



**BOARD OF DIRECTORS MONTHLY MEETING
TO BE HELD**

**July 13, 2020 at 11:00 a.m.
at 4512 Manchester Avenue
St. Louis, MO 63110**

NOTICE & PROPOSED AGENDA

Please Note: Due to COVID-19, physical access to the general Board meeting by the public will be closed and replaced by Zoom Conference.

Please sign in at <https://zoom.us/j/92944439480> (Meeting ID: 929 443 9480) or call by phone at 1-312-626-6799.

TAKE NOTICE that on July 13th, 2020 at 11:00 a.m. at 4512 Manchester, St. Louis, MO, 63110, the Grove Community Improvement District (the "District") will hold its public Monthly Meeting to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. Call to Order
2. Approval of Previous Minutes
3. Chairs Report & Announcement of the Order of Business
4. Public Comments & Questions
 - a. Carrie Burnett
5. Committee Reports:
 - a. Safety and Security Committee
 - i. Campbell Security (Chris Saracino)
 - ii. Free2Grow Contract—Approved and Executed
 - b. Executive Committee
 - c. Finance Committee
 - i. Financial Reports
 - ii. Resolution 2020-1: Budget FY 2020-2021
 - d. Marketing Committee
 - i. Social Media services update
 - ii. Website update
 - iii. Creating a Marketing Plan and “Mission Statement”
 - iv. Flags
 - e. Public Services Committee
 - i. See “Other Business”
 - f. Nominations Committee
6. Administrator’s Report
 - a. Special Assessment
 - i. Signature Forms for Property Owners
 - b. Grove Sign Update
 - c. Board Slate Update
7. Other Business
 - a. Public Services- Grove Sign Support RFP

• The Grove Community Improvement District •

4512 Manchester #100 Saint Louis, MO 63110 (314) 535-5311

<http://www.thegrovestl.com/>



This meeting is open to the public; provided, however, that a portion of the meeting may be closed pursuant to Section 610.021 RSMo with explicit notice of the reason for closure.

Representatives of the news media may obtain copies of this notice, and persons with disabilities wishing to attend can contact: Park Central Development, 4512 Manchester #100, St. Louis, 63110, (314)535-5311.

DATE POSTED: 7-9-2020

Time: 10:00 AM

• **The Grove Community Improvement District** •

4512 Manchester #100 Saint Louis, MO 63110 (314) 535-5311

<http://www.thegrovestl.com/>

**Grove CID Board of Director Meeting
June 8th, 2020 at 11:00 AM
at 4512 Manchester, St. Louis, MO 63110**

Board Members Present: K. Kenter, T. Boldt, D. Bellon, P. Rothschild, C. Schloss, G. Slay, J. Baumstark, J. Oliver

Board Members Absent: F. Mohammad, T. Telnikova, S. Myers

Others in Attendance: A. Graham, A. Johnson, A. Abdullah (Park Central Development); Captain Marks (2nd District); Chris Saracino (Campbell Security); Ron Coleman (Neighborhood Improvement); Brian Phillips (Washington University)

1. Call to Order:

- a. K. Kenter called the meeting to order at 11:00 AM.

2. Approval of May 11th, 2020 Minutes:

- a. G. Slay motioned to approve the 5-11-2020 meeting minutes. J. Oliver seconded the motion. All in favor, motion passes.

3. Chairs Report & Announcement of the Order of Business:

4. Public Comments and Questions: N/A

5. Committee Reports:

- a. Safety and Security Committee

- i. 2nd District- No comments.
- ii. Campbell Security- Chris Saracino presented the secondary security report. One shift was missed and replaced with another. There was a security presence during the protests, and there were no incidents.
- iii. Free 2 Grow Proposal- K. Kenter presented the proposal and the Executive Committee recommendation to move forward with negotiations. There was some discussion involved. D. Bellon voiced his concerns with moving forward. J. Baumstark motioned to move forward with contract negotiations. C. Schloss seconded the motion. D. Bellon opposed. Majority in favor, motion passes.

- b. Executive Committee: No updates.

- c. Finance Committee:

- i. T. Boldt presented the financial reports.
- ii. Washington University Grant- B. Phillips made himself available for questions or comments about the Washington University Grant. Washington University has had to make a number of cutbacks in financial contributions and the Grove CID will not be receiving its usual Safety and Security support. Washington University will be reassessing as time progresses. G. Slay and P. Rothschild expressed their gratitude for B. Phillips and all the work Washington University has put into the neighborhood throughout the years.

d. Marketing Committee:

- i. G. Slay presented the Marketing report. The social media contractor has been placed on hold and they will be having a meeting this month to decide if they should put a new RFP out.

e. Public Service Committee:

- i. Grove Sign Support RFP- G. Slay and J. Oliver informed the Board that they were still looking into the details of the proposals and getting some questions answered through PCD. They will meet again with more information to make a final recommendation.

f. Nominations Committee:

- i. No report.

6. Administrator's Report:

- a. Special Assessment and Expansion- A. Graham has been in contact with the lawyers. The petition is ready, and they can start collecting signatures for the Special Assessment. The expansion will require 3 petitions for the three different sections.

- i. Changes to CIDs- A. Johnson informed the Board about a Bill in the state that will require a full City-wide vote for special taxing districts to collect sales tax. The Grove CID's sales tax will expire in 2028. If this Bill passes, they will have to have a City-wide vote to renew, which would be cost prohibitive.

- b. Contracts expiring

- i. ATBM- A. Graham presented the new contract from ATBM. J. Baumstark motioned to approve the contract. G. Slay seconded the motion. All in favor, motion passes.

- ii. Drury- A. Graham presented the new contract from Drury with the flower choices. J. Baumstark motioned to approve the contract. G. Slay seconded the motion. All in favor, motion passes.

- iii. Park Central Development- A. Graham presented the new contract from Park Central Development, noting the COVID-19 clause and the new pricing. PCD reserves the right to charge extra for services not listed in the contract. P. Rothschild motioned to approve the contract. J. Baumstark seconded. G. Slay abstained. Majority in favor, motion passes.

- c. Board Slate Update- A. Graham informed the Board that the new slate has not been approved at the City yet.

7. Other Business: None.

8. Adjournment: Meeting adjourned at 12:24 PM.

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is dated as of 7-4-20, 2020 between The Grove Community Improvement District, a community improvement district and political subdivision of the State of Missouri (the "CID"), and Free To Grow, LLC d/b/a Free-2-Grow, a Missouri limited liability company ("Service Provider").

WHEREAS, subject to the terms and conditions of this Agreement, the CID desires to retain Service Provider to provide certain services to the CID, as hereinafter further described, and Service Provider desires to provide certain services to the CID on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Services. Beginning on the date of this Agreement, the Service Provider shall provide or cause to be provided to the CID the following services: (i) ensuring the performance of Campbell Security and Service Group, LLC's (the "Contractor") obligations in compliance with that certain 2019 Security Service Agreement between the CID and Contractor; (ii) providing software services related to the Guardso Security Guard Management System software including, but not limited to, its mobile applications and related onboarding training and technical support for Contractor's employees; (iii) verifying invoices submitted by the Contractor; (iv) the scheduling of Contractor's employees for patrols; and (v) verifying Contractor's compliance with scheduled routes and patrols, all of which are more particularly described on the attached Exhibit A, which is attached hereto and made a part hereof (the "Services"). Service Provider shall provide such Services in accordance with the terms of this Agreement and in accordance with the attached Exhibit A.
2. Fee. The CID shall pay to the Service Provider a monthly fee in the amount of \$2,750.00 (the "Fee"). The payment of the Fee shall be made in accordance with written invoices submitted by Service Provider detailing the work performed, the person or persons performing the work, the detailed fees and costs thereof, and otherwise in accordance with the terms attached hereto as Exhibit A. Notwithstanding anything to the contrary contained herein, the Service Provider shall submit no more than one invoice per month. The CID shall remit payment to the Service Provider within thirty (30) days after receipt of the written invoice.
3. Term. The initial term of this Agreement shall be for a period of one (1) year from the date of this Agreement, unless sooner terminated as set forth below. Either party hereto may terminate this Agreement upon thirty (30) days prior written notice to the other party hereto; provided that, a party may terminate this Agreement effective immediately if the other party has materially breached its obligations under this Agreement. Section 4 of this Agreement shall survive the termination of this Agreement. Notwithstanding the foregoing, the CID shall have the right to extend this Agreement for two (2) additional one (1) year periods subject to further approval by the CID's Board of Directors and subject to appropriation of the necessary funds by the CID.

4. Indemnification. The Service Provider will indemnify, defend, and hold harmless the CID and its directors, employees, agents, representatives and affiliates (each being an "Indemnified Party") from and against any and all losses, claims, damages and liabilities to which such Indemnified Party may become subject under any applicable federal or state law, any claim made by any third party or otherwise, relating to or arising out of the engagement of Service Provider, pursuant to, and the performance by Service Provider of the services contemplated by, this Agreement, and the will reimburse any Indemnified Party for all reasonable costs and expenses (including attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party hereto.

5. Insurance. Service Provider will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:
 - a. Worker's Compensation. Worker's compensation statutory coverage as required by the state of Missouri;
 - b. Employer's Liability. Employer's liability statutory coverage as required by the state of Missouri;
 - c. Automobile. Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by the Service Provider; and
 - d. General Liability. Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with a limit of at least \$1,000,000 for each occurrence with a \$2,000,000 general aggregate limit.

The Service Provider shall furnish the CID with certificates evidencing such insurance coverage, listing the CID as an additional insured and providing a waiver of subrogation. Service Provider shall require that any of its agents, representatives, consultants, or any party engaged by Service Provider in connection with this Agreement maintain insurance policies consistent with the terms set forth in this Agreement. The insurance policies set forth in this Section 5 shall not be cancelled or expire without at least thirty (30) days written notice to the CID.

6. Independent Contractor Status. Service Provider shall be deemed to be an independent contractor and shall have no authority to act for, bind, or represent the CID.

7. Binding Effect; Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement may not be transferred or assigned by the Service Provider without the prior written consent of the CID.

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes any earlier agreement with respect to the subject matter hereof. This Agreement may be amended or modified, or any provisions hereof may be waived; provided that such amendment or waiver is set forth in a writing executed by the parties. The CID shall not be bound by any statements, agreements, or representations not specifically set forth herein, unless the same be reduced to writing and signed by the CID and the Service Provider.
9. Waiver. The failure of one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or waiver of the provision itself.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether in the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.
11. Warranties and Representations of Service Provider. Service Provider hereby represents, warrants, and covenants to the CID that: (1) it has the lawful power and authority to enter into this Agreement; (2) acting through its duly authorized officers or representative it has authorized the execution of this Agreement; and (3) neither the execution nor the fulfillment of or compliance with the terms hereof, conflicts with or results in a breach in the terms, conditions, or provisions of any restriction, agreement, or instrument to which Service Provider is a party or by which it is bound.
12. Authority. The person executing this Agreement on behalf of Service Provider warrants and represents to the CID that he or she is authorized to execute this Agreement on behalf of the Service Provider and is a binding obligation on behalf of the Service Provider.
13. Notice. All notices, demands, and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by email or nationally recognized air express carrier, or sent by registered or certified mail, return receipt requested, to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith:

If to the CID: The Grove Community Improvement District
447 N. Euclid
St. Louis, MO 63108
Attn: Jim Whyte
Email: jwhyte@cwensi.com

With a copy to: Park Central Development
4512 Manchester Ave.

Suite 100
St. Louis, MO 63110
Attn: Ashley Johnson
Email: ashley@pcd-stl.org

And a copy to: Husch Blackwell LLP
190 Carondelet Plaza
Suite 600
Clayton, MO 63105
Attn: Patrick Eckelkamp
Email: Patrick.Eckelkamp@huschblackwell.com

If to Service Provider: Free To Grow, LLC d/b/a Free-2-Grow
1710 Fenpark
Fenton, MO 63026
Attn: Nathan Keller
Email: nate@free-2-grow.com

Except as otherwise expressly provided herein, each notice, demand, and other communication (i) shall be effective three (3) business days after deposit when deposited in the mail, postage prepaid, addressed as aforesaid, (ii) shall be effective upon sending when sent by email; (iii) shall be effective one (1) day after dispatch when dispatched through a nationally recognized overnight courier service; and (iv) shall be effective upon delivery when hand delivered. Either party may change its address by a communication in accordance herewith.

14. Breach. In the event of a breach of any of Service Provider's obligations hereunder, the CID shall have the right to immediately terminate this Agreement, and the CID shall be entitled to any remedies available at law or in equity.
15. Counterparts. This Agreement may be executed in multiple counterparts, each of which taken together shall constitute a fully-executed original instrument.

[The remainder of this page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first set forth above.

THE GROVE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name: _____
Title: _____

FREE TO GROW, LLC D/B/A FREE-2-GROW


By:  _____
Name: Nathan Keller
Title: Co-Founder / CEO

Exhibit A

Proposal

(see attached)

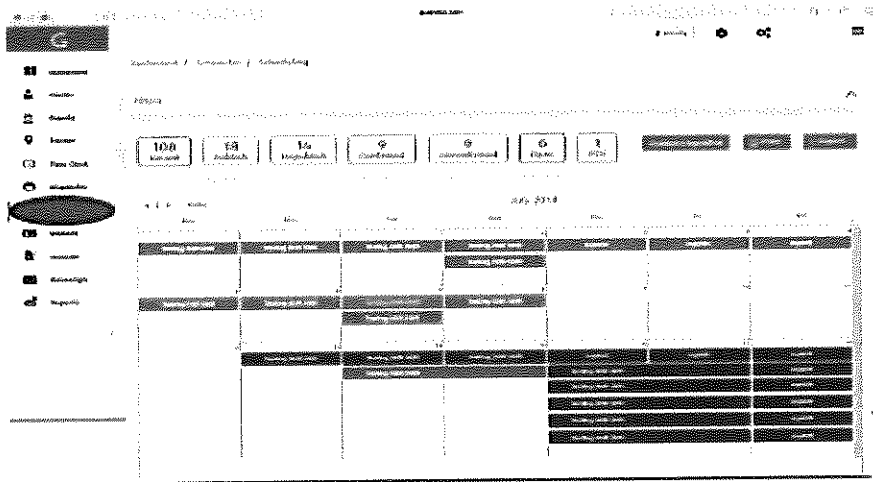
Invoice Verification

- Free-2-Grow will coordinate bi-weekly (1st/15th of every month) with Campbell Security to verify all invoices
- Campbell Security will send Free-2-Grow all invoices for verification. Free-2-Grow will review all officer shifts (tracking, shift starts/stops) to ensure invoices are accurate. Free-2-Grow will identify and discuss any invoice discrepancies with Campbell Security and will include the safety and security committee for The Grove.
- Once the invoice has been verified it will be sent to the Park Central for payment processing. Verified invoices will be sent bi-weekly (1st/15th of every month)

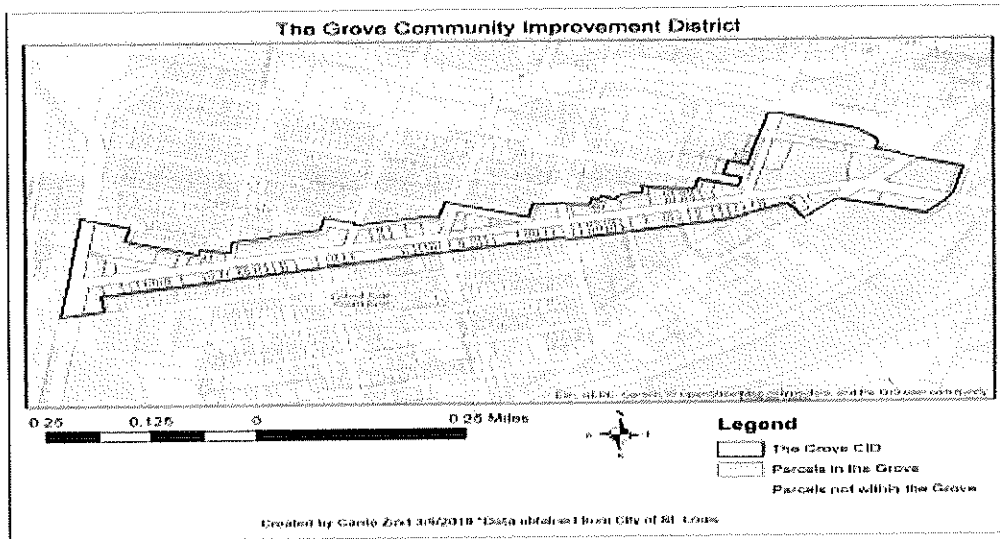
Patrolling and Tracking

- Free-2-Grow will coordinate weekly with Campbell Security and the Grove CID (when requested) to schedule & set patrol routes
- Utilizing the Guardso Security Guard Management System, Free-2-Grow will establish patrol routes and site tours ensuring that every officer is accounted for during their shift.
- Secondary officers will be tracked using GPS (to include real-time GPS tracking) technology. Timestamped photos will be included as a requirement for officers at any given or requested location.
- During the onboarding process, all secondary security officers will train on the Guardso Mobile Application to include processes on how to check-in at a tour site, review post orders (ex. Take a picture at this location, etc).
- Geofencing will be established around the Grove CID to ensure route and boundary compliance. Alerts will be sent using the Guardso Mobile Application for any officer that patrols beyond the boundary.
- Free-2-Grow staff will conduct multiple random "spot-checks" per month. These will be visible inspections to ensure officer compliance

Screenshot of the scheduling interface:



Screenshot of the patrol tours map:




Scheduling and Confirm Weekly Patrols

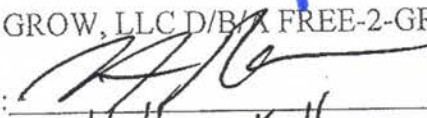
- Free-2-Grow -- in conjunction with the Grove CID and Campbell Security Group -- establishes and manages processes and procedures for ensuring contractual compliance as it relates to the contractors obligation to the CID and the Grove. Free-2-Grow leverages existing staff and will integrate "Security Specific" customer relationship management system and tracking software to ensure contractual standards for patrol scheduling, tracking and invoicing are adhered to.
- Free-2-Grow will coordinate weekly with Campbell Security to schedule & confirm weekly patrols
- Free-2-Grow will receive a detailed patrol roster from Campbell Security by 12:00PM on the Monday of that patrol week. Free-2-Grow will upload the upcoming weekly guard roster & schedule into the Guardso Security Guard Management System.
- During the onboarding process, all secondary security officers will be trained on the Guardso system to include the scheduling system (ex. How to access and view all upcoming schedules, confirming schedules, etc.)
- During the week, Free-2-Grow will coordinate directly with Campbell Security for any changes to the roster
- Free-2-Grow will make necessary adjustments when needed and when directed by Grove CID Board of Directors

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first set forth above.

THE GROVE COMMUNITY IMPROVEMENT DISTRICT


By: _____
Name: KELLY KENTER
Title: CHAIRMAN

FREE TO GROW, LLC D/B/A FREE-2-GROW


By: _____
Name: Nathan Keller
Title: Co-Founder / CEO

The Grove Community Improvement District

Balance Sheet

As of June 30, 2020

| | <u>Jun 30, 20</u> |
|--|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Reliance (4124) | 3,526.00 |
| Operating (9310) | 30,538.21 |
| Sales and Use Tax (0668) | 281,953.20 |
| Special Assessments (3269) | 2,372.28 |
| Total Checking/Savings | <u>318,389.69</u> |
| Accounts Receivable | |
| Other Accounts Receivable | 2,646.00 |
| Total Accounts Receivable | <u>2,646.00</u> |
| Other Current Assets | |
| CID Assmt Rec CY17 | 222.00 |
| CID Assmt Rec CY16 | 1,968.00 |
| CID Assmt Rec CY15 | 2,490.00 |
| CID Assmt Rec CY14 | 1,052.00 |
| Due to From Special Events | 60.46 |
| Prepaid Expenses | 709.00 |
| Total Other Current Assets | <u>6,501.46</u> |
| Total Current Assets | <u>327,537.15</u> |
| Fixed Assets | |
| Accumulated Amort-Intangible As | -4,579.00 |
| Intangible Assets | 11,775.00 |
| Total Fixed Assets | <u>7,196.00</u> |
| TOTAL ASSETS | <u><u>334,733.15</u></u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 20000 - Accounts Payable | 9,543.33 |
| Total Accounts Payable | <u>9,543.33</u> |
| Other Current Liabilities | |
| Deferred Inflows of Resources | 8,156.00 |
| Total Other Current Liabilities | <u>8,156.00</u> |
| Total Current Liabilities | <u>17,699.33</u> |
| Total Liabilities | 17,699.33 |
| Equity | |
| 32000 - Retained Earnings | 267,340.79 |
| Net Income | 49,693.03 |
| Total Equity | <u>317,033.82</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>334,733.15</u></u> |

The Grove Community Improvement District
Profit & Loss Budget Performance
June 2020

| | <u>Jun 20</u> | <u>Jul '19 - Jun 20</u> | <u>Annual Budget</u> |
|--|------------------|-------------------------|----------------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| 40000 · Revenue | | | |
| Security & Public Safety-Wash U | 0.00 | 9,750.00 | 65,000.00 |
| 46430 · Miscellaneous Revenue | 0.00 | 1.00 | |
| 41000 · Parking Lot Revenue | 0.00 | 2,564.00 | |
| 40150 · Special Assessments | 0.00 | 97,088.61 | 93,000.00 |
| 40100 · CID 1% Sales and Use Tax | 29,091.99 | 307,737.84 | 246,000.00 |
| 2015 Special Assessments | 0.00 | 451.85 | |
| 40200 · Interest Earnings | 0.00 | 332.89 | |
| Total 40000 · Revenue | <u>29,091.99</u> | <u>417,926.19</u> | <u>404,000.00</u> |
| Total Income | <u>29,091.99</u> | <u>417,926.19</u> | <u>404,000.00</u> |
| Gross Profit | 29,091.99 | 417,926.19 | 404,000.00 |
| Expense | | | |
| 60270 · Sponsorships | 0.00 | 32,000.00 | 47,460.00 |
| Additional Parking Enhancements | | | |
| Public Park. Lot Litter Control | 1,200.00 | 6,650.00 | |
| Total Additional Parking Enhancements | <u>1,200.00</u> | <u>6,650.00</u> | |
| 60100 · Administrative Support | | | |
| 60110 · Administration-Park Central | 0.00 | 43,782.00 | 45,000.00 |
| 60135 · General Liability Insurance | 0.00 | 19,945.89 | 10,000.00 |
| 60160 · Bank Fees and Charges | 0.00 | 163.04 | |
| 60140 · Audit Services | 0.00 | 4,500.00 | 10,000.00 |
| 60130 · Directors & Officers Insurance | 0.00 | 3,035.88 | |
| 60150 · Legal Services | 0.00 | 8,695.90 | 3,000.00 |
| 60165 · Miscellaneous | 0.00 | 2,123.43 | |
| Office Supplies | 0.00 | 0.00 | 0.00 |
| 60115 · Postage/Office Supplies | 0.00 | 440.95 | 500.00 |
| 60100 · Administrative Support - Other | 0.00 | 5.00 | |
| Total 60100 · Administrative Support | <u>0.00</u> | <u>82,692.09</u> | <u>68,500.00</u> |
| 60400 · Public Services | | | |
| 60415 · Public Pkg lot-Litter Control | 0.00 | 3,250.00 | 7,800.00 |
| 60410 · Litter Control | 4,300.00 | 24,841.90 | 23,400.00 |
| 60420 · Landscaping | 4,000.00 | 5,498.34 | 5,340.00 |
| 60425 · Weed Abatement | 850.00 | 2,375.00 | 1,500.00 |
| Total 60400 · Public Services | <u>9,150.00</u> | <u>35,965.24</u> | <u>38,040.00</u> |
| 60200 · Marketing | | | |
| Administration | 0.00 | 0.00 | |
| 60210 · Advertising | 0.00 | 450.00 | 4,000.00 |
| 60215 · Promotional Materials | 0.00 | 0.00 | 1,500.00 |
| 60220 · Website & Design Services | 0.00 | 9,750.00 | 4,670.00 |
| Special Events | | | |
| Flyover Comedy Festival | 0.00 | 5,001.00 | |
| Special Events - Other | 0.00 | 0.00 | 0.00 |

The Grove Community Improvement District
Profit & Loss Budget Performance
 June 2020

| | <u>Jun 20</u> | <u>Jul '19 - Jun 20</u> | <u>Annual Budget</u> |
|---|-------------------------|-------------------------|--------------------------|
| Total Special Events | 0.00 | 5,001.00 | 0.00 |
| Total 60200 · Marketing | 0.00 | 15,201.00 | 10,170.00 |
| 60300 · Public Improvements | | | |
| 60335 · Public Parking Lot Rental | 750.00 | 3,000.00 | 3,000.00 |
| 60315 · Street Lighting Impr-Electricit | 0.00 | 4,146.64 | 11,232.00 |
| 60325 · Holiday Decorations | 0.00 | 750.00 | 3,500.00 |
| 60310 · Grove Signs Electricity | 0.00 | 1,537.78 | 1,800.00 |
| 60320 · Grove Signs Repairs & Mnt | 0.00 | 19,338.48 | 4,200.00 |
| 60330 · Other Public Improvements | 0.00 | 900.00 | 4,870.00 |
| Total 60300 · Public Improvements | 750.00 | 29,672.90 | 28,602.00 |
| 60500 · Security & Public Safety | | | |
| 60515 · Spectrum (Camera/Internet) | 0.00 | 2,908.18 | 8,400.00 |
| Monthly Fee - Ford Explorer | 0.00 | 3,750.00 | 9,000.00 |
| 60510 · Administration-Security | 0.00 | 6,195.00 | 13,400.00 |
| CWE NSI | 0.00 | 15,000.00 | 30,000.00 |
| 60530 · Thursday Security Patrols | 280.00 | 34,547.50 | 50,131.25 |
| 60531 · Friday Security Patrols | 560.00 | 36,983.75 | 67,291.25 |
| 60532 · Saturday Security Patrols | 280.00 | 37,606.25 | 55,315.00 |
| 60533 · Sunday Security Patrols | 0.00 | 16,446.25 | 32,386.25 |
| 60534 · Other Security Patrols | 840.00 | 12,615.00 | 9,067.50 |
| Public Parking Lot Fund (existi | 0.00 | 0.00 | 0.00 |
| Reserve Funds | 0.00 | 0.00 | 0.00 |
| Total 60500 · Security & Public Safety | 1,960.00 | 166,051.93 | 274,991.25 |
| EXEC COMM ALLOCATION-SECURITY | 0.00 | 0.00 | |
| Total Expense | 13,060.00 | 368,233.16 | 467,763.25 |
| Net Ordinary Income | 16,031.99 | 49,693.03 | -63,763.25 |
| Net Income | <u>16,031.99</u> | <u>49,693.03</u> | <u>-63,763.25</u> |

RESOLUTION NO. 2020-01

**A RESOLUTION OF THE GROVE COMMUNITY IMPROVEMENT DISTRICT
ADOPTING THE ANNUAL BUDGET FOR 2020-21 AND DIRECTING THE SUBMISSION
OF SAME TO THE CITY OF ST. LOUIS, MISSOURI.**

WHEREAS, the fiscal year (the “Fiscal Year”) of the District is the same as the City of St. Louis, which begins July 1st of the present calendar year and ends June 30th of the following calendar year; and

WHEREAS, Section 67.1471.2 of the Community Improvement District Act, Sections 67.1401 through 6.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”), requires that the District submit to the governing body of the City of St. Louis, Missouri (the “City”), no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the start of each Fiscal Year a “proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such Fiscal Year”; and

WHEREAS, the District desires to approve such a Proposed Budget for the 2019-20 Fiscal Year to submit to the City; and

WHEREAS, the City had no comments regarding the Proposed Budget;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Grove Improvement District, as follows:

1. The Board of Directors of the District hereby accepts and approves the Budget for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021, attached as Exhibit A, subject to review and comment by the City.
2. The Board of Directors of the District hereby directs the Board Secretary, on its behalf, to submit the preliminary budget to the City.
3. The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Directors would have enacted the valid portion without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.
4. This Resolution shall be in full force and effect immediately from and after its adoption as provided by law. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of the Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Directors has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Adopted this 13th Day of July, 2020

Kelly Kenter, Chairman

ATTEST:

Chip Schloss, Secretary

| Ordinary Income/Expense | Proposed 2020- 2021 Budget |
|---|-------------------------------|
| Income | |
| Receipts | |
| Special Assessments | \$ 93,000.00 |
| CID 1% Sales and Use Tax | \$ 165,000.00 |
| Total Receipts | <u>\$ 258,000.00</u> |
| Total Income | <u>\$ 258,000.00</u> |
| Expense | |
| Administration (15%) | |
| | <u>\$ 38,700.00</u> |
| Marketing (3%) | |
| | <u>\$ 7,740.00</u> |
| Parking Enhancements (2%) | |
| | <u>\$ 5,160.00</u> |
| Public Services (8%) | |
| | <u>\$ 20,640.00</u> |
| Public Improvements (3%) | |
| | <u>\$ 7,740.00</u> |
| Security & Public Safety (54%) | |
| | <u>\$ 139,320.00</u> |
| Sponsorships (14%) | |
| | <u>\$ 36,120.00</u> |
| Total Expense | <u>\$ 255,420.00</u> |
| Net Ordinary Income | <u>\$ 2,580.00</u> |

Revenue by Percentage
Admin 15%
Security 54%
Sponsorship 14%
Public Improvements 3%
Public Service 8%
Parking Enhancements 2%
Marketing 3%