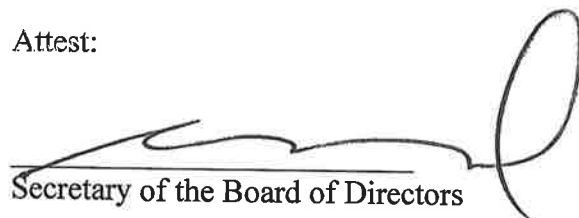
The Downtown Community Improvement District (the "District") hereby approves of the meeting minutes for the meeting of the Directors held August 2020.

Passed this 8th day of September 2020

  
Chair of the Board of Directors

(SEAL)

Attest:

  
Secretary of the Board of Directors



**Downtown Community Improvement District  
Annual Meeting  
August 11, 2020  
ZOOM**

**Present:**

Logan Dale  
Heather McGee  
Kenny Greene  
Tom Mendenhall  
Van Hawxby  
Josh Safranski  
Auben Galloway  
Deb Sheals  
Deb Rust  
Adam Dushoff  
Munir Mohammad

**Absent:**

Mike McClung  
Kalle LeMone  
Mikel Fields

**Guests:**

Pat Fowler  
Sgt Perkins, CPD  
Carol Rhodes  
Aric Jarvis  
Zach Wagner  
Robert Hollis  
Glynn L, Tiger  
Mark K, Tiger  
Allison, Tiger  
Melanie Brickner, Tiger  
Christina Kelley

Greene called the meeting the order at 3:33pm.

Mendenhall moved to approve the agenda, Dale seconded, all approved.

Mendenhall moved to approve the minutes, Dushoff seconded, all approved.

**Financials**

Dale updated the board on the financials. At the end of July, \$411K has collected for FY2021, they had predicted to end the year with \$300k in access funds but it is looking closer to \$400k

extra. Financials appear to be \$980k under budget in spending because Gateways has not happened, a better reflection is that the CID is about \$360k plus. We are only down 25% for sales tax and expected to be down about 49% Sheals moved to approve the financials, Mendenhall seconded, all were in favor.

### **CPD Report**

Sgt Perkins updated about the shooting downtown last month that turned into a murder and that CPD will be taking over enforcement of parking soon. Hawxby stated that there was an incident around his place and a few in NVAD

### **City Report**

Budget hearings and work sessions are scheduled for this week and next week as well as a vote to have a special election at the next council meeting about roll carts. Sheals asked how the recycling downtown was still working since residential has not been picked up.

### **New Business**

#### **New Board Meeting**

The board applicants introduced themselves to the board and shared why they would like to be a part of the CID. Applicants were Ownings, Jarvis, Graves, Brickner, and Wagner. The group rollcall voted for the new board member.

#### **Parking Permit Charges**

Glynn and Kelley came to the board about how the City still charged them for parking permits. Glynn stated how hospitality has been hit the hardest and the free parking did not benefit them and were still charged full price for parking. Glynn said the Tiger and Broadway would both be interested in receiving an rebatement for the 95 days that meters were not running. The City was not writing tickets or even enforcing those spaces during that time and Glynn would like to see some advocacy from the CID. He feels that the most reasonable is that parking is refunded at least during those 95 enforced days. Kelley stated that her situation is different because she only has one permit not 49. She stated that she was not going to pay the unused quarter, it was received nicely but came up with the next bill as both quarters. She would like pro-rated parking fee for being forced to close during that time because she was not an essential business. She appreciated the free parking the City offered but would like a reduced price. Fowler explained that they had a few requests about parking and utility costs. COVID has cost the City 1 million dollars a month but they will be having a meeting about other COVID costs and hits to businesses. She requested the City continue the pilot program for free as a business necessity. Sheals asked if CARES funding would be available for the rebate. Glynn was still made to pay for unused spaces and then the spaces were free, so he was hit again without being able to charge customers for parking and in good times, you lose thousands on valet parking as well. Asked for a motion moved to right a letter of support to seek an abatement and then work on longer term solutions. The group discussed that this is a business advocacy group and small businesses need relief. Safranski pointed out that we represent the residents too, he would like to word it as a COVID-relief fund. Dushoff agrees the advocacy sound not be specific but more general. Hawxby commented that relief for licenses that they were unable to use like liquor

licenses to be reconsidered. Dale moved to ask the City to consider an abatement for parking as a COVID-Relief measures regarding parking and other fees the city is charging during this time and the shut-down while setting their new budget. McGee seconded, all approved.

### **Student Meal Plans Downtown**

Matt Pitzer from Ward 5 contacted Davis about student meal plans working downtown through MU because students are required to purchase a meal plan. Columbia College was also interested. It is expensive and may help the colleges lose less money and businesses make more. It may require newer POS systems to accept the plans. The group would like to send it to Economic Development and look more into that option.

### **Media Buy**

Davis summarized the marketing budget as decided by the committee as well as the new digital platform and shared the budget broken up by category. The new virtual side will help the businesses that are not tech savvy join in. The board decided that they did not have to vote on it because it was within the marketing budget allocated by the overall budget. Greene accepted anyway and all voted to approve.

### **Property Tax Rate**

The vote needs to take place in August but requires two week's notice to the public. Davis will send out a Doodle.

### **New Board Member**

Aric Jarvis won with five votes; the board welcomed their new member. Davis will send it to the Mayor and City Council. Greene thanked everyone for applying and encouraged them to stay engaged in the CID.

### **Old Business**

#### **Audit**

The original plan to get an audit was derailed by COVID. Becker stated there is already an agreement with Weights and Tables, but only two indicated they could, and Weights and Tables is back logged and would not be able to conduct the audit this month.

#### **Gateway**

Sheals stated that design is almost complete with the architects. She would like to schedule a special meeting to discuss issues with the plaza construction separate from Operations. Dale did not have an update about the financing but pointed out that they would need to have the discussion about whether or not it was an appropriate time to move forward with this project. The lease agreement is back that the City.

### **Committee Reports**

#### **Operations**

The curbs will be at the next meeting, and the lighting group tried to talk about lighting being less necessary, but the committee pushed them to continue because public safety is important still and people are returning. They also discussed finances

### **Economic Development**

Rust updated that they were still working on the connection between the SBA and the businesses. It seems that the curbside pickup spaces are no longer being abused. Econ is gathering information about Ask For Angela to help prevent sexual assaults. Davis pointed out that someone did move the sign to a different location, unlocking the bag and moving the sign but it has been relocated. Sheals would eventually like to see hoods that don't say no parking.

### **Marketing**

Media Buy, there is no chair but will decide about Jarvis decides which committee to join, fall events and they will work re-envisioned.

### **NVAD**

A few incidents CPD responded well too. There have been encampments at the Ameren Lot. There is a signage proposal for Wabash Alley. Planning for First Friday to be safe and spaced out. Three artists were installed with the Black Artists in Residence program at Orr Street Studios and one from the underserved community. Greene lifted up how DogMaster has been setting an example for social distancing.

### **DLC**

Mendenhall did not attend

### **Bicentennial Report**

There will be more flexibility on opening dates because of setbacks. They are gearing up for fund raising

### **Parking Commission**

The city has found a replacement for James, gate arms are going better than expected, there seemed to be no end date for the pilot program, the meter maids will no longer be working for the City and CPD will be enforcing parking.

### **Staff Report**

CID hosted a Q&A between businesses and CPD about panhandling, not a lot done from meeting but permission of enforcement for trespassing given to the businesses. CPD is looking for consistency between the businesses. Davis is working with the CVB for CARES funds for PPE items- signage, window clings, masks, Germx.

### **Public Comment**

Fowler concerned about the impact of the panhandlers downtown and would like to see if the City could play more of a role in homeless outreach. She would like the CID support on it and pointed out that everyone needs somewhere to go to be, be fed, and use the bathroom.

Mendenhall moved to try and help. Thursday is an all-day council work session starting at 9am. It will be streaming she believes.

Mendenhall moved to adjourn the meeting, Sheals seconded, all were in favor at 4:58pm.

**Downtown Community Improvement District  
Economic Development Committee  
August 18, 2020  
ZOOM**

**Present:**

Deb Rust  
Mikel Fields  
Auben Galloway  
Adam Dushoff

Rust called the meeting to order at 3:33pm

Fields moved to approve the agenda, Dushoff seconded, all approved.

**SBA**

Mark Christian is moving into his new office location on the Loop. Davis also offered that the CID has a close relationship with the Women's Business Center (which also offers services to men) for more opportunities for businesses. Davis did not get a lot of feedback from the businesses about what they needed.

**Curbside Spaces**

Curbside parking is going well so far. The signs were moved once, someone unlocked the signs and relocated them. Glascock said it would take two to three months to figure out the effects of curbside parking, so it is likely that the pilot will continue. It seems to be going well so far, the CID will do an update to council soon.

**Ask for Angela**

The committee would like for the CID to offer for businesses to be part of the program but are unsure if the time and effort to make it District-wide would be worth-while if business employees are not effectively retrained often. The CID will advertise the program in the business emails and let the businesses and organization take it from there. The group will follow up in six months about the program. The office will not be a marked safe space because of inconsistency with staff being present and the doors being unlocked.

**Panhandling**

The Q&A led to CPD asking for a consistent message and approach towards panhandling from the businesses in the District. Chief Jones would like a letter about how the CID would like to handle the homeless and panhandling population. It seems unrealistic for all businesses to agree to one method on this issue, especially while people are unaware of the difference between the two. The Q&A did not reach conclusions but was a meeting to have another meeting. CPD is taking over parking tickets downtown, increasing CPD presence, and hopefully having a positive effect on the panhandling situation. The group believes this will bring two officers and four community aides downtown on a consistent basis. The effects, however, will probably not be seen until the next summer. The committee asked if the "no sit, no lie"

ordinance has been discussed more, it was not mentioned in the meeting and staff and CPD do not believe it will go in Columbia. 4AChange cannot help the panhandlers that do not want help and if they are not breaking laws, CPD cannot do much. When the panhandlers are breaking laws, CPD often faces scrutiny from business owners that want to protect the homeless and are unaware of the panhandling situation. Staff will create a survey for the businesses that they can send the results of to CPD about how to handle the situation.

### **Alley Doors**

Sarah Dresser is still on maternity leave, so Davis collected the forms for traffic boxes and will base the alley door art forms from these. She would like to get artists in the winter to have them ready to go when the best time to paint occurs.

### **Student Meal Plans**

All campus dining closed during the COVID shutdowns even though students are made to pay for meal plans that cannot be used anywhere else. It would be expensive, but the University of Missouri and Columbia College are interested in making meal plan options for downtown businesses. The universities would have to make some money off it to make it worthwhile, but it would likely not be much. The restaurants would somehow have to be able to accept the college credit cards but the kids would not be out of food. The group theorized that PayPal options might work. Councilman Pitzer took the issue to the CID, staff needs to reach out to campuses again. Rust pointed out that parents may be concerned with students using their meal plans to pay for alcohol. Galloway sees it on the schools' end to make the credit like a gift or debit card to swipe easily. They could increase processing fees off campus and decrease them on campus to make the creation more enticing. The group was unsure if the corporate restaurants that exist on campus have been able to establish pay through student IDs. The schools would likely need to create a debit card like system.

### **CVB/CARES Fund**

Davis updated the group that the CID will be able to use these funds to update the maps and wayfinding signage downtown if the feds approve the CARES Fund the CVB obtained to be used in that way. The CID will be getting facemasks, PPE, and hand sanitizer for Halloweenie and Living Windows from it. The District will also receive coasters, window clings, streetlight signage, and sidewalk decals to promote social distancing.

### **Chair**

There is currently no marketing chair. Most of the members are new or at-large. Davis asked the group if someone could take over as chair of economic development if Rust moved back to the marketing chair (but stayed on both committees) Fields was willing to co-chair to learn and ease responsibilities while opening his second location. Dushoff offered to be the interim chair until then.

Dushoff moved to adjourn the meeting at 4:23pm, Galloway seconded, all approved.

**Downtown Community Improvement District  
Operations Committee Meeting  
August 20, 2020  
ZOOM**

**Present:**

Josh Safranski  
Tom Mendenhall  
Deb Sheals  
John Ott  
Chris Kelly

**Absent:**

Logan Dale

**Guests:**

Richard Stone

Becker called the meeting to order at 3:31pm.

Sheals moved to approve the agenda (moving Gateways to the end), Ott seconded, all approved.

**Update on Light Poles**

Staff is updating the agreement with the City to hang banners on the light poles, the last agreement was from 1987.

**Downtown Funds**

Stone updated the group that funding slated to go to a crosswalk and beacon on 4<sup>th</sup> street will go through an interested parties meeting. The City is currently surveying the site. Sheals asked about aesthetic improvements, funds Hohenstein believed could go to the planters. Stone responded that the city had no plans for the planters, the project was in Parks and Rec before COVID before it was discovered that the money was already spoken for. Ott would like to continue pursuing planter funding. Stone pointed out that the 4<sup>th</sup> and Broadway Crosswalk does not yet have council approval, so there is a chance the funding could be reallocated. The group agreed that a crosswalk was needed there. Ott stated that the city does not spend enough money on downtown considering it is the largest tourist impression of Columbia and the sales tax revenue generated from the area. Stone pointed out that most City projects have been pushed back a couple of years due to COVID, but sidewalk improvement funds could be used. The group discussed how to get tapped into that funding, Stone told them to send a wish list to of desired projects to Dave Nichols.

**Curbs**

Repair for curbs is currently on hold all over the City, they are only able to fix the pavement at the moment and are not pursuing aesthetic curb repairs. There is \$2 million planned to be set



aside for improvements that may help with curb repairs in the future. The group discussed how ice melts and flooding effects the curbs. Sheals asked about patching planters and getting on the list for some new ones when the funds become available. They talked about how the avenue of the columns needed repair and if any funds were set aside for that. The underlighting on the limestone needs to be disconnected because it is dangling from the cracked limestone. When asked, Stone informed the group that the repairs for the broken planter on Hitt (vehicular collision) would cost \$11,000, it is difficult to hire a mason, and it could be better to just remove it if they want different planters. The crosswalk design is important and will help will stormwater improvements. Stone told the group to be on the lookout for a memorial tree going in on at 7<sup>th</sup> and Park Ave, the group liked this location. The 9<sup>th</sup> Street and Elm crosswalk scramble is a summer 2021 project. They discussed the lack of walk way to Eat Well despite the fantastic improvements to the sidewalks on Providence. They talked about milling and overlaying on Walnut and 6<sup>th</sup> Street as well as some of Ash. Sheals moved to send a letter requesting the planter be removed from Broadway and Hitt, Kelly seconded, all approved.

### **Planters**

The City will not be planting the planters in 2021. Staff has reached out to Douglas HS and MU about taking over. There is still \$650 a month set aside for the planters in the 2021 budget. The group would like to see if making them adopt-a-spots was an option. Ott would like for Parks and Rec to continue removing the dead trees, even if they are not able to replace them. Davis will see if Block by Block can take inventory of the dead trees. They thought about if a master gardening club could take over the planters, watering is the main issue. Sheals would like to create deadlines.

### **Cherry Street Demo**

The new owners have a permit to demo the building and are able to do so at any time. No one has word on if they are still planning to rebuild yet.

### **Gateways Update**

Sheals updated that they have draft construction documents from Arcturus and should have a working park design to fine tune next week. She would like to set up a timeline and present the prices to the board in October.

Sheals moved to adjourn the meeting at 4:27pm, Ott seconded, all were in favor.

**Downtown Community Improvement District  
Marketing Committee  
August 25, 2020  
ZOOM**

**Present:**

Kalle LeMone  
Deb Rust  
Mark Sulltrop  
Christina Kelley  
Heather McGee  
Munir Mohammad

Davis called the meeting to order at 3:31pm.

Sulltrop moved to approve the agenda, Rust seconded, all were in favor.

**Chair**

Rust stepped down as the economic development chair to step back up as the marketing chair since Garcia left, the full committee voted in favor.

**Vantage**

Vantage has been running the same image marketing campaigns since the beginning of COVID to try to promote curbside services and shopping locally online. Because COVID derailed the geofencing campaign, we had extra funds with Vantage and were able to use them on a photoshoot. The District will now have good pictures of social distancing and mask use. This is the last month before the switch to Virtual Caledron.

**Events**

Adonica Coleman is rolling with ideas for the Amazon style site on our platform. Davis asked the group what Halloweenie and Living Windows could look like virtually or half online half in-person. Davis had also been talking to Jason about the Caffeine Crawl and if it could be online and the tickets would buy samples to take home and do the tasting virtually. If Jason would not prefer that, the CID could use Adonica this year and go back to Jason next, when hopefully in-person again. Davis is concerned about blocking off smaller coffee shops and reaching the small capacity limits. She believes that using the Atrium to really spread people out could be a good option as well. Last year's groups were already too big, there would have to be no more than five in a group if in person because masks would have to come off to sample. It was pointed out that the participants could pick up a box of samples from a centralized location or make the cut off smaller for people to sign up and move the event up to October. Mohammad pointed out that a lot of people came from out of town for the event last year and the group would likely be smaller just missing out on those people. Kelley suggested having the crawlers pick up free sample items at their leisure and then they may buy other items while there and then more can participate without crowding. She would like to be extra cautious of bad photo opts to make people appear to be breaking the rules. Mohammad asked if the coffee shops could all put

together a coupon to add to the bundle and send it to all the participants, that way the tastings could be spread out and they could pick it up on whatever day they pleased since it would be difficult to control miscellaneous groups of people coming together. If it was run through Adonica, the ticket sales could be split between the participating businesses. The price range could be figured out based on the value of the package, the amount participating and if it was mailed or picked up. The committee decided to set October 24<sup>th</sup> as their date.

#### Street Closures for Home Games

Davis informed the group that the CVB and Chamber were working with her on closing 9<sup>th</sup> Street down for MU home games. There would be a walkway down the middle of the street but it would be open for retailers and restaurants to spread out and social distance. Carry out and curbside logistics were a concern as well as who would police masks and clean trash.

#### Holiday Shopping

Davis pointed out that other cities were trying to extend the holiday shopping season to keep people safe and shopping locally. Passports and gift guides could help people shop locally online and in person but thin out the crowds. The passports could just be for the first 1,000 people.

#### Halloweenie

The city keeps asking about the plan for Halloweenie. The CID is getting masks and PPE bags from the CVB CARES funding. The health department and CPD could potentially patrol the event. The committee was unsure if the event could be done safely. Kelley suggested cancelling, no one would buy in. Many committee members felt sure some members of the public would show up anyway like they have for years even if it were cancelled. There needed to be a safe solution. People could take specific routes through downtown to keep distance or have people pick up a bag ahead of time and make it virtual. The event has to happen in some capacity to receive the CARES fund. They could make it into a candy crawl. Davis would ask Adonica for ideas on how to salvage it.

#### Holiday Shop Hop and the Magic Tree Lighting

Davis would like to do the Shop Hop with a virtual component similar to the Spring Shop Hop. There could be a drive thru viewing of the new holiday lights and the magic tree. The tree lighting could easily be on live. They liked the passport idea to extend the holiday shopping season. This would start November 9<sup>th</sup>.

#### Living Windows

This event could be a live virtual or have a specific route with some people in cars and some on foot as long as the windows weren't blocked. LeMone thought that a drive thru Halloweenie could be the answer and the committee agreed. Businesses could throw candy to the kids in cars and it would help promote the safety and drivability of downtown. The roads would have to be marked well so that random people did not get stuck in the slow-moving car parade. Living Windows will be on December 7<sup>th</sup>.

### Small Business Saturday

This could go virtual if people are not sick of virtual events by then. They would have to find a way to switch it up. They could do a gift guide with Adonica's platform and launch a campaign for a whole shop small season that day even though Shop Small Saturday is a national campaign. They could make every Saturday of the holiday season shop small Saturday to thin crowds and keep the love going.

### Armchair Telethon

LeMone sold \$200 in gift cards from it. Skylark made \$1200 from it but at minimum everyone who did it got their \$100 back. Many businesses were upset because they thought the District was putting it on and they were not invited or able to join.

Rust moved to adjourn the meeting at 4:37pm, Sulltrop seconded, all approved.

**Downtown Community Improvement District  
Gateways Committee  
August 27, 2020  
ZOOM**

**Present:**

Kenny Greene  
Josh Safranski  
Christina Kelley  
John Ott  
Chris Kelly  
Deb Sheals  
Tootie Burns

**Guests:**

Amy Schneider  
Gabe Huffington  
J Stephens  
T Guzman  
Brian Bormeister  
Mike Griggs  
Mike Snyder  
Brian Waite

Sheals called the meeting to order at 1:03pm.

**Update**

The draft is almost complete. Sheals shared the drawings and requested Arcturus change the word "sign" in the design guidelines to "structure" so that the sign ordinance did not apply to the plaza. Arcturus stated that they are sending as much information without shop drawings to the fabricators as possible in case they have better ideas for the actual fabrication of the globe. They will receive drawings back from the interested fabricators. Sheals added dimensions to a site plan on page 9 in red to make visualization easier. The group discussed the current planned location of the structure and whether or not it needed to slide further south. The keyhole in front of City Hall is about 20 feet from the curb and the Columbia Sculpture is set to be 22 feet to give the group a frame of reference, however, the keyhole is much higher. Burns stated that the globe is the focal point, so maybe sliding everything to the south would bring it more center. Arcturus pointed out the moving the sculpture back five feet would require a 3-inch drop in grade for ADA requirements. Sheals feels that the move is worth it to keep people out of the street when taking photos. Safranski asked the group how they believed people would interact with it the most and from which direction. Kelley stated that this was just a gateway into downtown, people on foot were supposed to hang out in the park more so than at the sculpture other than viewing it and taking photos. People from Flat Branch Park will visit from the left and the site was chosen because the sculpture would be visible from four different roads. People wanting photographs of the full sculpture would likely take them from across the

street. The large sidewalk will help people on foot feel like against a wall of traffic. Mark Stevenson had wanted the sculpture moved south to create enough space for his entrance off the road which the plan had fought against and now they are discussing doing so slightly anyway. The group discussed where they could add columns as in the design someday, Arcturus suggested putting it in the bid as an alternate. The landscape in the background of the picture will be soft trees after a couple years of them growing. The group further discussed moving the sculpture in light of purpose, compromises, grading, the overall slope of the lot, visibility, and more. They decided shifting 5 feet south and changing the grade would be beneficial overall and change the hinge point of the structure. The light pole that is currently there will have to move. They then moved on to the short retaining wall behind the sculpture or if just sloping would be preferable. Ott wanted to avoid graffiti-able surfaces. They discussed if just stepping down from the sculpture would be safe enough and Burns pointed out that they could add it after the fact if it seems necessary. There will be no wall in the plan, a 13ft walkway around the structure and people will be able to get a picture of at least the globe from the sidewalk.

#### Letters

Arcturus had just planned on doing an elevation drawing of the letters, not the whole Plaza. The CID cannot afford the \$5,000 3D rendering of the plan. Arcturus asked the group about the finish they would like on the letters, the spacing of the letters, and the material. The plan is marked with 42 inches between the letters but the group decided on 48 inches between letters after the site visit to make it more accessible. The committee decided they would like stainless steel in different colors or different brushes but they would not like it painted after Arcturus recommended painting parts of it with the paint similar to car paint to make the sides of the letters darker and give the sculpture more depth and dimension. Burns likes the stainless steel to keep the design simpler and let the natural shadowing do its work. The group would be open to a different surface treatment to make the steel more or less reflective. They like brushed steel as well. Greenery and the sky will be the backdrop, the letters will be 3 feet deep and five feet tall. The working committee would like to change the airport narrative on the side of the letters to be more generally transportation and discussed other small edits to the narratives.

#### Fencing

The committee moved on to discussing the fencing around the structure. They would like a small guardrail situation but galvanized and painted black, so it was less distracting. Drop-offs of more than 30 inches have to have one. The fencing would start at the stairs and go left along the back of the sculpture behind the letters. They would like this to be low maintenance and durable.

#### Landscaping Plan

Arcturus ran through their current plan for landscaping which included fountain grass, Black-Eyed Susans, turfgrass, and more. Zelkovas will be behind the letters and can usually last 15-20 years in urban settings. Mike feels this will be great seasonal color and a good variety.

#### Lighting/Up lighting

The group would like to prep for lighting at the least and maybe take away some of the ground covering. They discussed putting out bollards for up lighting and also to protect the sculpture from cars, however this would create a visual block. They may just install a conduit and deal with lighting later after installing the columns.

#### Timeline

Sheals Would like the CD to be done by the 10th in the bid to go out on the 15th with the design finalized by the end of the month. The bid would need to be publicly advertised for 3 1/2 weeks. Bids will be due October 8th at 2:00 PM to look at before the board meeting so the group can come up with a recommendation. Afterwards they will need public input, and after public input they can sign on the contract. They discussed how to have a public input session; it can still be in person outside. Then the plan will have to go to council as its final step. The group is seeking public input because of the current state of the world and economy. They would like to have an open house to show off the plans. The group discussed how to best select a bid (best at the lowest price)

#### Public Comment

The pavers and if they could be included in the design were brought up. Sheals has some in her garden that she will bring for an example. The city has many stored from the old brick roads and the group believes they would not need more than 200.

Sheals moved to adjourn the meeting at 2:35pm.

**Downtown Community Improvement District  
Board Meeting  
August 28, 2020  
ZOOM**

**Present:**

Deb Rust  
Kenny Greene  
Tom Mendenhall  
Deb Sheals  
Kalle LeMone  
Adam Dushoff  
Munir Mohammad  
Mike McClung

**Guests:**

Robert Hollis

Greene called the meeting to order at 9:07am.

Dushoff moved to approve the agenda, Rust seconded, all were in favor.

**Assesment Rate**

CID staff will write the letter and resolution to make the tax rate official. Greene asked the board if they would like to keep the current assessment rate for property taxes the same. The group felt that keeping the assessment the same was a wise decision this year. Mendenhall moved to approve the tax rate staying the same, Dushoff seconded, all approved.

**Public Comment**

Davis informed everyone that the City was currently making an announcement about bars and restaurants.

Greene moved to adjourn the meeting at 9:10am, Mendenhall seconded, all were in favor.



**Downtown Community Improvement District  
Executive Committee  
September 1, 2020  
ZOOM**

**Present:**

Mike McClung  
Logan Dale  
Kenny Greene  
Deb Sheals  
Munir Mohammad

Greene called the meeting to order at 3:30pm.

Mohammad moved to approve the agenda, McClung seconded, all were in favor.

**Diversity and Inclusion**

Davis informed the group about a DLC diversity and inclusion meeting she just attended. It was a bit outdated, from 2015, but still showed an apparent lack of minority businesses downtown. She would like to improve recruitment and the environment for minorities in economic development but would like the full board to go through a training in October. Mikel Fields and Jim Whitt will be putting together the presentation. On a somewhat related note, McClung asked if the CID was keeping track of businesses closing and opening. Davis responded that the staff are but not in a formal database capacity which she would like to be able to establish through economic development as well as a benchmarking program. Dale wondered if the taxes may be a good source of data.

**Board Agenda**

Davis would like to get all board members CTA trained with the CVB and is working on dates. She is working with the CVB and Chamber to close 9<sup>th</sup> Street from Broadway to Elm during game days. 51% of businesses on the street have to approve for it to succeed. The closure will be from 10am-10pm and require barriers and car barriers with a path down the middle for emergency vehicles and a walkway. Surrounding retailers and restaurants will be able to move out into the street and social distance. The CID would like the CVB to have their name on the closure to cover liability issues. The group would like to consider getting a liability on add for events anyway even though this is not an event. So far staff has 20 yes's and 2 no's from businesses. Davis submitted a curbside pickup report to the City Council which included a survey of the businesses. The responses were all positive, some would like to increase or decrease the number of spaces, others would like to adjust them but successful in their purpose. Glascock would like a three-month program to measure effectiveness and Fowler will fight for the CID to get continued use of the spaces. The Chamber and CVB are interested in helping fund the program if it became a charge. The board will need to update contracts with Omar, Hollis, and 4AChange. Next month they need to open up the next set of board applications. The mayor requested an alternate for Jarvis, so the board will have to vote, staff

will recommend proceeding with the person will the second highest number of votes, Brickner. They will discuss a policy for alternates after a miscommunication with Hollis.

Sheals moved to adjourn the meeting at 3:57pm. McClung seconded, all were in favor.

**RESOLUTION NO. 2020-35**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT REQUESTING THAT THE MAYOR OF THE CITY OF COLUMBIA, MISSOURI, APPOINT ARIC JARVIS AS DIRECTOR TO COMPLETE THE REMAINING TERM OF ONE DIRECTOR, JESSE GARCIA, ENDING FEBRUARY 2021.**

**THE FOLLOWING ALTERNATE BOARD MEMBER IS PROPOSED: MELANIE BRICKNER**

**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 **ARIC JARVIS** as Director to complete the remaining term of one Director, **JESSE GARCIA**, ending February 2021. **THE FOLLOWING ALTERNATE BOARD MEMBER IS PROPOSED: MELANIE BRICKNER**

**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 **ARIC JARVIS** as Director to complete the remaining term of one Director, **JESSE GARCIA**, ending February 2021, for the Downtown Community Improvement District pursuant to the Act and the Ordinance cited above.

**THE FOLLOWING ALTERNATE BOARD MEMBER IS PROPOSED:  
MELANIE BRICKNER**

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 appointment of said Directors as made by the Mayor of the City of Columbia.

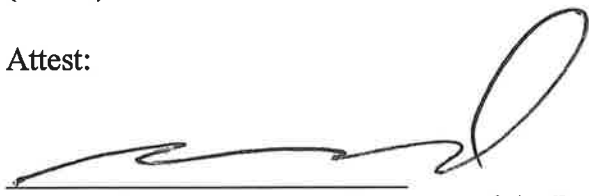
3 This resolution shall be in full force and effect from and after its passage by the Board of Directors.

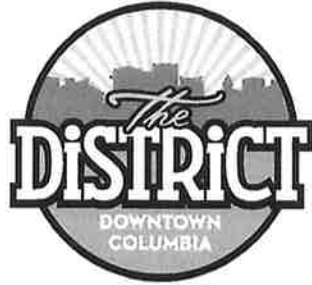
Passed this 8th day of September 2020.

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

(SEAL)

Attest:

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



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## Slate for Replacement Director

September 8, 2020 – February 6, 2021

### Downtown CID Board of Directors

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- *The candidate has been selected to represent the diverse stakeholders of the Downtown CID, complimenting the experience, skills and interests of the balance of the board.*
- One 6 Month Term: September 2020 – 2021
- Expiring Term: Jesse Garcia
- Board Election Conducted: September 8, 2020
- Elected Slate:
  - Aric Jarvis

Name: **Aric Jarvis**

Business Representation: The Broadway Double Tree Hotel

Contact Information: Email – [Aric.Jarvis@Hilton.com](mailto:Aric.Jarvis@Hilton.com) Cell Phone – (660) 287-0190

Qualifications: Jarvis brings hospitality and tourism knowledge to our board. He has feet on the ground knowledge of The District as well as fundraising expertise helpful for our continued work on the Gateway project.

- Elected Alternative Slate:
  - Melanie Brickner

Name: **Melanie Brickner**

Business Representation: The Tiger Hotel

Contact Information: Email – [mb@thetigerhotel.com](mailto:mb@thetigerhotel.com) Phone – (573)268-8027



The District · Downtown Community Improvement District  
11 S. Tenth Street · Columbia, Missouri 65201 · (573) 442-6816  
[discoverthedistrict.com](http://discoverthedistrict.com)

September 8, 2020

Honorable Mayor Treece  
City of Columbia  
701 East Broadway  
Columbia, MO 65205

Re: Downtown CID Slate for Replacement of Director, Jesse Garcia

Dear Mayor Treece:

The Downtown CID Board respectfully submits a slate of one board candidate and one alternative candidate to complete the term of Jesse Garcia, for your consideration. This uncompleted three-year board position term runs through February 6, 2021.

The proposed board member is:

- Aric Jarvis

The proposed alternative board member is:

- Melanie Brickner

Attached is information regarding the candidate, selected to represent the diverse stakeholders in the Downtown CID. Please let me know if I can provide additional information or answer any questions.

Sincerely,

Nickie Davis  
Executive Director  
Downtown Community Improvement District

Cc: City Council Members  
Sheela Amin, City Clerk  
John Glascock, City Manager  
Nancy Thompson, City Attorney  
Kenny Greene, CID Chair

#### CID BOARD

Logan Dale  
Landmark Bank

Adam Dushoff  
Addison's

Mikel Fields  
Creaked Up Mobile

Auben Galloway  
Callahan and Galloway

Kenny Greene  
Monarch Jewelry

Van Hawxby  
DogMaster Distillery

Heather McGee  
On The Rocks

Michael McClung  
Dungarees, Resident

Tom Mendenhall  
The Lofts at 308 Ninth

Josh Safranski  
Alpine Shop

Deb Sheals  
Historic Preservation Consulting

Deb Rust  
Tellers

Kalle LeMone  
Nourish Café

Munir Mohammad  
Short Wave Coffee/Boone Olive Oil

