



BOARD OF DIRECTORS MONTHLY MEETING
TO BE HELD
September 13th, 2021 at 11:00 a.m.
Via Zoom

NOTICE & PROPOSED AGENDA

Please Note: Due to COVID-19, the Board of Directors meeting will be held by Zoom Conference.

Please sign in at <https://zoom.us/j/82711151730> (Meeting ID: 827 1115 1730) or call by phone at 312-626-6799.

TAKE NOTICE that on September 13th, 2021 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 (limited to 5 minutes per speaker)
5. Brandon Holzhueter, Tom Niemeier
 - a. Narwhals Public Presentation
6. Committee Reports:
 - a. Safety and Security Committee (Jessie Mueller)
 - i. Closed Session: Contracts and Bids
 - ii. Open Session: Security Reports
 - b. Executive & Finance Committees (Kelly Kenter/Joel Oliver)
 - i. Financial Reports
 - ii. Audit
 - iii. Sponsorships
 1. Flyover Comedy Festival
 2. UCBC Oktoberfest
 - c. Marketing Committee (Tatyana Telnikova)
 - i. Engage Taste Contract
 - d. Public Services (Guy Slay)
 - i. Alley Repaving- Ron Coleman
 - ii. Member Application: Shelley Niemeier
 - e. Nominations Committee (Kelly Kenter)
 - i. Green Street Representative
7. Administrator's Report
8. Other Business

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: 9/9/2021

Time: 1:00 PM

• 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
August 9th, 2021 at 11:00 AM
at 4512 Manchester, St. Louis, MO 63110**

Board Members Present: K. Kenter, T. Telnikova, C. Schloss, K. Spencer, N. Griffin, J. Mueller, D. Bellon

Board Members Absent: J. Oliver, G. Slay, F. Mohammad

Others in Attendance: Alayna Graham, Camryn Bright, Ashley Johnson, Abdul Abdullah (Park Central Development), Charlie Felker (Free-2-Grow), Ron Coleman (Neighborhood Improvement Specialist), Kimberly Smith-Drake (Wash U Redevelopment), Captain Marks (SLMPD District 2), Brady McAninch, Zach Gzehoviak (Flyover Comedy Festival), Jordan Foster (Midland States Bank), Matt Helbig (Moonlight Ramble), Matt Bauer (Green Street), Alderwoman Tina Pihl (17th Ward), Gerry Connolly, Michael Browning (Residents)

1. Call to Order:

- a. K. Kenter called the meeting to order at 11:02 AM.

2. Approval of July 12th, 2021 Minutes:

- a. D. Bellon motioned to approve the meeting minutes. S. Myers seconded the motion. Majority in favor, motion approved.

3. Chairs Report & Announcement of the Order of Business: None.

4. Public Comments and Questions: No comments or questions.

5. Ron Coleman- Alley Repavings:

- a. R. Coleman discussed that due to the active construction in the area, alleys are being torn up at a faster rate. It is not a priority to the city due to other higher priorities. Complaints have come from both residents and businesses.
- b. 4300 Manchester behind Boyle and Newstead is estimated at \$11,000.
- c. 4400 Manchester behind Boyle and Newstead is estimated at \$9,000.
- d. 4100 Manchester/Vandeventer behind Sarah and Talmage (behind Post Office) is TBD.
- e. K. Kenter recommends the discussion is tabled until full costs are known, and the Executive and Finance and Public Services committees can discuss the repavings.

6. Committee Reports:

- a. Safety and Security Committee:
 - i. J. Mueller reminded the Board of the sharp crime increase in the area and presented the NSI report. The committee has an issue with the current provider, Campbell, because they are looking for a comprehensive approach with detailed reporting.
 - ii. Captain Marks stressed the importance of the Grove to her. She states that 75% of her resources go toward the Grove. As part of her plan, Forest Park Southeast has been highlighted as an area requiring visibility every day, with the car being two-staffed.
 - iii. Marks informed the Board that funds from the Visibility Deterrence Initiative will go to the three parking lots of concern, with extra patrol going to them. Despite resources and funding going to the Grove, personnel and staffing is an issue for

the force. Any information, including missions and reporting, is communicated with Campbell Security through the Sergeant Murphy scheduler.

- iv. Marks stated that according to her statistics, all crime, aside from vehicle related crime, is down.
- v. The committee is still reviewing the response to the RFP by Free 2 Grow.

b. Executive & Finance Committee:

- i. A. Graham reviewed the financial reports, stating that bars and retail are up from previous years.
- ii. K. Spencer motioned to approve the financial reports. N. Griffin seconded the motion. All in favor, approved.
- iii. T. Telnikova explained that the \$4,000 sponsorship for the Manchester Bike Bash would go to logistics, security, and cleanup. K. Kenter informed the board that the Executive and Finance committee recommends sponsoring the event.
- iv. D. Bellon motioned to approve the \$4,000 sponsorship request for the Manchester Bike Bash. K. Spencer seconded the motion. All in favor, motion approved.
- v. D. Bellon motioned to approve the \$5,000 sponsorship request for the Moonlight Ramble. J. Mueller seconded the motion. All in favor, motion approved.
- vi. B. McAninch introduced the Flyover Comedy festival's \$12,000 ask. Each year the festival sees growth and impacts the Grove in many ways- lodging, food, and the venues. The ask is higher than previous years due to difficulty finding funding and closure of some venues.
- vii. The Board is supportive of the Flyover Comedy festival and what it brings to the Grove but requires more discussion time for the sponsorship request.
- viii. K. Spencer motioned to approve Jordan Foster's application to the Marketing Committee. S. Myers seconded the motion. All in favor, motion approved.

c. Marketing Committee:

- i. A. Graham is waiting for the city to report back on the banners. Green dining district status will be reestablished once enough businesses qualify.

d. Public Services Committee:

- i. A. Graham stated that the Grove signs are back, and the ball light repair was approved, to be done the second week of August.

7. Administrator's Report:

- a. A. Graham updated the board on the Grove Expansion.
- b. K. Spencer motioned to complete the petition with just the Raising Cane's property and connector property. J. Mueller seconded the motion. All in favor, motion approved.
- c. D. Bellon motioned to complete the petition with the Green Street property and connector property. N. Griffin seconded the motion. All in favor, motion approved.

8. Other Business: None.

9. Adjournment: Meeting adjourned at 12:10 PM.

The Grove Community Improvement District
Balance Sheet
As of August 31, 2021

	<u>Aug 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
Operating (9310)	62,550.38
Sales and Use Tax (0668)	301,327.49
Total Checking/Savings	<u>363,877.87</u>
Accounts Receivable	
Other Accounts Receivable	-23,415.85
Accounts Receivable - SE	-1,506.00
Sales Tax Receivable	60,443.61
Total Accounts Receivable	<u>35,521.76</u>
Other Current Assets	
CID Assmt Rec CY17	4,415.00
CID Assmt Rec CY16	1,056.00
CID Assmt Rec CY15	458.00
Prepaid Expenses	6,480.00
Total Other Current Assets	<u>12,409.00</u>
Total Current Assets	<u>411,808.63</u>
Fixed Assets	
Accumulated Amort-Intangible As	-11,775.00
Intangible Assets	11,775.00
Total Fixed Assets	<u>0.00</u>
TOTAL ASSETS	<u>411,808.63</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	34,447.85
Total Accounts Payable	<u>34,447.85</u>
Other Current Liabilities	
Deferred Inflows of Resources	7,212.00
Total Other Current Liabilities	<u>7,212.00</u>
Total Current Liabilities	<u>41,659.85</u>
Total Liabilities	41,659.85
Equity	
Fund Balance	-11,120.00
30000 · Opening Balance Equity	5,620.00
32000 · Retained Earnings	391,833.18
Net Income	-16,184.40
Total Equity	<u>370,148.78</u>
TOTAL LIABILITIES & EQUITY	<u>411,808.63</u>

The Grove Community Improvement District Profit & Loss Budget Performance August 2021

	Aug 21	Jul - Aug 21	YTD Budget	Annual Budget
Ordinary Income/Expense				
Income				
40000 · Revenue				
46400 · Reserves	0.00	0.00	34,500.00	207,000.00
46430 · Miscellaneous Revenue	674.80	3,126.45		
41000 · Parking Lot Revenue	585.00	585.00		
40150 · Special Assessments	0.00	9,231.81	0.00	93,000.00
40100 · CID 1% Sales and Use Tax	23,068.71	89,105.51	33,333.30	200,000.00
40200 · Interest Earnings	10.97	23.17		
Total 40000 · Revenue	<u>24,339.48</u>	<u>102,071.94</u>	<u>67,833.30</u>	<u>500,000.00</u>
Total Income	<u>24,339.48</u>	<u>102,071.94</u>	<u>67,833.30</u>	<u>500,000.00</u>
Gross Profit	<u>24,339.48</u>	<u>102,071.94</u>	<u>67,833.30</u>	<u>500,000.00</u>
Expense				
60270 · Sponsorships	4,333.34	4,333.34	6,666.70	40,000.00
60100 · Administrative Support				
60110 · Administration-Park Central				
60110-A · Special Assignments	0.00	0.00	10,000.00	10,000.00
60110 · Administration-Park Central - Other	0.00	22,670.00	0.00	50,680.00
Total 60110 · Administration-Park Central	<u>0.00</u>	<u>22,670.00</u>	<u>10,000.00</u>	<u>60,680.00</u>
60135 · General Liability Insurance	0.00	0.00		20,000.00
60140 · Audit Services	0.00	0.00	0.00	4,000.00
60130 · Directors & Officers Insurance	0.00	0.00	0.00	814.00
60170 · Storage Facility	52.66	105.32	116.66	699.96
60150 · Legal Services	0.00	0.00	500.00	3,000.00
60165 · Miscellaneous	2,640.00	2,640.00		
60115 · Postage/Office Supplies	0.00	0.00	41.70	250.00
Total 60100 · Administrative Support	<u>2,692.66</u>	<u>25,415.32</u>	<u>10,658.36</u>	<u>89,443.96</u>
60400 · Public Services				
60415 · Public Pkg lot-Litter Control	0.00	0.00	0.00	0.00
60410 · Litter Control	3,933.40	7,433.40	6,533.40	39,200.00
60420 · Landscaping	0.00	4,000.00	0.00	5,876.00
Total 60400 · Public Services	<u>3,933.40</u>	<u>11,433.40</u>	<u>6,533.40</u>	<u>45,076.00</u>
60200 · Marketing				
60210 · Advertising	0.00	0.00	666.70	4,000.00
60215 · Promotional Materials	0.00	0.00	250.00	1,500.00
60220 · Website & Design Services	1,000.00	2,000.00	778.40	4,670.00
60250 · Reserve Funds	0.00	0.00	0.00	0.00
Total 60200 · Marketing	<u>1,000.00</u>	<u>2,000.00</u>	<u>1,695.10</u>	<u>10,170.00</u>
60300 · Public Improvements				
60335 · Public Parking Lot Rental	0.00	0.00	0.00	0.00
60315 · Street Lighting Impr-Electricit	379.71	758.83	1,000.00	6,000.00
60325 · Holiday Decorations	0.00	0.00	0.00	3,500.00
60310 · Grove Signs Electricity	178.73	294.20	300.00	1,800.00
60320 · Grove Signs Repairs & Mnt	0.00	51,325.00	19,000.00	114,000.00
60330 · Other Public Improvements	0.00	0.00	0.00	0.00

The Grove Community Improvement District
Profit & Loss Budget Performance
 August 2021

	<u>Aug 21</u>	<u>Jul - Aug 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Total 60300 · Public Improvements	558.44	52,378.03	20,300.00	125,300.00
60500 · Security & Public Safety				
60515 · Spectrum (Camera/Internet)	0.00	0.00	0.00	0.00
60510 · Administration-Security	2,750.00	5,500.00	5,500.00	33,000.00
60530 · Thursday Security Patrols	2,682.50	4,642.50	6,960.00	41,760.00
60531 · Friday Security Patrols	1,776.25	5,416.25	6,960.00	41,760.00
60532 · Saturday Security Patrols	1,667.50	4,747.50	6,960.00	41,760.00
60533 · Sunday Security Patrols	0.00	560.00	2,320.00	13,920.00
60534 · Other Security Patrols	290.00	1,830.00	2,925.00	17,550.00
Total 60500 · Security & Public Safety	<u>9,166.25</u>	<u>22,696.25</u>	<u>31,625.00</u>	<u>189,750.00</u>
Total Expense	<u>21,684.09</u>	<u>118,256.34</u>	<u>77,478.56</u>	<u>499,739.96</u>
Net Ordinary Income	<u>2,655.39</u>	<u>-16,184.40</u>	<u>-9,645.26</u>	<u>260.04</u>
Net Income	<u><u>2,655.39</u></u>	<u><u>-16,184.40</u></u>	<u><u>-9,645.26</u></u>	<u><u>260.04</u></u>

The Grove Community Improvement District Transaction List by Vendor

Type	Date	Num	August 2021	Memo	Amount
A T Building/Anthony Trotter					
Bill Pmt -Check	08/05/2021	Bill.com	Inv 1289		-3,475.00
Ameren Missouri- 4052 Chouteau ave sign					
Bill Pmt -Check	08/16/2021	0594144027-Jun	0594144027	Sign Lighting	-120.98
Ameren Missouri- 924 talmage ave					
Bill	08/12/2021	0825140010-Jul-21	0825140010-Talmage		-46.09
Ameren MO- 4510 Manchester ave, sign					
Bill	08/04/2021	0606084003-Jun	Grove Signs Lighting - 0606084003		-11.66
Ameren MO- 4512 Manchester ave unit 100					
Bill	08/12/2021	0324031034-Jul-21	0324031034	Pedestrian Lighting	-379.71
Big River Race Management					
Bill	08/12/2021	Pmt 1	Sponsorship for Moonlight Bike Ramble-1st pmt		-1,666.67
Campbell Security & Services Group					
Bill Pmt -Check	08/09/2021	2611	Patrols		-6,416.25
Engagetaste					
Bill Pmt -Check	08/04/2021	12	Website & Design		-1,000.00
Free-2-Grow, LLC					
Bill	08/01/2021	1212	Inv 1212 - Security Administrative		-2,750.00
Intact Insurance Company					
Bill	08/18/2021	Claim OAB254089	Overpayment on claim OAB254089 - Grove CID		-2,640.00
Park Central Development Corporation*					
Bill	08/15/2021	2021-08-15	Recurring Bill Reimburse for Storage Facility		-52.66
Bill	08/21/2021	2021-Aug-4	Reimburse for trashcan liners for Grove CID		-458.40
STL Bike Bash LLC					
Bill	08/17/2021	PMT 2	Bike Bash Sponsorship Pmt 2		-1,333.33
Bill	08/17/2021	Pmt 1	Bike Bash Sponsorship Pmt 1		-1,333.34
Total Bills Paid in August 2021					-21,684.09

**The Grove
Community Improvement District**

Annual Financial Statements

For The Year Ended June 30, 2020

Draft

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INDEPENDENT AUDITORS' REPORT

To the Directors of the
The Grove Community Improvement District
Saint Louis, Missouri

We have audited the accompanying modified cash basis financial statements of the governmental activities and the major fund of The Grove Community Improvement District, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities and the major fund of The Grove Community Improvement District, as of June 30, 2020, and the respective changes in modified cash basis financial position thereof for the year then ended in accordance with the modified cash basis of accounting described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Other Matters*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise The Grove Community Improvement District's basic financial statements. The budgetary comparison schedule and related notes are presented for purposes of additional analysis and are not a required part of the basic financial statements. The budgetary comparison schedule have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Fick, Eggemeyer & Williamson, CPAs
Saint Louis, Missouri
August 25, 2021

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
STATEMENT OF NET POSITION - MODIFIED CASH BASIS
JUNE 30, 2020

	Governmental Activities
ASSETS	
Current assets	
Cash and cash equivalents	\$ 320,410
Total current assets	320,410
Noncurrent assets	
Capital assets, net of accumulated depreciation	111,827
Total noncurrent assets	111,827
TOTAL ASSETS	\$ 432,237
 LIABILITIES	
Current liabilities	
None	\$ -
Total current liabilities	-
Noncurrent liabilities	
None	-
Total noncurrent liabilities	-
TOTAL LIABILITIES	\$ -
 NET POSITION	
Net investment in capital assets	\$ 111,827
Restricted	-
Unrestricted	320,410
TOTAL NET POSITION	\$ 432,237

The notes to the financial statements are an integral part of this statement

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2020

FUNCTIONS/PROGRAMS	Expenses	Charges for Services and Sales	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental activities:					
Community improvements	\$ 402,796	\$ 2,564	\$ 9,750	\$ -	\$ (390,482)
Total governmental activities	<u>402,796</u>	<u>2,564</u>	<u>9,750</u>	<u>\$ -</u>	<u>(390,482)</u>

General revenues:	
Sales and use tax	307,739
Special assessments	97,540
Investment income	345
Total general revenues	<u>405,624</u>
Change in net position	15,142
Net position - beginning	<u>417,095</u>
Net position - ending	<u>\$ 432,237</u>

The notes to the financial statements are an integral part of this statement

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
 STATEMENT OF ASSETS, LIABILITIES AND
 FUND BALANCE - MODIFIED CASH BASIS
 GOVERNMENTAL FUNDS
 JUNE 30, 2020

		General
ASSETS		
Cash and cash equivalents		\$ 320,410
TOTAL ASSETS		\$ 320,410
 LIABILITIES AND FUND BALANCE		
Liabilities		
None		\$ -
TOTAL LIABILITIES		\$ -
Fund balance		
Unassigned		320,410
Total fund balance		320,410
TOTAL LIABILITIES AND FUND BALANCE		\$ 320,410

The notes to the financial statements are an integral part of this statement

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF ASSETS, LIABILITIES
AND FUND BALANCE - MODIFIED CASH BASIS - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION - MODIFIED CASH BASIS
JUNE 30, 2020

Total fund balance - governmental funds	\$ 320,410
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.	<u>111,827</u>
Total net position of governmental activities	<u><u>\$ 432,237</u></u>

The notes to the financial statements are an integral part of this statement

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2020

	General
Revenues	
Sales and use tax	\$ 307,739
Special assessments	97,540
Charges for service	2,564
Grant income	9,750
Interest income	345
Total revenues	417,938
Expenditures	
Current	
Community improvements	381,878
Total expenditures	381,878
Excess (deficiency) of revenues over expenditures	36,060
Fund balance - beginning of year	284,350
Fund balance - end of year	\$ 320,410

The notes to the financial statements are an integral part of this statement

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - MODIFIED CASH BASIS - GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2020

Net change in fund balances - total governmental funds	\$	36,060
<p>Amounts reported for governmental activities in the statement of activities - modified cash basis are different because:</p>		
<p>Governmental funds report capital outlays as expenditures. However, in the statement of net position - modified cash basis the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.</p>		
Depreciation expense		(20,918)
Change in net position of governmental activities	\$	15,142

The notes to the financial statements are an integral part of this statement

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and financial reporting policies of The Grove Community Improvement District (the District) conform to the modified cash basis of accounting (OCBOA) as applied to government entities. The following is a summary of the more significant policies.

The District changed its basis of accounting as of June 30, 2020 from the accrual method to the modified cash basis of accounting. This resulted in an increase to the beginning of the year net position of the District in the amount of \$10,031, and an increase in the general fund balance of the District in the amount of \$17,243.

Reporting Entity

The purpose of the District is to improve a specific area of the Forest Park Southeast neighborhood in St. Louis, Missouri primarily through public space improvements, maintenance, security, economic development, and other programs. All revenues and expenditures of the District are recorded in the accounts of the District. The District is established as a political subdivision. The District is not a component unit of any other entity and, as such, is presented in the financial statements as a stand-alone entity. The District is exempt from federal and state taxes.

The District defines its financial reporting entity in accordance with the provisions of the Governmental Accounting Standards Board (GASB). The statement requirement for inclusion of component units is based primarily upon whether the District's governing body has any significant amount of financial accountability for potential component units. The District is financially accountable if it appoints a voting majority of a potential component unit's governing body and is able to impose its will on that potential component unit, or the potential component unit may provide specific financial benefits to, or impose specific financial burdens on, the District. Currently, the District does not have any component units.

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position - modified cash basis and the statement of activities - modified cash basis) report information on all of the nonfiduciary activities of the District. As a general rule the effect of interfund activity has been removed from these statements.

The statement of activities - modified cash basis demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Taxes, unrestricted interest earnings, gains, and other miscellaneous revenues not properly included among program revenues are reported instead as general revenues. Separate financial statements are provided for governmental funds.

Fund Accounting - Financial activities of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund balance, revenues, and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The District only maintains governmental funds. An emphasis is placed on major funds within the governmental category

The General Fund is the primary operating fund of the District and is always classified as a major fund. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "how" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In the government-wide statement of net position - modified cash basis and the statement of activities - modified cash basis, governmental activities are presented using the economic resources measurement focus, within the limitations of the modified cash basis of accounting.

In the fund financial statements, all governmental funds utilize a “current financial resources” measurement focus as applied to the modified cash basis of accounting. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balances as their measure of available spendable financial resources at the end of the period.

In the government-wide statement of net position - modified cash basis, the statement of activities - modified cash and the fund financial statements, governmental activities are presented using a modified cash basis of accounting. This basis recognizes assets, liabilities, net position, revenues, and expenditures when they result from cash transactions with a provision for depreciation in the government-wide statements. This basis is a comprehensive basis of accounting other than U.S. generally accepted accounting principles.

Governmental activities in the government-wide financial statements and the governmental funds financial statements are presented on the modified cash basis of accounting. Accordingly, revenue is recognized and recorded when cash is received and expenditures are recognized and recorded when checks are written. This differs from the accounting principles generally accepted in the United States of America of recording revenues and expenditures of governmental funds when they become measurable and available and when the related liability is incurred.

As a result of the use of this modified cash basis of accounting, certain assets and their related revenues and certain liabilities and their related expenses are not recorded in these financial statements. The modification to the cash basis is capital assets.

Governmental Accounting Standards Board (GASB) Statement No. 33, Accounting and Financial Reporting for Nonexchange Transactions, groups nonexchange transactions into the following four classes, based upon their principal characteristics: derived tax revenues, imposed nonexchange revenues, government-mandated nonexchange transactions, and voluntary nonexchange transactions. The District did not have any government-mandated nonexchange transactions or voluntary nonexchange transactions during the year ended June 30, 2020.

Cash and Cash Equivalents

The District considers all highly liquid debt instruments with a maturity of three months or less to be cash equivalents. Missouri State Statute requires that all deposits with financial institutions be collateralized in an amount at least equal to uninsured deposits.

Uses of Estimates

The preparation of basic financial statements in conformity with the other comprehensive basis of accounting used by the District requires management to make estimates and assumptions that affect the reported amounts in the basic financial statements and the accompanying notes. Actual results could differ from those estimates.

Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District maintains commercial insurance coverage covering each of those risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the City. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years.

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Capital Assets

Capital assets, which include land, building and improvements, equipment and infrastructure assets, are reported in the expenses column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$1,000 and estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value on the date of donation. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized.

Depreciation is being computed on the straight-line method, using asset lives as follows:

Assets	Years
Fixtures, furniture, and equipment	3-20

Governmental Fund Balances

Fund Balance is the difference between assets and liabilities in a Governmental Fund. The following types of fund balances may be presented in the Governmental Funds Statement of Net Position - Modified Cash Basis:

Unassigned - available expendable financial resources in a Governmental Fund that are not designated for a specific purpose. The following account comprises the unassigned fund balance: General Fund.

The District uses restricted amounts first when both restricted and unrestricted fund balances are available, unless there are legal contracts that prohibit doing this.

Net Position

Net Position represents the difference between assets and liabilities. Net investment in capital assets represents the cost of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any long-term debt used to build or acquire the capital assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. All other net position is reported as unrestricted. The District utilizes restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

NOTE 2 - DEPOSITS

Missouri Statutes require that all deposits be protected by insurance, surety bond, or collateral. The market value of the collateral pledged must equal 100% of the deposits not covered by insurance or corporate surety bonds.

Deposits - At year-end, the carrying amount of the District's demand deposits totaled \$320,410 and bank balances totaled \$318,386.

Custodial Credit Risk - Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk that follows Missouri Statutes for deposits. Of the bank balances, \$253,526 was insured by the Federal Deposit Insurance Corporation, and \$0 was covered by pledged collateral. At June 30, 2020 the District held \$64,860 in uninsured deposits.

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020

NOTE 3 - CAPTIAL ASSETS

	<u>Beginning Balances</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balances</u>
Governmental activities:				
<i>Capital assets being depreciated:</i>				
Infrastructure	\$ 169,970	-	-	\$ 169,970
Intangibles	11,775	-	-	11,775
Total capital assets being depreciated	<u>181,745</u>	<u>-</u>	<u>-</u>	<u>181,745</u>
<i>Less accumulated depreciation for:</i>				
Infrastructure	37,225	20,918	-	58,143
Intangibles	11,775	-	-	11,775
Total accumulated depreciation	<u>49,000</u>	<u>20,918</u>	<u>-</u>	<u>69,918</u>
Total net capital assets being depreciated	<u>132,745</u>	<u>(20,918)</u>	<u>-</u>	<u>111,827</u>
Governmental activity capital assets, net	<u>\$ 132,745</u>	<u>\$ (20,918)</u>	<u>\$ -</u>	<u>\$ 111,827</u>

Depreciation expense charged for the year ended June 30, 2020, was \$20,918, was charged to the program/function community improvements.

NOTE 4 - RELATED PARTIES

In 2020, the District received a \$9,750 grant from an organization whose executive director is a member of the Board of Directors for the District.

In 2020, the District paid \$43,782 to an organization for administration services whose Board Chairman is a member of the Board of Directors for the District.

In 2020, the District paid \$15,000 to an organization for security contract management whose member of the Board is a member of the Board of Directors for the District.

In 2020, the District paid \$92,830 to an organization for security services whose member of the Board is a member of the Board of Directors for the District.

In 2020, the District paid \$3,000 to an organization for parking lot services whose owner is a member of the Board of Directors for the District.

NOTE 5 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 25, 2021, the date which the financial statements were available for issue, and noted no reportable events.

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020

NOTE 6 - COMMITMENTS AND CONTINGENCIES

Administrator contract commitment: The District contracts with a related entity, whose Board Chairman is a member of the Board of Directors for the District, for the administration of the District under a noncancelable contract for the term of July 1, 2020 to June 30, 2023. The District shall pay the Administrator \$50,680 per fiscal year in quarterly installments.

In November 2015, the District engaged the Administrator for a one-time administrative project for the possible expansion of the District for \$20,000. As of June 30, 2020, the District had a remaining commitment of \$10,000 under this agreement.

Street cleaning and maintenance contract commitment: The District contracts with a separate entity for street cleaning and maintenance within the District under a noncancelable contract. As of June 30, 2020, the District had a remaining commitment of \$78,400 under this agreement.

Security contract management commitment: The District contracts with a separate entity for security contract management services within the District under a noncancelable contract for fiscal year 2021 for \$33,000, due in monthly installments.

General: The District is subject to certain claims and litigation in the normal course of business. In the opinion of management, the outcome of such matters will not have a material effect on the financial position of the District.

Draft

Supplementary Information

Draft

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
 BUDGETARY COMPARISON SCHEDULE
 GENERAL FUND
 FOR THE YEAR ENDED JUNE 30, 2020

	Budgeted Amounts			Variance Positive (Negative)
	Original	Final	Actual	
Revenues				
Sales and use tax	\$ 246,000	\$ 246,000	\$ 307,739	\$ 61,739
Special assessments	93,000	93,000	97,540	4,540
Charges for service	-	-	2,564	2,564
Grant income	65,000	65,000	9,750	(55,250)
Investment income	-	-	345	345
Total revenues	404,000	404,000	417,938	13,938
Expenditures				
Administration	50,850	50,850	95,812	(44,962)
Public services	27,120	27,120	35,965	(8,845)
Sponsorships	47,460	47,460	30,000	17,460
Marketing	10,170	10,170	17,201	(7,031)
Public enhancements	6,780	6,780	6,650	130
Public improvements	10,170	10,170	29,673	(19,503)
Security and public safety	248,060	248,060	166,577	81,483
Total expenditures	400,610	400,610	381,878	18,732
Excess (deficiency) of revenues over expenditures	\$ 3,390	\$ 3,390	36,060	\$ 32,670
Fund balance - beginning of year			284,350	
Fund balance - end of year			<u>\$ 320,410</u>	

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
NOTES TO BUDGETARY COMPARISON INFORMATION
JUNE 30, 2020

NOTE 1 - BUDGETS AND BUDGETARY ACCOUNTING

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- a. The budget is prepared on the modified cash basis of accounting
- b. State law requires that no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, each CID's Board of Directors shall submit to the governing body of the municipality a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessment and taxes, if any, for such fiscal year.

Draft

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6240 S. Lindbergh Blvd Ste 101
Saint Louis, MO 63123

📞 (314) 845-7999
📠 (314) 845-7770
🌐 www.afewcpas.com



📍 **Columbia, Illinois**
205 S. Main
Columbia, IL 62236

📞 (618) 281-4999
📠 (618) 281-9533
🌐 www.afewcpas.com

August 25, 2021

The Grove Community Improvement District
4512 Manchester Suite 100
St. Louis, MO 63110

Management Comment Letter

In planning and performing our audit of the modified cash basis financial statements of the governmental activities, and the major fund information of the The Grove community Improvement District (the District) as of and for the year ended June 30, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of District's internal control. Accordingly, we do not express an opinion on the effectiveness of District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatement on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and correct on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

We noted the following current year matters:

Control Deficiency #1

The District maintains deposits that are uninsured by banking institution. All public funds are to be covered per Missouri Statute (RSMo) 110.010.

Recommendation

We recommend obtaining additional insurance for funds not insured under FDIC insurance.

If you have any questions on internal control, feel free to call me anytime at 314-845-7999.

Sincerely,

Keith Slusser

Keith Slusser

The Grove Community Improvement District of the City of St. Louis

Annual Report for the Fiscal Year ending June 30, 2021

Contents

1. Annual Report – FY2021
2. Attachment A - Annual Financial Report - FY2021
3. Attachment B - Map of Grove Community Improvement District
4. Attachment C - Resolutions adopted in FY 2021
5. Attachment D – Financial Statements in lieu of Audit –

Annual Report for Fiscal Year 2021

Following the receipt of a proper petition (the “Petition”) submitted to the City of St. Louis, Missouri (the “City”) and the conclusion of a duly noticed public hearing pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (“RSMo”), as amended (the “CID Act”), the Grove Community Improvement District (the “District”) was established as a political subdivision of the State of Missouri by the Board of Aldermen of the City by Ordinance No. 68107, sponsored by 17th Ward Alderman Joseph D. Roddy and approved by Mayor Francis G. Slay on July 28, 2008 (the “Ordinance”).

The District will continue to exist until August 27, 2028 (20 years after the effective date of the Ordinance), unless such term is modified in accordance with the CID Act.

The fiscal year of the District is the same as the fiscal year of the City of St. Louis, which begins on July 1st and ends June 30th of the following calendar year (the "Fiscal Year").

The District is governed by an 11-member Board of Directors (the “Board” or the “Directors”) originally named in the Ordinance and thus appointed; but thereafter all successor Directors will be nominated by the Board, appointed by the Mayor and approved by the Board of Aldermen.

The Directors elected the current slate of Board Officers in November 2020, at their board of directors meeting. The current Officers were elected on December 14th, 2020. Slate of directors still waiting approval from the Board of Aldermen.

Name	Title	Term Expires	Board Qualification	Status
Kelly Kenter	Chairman	6/30/2022	Business Owner OR Property Owner	Operator
Kelly Spencer	Vice Chair	6/30/2024	Business Owner OR Property Owner	Owner & Operator
Sheryl Myers	Director	6/30/2022	Business Owner	Owner & Operator
Jessie Mueller	Director	6/30/2024	Property Owner	Representative
Dustin Allison	Director	6/30/2024	Business Owner OR Property Owner	Owner & Operator
Don Bellon	Director	6/30/2024	Property Owner	Owner & Operator
Tatyana Telnikova	Director	6/30/2022	Business Owner	Representative
Joel Oliver	Treasurer	6/30/2022	Property Owner of at least 4% CID Valuation	Representative
Chip Schloss	Secretary	6/30/2022	Business Owner OR Property Owner	Owner & Operator
Guy Slay	Director	6/30/2024	Property Owner of at least 6 parcels	Owner
Fahime Mohammad	Director	6/30/2022	Business Owner	Business Operator

Park Central Development Corporation has served as the administrative organization for the Grove CID since the 2010-2011 fiscal year. Alayna Graham is currently serves as the District Administrator.

Attachment A – Annual Financial Report

Revenues Collected

The District is funded primarily by a 1% Sales & Use Tax collected in the District and an annual Special Assessment imposed on District real property; however, cash donations, direct appropriations from other governmental entities and/or grants are also accepted.

At the Sales & Use Tax Election authorized by Resolution 2008-03 and conducted in September 2008, the registered voters in the District approved the imposition of a 1% Sales & Use Tax, effective January 1, 2009. This Sales & Use Tax will be levied in the District until August 27, 2028. **The District received \$270,958 of sales & use tax revenue during the 2020-2021 fiscal year.**

During FY 2020-2021, the District received \$112,458 in Special Assessment collections.

Grove CID **Special Assessment on real property began** with Tax Year 2009 and was renewed in Tax Year 2013; renewed in Tax Year 2016; renewed Tax Year 2019 and **will sunset** after Tax Year 2022.

Expenditures

The District expended a total of \$349,445 in Fiscal Year 2020-2021 (See attachment D for more information). The expenditures were for the following services (Administrative, Marketing and Special Events, Public Improvements, Public Services & Security, Public Safety and Parking).

Services Provided

The District funded a variety of services in Fiscal Year 2020-2021 including security patrols in the District on Thursday, Friday, Saturday and Sunday nights, litter control and weed abatement, various projects to improve the aesthetics of the district, the sponsorship of special events and voted to assist small businesses with in the Grove CID with COVID-19 assistance.

Attachment B – Map of Grove Community Improvement District



Manchester C/D Map

Miles
0 0.0375 0.075 0.15 0.225 0.3

Attachment C -Resolutions Adopted in FY 2021

Resolutions adopted in FY 2021

Resolution 2020-1– Adopting Annual Budget for Fiscal Year 2020-2021

Resolution 2020-3 – Special Assessment

Resolution 2021-01 – Banking

Attachment D

Financials

FLYOVER

A COMEDY ~~FESTIVAL~~ INVASION
NOV. 11 - 13, 2021

2019 HEADLINER
KYLE KINANE



A PRESENTATION FOR
THE GROVE COMMUNITY IMPROVEMENT DISTRICT

2019 LINEUP (THIRD YEAR)

FLYOVER 2019 RECAP

WHO: 123 PERFORMERS, 2,600 ATTENDEES

WHAT: 34 COMEDY EVENTS

WHERE: 6 VENUES IN THE GROVE, SAINT LOUIS

WHEN: NOV. 7-9, 2019



FLYOVER
A COMEDY FESTIVAL INVASION
NOV. 7-9, 2019 • THE GROVE - STL

KYLE KINANE
JOEL KIM BOOSTER
SASHEER ZAMATA

JENA FRIEDMAN • WHITE WOMEN IMPROV
IAN EDWARDS • KIDS THESE DAYS SKETCH SHOW
TOM THAKKAR • JENNY ZIGRINO • KENNY DEFOREST
DAD VAN • HOLLY LYNNEA • CURTIS COOK • GHOSTS
SLOP CITY PODCAST • IAN ABER • BRITTANY CARNEY
JO HAROLD TEAM CROCODILE NASTIES

THE ONE FOUR FIVES (AN IMPROVISED MUSICAL) • SPEC SCRIPT PODCAST • BENNY KINGS
AARON BRIDGS • HISTORY SHMISTORY • ALEX FALCONE • GIANMARCO SORESI • PUTTY
BRAD SATVA • AARON SANMYER'S BOONDOGGLE • GABE PACHECO • ALEX PRICE
BURNSIDE • 45 KINGS • RAFF WILLIAMS • WELLINGTON OJUKWY • TINA SYBAL
WE ARE LIVE PRESENTS: TARGET PRACTICE • BRETT MARIA VERVOORT • JIM BATES
CHARLIE KILGUS • HOMEBURGER • GENA BEPHART • LORRIE HIGGINS • JESSICA INSERRA
BOBBY JAYCOLE • JOHN BRUTON • ASHLEY OVERTON • SCOTTIE • KENYON ADAMCIC
LIZ BLANC • LUCIA WHALEN • LARRY GREENE • SCOTT EASON • BENEDICT • TOM JOHNSON
SAME DAY • KRIS WENOWSKY • BRENDA • INSPIRATION STATION • ZACH PETERSON
TUCKER'S BUCKET • EMILY HICKNER • MATT WAYMAN • BRANDON JUDD • DUKE TAYLOR
ANGELA SMITH • JUSTIN LUKE • LIL' RAZZY NAP • MATT BARNES • CHRIS CYR
JC SIBALA • CHARLIE WINFREY • SAM LYONS • MEREDITH HOPPING

THE GROVE

STLTV • HAC • HM • THE IMPROV SHOW • BOOTLEG • FRANKS • SLIC

2019 HEADLINERS



KYLE KINANE



JOEL KIM BOOSTER



SASHEER ZAMATA



JENA FRIEDMAN



TOM THAKKAR



IAN EDWARDS



WHITE WOMEN IMPROV



KIDS THESE DAYS SKETCH GROUP



JENNY ZIGRINO

2019 PERFORMANCE VENUES



THE READY ROOM



THE IMPROV SHOP (2 STAGES)



BOOTLEG AT ATOMIC COWBOY



HANDLEBAR







2019 HIGHLIGHTS



St. Louis' Tina Dybal auditions for Montreal's Just for Laughs Festival

St. Louis comedian Tina Dybal auditions for a spot on the prestigious 'New Faces' Showcase at Montreal's Just for Laughs Comedy Festival. The 2019 Flyover Comedy Festival featured two JFL audition showcases for comedians from in and around the Midwest.



Headliner Sasheer Zamata performs at Flyover Comedy Festival Saturday Night Live alumni, co-host of the Best Friends Podcast and ACLU's Celebrity Ambassador for Women's Rights Sasheer Zamata performs to a sold out crowd at The Improv Shop on Nov. 7, 2019.



LA-based Improv group White Women sells out 2 shows at Flyover 2019

The L.A.-based improv / sketch group White Women is made up of veteran improv actors and comedy writers for shows like Key and Peele, Comedy Bang Bang and Jimmy Kimmel Live. They performed two sold out, one-of-a-kind shows at The Improv Shop during the 2019 Flyover Comedy Festival.



Headliner Joel Kim Booster performs at Flyover Comedy Festival

Korean-American actor, comedian and star of the NBC sitcom *Sunnyside* Joel Kim Booster performs to a packed house at The Ready Room on Nov. 8, 2019. Booster was recently named one of GQ Magazine's "7 Funny People Reshaping Comedy Right Now" and is a strong voice of the LGBTQ community.



Daily Show's Jena Friedman performs at Flyover Comedy Festival 2019

Former Daily Show producer and comedian Jena Friedman brought her acerbic and politically-charged performance to a sold-out show at Atomic Cowboy's Bootleg venue.



Sketch group Kids These Days hangs at the Flyover after-party

Kids These Days sketch group members work at The Tonight Show Starring Jimmy Fallon, The Daily Show with Trevor Noah, Funny or Die and Reductress. They brought their brand of unhinged whimsy to a packed show at The Improv Shop during the 2019 Flyover Comedy Festival.



Tom Thakkar performs at Flyover Comedy Festival 2019

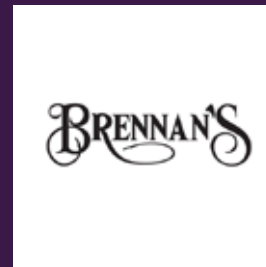
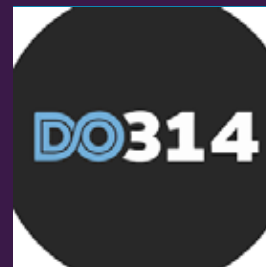
Rising star stand-up comedian Tom Thakkar performs at Atomic Cowboy's Bootleg during Flyover Comedy Festival 2019, fresh off the premier of his first Comedy Central Presents stand-up comedy special.



Headliner Kyle Kinane performs at Flyover Comedy Festival on Nov. 9

Kinane remains one of the biggest names in standup comedy and has appeared on every late-night show. His albums "Death of the Party," "Whiskey Icarus," "I Liked His Old Stuff Better" and "Loose in Chicago" are available everywhere. He was included in the 2nd season of Netflix's "The Standups."

2019 SPONSORS



+ MORE

2019 MEDIA COVERAGE

St.Louis SUBSCRIBE

Three years on, the Flyover Comedy Festival is now a can't-miss event

A week before the festival takes over the Grove, there's still time to score tickets to Joel Kim Booster and Sasheer Zamata's sets.

BY MELISSA MEINZER OCTOBER 31, 2019 8:00 AM



St.LouisPublicRadio KWMU-1 Listen Live - St. Louis Public Radio KWMU-1 St. Louis on the Air

Flyover Comedy Festival Has St. Louis Scene Ready For Its Closeup

By SARAH FENSKE • NOV 4, 2019

Share Tweet Email



The St. Louis comedy scene is a busy one. Just about any night of the week, you can catch local comedians honing their sets at open mic night, improvising madly on stage with a troupe of their closest friends or battling each other with wit and good humor as local drunks cheer.

For the past three years, a three-day comedy festival has brought those disparate elements together. The Flyover

Comedians Kenny Kinds (left) and Tina Dytal will perform at the Flyover Comedy Festival, co-founded by Zach Gzehoviak (right). CREDIT: EVE HEPPHALL / ST. LOUIS PUBLIC RADIO

theSTL MENU



Funny Business

St. Louis is nurturing comedy careers, thanks to new talent and major events like Zach Gzehoviak's Flyover Comedy Festival.

CULTURE

ST. LOUIS POST-DISPATCH Join

Flyover Comedy Festival packing comedy into the Grove for third year

Kevin C. Johnson Nov 3, 2019 0



RFT RIVERFRONT TIMES

NEWS | ARTS & CULTURE | DINING | MUSIC | MOVIES | BEST OF | SLIDESHOWS | CALENDAR

Flyover Comedy Fest Brings Kyle Kinane, Sasheer Zamata, Jena Friedman and More in 2019

Posted by Daniel Hill on Thu, Sep 19, 2019 at 3:33 pm

Listen to an Audio Version of the Article 02:38 Powered by Trivio Audio



VIA FLYOVER COMEDY FESTIVAL

ST. LOUIS POST-DISPATCH Join

Flyover Comedy Festival returning to the Grove in November

Kevin C. Johnson Sep 23, 2019 0

1 of 3



2019 INDUSTRY WORKSHOPS / EVENTS



'JUST FOR LAUGHS' FEST SHOWCASES & WORKSHOP W/ JEFF SINGER, JFL EXEC. PROGRAMMING CONSULTANT

Every July, Montreal hosts the largest gathering of comedy industry executives from across the globe, *Just for Laughs Comedy Festival*.

For stand-ups, Just For Laughs is the most important and recognized career-booster around. Some of the many comics who launched their careers at Just For Laughs include Kevin Hart, Amy Schumer, Ali Wong, Jerrod Carmichael, Colin Hanks, Hasan Minhaj, Mike Birbiglia, Natasha Leggero, Kumail Nanjiani, Gabriel Iglesias, Pete Holmes, Michelle Wolf, and Hannibal Buress.

This year we gave several performers of Flyover Comedy Festival the opportunity to audition for a spot on the New Faces showcase at JFL 2020. We hosted two audition showcases. Jeff Singer, Executive Programming Consultant for JFL, watched and gave all the performers notes in workshops following the auditions.



COMEDIAN TALKING HEAD & PANEL AUDITION BOOTCAMP W/ JEFF TULLY, HEAD OF VIN DI BONA DIGITAL STUDIOS

In 2019, we hosted a Comedian Talking Head & Panel Show Audition Technique Bootcamp with industry professional Jeff Tully, Head of VDBP Digital (Vin Di Bona Productions of America's Funniest Home Videos).

Tully, a comedian turned writer/producer has been writing and producing broadcast and digital comedy talk, panel, man on the street and sketch comedy for 15 years, including with Comedy Central, FOX, JASH, Crackle, YouTube, LOL & Netflix.

Nearly 40 performers of the festival, both local and non-local, attended the workshop and audition with Jeff Tully. The workshop received great reviews. Many performers picked up great tricks and advice for future auditions. Some were lucky enough to be offered opportunities with Jeff.

“Thank you again for treating me so nicely and for putting up a terrific Festival. And for helping assemble the JFL showcases. I had a great time, saw some solid up and comers from around the country, and met some really sweet new people. Also really liked the venues and The Grove area. The city of St. Louis surprised me. Along with the thriving comedy scene. Was more to see and do than I expected. You and your team did an amazing job. Congrats! Look forward to returning.”

- **JEFF SINGER**

Just for Laughs Comedy Festival,
Executive Programming Consultant



ATTENDEE & PERFORMER FEEDBACK

“Fantastic talent and well organized, all with big laughs and memories.”

- **ALLYSON MACE**

Attendee, Sauce Magazine

“Honestly, one of the funniest weekends I’ve had in a long time. All of the performers were top notch and the venues were perfect. So happy this exists.”

- **JACK LEUCKE**

Attendee

“Extremely well organized, this festival topped all expectations. It brought so much excitement and well deserved publicity to the STL Comedy scene, can’t wait for next year!”

- **CHRISTINE COMPASS**

Volunteer

“A fantastic comedy festival for audiences and comedians alike! Flyover is so well organized, professionally put together, and fun. The comedy scene here in St Louis is incredible. Great audiences, and a really solid weekend of shows!”

- **RAJ SURESH**

Performer

“Amazing event! So much talent, so many laughs, already looking forward to next year.”

- **TATYANA TELNIKOVA**

Sponsor, Handlebar

“Big city laughs with talent coming in from everywhere, this fest has grown to be one of the highlights of the year in STL! It’s a gem of an event that you shouldn’t miss.”

- **MICHAEL POWERS**

Attendee

WHAT'S NEXT?

FLYOVER 2021

- SAME SHOWS & LAUGHS
- DIFFERENT ACTS
- SOME VENUE CHANGES
- ALL IN THE GROVE





FLYOVER COMEDY FESTIVAL 2021

WHO: 100+ PERFORMERS, 2,600 ATTENDEES

WHAT: 30 COMEDY EVENTS

WHERE: 5 VENUES IN THE GROVE, SAINT LOUIS

WHEN: NOV. 11-13, 2021



2021 VENUES



HOT JAVA BAR & MUSIC LOUNGE



THE IMPROV SHOP (2 STAGES)



URBAN CHESTNUT BREWING CO.



MORE TBD

BENEFITS TO THE GROVE FROM FLYOVER

INCREASED PATRONAGE AND HEIGHTENED VISIBILITY

We anticipate that this year's event should bring close to 2,500 people through the Grove over the course of a three-day weekend. This number includes out-of-town performers, volunteers, festival workers, and attendees. We are requiring all participants and volunteers to be vaccinated given the ongoing COVID-19 crisis. We do believe we can safely bring in people to visit the Grove's many restaurants, shops, and breweries.

REGIONAL AND COASTAL TOURISM

Local festivals are an important and key force in promoting tourism throughout the Saint Louis region. The lack of festivals and events this last year has shown just how important local festivities are to the local economy. Flyover Comedy Festival remains unique as a festival highlighting multiple venues on both the east and west ends of The Grove. This allows us to highlight all of The Grove's remarkable restaurants, bars, and venues. We know these venues could use that focus more now than ever before. Multiple of our prior venues have been forced to close due to the COVID-10 pandemic. We have spoken with partners, new and old, and they are excited for the festival to come back.

Saint Louis used to be one of the largest metro areas without a comedy festival until we started Flyover. We proved the demand is there and we are ready to bring a more exciting festival to performers and attendees each year. By bringing both national and local comedic performers and partners together, we are able to bring individuals from the entire Saint Louis metro area and beyond. Not only does this serve as an opportunity to show off The Grove and bring tourism to the area, but it also provides an extraordinary networking environment that Saint Louis' comedians have never had. Our comedy festival serves as a chance for local comedians to showcase themselves to national talent. This spotlight helps promote Saint Louis to becoming one of the leading comedy communities in the nation.

POTENTIAL FOR GROWTH

We have demonstrated and will continue to demonstrate our ability to accomplish sustainable year-over-year growth. Between years one and three we increased attendance ninety percent. Obviously, we canceled last year's event due to the COVID-19 pandemic. Thus, growth projections are difficult, but, after speaking with venues and partners, we know how important it is to bring the event back this year. However, due to safety concerns, growth is not necessarily our goal. We want to have a safe festival and assure we are in the best possible position in 2021 and 2022 to continue the growth we had seen previously.

POTENTIAL FOR GROWTH (CONT'D)

Our organizers and partners understand the need for a safe festival while continuing measured growth. Many festivals fail because they spend recklessly on talent that fails to fill seats. We have avoided that by amassing a diverse team of organizers and partners. This assures that we are cautious but effective with our resources, creating sustainable growth.

Further, industry word-of-mouth is one of our greatest strengths. Former headliners and their agents continue to give us glowing reviews, and the hard work in creating a hospitable festival that takes care of its talent and provides them with good audiences will continue to garner attention for industry insiders. That means bigger talent, better shows and more attention on The Grove.

Jeff Singer, Executive Programming Consultant for Montreal's Just for Laughs Comedy Festival (the most prestigious comedy festival in the world), said,

"Thank you again for treating me so nicely and for putting up a terrific Festival. And for helping assemble the JFL showcases. I had a great time, saw some solid up and comers from around the country, and met some really sweet new people. Also really liked the venues and The Grove area. The city of St. Louis surprised me. Along with the thriving comedy scene. Was more to see and do than I expected. You and your team did an amazing job. Congrats! Look forward to returning."

IMPLEMENTATION AND OVERSIGHT

EVENT IMPLEMENTATION

In our fourth year, we hope to continue to grow on our successes. Further develop our relationships with public and private entities to create a sustainable annual event that will bring visitors, new and old, to The Grove year after year. Flyover Comedy Festival 2021 will take place at up to five venues within The Grove's entertainment district. Each show will offer a unique experience for festival-goers. Attendees can expect to experience a mix of local and national acts ranging from traditional standup comedy to live podcasts.

After acquiring the necessary funding, we will open up submissions to the comedy community. In 2019, we received over 600 submissions from comedians, sketch and improv teams, and podcasts from all over the United States, including New York, Boston, Los Angeles, Denver and Minneapolis. We plan to open submissions in mid-August and close them in mid-September. We will equitably review submissions as we receive them and will choose the best of the best to be showcased at Flyover Comedy Festival.

EVENT IMPLEMENTATION (CONT'D)

In addition to the applicants, we will have multiple headline acts. We are currently in negotiations with several nationally recognized comedians and acts. These acts will be instrumental in furthering interest in the Festival by drawing in a diverse group of festival-goers. The headliners of these shows will be paid pursuant to their skill and marketability. As these headliners will primarily be touring acts, there will be some overhead costs associated with them, such as performance guarantee, travel, and lodging. By promoting both experienced and up-and-coming comedic acts, the Festival will consist of a mixture of experience levels.

This provides local comedians with an extraordinary marketing opportunity while giving an audience the chance to see a diverse group of comedic acts with varying levels of skill and artistry. We are currently working with venues in The Grove to book nationally recognized comedy acts that are within the budget of the Festival and our partners. We believe the acts we are speaking with are just as diverse as they were in 2019 which will continue to represent the soul of The Grove.

In an effort to diversify festival programming, show-off businesses of The Grove, and provide an experience that is unique to the weekend, our team is also seeking to incorporate restaurants, eateries, bars and shops of The Grove into the festival. This year we will expand our marketing efforts and continue to have these events from the east end of The Grove to the west. Festival passes will be for sale starting in September and will be available leading up to the festival. These festival passes will be sold via Eventbrite through our website. Attendees will be able to pick up passes from "Festival Check-in" locations within our various partner bars and venues throughout the week leading up to and during the Festival. Flyover staff and volunteers will man this festival check-in area.

Flyover Comedy Festival will offer 3-Day passes at a discounted Early Bird rate of \$25.00 - \$45.00 from the time they go on sale to 2 weeks after our lineup announcement and schedule release in September. Thereafter, 3-Day passes will be available for \$40 - \$60. We will also sell individual tickets to each show. We are working to determine exact pricing of passes and tickets as there are factors between talent, sponsorship and Covid-19 regulations which may have an effect. Regardless, we hope to offer fair, competitive pricing and offer select events at a free or low cost.

FINANCIAL OVERSIGHT

Finances will be monitored by the fund manager or Treasurer on Flyover Comedy Festival's board of directors, Brady McAninch. We hold semi-weekly meetings wherein a summary of the finances is discussed, decided upon, and noted. Flyover Comedy Festival will provide updates on where financial resources are being spent, working with experienced event partners and the Grove itself to spend effectively.

EVENT EFFECTIVENESS & CRITERIA

The success and failure of each event are easily determined by attendance and community engagement. Both show and performance quality are of the utmost importance to the Flyover Comedy Festival. Each show will have multiple Festival officials present whose job will be, in part, to assure that things run smoothly and provide feedback to the core team. We have exceeded our expectations each year and hope to do the same in 2021 while being mindful of the extra need for safety this year.

The effectiveness of Flyover Comedy Festival will be based on the following criteria:

- Did the event have a good turnout for a third-year comedy festival in St. Louis? (300-500 wristbands and 1,500 individual tickets sold would be meeting our goal.)
- Did the comedy festival represent a diverse group of comedic performers?
- Did the comedy festival present The Grove entertainment district in a positive light, inviting performers and attendees alike to discover everything the neighborhood has to offer?
- Was the event held in as safe a manner as possible given the current state of COVID-19.

MARKETING PLAN

TARGET DEMOGRAPHIC

Our target demographic is 21-40 young to middle-aged professionals. While we will continue to target current fans of comedy, we will continue to expand our marketing efforts. 2019's headliners helped us draw many attendees who generally do not attend comedy shows. This proves that there are underserved audiences that comedy venues often overlook. By working with our marketing partners, such as Urban Chestnut, our venues, and bringing in nationally known acts, we are able to reach a new and wider audience than generally seen at comedy shows.

By working with these acts and our partners we maximize our draw. Further, by handpicking our headliners we have the ability to appeal to a larger potential customer base. Our crowd will be diverse and come from a wide range of social/cultural backgrounds. As are our performers. We have and will continue to promote diversity in all facets throughout our festival. We pride ourselves on being a diverse and inclusive festival for those of every background. We will have many pricing structures available to customers and will also provide free passes for volunteers. As a festival, one of our promises is to represent the city of Saint Louis not as a collection of its parts but as a whole.

COMPETITION

The competition for comedy in Saint Louis has and always will be live music, baseball, and other comedy shows. We have dealt with this by working with Urban Chestnut to host shows and to help us effectively promote and by also scheduling the festival for the post-playoff season. This will help get the message to our target clientele, and also increase the reach of current promotional strategies. We think by partnering with establishments that already market to our customers, it removes some of the legwork of establishing advertising channels. As a festival we look at competition as a way to keep us motivated to provide the best event and marketing strategy possible to ensure the success of this event. We also believe that the caliber of shows we produce will help us compete with any other comedy events happening in the city during the same weekend.

PASS STRUCTURE AND PRICING

At this time we plan on the following pricing structure:

3-Day Pass = \$40 - \$60

Early Bird 3-Day Pass = \$35 - \$45

Student Discount Three-Day Pass = \$35 - \$45

Tickets to individual shows: \$15 - \$30

MARKETING STRATEGY / ADVERTISING

Our multifaceted marketing strategy will include paid and non-paid social media promotion in addition to paid digital advertisements with local media outlets and an earned media effort.

As we've done in previous years, we will be producing promotional videos which will be uploaded to social media. These videos will showcase what sets us apart from other festivals. We plan on using humor as our main marketing tool in the videos and other promotions. We hope to create an organic reach by having our customer share these videos and we will also post them in comedian groups to stir up submissions.

Posters will also be distributed starting 10 weeks out. We will start with local business and step up flyering as the festival draws near using a street team. We will be hanging posters in approved locations only, we will not use illegal flyering.

We hope it is by using print and online advertising effectively that we will more than surpass the outreach needed to make this festival successful.

WEBSITE

We will be pushing all advertising traffic to our website. Customers can purchase tickets, check event times, and get all the info they need through the site. We will have redirects from all of our ads directly to the tickets page of the website. Pushing ticket sales through the site will allow us to track our customers better than linking directly to third parties. We will also have access to email lists provided by our Grove partners to get our message out. These valuable lists of St. Louis comedy consumers will receive special benefits. They will have access to early bird pricing and also have first access to the list of headliners before it is released to the public. We hope by targeting comedy fans and providing them with special privileges we will maximize our pre-sales while bolstering the public's image of the festival.

PUBLICITY

Each year of the festival has seen our organic media coverage continue to grow. Last year's event saw us garner press coverage with St. Louis Magazine, Riverfront Times, St. Louis Post-Dispatch, St. Louis Public Radio, theSTL.com, and morning local broadcast media. This year we will again push earned media efforts and tell a story of bouncing back after a year with no fest during the height of the pandemic, and how we plan to get people laughing in The Grove for the fourth year!



THANK YOU!

Flyover Comedy Festival is a 501(c)(3) not-for-profit arts festival established in 2017. See attached for proof of non-profit status.

Preliminary Status Report

EVENT NAME: Flyover Comedy Festival

REPORT DATE: August 6, 2021

ORGANIZATION: Flyover Comedy Festival

CONTACT PERSON: Zachary Gzehoviak TITLE: Founder & President

ADDRESS: 4661 Maryland Ave, St. Louis, MO 63108

PHONE: (203) 223-4394

PRELIMINARY INFORMATION:

1. **Is this a first time event?** No.
2. **If not, how many times has this event taken place?** Three times: 2017, 2018 and 2019.
3. **What is the estimated revenue generated by this event?** See attached budget with all expenses and estimated revenue.
4. **What is the estimated number of participants expected at this event?** 2,500.
5. **If event planning is in progress, what has been done, what remains to be done, and are there any problems?** Submissions for the 2019 Flyover Comedy Festival are being collected. We should have more than 300 paid submissions from all over the United States this year. We are currently sorting through submissions and will select the best of the best to come to The Grove, November 11-13, 2021. We are in discussions to book this year's headline acts. There are several things we still need to order and sort through but we are making great progress and are on schedule.
6. **If the event planning has not been started, why?** N/A
7. **List the advertising, marketing, and/or public relations that have been contracted or placed to date?**
See attached GROVE CID Funding Request for media coverage throughout the last year, as well as our marketing and advertising plan.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 11 2017**

FLYOVER COMEDY FESTIVAL
4661 MARYLAND AVE
ST. LOUIS, MO 63108-0000

Employer Identification Number:
82-2319972
DLN:
26053620001667
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 29, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

FLYOVER COMEDY FESTIVAL

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

Flyover Comedy Festival
N000705497

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 29th day of June, 2017.


Secretary of State



ARTICLES OF INCORPORATION AND BY-LAWS FOR FLYOVER COMEDY FESTIVAL, NPO

ARTICLE I. NAME OF ORGANIZATION

The name of the corporation is: Flyover Comedy Festival, NPO.

ARTICLE II. CORPORATE PURPOSE

Section 1. Nonprofit Purpose

This corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 2. Specific Purpose

Flyover Comedy Festival, NPO., is an education organization that is committed to enriching the St. Louis area arts community by organizing a yearly comedy festival and promoting the comedic arts throughout the year. Further, the Flyover Comedy Festival, NPO., is committed to helping St. Louis become one of the leading comedy communities in the nation.

The specific objectives and purpose of this organization shall be:

- a. Stimulate a lifelong understanding and appreciation of the comedic arts by
- b. Increase interest in comedy and live art by featuring established entertainers, attracting larger audiences, and encouraging up-and-coming performers by creating a festive environment in which ideas are shared, professional contacts are established, and relationships are formed.
- c. to provide opportunities and stage time for both local and national comedic performers;
- d. to sponsor, host and/or participate in events and activities that promote the comedic arts in the St. Louis area;
- e. Offer networking and performance opportunities to novice entertainers and students. Provide internships so students (and others) can gain valuable experience in creating, developing, and promoting artistic productions.

ARTICLE III. MEMBERSHIP

Section 1. Eligibility for Membership

The membership of the corporation shall consist of the Board of Directors.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. General Powers

The affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors shall have control of and be responsible for the management of the affairs and property of the Corporation.

Section 2. Number, Tenure, Requirements, and Qualifications

The number of Directors shall be fixed from time-to-time by the Directors but shall consist of the following officers: the President, the first Vice-President, and the Treasurer/General Counsel.

The members of the Board of Directors shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified. All members of the Board of Directors and must be approved by a majority vote of the members present and voting. No vote on new members of the Board of Directors, shall be held unless a quorum of the Board of Directors is present as provided in Section 6 of this Article.

No two members of the Board of Directors related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity may serve on the Board of Directors at the same time.

Each member of the Board of Directors shall be a member of the Corporation whose membership dues are paid in full and shall hold office for up to a three-year term.

Each member of the Board of Directors shall attend at least nine (9) monthly meetings of the Board per year (attendance can be via phone).

Section 3. Regular and Annual Meetings

An annual meeting of the Board of Directors shall be held at a time and day in the month of December of each calendar year and at a location designated by the Executive Committee of the Board of Directors. The Board of Directors may provide by resolution the time and place, for the holding of regular meetings of the Board. Notice of these meetings shall be sent to all members of the Board of Directors no less than ten (10) days, prior to the meeting date.

Section 4. Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two members of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any location, as the place for holding any special meeting of the Board called by them.

Section 5. Notice

Notice of any special meeting of the Board of Directors shall be given at least two (2) days in advance of the meeting by telephone, facsimile or electronic methods or by written notice. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

Section 6. Quorum

The presence, in person of a majority of current members of the Board of Directors shall be necessary at any meeting to constitute a quorum to transact business, but a lesser number shall have power to adjourn to a specified later date without notice. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 7. Forfeiture

Any member of the Board of Directors who fails to fulfill any of his or her requirements as set forth in Section 2 of this Article by September 1st shall automatically forfeit his or her seat on the Board. The Secretary shall notify the Director in writing that his or her seat has been declared vacant, and the Board of Directors may forthwith immediately proceed to fill the vacancy. Members of the Board of Directors who are removed for failure to meet any or all of the requirements of Section 2 of this Article are not entitled to vote at the annual meeting and are not entitled to the procedure outlined in Section 14 of this Article in these by-laws.

Section 8. Vacancies

Whenever any vacancy occurs in the Board of Directors it shall be filled without undue delay by a majority vote of the remaining members of the Board of Directors at a regular meeting. Vacancies may be created and filled according to specific methods approved by the Board of Directors.

Section 9. Compensation

Members of the Board of Directors shall not receive any compensation for their services as Directors.

Section 10. Informal Action by Directors

Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of all of the Directors following notice of the intended action to all members of the Board of Directors.

Section 11. Confidentiality

Directors shall not discuss or disclose information about the Corporation or its activities to any person or entity unless such information is already a matter of public knowledge, such person or entity has a need to know, or the disclosure of such information is in furtherance of the Corporation's purposes, or can reasonably be expected to benefit the Corporation. Directors shall use discretion and good business judgment in discussing the affairs of the Corporation with third parties. Without limiting the foregoing, Directors may discuss upcoming fundraisers and the purposes and functions of the Corporation, including but not limited to accounts on deposit in financial institutions.

Section 12. Advisory Council

An Advisory Council may be created whose members shall be elected by the members of the Board of Directors annually but who shall have no duties, voting privileges, nor obligations for attendance at regular meetings of the Board. Advisory Council members may attend said meetings at the invitation of a member of the Board of Directors. Members of the Advisory Council shall possess the desire to serve the community and support the work of the Corporation by providing expertise and professional knowledge. Members of the Advisory Council shall comply with the confidentiality policy set forth herein and shall sign a confidentiality agreement consistent therewith upon being voted onto and accepting appointment to the Advisory Council.

Section 13. Parliamentary Procedure

Any question concerning parliamentary procedure at meetings shall be determined by the President by reference to Robert's Rules of Order.

Section 14. Removal.

Any member of the Board of Directors or members of the Advisory Council may be removed with or without cause, at any time, by vote of three-quarters (3/4) of the members of the Board of Directors if in their judgment the best interest of the S-Corporation would be served thereby. Each member of the Board of Directors must receive written notice of the proposed removal at least ten (10) days in advance of the proposed action. An officer who has been removed as a member of the Board of Directors shall automatically be removed from office.

ARTICLE VI. OFFICERS

The officers of this Board shall be the President, Vice-President, Treasurer/General Counsel, Secretary, Director of Fundraising/Co-Director of Submissions, Director of Talent Hospitality/Co-Director of Submissions, Volunteer Coordinator/Co-Director of Submissions, and Director of Marketing & University/College Outreach and Treasurer. All of these officers are members of the Executive Committee, though only those listed on the Board of Directors have voting rights/powers regarding the corporation.

Section 1. President

The President shall preside at all meetings of the membership. The President shall have the following duties:

- a. He/She shall preside at all meetings of the Executive Committee.
- b. He/She shall have general and active management of the business of this Advisory Board.
- c. He/She shall see that all orders and resolutions of the Advisory Board are brought to the Advisory Board.
- d. He/She shall have general superintendence and direction of all other officers of this corporation and see that their duties are properly performed.
- e. He/She shall submit a report of the operations of the program for the fiscal year to the Advisory Board and members at their annual meetings, and from time to time, shall report to the Board all matters that may affect this program.
- f. He/She shall be Ex-officio member of all standing committees and shall have the power and duties usually vested in the office of the President.
- g. He/She shall be the general point of contact for the festival, especially for tickets, website, marketing and sponsorships.
- h. He/She shall maintain the festival production timeline.
- i. He/She shall maintain the festival website.
- j. He/She shall be primarily in charge of festival pass sales and distribution.
- k. He/She shall be the point of contact for art and branding of the fest i.e. logos, posters, etc.

Section 2. Vice-President

The Vice-President shall be vested with all the powers and shall perform all the duties of the President during the absence of the latter. The Vice-Presidents duties are:

- a. He/She shall have the duty of chairing their perspective committee and such other duties as may, from time to time, be determined by the Advisory Board.
- b. He/She shall be operate as a general point of contact for the festival, especially for talent (including being the primary individual responsible for reviewing comedy submissions) interested in performing at the festival or industry professionals interested in partnering with the festival, and submissions.
- c. He/She shall be the primary negotiator of talent buying/contracts, provided all opportunities and contracts are put forth for review of Treasurer, President and relevant board members beforehand.

Section 3. Treasurer/General Counsel

The Treasurer/General Counsel shall attend all meetings of the Advisory Board and of the Executive Committee, and all meetings of members. The Treasurer/General Counsel's duties shall be:

- a. He/She shall monitor the festival's funds and budget, providing regular updates for the board.
- b. He/She shall be legal counsel for the festival.
- c. He/She shall operate as an additional point of contact for sponsorship opportunities.

Section 4. Secretary/Director of Schedule & Show Production

The Secretary shall attend all meetings of the Advisory Board and of the Executive Committee, and all meetings of members, and assisted by a staff member, will act as a clerk thereof. The Secretary's duties shall consist of:

- a. He/She shall record all votes and minutes of all proceedings in a book to be kept for that purpose. He/She in concert with the President shall make the arrangements for all meetings of the Advisory Board, including the annual meeting of the organization.
- b. He/She shall perform all official correspondence from the Advisory Board as may be prescribed by the Advisory Board or the President.
- c. He/She shall be responsible for scheduling board meetings.
- d. He/She shall maintain festival information, sponsor guide, and all press/marketing materials.

Section 5. Director of Fundraising/Co-Director of Submissions

The Director of Fundraising/Co-Director of Submissions duties shall be:

- a. He/She shall submit for the Finance and Fund Development Committee approval of all expenditures of funds raised by the Advisory Board, proposed capital expenditures (equipment and furniture) , by the staff of the agency.
- b. He/She shall be responsible for handling accommodations for traveling comics.
- c. He/She shall be the primary point of contact for questions about hospitality, food, and other arrangements for traveling talent.
- d. He/She shall be the co-organizer of submissions committee and submissions reviewing process.

Section 6. Volunteer Coordinator/Co-Director of Submissions

The Volunteer Coordinator/Co-Director of Submissions duties shall be:

- a. He/She shall be primarily responsible for gathering and organizing volunteers to help with every aspect of the festival.
- b. He/She shall determine what type of volunteers are needed, how many, and what they do (subject to approval by the executive committee).
- c. He/She shall be the co-organizer of submissions committee and submissions reviewing process

Section 6. Director of Marketing & University/College Outreach

The Director of Marketing & University/College Outreach duties shall be:

- a. He/She shall maintain the general marketing calendar for the festival and actively seek promo opportunities.
- b. He/She shall actively seek creative ways to get the word out about the festival.
- c. He/She shall develop (with help) a social media calendar and content for the festival.
- d. He/She shall coordinate sponsor placement in festival marketing
- e. He/She shall be the primary point of contact of St. Louis colleges and universities

Section 7. Election of Officers

The Executive Committee shall submit at the meeting prior to the annual meeting the names of those persons for the respective offices of the Advisory Board. Nominations shall also be received from the floor after the report of the Executive Committee. The election shall be held at the annual meeting of the Executive Committee. Those officers elected shall serve a term of one (1) year, commencing at the next meeting following the annual meeting.

Officers of the Executive Committee shall be eligible to succeed themselves in their respective offices for two (2) terms only.

Section 8. Removal of Officer

The Advisory Board with the concurrence of 3/4 of the members voting at the meeting may remove any officer of the Board of Directors and elect a successor for the unexpired term. No officer of the Board of Directors shall be expelled without an opportunity to be heard and notice of such motion of expulsion shall be given to the member in writing twenty (20) days prior to the meeting at which motion shall be presented, setting forth the reasons of the Board for such expulsion.

Section 9. Vacancies

The Executive Committee shall also be responsible for nominating persons to fill vacancies which occur between annual meetings, including those of officers. Nominations shall be sent in writing to the Officers at least two (2) weeks prior to the next meeting at which the election will be held. The persons so elected shall hold membership or office for the unexpired term in respect of which such vacancy occurred.

ARTICLE VII. COMMITTEES

Section 1. Committee Formation

The board may create committees as needed, such as fundraising, housing, public relations, data collection, etc. The board chair appoints all committee chairs.

Section 2. Executive Committee

All officers shall serve as the members of the Executive Committee.

Section 3. Finance Committee

The treasurer is the chair of the Finance Committee, which includes three other board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with staff and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board or the Executive Committee. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

ARTICLE VIII. CORPORATE STAFF

Section 1: The

The Board of Directors shall hire an Executive Director who shall serve at the will of the Board. The Executive Director shall have immediate and overall supervision of the operations of the Corporation, and shall direct the day-to-day business of the Corporation, maintain the properties of the Corporation, hire, discharge, and determine the salaries and other compensation of all staff members under the Executive Director's supervision, and perform such additional duties as may be directed by the Executive Committee or the Board of Directors. No officer, Executive Committee member or member of the Board of Directors may individually instruct the Executive Director or any other employee. The Executive Director shall make such reports at the Board and Executive Committee meetings as shall be required by the President or the Board. The Executive Director shall be an ad-hoc member of all committees.

The Executive Director may not be related by blood or marriage/domestic partnership within the second degree of consanguinity or affinity to any member of the Board of Directors or Advisory Council. The Executive Director may be hired at any meeting of the Board of Directors by a majority vote and shall serve until removed by the Board of Directors upon an affirmative vote of three-quarters (3/4) of the members present at any meeting of the Board Directors. Such removal may be with or without cause. Nothing herein shall confer any compensation or other

rights on any Executive Director, who shall remain an employee terminable at will, as provided in this Section.

ARTICLE IX. – Conflict of Interest and Compensation

Section 1: Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Flyover Comedy Festival, NPO) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2: Definitions

- a. Interested Person: Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- b. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
 2. A compensation¹ arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
 3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3. Procedures

- a. Duty to Disclose: In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

¹ Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- c. Procedures for Addressing the Conflict of Interest
 1. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 2. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 3. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- d. Violations of the Conflicts of Interest Policy
 1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
 - b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
 - c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
- [Hospital Insert – for hospitals that complete Schedule C
- d. Physicians who receive compensation from the Organization, whether directly or indirectly or as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensation matters. No physician, either individually or collectively, is prohibited from providing information to any committee regarding physician compensation.]

Section 6. Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE X. IDEMNIFICATION

Section 1. General

To the full extent authorized under the laws of the Missouri, the corporation shall indemnify any director, officer, employee, or agent, or former member, director, officer, employee, or agent of the corporation, or any person who may have served at the corporation's request as a director or officer of another corporation (each of the foregoing members, directors, officers, employees, agents, and persons is referred to in this Article individually as an "indemnitee"), against expenses actually and necessarily incurred by such indemnitee in connection with the defense of any action, suit, or proceeding in which that indemnitee is made a party by reason of being or having been such member, director, officer, employee, or agent, except in relation to matters as to which that indemnitee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnitee may be entitled under any bylaw, agreement, resolution of the Board of Directors, or otherwise.

Section 2. Expenses

Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board of Directors, upon receipt of an undertaking by or on behalf of the indemnitee to repay such amount if it shall ultimately be determined that such indemnitee is not entitled to be indemnified hereunder.

Section 3. Insurance

The corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee, or agent against any liability asserted against such person

and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power or obligation to indemnify such person against such liability under this Article.

ARTICLE XI. BOOKS AND RECORDS

The corporation shall keep complete books and records of account and minutes of the proceedings of the Board of Directors.

ARTICLE XII. AMENDMENTS

Section 1. Articles of Incorporation

The Articles may be amended in any manner at any regular or special meeting of the Board of Directors, provided that specific written notice of the proposed amendment of the Articles setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each director at least three days in advance of such a meeting if delivered personally, by facsimile, or by e-mail or at least five days if delivered by mail. As required by the Articles, any amendment to Article III or Article VI of the Articles shall require the affirmative vote of all directors then in office. All other amendments of the Articles shall require the affirmative vote of an absolute majority of directors then in office.

Section 2. Bylaws

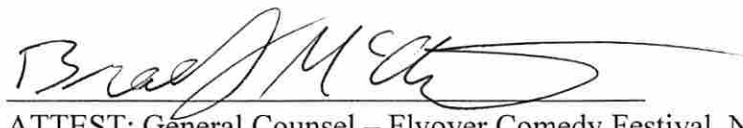
The Board of Directors may amend these Bylaws by majority vote at any regular or special meeting. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby shall be given to each director within the time and the manner provided for the giving of notice of meetings of directors.

ADOPTION OF BYLAWS & ARTICLES OF INCORPORATION

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing Bylaws, consisting of the ## preceding pages, as the Bylaws of this corporation.

ADOPTED AND APPROVED by the Board of Directors on this 29th day of June, 2017.


President – Flyover Comedy Festival, NPO.

A handwritten signature in black ink, appearing to read "Brad Mc", is written over a horizontal line.

ATTEST: General Counsel – Flyover Comedy Festival, NPO.



Flyover Comedy Festival has received a private donation of \$4,500 for the 2021 festival. The donor wishes to remain anonymous however we would like this to be counted toward matching funds.

Thank you,

Zach Gzehoviak
Flyover Comedy Festival
Co-Founder / Producer

To Whom it Concerns,

Be it known now and forevermore that Urban Chestnut Brewing Co. does presently intend to act as a sponsor for the Flyover Comedy Festival in 2021.

Urban Chestnut's sponsorship will be in the form of:

- \$4,000 monetary donation in exchange for branding of a stage and marketing during Flyover Comedy Festival

I hereby, by the power vested in me as a W-2 salaried employee of Urban Chestnut, declare this our Official Letter of Intent.

Be assured, this is NOT a legal document or contract of any kind and does not bind us to procure the in-kind and monetary contributions detailed above.

Urban Chestnut
Chris Gorman
chris@urbanchestnut.com



Aug. 6, 2021

Sent Via Email Only

Zach Gzehoviak
Flyover Comedy Festival
4661 Maryland Ave.
St. Louis, MO 63108

RE: 2021 Flyover Comedy Festival

Mr. Gzehoviak:

Please accept this letter confirming that Hipskind & McAninch, LLC, again intends to act as a sponsor for the Flyover Comedy Festival in 2021. Hipskind & McAninch's donation will be in the form of: (a) a monetary donation in the amount of at least \$4,500. I hereby declare this as our official letter of intent. Be assured that this is not a legal document or contract.

Sincerely,

Sincerely,

Brady McAninch

**Flyover Comedy Festival
Current Fiscal Year Organization Budget
Years End 12/31/21**

REVENUES		2021
Government Grants		
	Grove Community Improvement District	12,000.00
Contributions		
	Sponsorship	12,000.00
	Individual	4,500.00
	Board Giving	1,500.00
Program Revenue		
	Ticket sales	10,000.00
	Merch	1,500.00
	Submissions	5,800.00
Total Projected Income		47,300.00
EXPENSES		
	Salaries	\$ 2,000.00
	Talent	\$ 16,000.00
	Artist/Industry Hotel	\$ 2,800.00
	Artist Travel	\$ 3,000.00
	Artist Hospitality	\$ 1,500.00
	Insurance	\$ 1,200.00
	Marketing/Advertising & Website	\$ 5,000.00
	Merchandise & Printing	\$ 2,000.00
	Wristbands	\$ 600.00
	Sound/Staging	\$ 1,000.00
	Shuttle	\$ 600.00
	Supplies	\$ 400.00
	Photography	\$ 1,500.00
	Meetings / Meals & Entertainment	\$ 750.00
	Industry Travel	\$ 1,500.00
	Banking Fees	\$ 200.00
Total Estimated Expenses		\$ 40,050.00

**Flyover Comedy Festival
Statement of Financial Position
Years Ended 12/31/19 and 12/31/18**

ASSETS	2019	2018
Cash (Checking Account)	\$ 7,625.00	\$ 3,004.00
Total Cash & Equivalent	\$ 7,625.00	\$ 3,004.00
Other Assets		
Pledges Receivable	\$ 17,783.70	\$ 14,583.00
Grants Receivable	\$ 9,000.00	\$ 3,000.00
Submissions Fees	\$ 5,851.40	\$ 5,700.00
Tickets, Merchandise & Other	\$ 15,731.79	\$ 14,252.93
Total Other Assets	\$ 48,366.89	\$ 37,535.93
Total Assets	\$ 55,991.89	\$ 40,540.00
LIABILITIES & NET ASSETS		
Liabilities		
Salaries	\$ -	\$ 1,325.00
Talent	\$ 20,589.24	\$ 15,159.00
Artist Hotel	\$ 2,654.07	\$ 2,469.00
Artist Travel	\$ 7,157.85	\$ 1,811.00
Artist Hospitality	\$ 1,350.00	\$ 1,563.00
Insurance	\$ 450.00	\$ 483.00
Marketing/Advertising & Website	\$ 7,588.83	\$ 2,738.00
Merchandise & Printing	\$ 5,475.00	\$ 4,048.00
Wristbands	\$ 576.29	\$ 535.00
Sound/Staging	\$ 747.50	\$ 694.00
Shuttle	\$ 750.00	\$ -
Supplies	\$ 578.32	\$ 217.00
Video	\$ 2,387.80	\$ 700.00
Photography	\$ 2,237.80	\$ 750.00
Meetings / Meals & Entertainment	\$ 560.48	\$ 423.00
Industry Travel	\$ 559.56	\$ -
Staff Travel	\$ 866.57	\$ -
Professional / Business Development	\$ 798.58	\$ -
Banking Fees	\$ 190.00	\$ -
Total Liabilities	\$ 55,517.89	\$ 32,915.00
Net Assets		
Net Income	\$ 474.00	\$ 7,625.00
Total Net Assets	\$ 474.00	\$ 7,625.00
Total Liabilities & Net Assets	55,991.89	\$ 40,540.00

**Flyover Comedy Festival
Statement of Activities
Years Ended 12/31/19 and 12/31/18**

		2019	2018
REVENUES			
Government Grants			
	Grove Community Improvement District	\$ 5,000.00	\$ 3,000.00
	Regional Arts Commission of Saint Louis	\$ 4,000.00	-
Contributions			
	Corporations	\$ 6,583.70	\$ 8,500.00
	Individuals	\$ 10,000.00	\$ 5,000.00
	Board Giving	\$ 1,200.00	\$ 1,083.00
Program Revenue			
	Ticket & Merchandise Sales	\$ 15,731.79	\$ 13,053.00
Other Revenue			
	Submissions	\$ 5,851.40	\$ 5,700.00
Total Income		\$ 48,366.89	\$ 36,336.00
EXPENSES			
	Salaries	\$ -	\$ 1,325.00
	Talent	\$ 20,589.24	\$ 15,159.00
	Artist Hotel	\$ 2,654.07	\$ 2,469.00
	Artist Travel	\$ 7,157.85	\$ 1,811.00
	Artist Hospitality	\$ 1,350.00	\$ 1,563.00
	Insurance	\$ 450.00	\$ 483.00
	Marketing/Advertising & Website	\$ 7,588.83	\$ 2,738.00
	Merchandise & Printing (Apparel, Posters, Event Programs)	\$ 5,475.00	\$ 4,048.00
	Wristbands	\$ 576.29	\$ 535.00
	Sound/Staging	\$ 747.50	\$ 694.00
	Shuttle	\$ 750.00	\$ -
	Supplies	\$ 578.32	\$ 217.00
	Video	\$ 2,387.80	\$ 700.00
	Photography	\$ 2,237.80	\$ 750.00
	Meetings / Meals & Entertainment	\$ 560.48	\$ 423.00
	Industry Travel	\$ 559.56	\$ -
	Staff Travel	\$ 866.57	\$ -
	Professional / Business Development	\$ 798.58	\$ -
	Banking Fees	\$ 190.00	\$ -
Total Expenses		\$ 55,517.89	\$ 32,915.00
Change in Net Assets		\$ (7,151.00)	\$ 4,621.00

August 6, 2021

Sent Via Email Only Alayna Graham
Project Manager, Park Central Development
4512 Manchester Ave.,
Suite 100 St. Louis, MO 63110

RE: 2021 Flyover Comedy Festival

**2021 FLYOVER COMEDY
FESTIVAL SAFETY AND SECURITY
PLAN**

Dear Alayna Graham:

Please accept this as the Safety and Security Plan for the 2021 Flyover Comedy Festival. The 2021 Festival will be held at four different venues along Manchester Road in The Grove. Each of the four host locations will staff their respective locations during the 2021 Festival. This means that each host is responsible for its own security, health and safety, alcohol sales, along with crowd and waste management. The Flyover Comedy Festival will assure that at least one trained volunteer will be present for each show and event during the 2021 Festival. Each of these volunteers will undergo training procedures and will report to one member of the board of directors for the Flyover Comedy Festival should any unexpected issues arise.

In regard to Covid-19 Safety, not only are we requiring all participants and volunteers to provide proof of vaccination, we also currently plan to require all festival goers to provide proof of vaccination. We will work with partner venues to ensure city guidelines for Covid-19 safety are being met.

Additionally, Flyover Comedy Festival will obtain insurance coverage, listing The Grove CID as an additional insured, for each show and event during the 2021 Festival. Should you have any additional questions, please, do not hesitate to contact me directly.

Sincerely,

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

Brady McAninch



314-363-1899



sara@engagetaste.com



www.engagetaste.com



100 Kingshighway Blvd. #1210
St. Louis, MO 63108

DRAFT CONTRACT

TERMS

YEAR TWO PROPOSAL

- The original contract expired August 17th, 2021.
- This is a DRAFT contract being made available for renewable for a Marketing Committee Meeting 8/24.
- Photography will be handled going forward by Jack Connaghan; contract to be managed separately.
- If accepted for a new year term, a review will be scheduled to assess what was working and what wasn't over the last 12 months of work (during which a pandemic changed the landscape a bit) so that a new roadmap can be built.

BILLING

- Invoiced monthly; Payable upon receipt

SOCIAL MEDIA MARKETING AGREEMENT

This Social Media Marketing Agreement (hereinafter "Agreement"), is made effective as of August 24, 2021 by and between the following parties:

Park Central Development, hereinafter referred to as "Client," having an address at
4512 Manchester Ave, St. Louis, MO 63110
Email: alayna@pcd-stl.org

And

Sara Graham, hereinafter referred to as "Marketer," having an address at
100 N Kingshighway Blvd. Apt 1210 St. Louis, MO 63108
Email: sara@engagetaste.com

The parties shall be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client is engaged in the following business (the "Business"):

WHEREAS, Marketer has expertise and experience in creating, overseeing, and operating successful social media marketing campaigns;

WHEREAS, Client would like to engage Marketer to create and/or manage certain Campaigns, as defined more fully below;

NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Marketer agrees to produce certain Campaigns, as described below, for Client. Marketer will be engaged solely and exclusively for the limited purpose of provision of the Campaigns.

Neither party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Article 2 - DESCRIPTION OF SERVICES & WARRANTIES:

The Client hereby engages the Marketer and the Marketer accepts such engagement to create and/or manage the following Campaigns:

Title: The Grove

Description:

Neighborhood Social Media Account

Marketer represents and warrants that Marketer has the knowledge, skills, and experience necessary to be lawfully engaged for the purposes described above. Marketer agrees that any original copy provided within the Campaigns will be the sole and exclusive authorship of Marketer and that the copy will be free from plagiarism. Marketer agrees to use reasonable care, as is considered standard in Marketer's industry, to ensure that all statements contained within the Campaigns are true and do not infringe upon the copyright, right of privacy, right of publicity, or any other proprietary right of any third party. Client acknowledges and agrees, however, that full and final verification for accuracy is Client's responsibility.

Article 3 - EDITS AND APPROVAL:

The Client agrees not to alter the unless the alterations are agreed upon by both parties in writing and notated within or upon this Agreement.

Marketer's fees include the following number of edit rounds per: 1. These edits include the following components:

Topic, spelling, grammar, etc.

If Marketer shall not hear from Client within the following specified number of days after submission of the revisions, the revisions shall be considered accepted with no further changes permitted: 7.

If the Client wishes to alter the beyond the initial descriptions listed and beyond the included edits, Marketer will still be owed all fees invoiced before any additional edits are made. Marketer shall then invoice for additional edits, which will be determined at the time the edits are discussed.

Article 4 - INTELLECTUAL PROPERTY:

All intellectual property contained within the will become the intellectual property of Client, free and clear, as a work-made-for-hire.

Marketer may be engaged or employed in any other business, trade, profession, or other activity which does not place Marketer in a conflict of interest with the Client, provided, that, during the term, Marketer shall not be engaged in any business activities that compete with the business of the Client without the Client's prior written consent.

Article 5 - FEES AND EXPENSES:

Client will be billed through an invoicing system monthly in the amount of \$1,000 (one thousand two hundred fifty US dollars) for social media services rendered. (Photography services will be billed separately.)

Payment will be made within the following amount of time after receipt of the invoice: upon receipt.

Article 6 - TAXES:

Marketer herein acknowledges that they will receive an IRS Form 1099-MISC from the Client. Client shall not withdraw any applicable tax funds from any fees paid to Marketer. Marketer and Client shall each be solely responsible for all of the federal, state, and local taxes applicable to them.

Article 7 - MILESTONES:

This Agreement will be of an indeterminate length and the independent contractor relationship will be ongoing unless terminated by either Party in writing.

Marketer agrees to the following milestones:

Monthly Meetings & Reporting

Article 8 - NONEXCLUSIVITY:

Client and Marketer hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between the Parties. Marketer shall be free to continue working for and taking on new clients, without regard to Client. Marketer does not need Client approval for any such work. Client is also free to hire additional marketers for any of Client's work and does not need Marketer's approval to do so.

Article 9 - CLIENT LEGAL REQUIREMENTS:

It is the Client's sole and exclusive responsibility to ensure that all legal requirements for Client's business are met. Such legal requirements include, but are not limited to, ensuring claims on advertising and graphics are true, accurate, and may be legally stated, as well as ensuring all products and product sales are lawful. Marketer shall not be responsible for any legal, technical, or regulatory specifications.

Article 10 - TERMINATION:

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party. If Client finds Marketer's work unsatisfactory, Marketer shall be given the following amount of time for one revision to cure: 10 days. After this cure period, if Client still finds the work unsatisfactory, Marketer shall not be under any additional obligations. Client shall still be responsible to pay Marketer all due fees and the Parties may then terminate this Agreement.

This agreement will also immediately terminate upon the death of the Marketer or Client, the inability of the Marketer to perform the services because of a sudden and medically documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client or Marketer in any manner, or the filing of any petition by or against the Client or Marketer under federal or state bankruptcy or insolvency laws. This Agreement may also be terminated by either Party in writing. Notice shall be given at least the following amount of time before termination: 10 days.

Upon termination for any reason, all fees and reimbursements shall be paid and provided to the Marketer as they have accrued up to the date of termination.

Upon expiration or termination of this agreement, or at any other time upon the Client's written request, Marketer shall promptly after such expiration or termination:

- Deliver to the Client all work (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Marketer's use by the Client;
 - Deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Client's confidential or proprietary information, as discussed further elsewhere in this Agreement;
 - Permanently erase all of the confidential or proprietary information from any of the Marketer's computer systems;
- and
- Certify in writing to the Client that Marketer has complied with the requirements of this clause.

Article 11 - CONFIDENTIAL OR PROPRIETARY INFORMATION:

Marketer hereby acknowledges and agrees that Marketer may receive confidential and/or proprietary information relating to Client's business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to Client's business and it has been developed or obtained over time, with significant resources involved. Marketer understands and agrees that any unintended disclosure of any of the

confidential and/or proprietary information would be significantly detrimental to Client. As such, Marketer agrees that they shall:

- I) Not disclose the confidential and/or proprietary information by any means not authorized by the Client to any third parties;
- II) Not copy or duplicate the confidential and/or proprietary information unless specifically directed to do so by the Client;
- III) Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement;
- IV) Not use the confidential and/or proprietary information for any purpose except those expressly authorized by the Client;
- V) Inform Client immediately if Marketer becomes aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

Article 12 - PORTFOLIO USE:

Notwithstanding the specific rights of intellectual property outlined by this Agreement, Marketer shall be permitted to use all work in Marketer's professional portfolio, after such work has been made public by the Client. Nothing contained herein shall limit Marketer's such right.

Article 13 - INDEMNIFICATION:

Marketer and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 14 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 15 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Marketer will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 16 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Missouri without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the work provided hereunder: St. Louis City.

Article 17 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

Article 18 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 19 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

Article 20 - FORCE MAJEURE:

Marketer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Article 21 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 22 - ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Client and Marketer relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client:

Name: _____

Marketer:

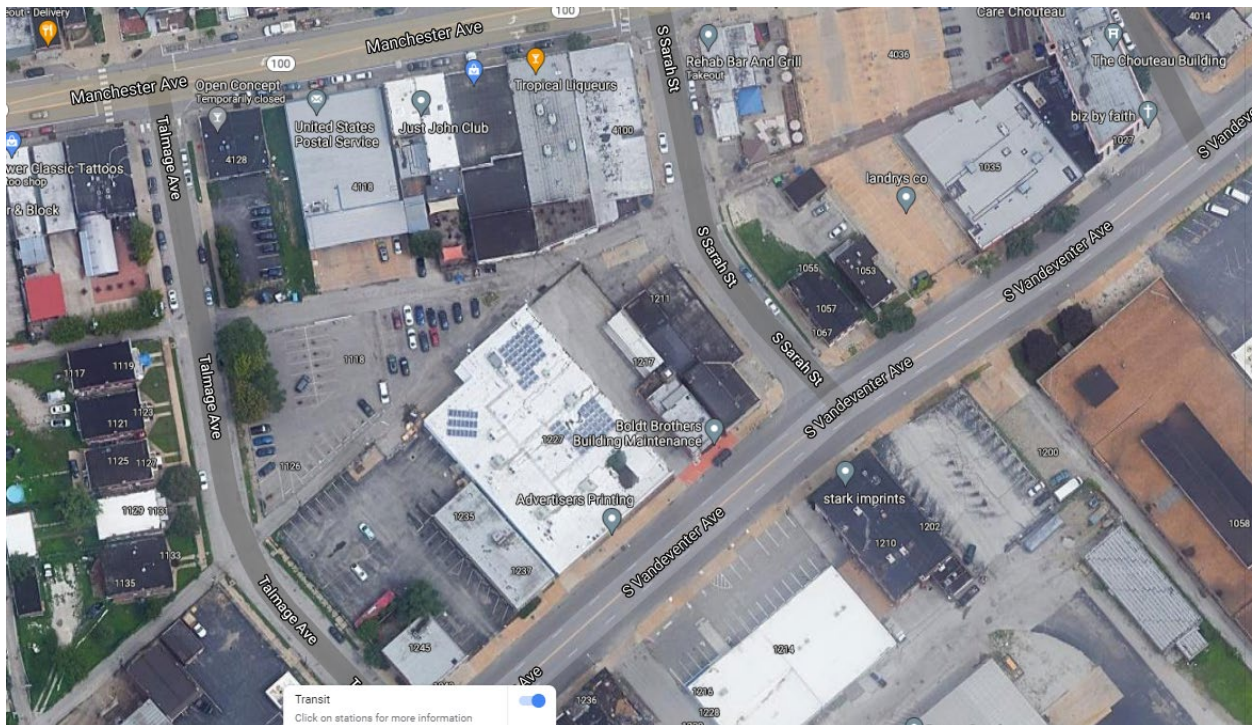
Name: Sara Graham 08/23/2021

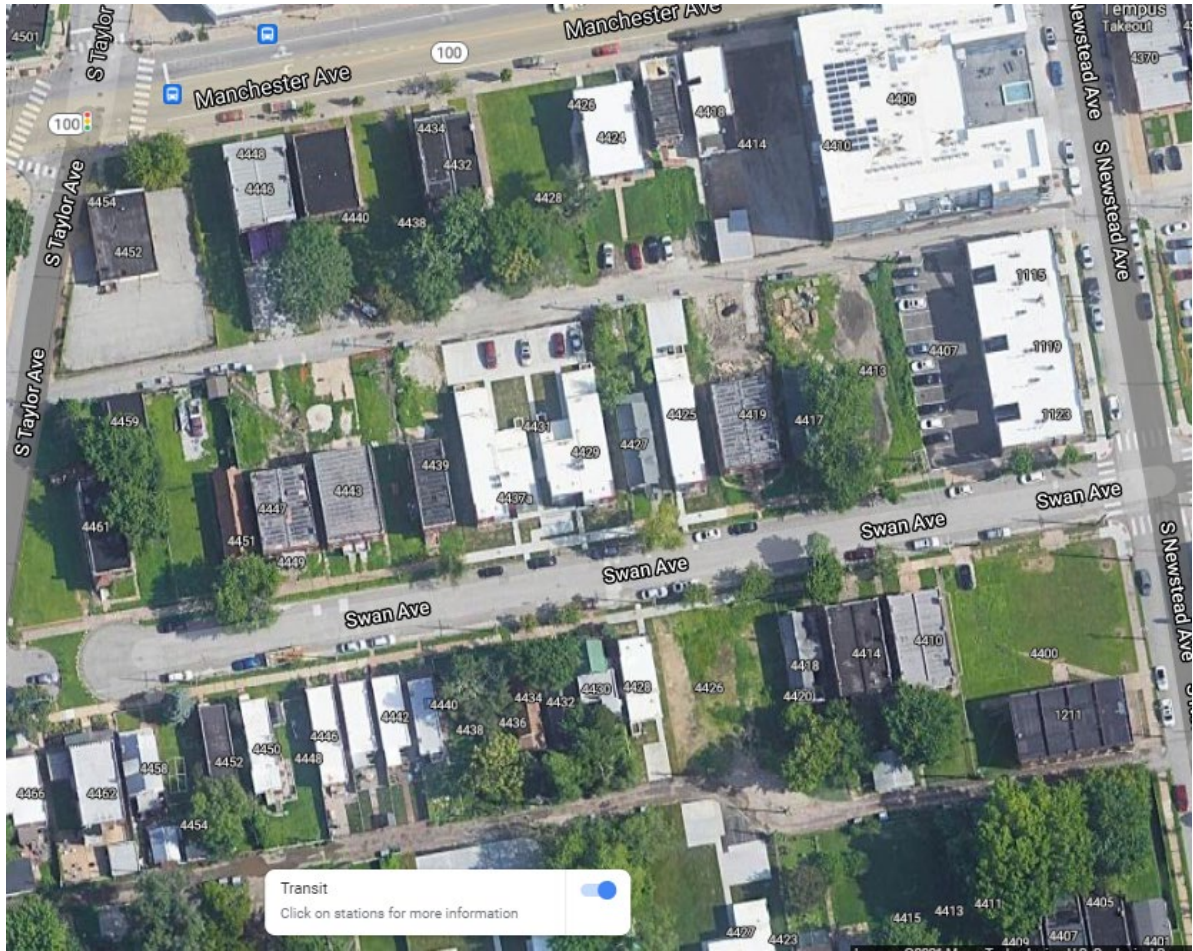
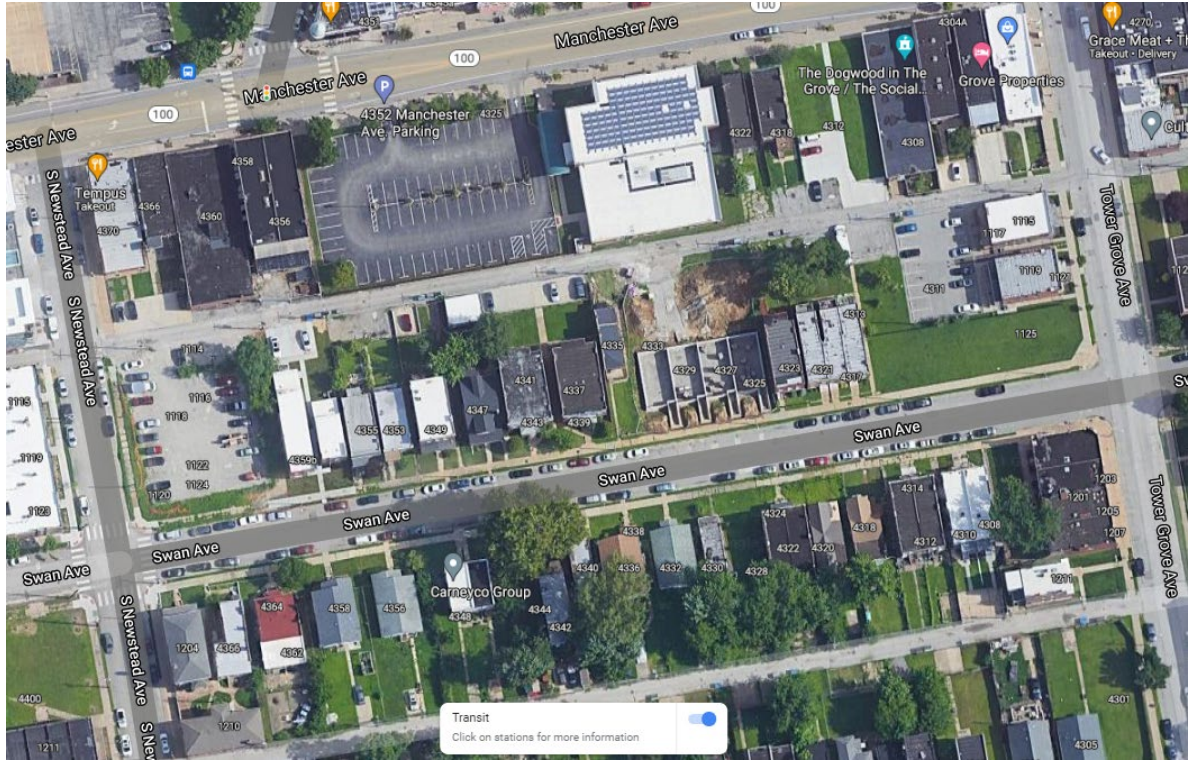
Alley Repaving

The Streets Commissioner said the cost to pave the alley bounded by Manchester, Sarah, Talmage, Vandeventer will cost approximately \$14,000. \$7,000 would come from the CID and \$7000 from the alderwoman if she agrees

4300 Manchester/Swan (Grove CID may pay) \$11,000

4400 Manchester/Swan (Grove CID may pay) \$9,000







The Grove CID Public Services & Improvements Committee Application

The Grove Community Improvement District Public Services & Improvements Committee is charged with advising the Grove CID Board of Directors on ways to improve public spaces and transportation in the Grove CID.

Name: Shelley Niemeier Date: 31 August 2021

Address: 4168 Manchester, St. Louis, MO 63110

Email: shelley@spacestl.com

Telephone: 3145344168

Business Owner yes Resident

If yes to business owner, what business? SPACE Architects + Designers + Builders

Why are you interested in joining the Grove CID Public Services & Improvements Committee?

As a business owner and former resident of the Grove, I want to see the neighborhood flourish and be a welcoming place for residents, businesses, and visitors. If I have any talents and
expertise that would be useful for the group, I'm happy to help however I can.

Please describe any experiences that prepare you to serve on this committee.

My day job is split between interior design, construction coordination, and marketing, so

I have a mix of skills that could be useful to the committee. In addition, my prior

career was in nonprofit management, so I have experience in grantwriting, fundraising,

and special event planning/execution.

Signature:  _____ Date: 31 August 2021

YOUR COMPLETED APPLICATION MAY BE SUBMITTED BY EMAIL TO:

Ashley Johnson (Director of Special Taxing Districts)

ashley@pcd-stl.org

Or dropped off at Park Central Development, 4512 Manchester Ave, St. Louis, MO 63110

Disclaimer: The submission of this application does not guarantee you will be selected for the Committee Board.



August 25, 2021

To Whom It May Concern:

Re: Green Street Real Estate Ventures board seat on Grove CID board

Joel Oliver currently serves as Treasurer on the Executive Board for the CID as Green Street's representative. Green Street's board seat is due to it holding 4% of assessed valuation of the CID.

Please accept this letter as resignation of Joel's seat. Green Street would like Matt Bauer to fill its seat going forward. Joel will stay in his roll on the board until Matt can be confirmed.

Sincerely

A handwritten signature in blue ink, appearing to read "Joel Oliver", is written over the word "Sincerely".

Joel Oliver



Special Taxing District Board Interest Form

Park Central Development manages the administration of several special taxing districts within the City of St. Louis. Each district has a Board of Directors who determines which initiatives will be carried out within the footprint. The boards are comprised of community stakeholders who meet on a regularly scheduled basis to discuss projects affecting the district including safety and security, economic development, infrastructure, public improvements, marketing and special events.

Those interested in serving on a Board of Directors or learning more about the various opportunities to serve can submit the following form to Park Central Development. For more information on the special taxing districts we serve, visit our website at parkcentraldevelopment.org.

Please print legibly:

Name: _____

Check all that apply: Property Owner: Y N Renter: Y N

Business Owner: Y N Company Name: _____

Address: _____

Cell Phone: Work Phone: Email: _____

I am interested in serving on the board for the following districts: (Please indicate with a ✓).

- Checkboxes for: CWE Southeast Special Business District, Euclid South Community Improvement District, Grove Community Improvement District, DeBaliviere Place Special Business District, Kingsway Special Business District

★★ Please note any times or days that you are NOT available to meet. ★★

INTEREST: Please describe your expertise or professional strengths, and how they apply to the choice you've selected above.

Please share any other information that may help us better understand your interests and commitment.

Please accept my application form. I understand that submitting this form does not guarantee appointment at this time.

Signature: [Handwritten Signature] Date: _____

Please submit this form to Park Central Development, 4512 Manchester Ave., Suite 100, St. Louis, MO 63110

(or email to Ashley@pcd-stl.org)

