

MINUTES OF ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS OF DUTCHTOWN COMMUNITY IMPROVEMENT DISTRICT

1. The Board of Directors (“Board”) of Dutchtown Community Improvement District (the “District”) held its organizational meeting on JULY 27 2017 at 5.30 PM CST at Urban Eats Café , 3301 Meramec, St Louis Mo 63118
2. Attendance:
 - a. Directors present: Ashley Raineri, Chairperson, Stephen Bruce, Vice Chairperson, Brad Plein, Treasurer, Caya Aufiero Secretary, Tony Duncan
 - b. Directors absent: Teri Bearden
 - c. Directors excused: Steve Limmer
 - d. Guests present by invitation of the Board: Stevie Limmer, Rob Droney, Maude Bauschard, Nate Lindsey, Dan Winkelmann, Brandon Jacobsen, members of the public
3. Presiding Officers and Quorum. Chairperson Ashley Raineri called the meeting to order. Caya Aufiero acted as secretary. Ashley announced that a quorum of the directors was present, and that the meeting, having been duly convened, was ready to proceed with its business.
4. Ordinance and Swearing in of the Board. Ashley stated that the original Petition, submitted to the St Louis City Board of Alderman and Ordinance 70,559 forming the District was adopted on June 9, 2017 and effective on July 21, and a majority of the Board was sworn in on July 21, 2017. The Secretary has inserted a copy of the Ordinance into the Board book. Steve Limmer from the Original Crusoes, has submitted his resignation from the Board for health reasons but his daughter Stephenie Limmer (Stevie) has agreed to take his place on the board. The Board believes her replacement to be a valuable addition reflective of the original intent of business representation from that area of the footprint, and will take the appropriate steps with the Mayor’s office to finalize her position.
5. RESOLUTION 2017-01 for the Adoption of Bylaws. The matter of the adoption of Bylaws for the regulation of the District was next considered. Ashley presented to the meeting a form of Bylaws prepared by Rob Droney, Pro Bono Attorney of Smith Amundsen LLC and recommended that the same be adopted as the Bylaws of the District. On a motion duly made, seconded and unanimously carried, the Bylaws were adopted.
6. RESOLUTION 2017-02 for the Election of Officers and Board of Directors. The meeting proceeded to the election of officers. Upon a motion duly made, seconded and unanimously carried, the following roster of Officers was adopted.
 - Chairperson – Ashley Raineri
 - Vice Chairperson – Stephen Bruce
 - Secretary – Caya Aufiero
 - Treasurer – Brad PleinThe officers so elected, each being present, accepted his or her office.
7. RESOLUTION 2017-03 for the Depository of Funds. To provide for a depository for the funds of the District and to authorize certain officers to deal with the District funds, a resolution attached to these minutes was adopted upon a motion duly made, seconded and carried.
8. RESOLUTION 2017-04 for an Open Records Policy. Upon a motion duly made, seconded and unanimously carried, a resolution to adopt an Open Records Policy was made. To help our CID Board maintain clear and separate CID communications, Ashley asked Caya to see if John Chen or other tech people could set up a separate website and email addresses for all CID business and report back to the Board at the next regular meeting.

9. RESOLUTION 2017-05 for an Annual Budget. To provide a preliminary framework Budget for the fiscal year of July 1, 2017 through June 30, 2018, a resolution attached to these minutes was adopted upon a motion duly made, seconded and carried.

10. RESOLUTION 2017-06 for the Retention of Professional Firms. Upon a motion duly made, seconded and unanimously carried, a resolution attached to these minutes was adopted that the law firm of Smith Amundsen be retained as legal counsel for the District as may be directed by the officers of this Board.

7. RESOLUTION 2017-07 for a Special Assessment. Upon a motion duly made, seconded and unanimously carried, a resolution for the Imposition of a Special Assessment tax of 1% on residential properties and 1.2% on commercial properties in the CID footprint attached to these minutes was adopted.

8. Chairperson Ashley Raineri asked for a motion to form committees to carry out the ongoing work of the District, each committee to be chaired by a Board member, those committees being Safety/Security, Beautification/Maintenance and Marketing/Development. Upon a motion duly made, seconded and unanimously carried the committees were formed. A number of people in attendance signed up indicating their interest in serving on one of the committees and left their names with the Secretary who will disseminate that information to the corresponding board committee chairs.

There being no further business to come before the meeting, upon a motion duly made, seconded and unanimously carried, the meeting was adjourned at 6.30 p.m. Missouri time.

(See Resolutions and other attachments, pages 1-38, made a part of these Minutes)

Minutes submitted by
Caya Aufiero
Secretary of the Board

**A RESOLUTION OF THE DUTCHTOWN COMMUNITY IMPROVEMENT
DISTRICT APPROVING AND ADOPTING BYLAWS**

WHEREAS, following receipt of a proper petition (the "**Petition**") submitted to the Board of Aldermen of The City of St. Louis, Missouri (the "**City**") pursuant to the Missouri Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**"), and conclusion of a duly noticed public hearing, the Dutchtown Community Improvement District (the "**District**") was formed by the Board of Aldermen of the City (the "**Board**") by Ordinance No. 70,559 (the "**Ordinance**") adopted on June 9, 2017 and effective July 21, 2017, as a political subdivision; and

WHEREAS, the initial members of the Board of Directors of the District (the "**Board**") were appointed by the Mayor of the City with the consent of the Board pursuant to the Ordinance; and

WHEREAS, in order to provide for the effective organization and governance of the District, the Board desires to adopt those Bylaws attached hereto as Exhibit A (the "**Bylaws**"); and

WHEREAS, the Board desires to ratify, acknowledge and accept all lawful actions taken by or on behalf of the District prior to this date.

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

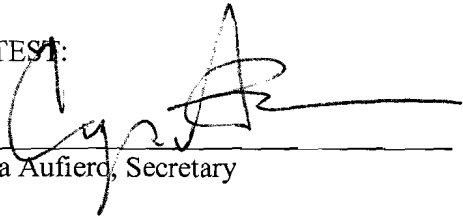
1. The Bylaws attached hereto as Exhibit A are approved and adopted and shall govern the affairs, organization and business of the District.
2. The Secretary of the Board is instructed to certify the Bylaws and cause the Bylaws to be made a part of the corporate records of the District.
3. All lawful actions taken by or on behalf of the District for purposes of its formation and in furtherance of the proposed projects to be undertaken by the District are hereby ratified, acknowledged and accepted.
4. The Board and the officers thereof are authorized and directed to take all further action necessary to carry out the purpose and intent of this Resolution.
5. The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Directors would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.
6. This Resolution shall be in full force and effect from and after its adoption as provided by law.

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Adopted this 27 day of July, 2017.



Ashley Raineri, Chairman

ATTEST:


Caya Aufiero, Secretary

Exhibit A

Bylaws

(see attached)

**BYLAWS
OF
THE DUTCHTOWN COMMUNITY IMPROVEMENT DISTRICT**

ARTICLE I

Defined Terms

1. Board. The Board of Directors of the District, which is the governing body of the District.
2. CID Act. Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.
3. Clerk. The Clerk of the City.
4. City. The City of St. Louis, Missouri.
5. Board of Aldermen. The Board of Aldermen for the City.
6. District. The Dutchtown Community Improvement District, a political subdivision created pursuant to the CID Act, and formed by the City by the Ordinance.
7. Voting Directors. Members of the Board authorized to vote on Board resolutions.
8. Ex Officio Directors. Members of the Board who may participate in Board meetings but are not authorized to vote on Board resolutions.
9. Ordinance. Ordinance No. 70,559, passed and approved by the Board of Aldermen on June 9, 2017 and effective July 21, 2017.
10. Owners. The owners of a fee interest in real property that is located within the District.
11. Petition. The Petition to Establish a Community Improvement District as amended by that Amended Petition to Establish a Community Improvement District approved by the City Register on April 24, 2017.
12. Open Records Law. Sections 610.010 to 610.225, RSMo, governing meetings of public governmental bodies including the Board, as now or hereafter amended.

Any term undefined by this Article shall have the same meaning as such term is given under the CID Act, if defined therein, otherwise as defined by the Open Records Law, or other Missouri statute or case law.

ARTICLE II

Offices and Records

Section 2.1 Principal Office. The principal office of the District shall be located within the boundaries of the City at such place as may from time to time be designated by the Board, provided, however, that the initial principal office of the District shall be at 3301 Meramec St. Louis, Missouri 63118.

Section 2.2 Records. The District shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of the Board and each committee of the Board, if any. The District shall keep at its principal office a record of the name and address of each Director.

ARTICLE III

Board of Directors

Section 3.1 General Powers. The business and affairs of the District shall be managed by, or under the direction of, the Board.

Section 3.2 Number, Term of Office and Qualifications. The Board shall consist of seven (7) voting members (the "Voting Directors") and up to four (4) ex officio members (the "Ex Officio Directors").

Section 3.3 Qualifications. Each Director shall meet the following requirements:

- A. Be a citizen of the United States of America;
- B. Be at least 18 years of age; and
- C. Either be an owner of real property in the District or the legally authorized representative of such an owner, or an owner of a business operating within the District or the legally authorized representative of such owner, or a registered voter residing within the District, as provided in the Act.
- D. Be a resident of the State of Missouri.

Section 3.4 Terms. The terms of the initial Directors shall be as set forth in the Board of Aldermen Ordinance appointing the Directors and shall continue until the Directors' successors have been duly appointed and commenced their terms of office.

A Director shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a Director (i) unless such Director is qualified to act as such, and (ii) until the time such Director accepts the office of Director either by a written acceptance or by participating in the affairs of the District at a meeting of the Board or otherwise.

In the event a Director is not able to serve his or her full term ("Exiting Director"), for any reason, any vacancy of the Board shall be filled by appointment of a Director ("Interim Director") by a majority vote of the Board. Any Interim Director shall be of the same type as the Exiting Director. An Interim Director shall serve until his or her successor has been duly appointed and has commenced his or her term of office.

A Director can be removed with cause by a two-thirds affirmative vote of the entire Board. Written notice of the proposed removal shall be given to all Directors prior to action thereon.

Any Director may resign from the Board for any reason at any time. Such resignation shall be in writing addressed to the Secretary or Chairman of the District and shall be effective immediately upon its acceptance by the Board or as such resignation may provide. In the event any Director ceases to qualify as a Director, no such resignation shall be required and the occurrence of any event which disqualifies the Director shall be the date of resignation.

Section 3.5 Successor Directors. Successor Directors, whether to serve a new term or to fill a vacancy on the Board not filled by an Interim Director, shall be elected pursuant to the Petition and the procedures of Section 67.1451.4 of the CID Act. Successor Directors shall serve terms of four (4) years.

Section 3.6 Regular Meetings. The Board shall hold regular meetings at the principal office of the District or at any other place within the City as may be determined by the Board. The time, date and location of regular meetings shall be determined by the Directors from time to time. One such regular meeting shall be the District's annual meeting, which shall be held the fourth Thursday of May each year or at such other date and time as may be agreed by a majority of the Board.

Section 3.7 Special Meetings. The Chairman or any two (2) Directors may call special meetings of the Board and may fix the time and place of the holding of such meetings, which shall be held for the purpose of transacting any business designated in the notice of the special meeting.

Section 3.8 Notices.

A. Notice to Directors.

(1) Annual and Regular Meetings. Written or printed notices of meetings of the Board, whether specifically required by the CID Act, the Open Records Law or any other Missouri statute regulating meetings of public governmental bodies, the definition of which includes the Board, shall be delivered personally, by mail, by electronic mail, or by facsimile to each Director at least twenty-four (24) hours prior to each scheduled meeting.

(2) Special Meetings. Notice of a special meeting shall be delivered personally, by mail, by electronic mail, or by facsimile to each Director at least two (2) days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the notice; however, if all of the Directors are present at a special meeting, any item of business, whether or not designated in the notice, may be transacted with their unanimous consent.

If mailed, the notice of a meeting given to a Director shall be deemed to be delivered when deposited in the United States mail, addressed to the Director at the address on the records of the District, with postage thereon prepaid.

B. Notice to the Public. Notice of the time, date and place of each meeting of the Board, its tentative agenda, and whether any portion of the meeting will be closed shall be given to the public at least twenty-four (24) hours in advance of the meeting time, exclusive of weekends and holidays, in a manner reasonably calculated to advise the public of the matters to be considered and in compliance with the Open Records Law. Copies of this notice shall be posted on a bulletin board or other prominent place which is

easily accessible to the public and clearly designated for that purpose at the principal office of the District. Copies of such notice shall at the same time be provided to any representative of the news media who requests notice of meetings of the District. In addition to the above requirements, if the Board proposes to hold a closed meeting, closed portion of a public meeting, or closed vote, the notice shall state the reason for holding such closed meeting, closed portion of a public meeting, or closed vote by reference to the specific exception allowed pursuant to the Open Records Law.

- C. Waiver of Notice. Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the times stated therein, shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting, either in person or by electronic means (e.g. teleconference, webcast, telephone), shall be deemed a waiver of any objection to a lack of notice pursuant to this section.

Section 3.9 Special Circumstances. When it is necessary to hold a meeting of the Board on less than twenty-four (24) hours notice, at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying departure from the normal requirements shall be stated at the beginning of the meeting and recorded in the minutes.

Section 3.10 Quorum. A majority of the Directors serving at the time of any meeting shall constitute a quorum for the transaction of business at such meeting. If a quorum shall not be present at any such meeting, a majority of the Directors then present shall have power to adjourn the meeting to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

Section 3.11 Action. The vote of the majority of the Directors present in any meeting at which a quorum is present shall bind the District.

Section 3.12 Telephone/Electronic Participation in Meetings. Directors may participate in any Board meeting by telephone or other electronic means so long as all persons participating in the meeting can hear one another, and a location has been identified in the notice of the meeting at which members of the public shall be allowed to observe and attend the public meeting so that the requirements of the Open Records Law are met. Participation by a Director in Board meetings by telephone or other electronic means shall constitute the Director's presence in person at the meeting and any Director participating in this manner shall be entitled to vote and will count for the purpose of determining whether a quorum is present.

Section 3.13 Manner of Voting. Each Director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision. Votes by the Directors shall be by voice vote unless the presiding officer shall direct or any Director shall demand a vote by roll call or by ballot, provided however, that any votes taken during a closed meeting shall be taken by roll call. In the case of an abstention or a nay vote, the Director so abstaining or voting nay may

be identified in the minutes of such meeting. However, when any Director is participating in a Board meeting by conference telephone or other similar communications equipment, the presiding officer of the meeting shall take all votes by roll call.

Section 3.14 Compensation. No Director shall receive compensation from the District for any services performed; provided, however, upon approval of the Board, Directors may receive reimbursement of actual and necessary expenses incurred by them on behalf of the District.

ARTICLE IV

Officers

Section 4.1 Officers. The officers of the District shall consist of Chairman, Vice Chairman, Secretary, Treasurer and such other offices as may from time to time be established by the Board. The Chairman, Vice Chairman, Secretary and Treasurer shall be appointed from the Board and shall at all times while holding such offices be members of the Board. One or more offices may be filled by the same person.

Section 4.2 Election and Term of Office.

- A. Chairman, Vice Chairman, Secretary, and Treasurer. At the meeting of the Board where these Bylaws are adopted, and at each annual meeting thereafter, the Board shall elect from its membership a Chairman, Vice Chairman, Treasurer, and Secretary to serve for the ensuing year or until the next annual meeting.
- B. Other Officers. All other officers of the District shall be elected annually by the Board at the annual meeting of the District.
- C. If the annual election of officers shall not be held at the annual meeting, all previously elected officers shall continue to hold their respective offices and the annual election shall be held as soon thereafter as convenient to the Board. Any officer duly elected may succeed himself. Each officer shall hold office until his successor shall be duly elected and qualified or until termination of his office as provided by these Bylaws.

Section 4.3 Removal. Any officer or agent elected or appointed by the Board may be removed by it whenever, in its judgment, the best interests of the District will be served thereby. If any officer who is required be a Director ceases to be a Director, then such officer shall automatically be removed from office.

Section 4.4 Vacancies. A vacancy in any office for any reason shall be filled by the Board at any meeting for the unexpired portion of the term of such officer.

Section 4.5 General Powers. The officers of the District shall have such powers as are usual and proper in the case of, and incident to, such offices, except insofar as such power and control is limited by these Bylaws, the Petition, by resolution of the Board or by the CID Act.

Section 4.6 Presiding Officer. The Chairman shall preside at all Board meetings, and in his absence, the Vice-Chairman shall preside and in the absence of both, the Secretary shall preside.

Section 4.7 Duties of Officers.

A. Chairman. The Chairman shall have the following duties and powers:

- (1) To execute contracts, agreements or other documents to the extent such documents are authorized by the Board;
- (2) To direct and manage the day-to-day affairs of the District including, but not limited to, the conduct, management, hiring, or termination of any employees, experts, consultants or professionals;
- (3) To carry into effect all directions and resolutions of the Board; and
- (4) To perform any and all tasks necessary or incidental to the office of the Chairman or the effective management of the District.

B. Vice Chairman. The Vice Chairman shall have the following duties and powers:

- (1) To assist, advise and consult with the Chairman as to the management of the day-to-day affairs of the District, and to carry out such management including but not limited to, the conduct, management, hiring or termination of any employees, experts, consultants or professionals;
- (2) To execute contracts, agreements or other documents to the extent authorized by the Board;
- (3) To perform any and all tasks necessary or incidental to the office of the Vice Chairman or the effective management of the District; and
- (4) To perform the duties and carry out the powers of the Chairman when the Chairman is unavailable.

C. Secretary. The Secretary shall have the following powers and duties:

- (1) Record or cause to be recorded all votes taken and keep the minutes for the meetings of the Board as provided by law in one or more books provided for that purpose;
- (2) Assure that all notices are properly given, in accordance with these Bylaws and as required by law;
- (3) Keep a register which includes the address and telephone number of each Director whose address and telephone number shall be

furnished to the Secretary by the Director;

- (4) Perform all duties incidental to the office of Secretary and such other duties as may be assigned to the Secretary by the Chairman or the Board;
- (5) Serve as the custodian of records of the District; and
- (6) Exercise such other duties as are from time to time delegated by the Board by resolution.

D. Treasurer. The Treasurer shall have the following powers and duties:

- (1) Cause all money paid to the District from all sources whatsoever to be properly receipted;
- (2) Cause all funds of the District to be deposited in such banks, trust companies or other depositories as shall be selected by the Board;
- (3) Authorize, pursuant to Board direction, all orders and checks for the payment of money and shall cause the District's money to be paid out as directed by the Board;
- (4) Prepare preliminary annual budgets and final annual budgets of the District, unless such duty is otherwise delegated by the Board;
- (5) Assure that regular books of accounts are kept showing receipts and expenditures, and render to the Board, at each regular meeting (or more often when requested), an account of the District's transactions and also of the financial condition of the District;
- (6) Perform all duties incidental to the office of Treasurer and such other duties as may be assigned to the Treasurer by the Chairman or the Board; and
- (7) If required by the Board, the Treasurer shall give bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. The costs, if any, of such bonds shall be paid by the District.

E. Additional Officers. The powers and duties of any additional officers shall be determined by the Board when creating such offices.

Section 4.8 Compensation. No officer shall receive any salary or other compensation for services rendered; provided, however, upon approval of the Board, officers may receive reimbursement of actual and necessary expenses incurred by them on behalf of the District.

Section 4.9 Employees and Independent Contractors. The District may employ, or contract

with any service provider for the services of technical experts and such other officers, agents and employees, permanent and temporary, as the District may require, and shall determine their qualifications and duties and, if they are employees of the District, their compensation. For such legal services as it may require, the District may retain its own counsel. The District may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

Section 4.10 Delegation. If any officer of the District is absent or unable to act, or for any other reason that the Board may deem necessary, the Board may delegate, for such time, some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the District or other responsible person, provided a majority of the Board approves such delegation.

ARTICLE V

Contracts, Bank Accounts, Checks and Deposits

Section 5.1 Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District, and such contract may be general or confined to specific instances.

Section 5.2 Bank Accounts. The revenues of the District shall be deposited in such manner as the Treasurer shall direct in such banks or trust companies as the Treasurer may designate. Such accounts shall be special trust funds used specifically for the deposit of District revenue.

Section 5.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the District shall require one signature, such signature being that of the Chairman or Treasurer, or such other officers, agent or agents of the District in such manner as shall from time to time be determined by resolution of the Board.

Section 5.4 Deposits. All funds of the District not otherwise employed shall be deposited from time to time to the credit of the District in such bank, trust companies or other depositories as the Board may select.

ARTICLE VI

Fiscal Year

The fiscal year of the District shall be the same as the fiscal year of the City, July 1 – June 30.

ARTICLE VII

Committees

The Board may from time to time establish such committees and confer upon them such powers as it deems expedient for the conduct of the District's business. The Board may similarly

provide that the members of such committees need not all be members of the Board.

ARTICLE VIII

Amendments

From time to time these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board after five (5) days' written notice of the proposed alteration, amendment or change has been given to each Director, provided that no alteration, amendment or change shall be made without the affirmative vote of a majority of the total number of Directors voting.

ARTICLE IX

Annual Report and Audit

The Board shall prepare and file annual reports and budgets as required by the CID Act or any other applicable law. If, at the time required by the CID Act, the District has not approved and adopted the annual budget, the annual budget of the preceding fiscal year will govern.

ARTICLE X

Indemnification of Directors and Officers

Each person (and heirs and legal representatives of such person) who serves or has served as a Director, officer or employee of the District shall be indemnified by the District against all liability and reasonable expense, including but not limited to, attorneys' fees and disbursements and amounts of judgments, fines or penalties, incurred by or imposed upon him/her in connection with any claim, action, suit or proceeding, actual or threatened, whether civil, criminal, administrative or investigative, and appeals in which he/she may become involved as a party or otherwise by reason of acts or omissions in his/her capacity as and while a Director, officer or employee of the District, provided that such person is wholly successful with respect thereto, unless the Board in its discretion shall determine that such person did not meet the standard of conduct required by these Bylaws.

The term "wholly successful" shall mean termination of any claim, action, suit or proceedings against such person without any finding of liability or guilt against him/her and without any settlement by payment, promise or undertaking by or for such person or the expiration of a reasonable period of time after the making of any claim or threat without action, suit or proceeding having been brought and without any settlement by payment, promise or undertaking by or for such person.

The standard of conduct required shall be that such person acted in good faith for a purpose which he/she reasonably believed to be in the best interest of the District, and that he/she, in addition, in any criminal action or proceeding, had no reasonable cause to believe his/her conduct to be unlawful.

Should indemnification be required under these Bylaws with respect to any claim, action,

suit or other proceeding where the person seeking indemnification has not been wholly successful, such indemnification may be made only upon the prior determination by a resolution of a majority of those members of the Board who are not involved in the claim, action, suit or other proceeding, that such person met the standard of conduct required, or, in the discretion of the Board, upon the prior determination by non-employee legal counsel, in written opinion, that such person has met such standard and, where a settlement is involved, that the amount of the settlement is reasonable.

Indemnification under these Bylaws shall not include any amount payable by such person to the District in satisfaction of any judgment or settlement, and indemnification shall be reduced by the amount of any such judgment or settlement.

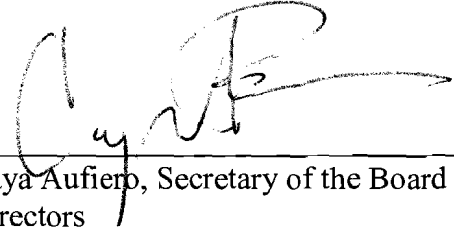
The termination of any claim, action, suit or other proceeding, by judgment, order settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not of itself create a presumption that such person did not meet the standard of conduct required.

Expenses incurred which are subject to indemnification may be advanced by the District prior to final disposition of the claim, action, suit or other proceeding upon receipt of any undertaking acceptable to the District by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he/she is entitled to indemnification.

The right of indemnification shall be in addition to other rights to which those to be indemnified may otherwise be entitled by agreement, operation of law or otherwise and shall be available whether or not the claim asserted against such person is based upon matters which antedate the adoption of these Bylaws. If any word, clause, or provision of these Bylaws or any indemnification made under these Bylaws shall for any reason be determined to be invalid, the other provisions of these Bylaws shall not be affected but shall remain in full force and effect.

CERTIFICATE

The foregoing Bylaws were duly adopted as and for the Bylaws of the Dutchtown Community Improvement District by the Board of Directors of said District at its first meeting held on July 27, 2017.

A handwritten signature in black ink, appearing to read 'Caya Aufiero', is written over a horizontal line. The signature is stylized and cursive.

Caya Aufiero, Secretary of the Board of Directors

A RESOLUTION OF THE DUTCHTOWN COMMUNITY IMPROVEMENT DISTRICT ELECTING OFFICERS

WHEREAS, following receipt of a proper petition (the "Petition") submitted to the Board of Aldermen of the City of St. Louis, Missouri (the "City") pursuant to the Missouri Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), and conclusion of a duly noticed public hearing, the Dutchtown Community Improvement District (the "District") was formed by the Board of Aldermen of the City (the "Board") by Ordinance No. 70,559 (the "Ordinance") adopted on June 9, 2017 and effective July 21, 2017, as a political subdivision; and

WHEREAS, the initial members of the Board of Directors of the District (the "Board") were appointed by the Mayor of the City with the consent of the Board pursuant to the Ordinance; and

WHEREAS, the Board desires to elect officers of the Board including a Chairman, Vice-Chairman, Secretary and Treasurer (collectively, the "Officers").

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

1. The following Directors are elected Officers of the Board for a term of one (1) calendar year or until officers of the Board are re-elected:

<u>Director Name:</u>	<u>Office:</u>
Ashley Raineri	Chairman
Stephen Bruce	Vice-Chairman
Brad Plein	Treasurer
Caya Aufiero	Secretary

2. The Officers shall have such duties and responsibilities, and shall serve for the terms set forth in this Resolution and upon the conditions set forth in the Bylaws of the District.


3. This Resolution shall be in full force and effect from and after its adoption as provided by law.

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Adopted this 27th day of July, 2017.



Ashley Raineri, Chairman

ATTEST:


Caya Auffero, Secretary

RESOLUTION NO. 2017-03

A RESOLUTION OF THE DUTCHTOWN COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING THE ESTABLISHMENT OF ACCOUNTS, FUNDS OR TRUST FUNDS, AND THE UNDERTAKING OF SUCH ACTIONS AS ARE NECESSARY AND PROPER TO OPEN ANY ACCOUNTS.

WHEREAS, the Board of Directors (the "**Board**") of the Dutchtown Community Improvement District (the "**District**") wishes to authorize its Treasurer and/or Chairman, on behalf of the District, to establish such bank account or accounts as may be necessary and appropriate to provide for the deposit of any funds of the District.


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

1. The Treasurer and/or the Chairman of the District are hereby authorized, on behalf of the District, to establish any accounts, funds or trust funds and within them any such sub-account or sub-accounts as the Treasurer and/or the Chairman may, in his or her sole discretion, deem necessary or appropriate to provide for the orderly deposit and safekeeping of any funds belonging to the District, in any bank or similar financial institution having greater than Five Million Dollars (\$5,000,000) in assets.


2. The Treasurer, the Chairman or the Treasurer's or Chairman's authorized representative, is authorized to execute such documents and take such actions as are necessary and proper to open any accounts provided for herein, with the execution and delivery of such documents and the taking of such actions by the Treasurer or the Chairman, or the Treasurer's or Chairman's representative, being conclusive evidence of the necessity and propriety thereof.

3. This Resolution shall be in full force and effect immediately from and after its adoption.

Adopted this 27th day of July, 2017.



Ashley Raineri, Chairman

ATTEST:


Caya Aufiero, Secretary

RESOLUTION OF THE DUTCHTOWN COMMUNITY IMPROVEMENT DISTRICT ADOPTING AN OPEN MEETINGS AND RECORDS POLICY AND AUTHORIZING AND DIRECTING RELATED ACTIONS.

WHEREAS, the Dutchtown Community Improvement District (the “**District**”) is a political subdivision, pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”); and

WHEREAS, as a political subdivision of the State of Missouri, the District is subject to the provisions of Sections 610.010 through 610.225 of the Revised Statutes of Missouri, as amended (the “**Open Records Law**”) as a “public governmental body” thereunder; and

WHEREAS, Section 610.023 of the Open Records Law provides that each “public governmental body is to appoint a custodian who is to be responsible for the maintenance of that body's records”; and

WHEREAS, Section 610.028.2 of the Open Records Law provides that “each public governmental body shall provide a reasonable written policy in compliance with Sections 610.010 to 610.030”; and

WHEREAS, the District desires to adopt a policy with respect to the Open Records Law and to appoint a custodian of records as contemplated thereunder.

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

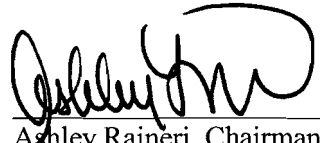
1. The District shall comply with the provisions of the Open Records Law.
2. The District hereby adopts the Open Meetings and Records Policy, attached hereto as Exhibit A and incorporated herein by this reference.
3. Pursuant to Section 610.023 of the Open Records Law, the following is appointed as custodian of the records of the District and is hereby authorized and directed to take any and all actions necessary or appropriate in furtherance of such duties:

Dutchtown Community Improvement District
Attention: Secretary
3301 Meramec Street
St. Louis, Missouri 63118
(314) 596-2292

4. The Board of Directors and the officers thereof are authorized and directed to take all further action necessary to carry out the purpose and intent of this resolution.
5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

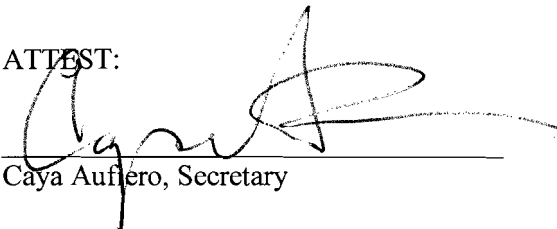
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Adopted this 27th day of July, 2017.



Ashley Raineri, Chairman

ATTEST:



Caya Aufiero, Secretary

Exhibit A

Open Meetings and Records Policy

DUTCHTOWN COMMUNITY IMPROVEMENT DISTRICT

OPEN MEETINGS AND RECORDS POLICY

Section 1. All meetings, records and votes of all boards, commissions, committees or governmental bodies of the Dutchtown Community Improvement District (the “**District**”) are open to the public, except the governmental body may close any meeting, record or vote relating to the following:

(a) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote, settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interest or acting on its behalf of its authority, including any insurance company acting on behalf of a public governmental body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of Section 610.011 of the Revised Statutes of Missouri, as amended, however, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record.

(b) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental body shall be made public within seventy-two (72) hours after execution of the lease, purchase or sale of the real estate.

(c) Hiring, firing, disciplinary or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body must be made available with a record of how each member voted to the public within seventy-two (72) hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two (72) hour period before such decision is made available to the public. As used in this subdivision, the term “personal information” means information relating to the performance or merit of individual employees.

(d) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives, for negotiations with employee groups;

(e) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid;

(f) Sealed bids and related documents, until the earlier of either when the bids are opened, or all bids are accepted, or all bids are rejected;

(g) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such;

(h) Records which are protected from disclosure by law;

(i) Confidential or privileged communications between the governmental body and its auditor, including all auditor work product.

Section 2. All records that may be closed are hereby deemed closed records unless the governmental body votes to make them public. Before closing a meeting to the public, a majority of a quorum of the governmental body must vote to do so in a public vote. The vote of each member of the governmental body on the question of closing the meeting or vote and the reason for closing the meeting by reference to a specific exception listed in Section 1 herein shall be announced publicly at an open meeting of the governmental body and entered into the minutes.

Section 3. The governmental body shall give notice of the time, date and place of a closed meeting or vote and the reason for holding it by reference to a specific exception listed in Section 1 herein. The notice shall be the same as described in Section 4 below. No other business may be discussed in a closed meeting, record or vote which does not directly relate to the specific reason announced to close the meeting or vote to the public. The governmental body holding a closed meeting must close only an existing portion of the meeting facility necessary to house the members of the governmental body in the closed session, allowing members of the public to remain to attend any subsequent open session held by the governmental body following the closed session.

Section 4. The governmental body shall give notice of the time, date, place of each meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered. The notice shall be placed in a prominent place which is easily accessible to the public and clearly designated for the purpose of providing notice at the principal office of the District, 3301 Meramec. St. Louis, Missouri 63118 or at the principal meeting place of the body holding the meeting if the meeting place is not at the District's principal office. Notice shall be given at least twenty-four (24) hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of the meeting. If an emergency makes it impossible or impractical to give twenty-four (24) hour notice, the reason must be reflected in the minutes, and as much notice as is reasonably possible shall be given. Notice shall also be provided to any representative of the news media who requests notice of a particular meeting concurrent with the notice being made available to the members of the particular governmental body.

Section 5. The meeting place must be reasonably accessible to the public and the meeting time must be reasonably convenient to the public. At any meeting conducted by telephone or other electronic means, the public shall be allowed to observe and attend the meeting at a designated location identified in the notice of the meeting. Reasonable efforts must be made to grant special access to the meeting to handicapped or disabled individuals. If it is not possible or not practical to hold the meeting at a time that is reasonably convenient to the public or a place that is reasonably accessible to the public, then the reason must be stated in the minutes.

Section 6. A formally constituted subunit of the District may conduct a meeting without notice as required by this policy during a lawful meeting of the Board of Directors of the District, a recess in that meeting, or immediately following that meeting if the meeting of the subunit is publicly announced at the meeting of the Board of Directors of the District and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the Board of Directors of the District.

Section 7. The Secretary of the District shall be the custodian of records and will be responsible for maintenance and control of all records. The custodian of records will be located at the principal office of the District, 3301 Meramec, St. Louis, Missouri 63118. Fees for copying public records shall not exceed the actual cost of document search and duplication. Copies of records of the District shall be furnished to the public at a cost of no more than \$.10 per page. The hourly fee for duplicating requested records shall not exceed the average hourly rate of pay for clerical staff of the governmental body.

Section 8. All requests for records, notices, or information shall be in writing, and shall be accompanied by a deposit of the estimated cost of reproducing the requested information. Oral requests, if received by the District, shall be immediately recorded in written form to document the same. Any request received by the District shall be initialed by the custodian of records, with the date and time of receipt noted.

Section 9. The Assistant Secretary of the District shall provide public access to all public records as soon as possible but no later than the end of the third business day following the date the request is received by the Secretary of the District. If access to the public record is not granted immediately, the Assistant Secretary of the District shall give a detailed explanation for the delay and the place and earliest time and date that the record will be available for inspection. If a request for access is denied, the Assistant Secretary of the District shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date that the request for the statement is received.

A RESOLUTION OF THE DUTCHTOWN COMMUNITY IMPROVEMENT DISTRICT DIRECTING THE PREPARATION OF AN ANNUAL BUDGET AND SUBMISSION OF THE SAME TO THE CITY OF ST. LOUIS, MISSOURI

WHEREAS, the fiscal year (the "**Fiscal Year**") of the District shall be July 1 – June 30; and

WHEREAS, Section 67.1471.2 of the Community Improvement District Act Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**") requires that the District submit to The City of St. Louis, Missouri (the "**City**"), no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the start of each Fiscal Year a "proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any" for such Fiscal Year, and

WHEREAS, the District was formed after the dates for submission of a preliminary budget to the City; and

WHEREAS, the District desires to approve a budget and directs the Treasurer to submit the approved budget to the City.

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

1. The Board of Directors of the District hereby accepts and approves the budget for the District's Fiscal Year beginning July 1, 2017 and ending June 30, 2018, attached as Exhibit A, and makes appropriations with respect thereto, subject to review and comment by the City.
2. The Board of Directors of the District hereby directs the Treasurer to submit the budget to the City.
3. The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Directors of the District would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.
4. This Resolution shall be in full force and effect immediately from and after its adoption as provided by law.

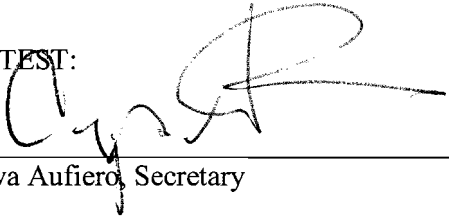
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Adopted this 27th day of July, 2017.



Ashley Raineri, Chairman

ATTEST:



Caya Aufiero, Secretary

Exhibit A

Dutchtown Community Improvement District
Fiscal Year July 1, 2017 to June 30, 2018 Budget

ESTIMATED BEGINNING BALANCE:		\$0.00
ESTIMATED RECEIPTS:	\$89,310.00	
CID Special Assessment	\$89,310.00	
Interest Earnings	\$	
TOTAL RECEIPTS	\$89,310.00	
ESTIMATED DISBURSEMENTS:		\$89,310.00
Administration		\$
Accounting	(\$1,000.00)	
Administrative Services 15 hours per week @ \$15/hr	(\$11,700.00)	
Capital Improvements		
Trash Cans	(\$10,000.00)	
Economic Development		
Wayfinding & Signage	(\$3,000.00)	
Events & Insurance	(\$3,000.00)	
Maintenance		
Maintenance Other	(\$2,000.00)	
Trash collection \$120 per service	(\$6,500.00)	
Public Safety		
Police substation internet access	(\$500.00)	
Police patrol	(\$32,000.00)	
License plate recognition cameras	(\$19,610.00)	
TOTAL DISBURSEMENTS		
ESTIMATED ENDING BALANCE		\$89,310.00 \$0.00

**A RESOLUTION OF THE DUTCHTOWN COMMUNITY IMPROVEMENT
DISTRICT AUTHORIZING A CONTRACT FOR LEGAL SERVICES WITH
SMTIH AMUNDSEN, LLC**

WHEREAS, the Dutchtown Community Improvement District (the “**District**”) is a community improvement district organized pursuant to the Missouri Community Improvement District Act Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”); and

WHEREAS, the District seeks legal counsel to represent the District in all District affairs; and

WHEREAS, the law firm of Smith Amundsen, LLC (“**Attorneys**”) has expertise in community improvement district legal matters; and

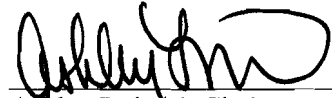
WHEREAS, Section 67.1461 of the CID Act provides that the District may, among its other powers, make and enter into contracts and other instruments, with public or private entities, necessary or convenient to exercise its powers.

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

1. The Contract for General Counsel Services, a copy of which is attached hereto as Exhibit A, and incorporated herein by this reference, between the District and Attorneys, is hereby approved.
2. The Chairman of the District is authorized to execute the Contract for General Counsel Services in substantially the form of Exhibit A, with such reasonable changes as the Chairman may deem appropriate in his reasonable discretion, and to perform any and all obligations of the District as may be necessary, incidental or appropriate under or pursuant to the Contract for General Counsel Services.
3. The members of the Board of Directors of the District (the “**Board**”) and the officers of the Board are hereby authorized, without any further action of the District required, to take any actions necessary or appropriate to facilitate, give effect to, or carry out any and all provisions of the Contract for General Counsel Services, including, but not limited to, the execution of supplementary documents.
4. The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.
5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

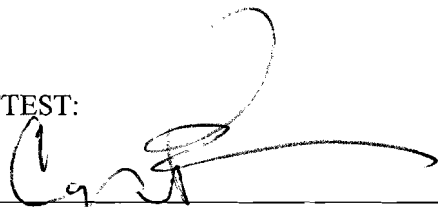
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Adopted this 27th day of July, 2017.



Ashley Raineri, Chairman

ATTEST:



Caya Aufiero, Secretary

CONTRACT FOR GENERAL COUNSEL SERVICES

THIS CONTRACT (this "Contract") is made and entered into as of July 27, 2017, by and between the DUTCHTOWN COMMUNITY IMPROVEMENT DISTRICT (hereinafter referred to as "District") and the law firm of SMITHAMUNDSEN, LLC, an Illinois limited liability company (hereinafter referred to as "Firm").

WHEREAS, District is a community improvement district established pursuant to the Missouri Community Improvement District Act, Section 67.1401 through Section 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act") and The City of St. Louis, Missouri Ordinance No. 70,559 approved June 9, 2017 and effective July 21, 2017; and

WHEREAS, District seeks the assistance and advice of the Firm, who are experienced in representing community improvement districts, to serve as general counsel to the District; and

WHEREAS, the Firm has experience and expertise in the fields of law involved in issues relating to said matters, and expeditious handling is needed to protect the interests of District.

WITNESSETH:

That, in consideration of the premises and undertakings herein set forth, the parties to this Contract agree as follows:

1. The District hereby employs and contracts with the Firm to perform services and duties of general counsel for the District by preparing bylaws, resolutions, minutes, contracts, policies, and other documents for the District Board meetings and for the day to day operations of the District and advising the District as to the legal requirements of the District under the CID Act and other Missouri statutes applicable to political subdivisions, including, but not limited to, the Missouri Sunshine Law Section 610.010 to 610.225 R.S.Mo.

2. Attorneys shall be paid up to Five Thousand Dollars (\$5,000) per District Fiscal Year (July 1 to June 30) for services rendered to the District, per the rates listed below:

Robert J. Droney	\$250
Marilyn Janowski	\$115

This Contract shall be governed by the Terms of Representation attached hereto as Exhibit A.

3. As general counsel, the Firm shall devote such time as is necessarily required to advise and consult with the District, its Board of Directors and Officers and perform related services in the matters described in paragraph 1 of this Contract and shall use their best efforts in representing the District.

4. This Contract shall be in full force and effect from and with respect to work performed on or after July 27, 2017 and until June 30, 2020, unless terminated as provided in this Contract.

5. District may terminate this Contract at any time in its sole discretion upon giving the Firm thirty (30) days' written notice, whereupon thirty (30) days following District's delivery of said notice this Contract shall be deemed terminated.

7. The Firm may terminate this Contract at any time in its sole discretion upon giving District thirty (30) days' written notice; whereupon thirty (30) days following the Firm's delivery of said notice this Contract shall be deemed terminated.

8. All notices and correspondence hereunder shall be in writing and shall be delivered by hand delivery, e-mail, facsimile, or first class mail, postage prepaid, to the parties as set forth below:

Dutchtown Community Improvement District
Attn: Chairman
c/o Urban Eats
3301 Meramec Street
St. Louis, Missouri 63111

Robert J. Droney
SmithAmundsen, LLC
120 South Central, Suite 700
St. Louis, Missouri 63105
Phone: (314) 719-3776
E-mail: rdroney@salawus.com

Or to such other address with respect to other parties as that party may, from time to time, designate in writing and forward to the other parties as provided in this paragraph.

9. The Firm, while performing services under this Contract, shall be and remain an independent contractor and are not, and shall not represent itself to be, the employee, servant or agent of District.

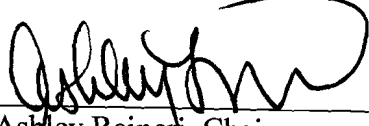
10. The Firm shall not, without prior written consent of District, assign, transfer or otherwise dispose of this Contract, any claim thereunder, and interest therein, or any monies due or to become due thereunder.

11. This Contract is entered into subject to compliance by the Firm with all provisions of the Constitution and laws of the United States of America, the State of Missouri.

12. This Contract shall be governed by the laws of the State of Missouri and any suit brought regarding the enforceability of this Contract shall be filed in the City of St. Louis, Missouri.

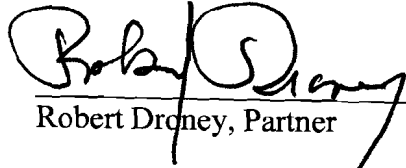
IN WITNESS WHEREOF, the parties have signed this Contract the day and year first above written.

DUTCHTOWN
COMMUNITY IMPROVEMENT DISTRICT



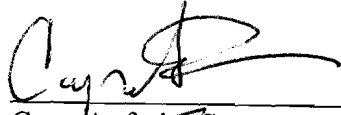
Ashley Raineri, Chairman

SMITH AMUNDSEN, LLC.



Robert Droney, Partner

Attest



Caya Auferio, Secretary

Auferio

EXHIBIT A

TERMS OF REPRESENTATION

Confirmation of Services. SmithAmundsen, LLC (the “Firm”) is pleased to have this opportunity to serve the Dutchtown Community Improvement District (the “District”). The agreement between the District and the Firm (the “Contract”) and these Terms of Representation set forth the scope of our representation.

Scope of Representation. The scope of our representation at this time is limited to providing only those services that are described in the Contract. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if the District determines to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the District identified in the Contract. The Firm does not represent any other entity or individuals unless specifically stated in the Contract.

Fees Not Contingent and Due. Our fees are not contingent, and payment is due from the District immediately upon receipt of the Firm’s invoice for legal services; provided however, that payment of the Firm’s invoices is not due until such time as the St. Louis City Collector has disbursed funds to the District from the special assessments collected within the District. The total amount of fees and expenses shall not exceed Five Thousand Dollars (\$5,000) in any fiscal year of the District.

Expenses. As an adjunct to providing legal services, we may incur a variety of expenses or charges on your behalf, including charges for ancillary support services. The District is responsible for the payment of any disbursements made and expenses incurred, pursuant to our billing arrangements. These expenses may include, but are not limited to, charges such as travel (with the District’s prior approval), messenger fees, computerized legal research, filing fees, court reporter fees, foreign associate fees, deposition fees, witness fees, charges made by outside investigators, experts, consultants, and other such expenses incurred on your behalf.

Billing and Payments Terms. We generally bill monthly for the legal services, out-of-pocket disbursements and expenses (as set forth above) provided on the District’s behalf during the preceding month. These expenses or disbursements are included on our monthly bills, and we make every effort to make sure that these bills are as current as possible. However, some expenses or disbursements are not available until several months after the associated activity has been performed, and these may be billed later.

Our bills are payable upon receipt. If the District fails to pay our bill within sixty (60) days of issuance, the Firm reserves the right to charge interest on the outstanding balance at the rate of 1.0% per month (12% per year); provided however, that no late fees will be charged for invoices outstanding during such time that the District has not received disbursement of its funds from the St. Louis City Collector.

If the District fails to keep current with the invoices issued, we reserve the right, subject to the approval of the court and applicable rules of professional conduct, to withdraw as counsel on the District's behalf in this matter.

Methods of Communication. We are mindful of our obligation to preserve the District's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the District or by the District may be copied and held by various computers that it passes through as it goes from the sender to the recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the District's computer or the lawyer's computer, or even some computer not related to either the District or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic means. The Firm will assume that the District has no objections to such communications and consent to receive communications via electronic means unless the District notifies us in writing to the contrary.

Attorney-Client Communication. Our statements generally contain information protected by the attorney client privilege. As the privilege could be deemed to have been waived if someone other than the District sees the privileged material, we recommend that District keep all of our statements in a separate file marked "Attorney-Client Privileged Materials," and keep the file in a secure place.

Payment of Third-Party Expenses. The Firm prefers that the District pay directly any significant outside expense items related to the District's work and, when possible, we will direct such expenses to the District for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement.

Termination of Services and Representation. The District may terminate our services within the time frames provided in the Contract. Termination of our representation does not, however, relieve the District from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship. Upon termination of our services and representation by the District or our withdrawal from representation of the District, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the District to the date of termination or withdrawal. We also will be entitled to payment at our contract billing rates for any work required of us in connection with the turnover of files to the District or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the District all papers and property belonging to the District, upon payment of all amounts owed by the District to the Firm. You agree that the District's file may be stored only digitally on a secure electronic server. The

documents stored digitally have been saved or scanned into the Firm's server, which is backed up every day. Once the District's matter/assignment concludes, we will provide the District notice that we are closing the District's file and any such documents requested by the District will be provided in digital format. Unless otherwise directed by you, hard copies of documents in your file may be permanently destroyed. Hard copies of file material not destroyed may be sent to offsite storage.

Pursuant to our Firm's Record Retention Policy Applicable to Client Files, absent instruction from you, we typically destroy client files after a matter is closed. If you would like further information on our Record Retention Policy, please let us know. Papers and communications that are part of the Firm's administrative process although they may concern the client do not belong to the client. We reserve the right to make, at the District's expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client's expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

Estimates of the Cost of Services to be Performed. From time to time, the District may ask us to make an estimate of the cost of completing all or part of the District's matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise the District when we are nearing the estimated price, and we will also advise the District if we become aware that the estimate may be exceeded. At that time, the District can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

Completion of Matter. After a particular matter is completed, we do not (unless the District specifically requests in writing that we do so) undertake to continue to review that matter and update the District concerning legal developments, such as changes in applicable laws or regulations. If the District does ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to the District's attention issues or legal developments that might be relevant to the District's operations, we are not undertaking to do so as a part of this representation.

Client Confidences/Description of Client/Representation in Other Matters/Future Conflicts. Our clients are engaged in a wide variety of businesses throughout the world. From time to time, we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless the District specifically grants us the authority to do so) discuss or otherwise make available to anyone, including other clients, any confidential information about the District, the District's business or our work on the District's behalf and will not discuss or otherwise make available to the District any confidential information about any of our other clients (if any), their business, or any work on their behalf.

It is possible that during the time that we are representing the District, some of our other present or future clients will have disputes or transactions with the District referenced in the Contract. Therefore, as a condition to the Firm undertaking this engagement, the District agrees that we may continue to represent or may undertake in the future to represent existing or new clients in

any matter that is not substantially related to our work for the District even if the interests of such other clients in those other matters are directly adverse to the District.

No Guarantee. We will perform our professional services on the District's behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Binding Agreement. The Contract and these Terms of Representation represent the entire agreement between the District and the Firm with respect to this Engagement. By signing the Contract, the District acknowledges that the Contract and these Terms of Representation have been carefully reviewed and its content understood and that the District agrees to be bound by all of its terms and conditions. Furthermore, the District acknowledges that the Firm has made no representations or guarantees to the District regarding the outcome of the District's representation or the time necessary to resolve this matter. No change or waiver of any of the provisions of the Contract or these Terms Of Representation shall be binding on either the District or the Firm unless the change is in writing and signed by both.

**A RESOLUTION OF THE DUTCHTOWN COMMUNITY IMPROVEMENT DISTRICT
PROVIDING FOR THE IMPOSITION IN THE DISTRICT OF A
SPECIAL ASSESSMENT; AND AUTHORIZING
AND DIRECTING RELATED ACTIONS.**

WHEREAS, pursuant to the Missouri Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**") the Dutchtown Community Improvement District (the "**District**") was formed by Board of Aldermen of the City (the "**Board**") by Ordinance No. 70,559 (the "**Ordinance**") adopted on June 9, 2017 and effective July 21, 2017, as a political subdivision pursuant to the petition filed by the owners within the District (the "**Petition**"); and

WHEREAS, Section 67.1521 of the CID Act authorizes any community improvement district to impose, by resolution of its board of directors, a special assessment upon real property located within the boundaries of such district upon receipt of petition signed by owners of more than fifty percent by assessed value and per capita of real property; and

WHEREAS, the Petition contained a request to impose a special assessment not to exceed \$1.00 per \$100.00 of assessed valuation on all residential property and \$1.20 per \$100.00 of assessed valuation on all commercial property subject to taxation within the boundaries of the District (the "**Special Assessment**"); and

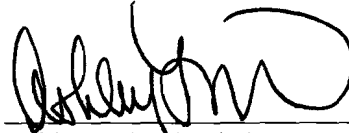
WHEREAS, the Board has concluded that it is necessary and desirable to impose the Special Assessment for the purpose of providing revenues to finance certain improvements and services within the District.

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

1. The Board approves the Special Assessment as requested by the Petition and imposes the Special Assessment for the life of the District for the purposes of providing revenues to finance certain improvements and services within the District, and administrative costs of the District. The Special Assessment imposed hereunder shall be in addition to any and all other taxes or assessments allowed by law.
2. There is hereby established in the treasury of the District a special trust fund designated as the Dutchtown Community Improvement District Special Assessment Trust Fund (the "**Special Assessment Fund**"), into which shall be deposited all revenues received by the District from the Special Assessment authorized pursuant to the provisions of Section 67.1521 of the CID Act and this Resolution.

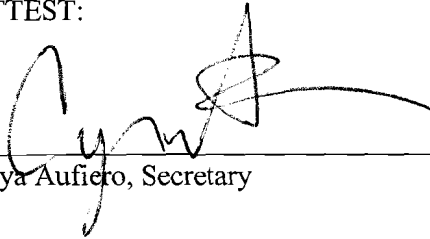
3. The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Adopted this 27th day of July, 2017.



Ashley Raineri, Chairman

ATTEST:



Caya Aufiero, Secretary

	<u>Name</u>	<u>Committee</u>	<u>Phone</u>	<u>Email</u>
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