

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE DOWNTOWN ST. LOUIS COMMUNITY
IMPROVEMENT DISTRICT, INC., AUTHORIZING AND
APPROVING AN EXTENSION OF THE SECURITY
SERVICE AGREEMENT WITH THE CITY'S FINEST,
LLC; AND AUTHORIZING THE ACTIONS OF CERTAIN
OFFICERS OF THE DISTRICT**

WHEREAS, The Downtown St. Louis Community Improvement District, Inc. (the "District") is a not-for-profit corporation organized and existing under Chapter 355 of the Missouri Revised Statutes (the "Missouri Nonprofit Corporation Act"), with all power and rights of like or similar corporations, acting by and through its Board of Directors (the "Board of Directors"); and

WHEREAS, Mo. Rev. Stat. § 67.1401, *et seq.* (the "District Act") authorizes the City of St. Louis to approve the petition of property owners to establish a community improvement district and such a petition was filed with the Register of the City of St. Louis in the spring of 2011, requesting approval of the creation, extension, renewal and establishment of the District (the "Petition"); and

WHEREAS, on June 24, 2011, the Board of Aldermen of the City of St. Louis adopted and on July 5, 2011, the Mayor of the City of St. Louis approved Ordinance 68935, establishing The Downtown St. Louis Community Improvement District, Inc. effective on January 1, 2012, for a term ending December 31, 2021; and on July 10, 2015, the Board of Aldermen of the City of St. Louis adopted, and on July 16, 2015, the Mayor of the City of St. Louis approved Ordinance 70052 adding certain real property described as the Laclede's Landing Subdistrict to the District (together the "Ordinances"); and

WHEREAS, the District is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to promote, encourage, and develop job and business growth in the District and to carry out and effectuate the purposes and provisions of the District Act, and the purposes and provisions of the Petition and the Ordinances; and

WHEREAS, pursuant to the District Act and the Petition, the District has engaged in certain specific services and projects to assure and contribute to the success and wellbeing of the District, and those who own property and do business therein, to the end that the public interest will be well served; and

WHEREAS, the District is authorized by the District Act and the Ordinances to do all things necessary or convenient to carry out its affairs, including, without limitation, the following: to make and enter into contracts and other instruments, with public and private entities, necessary or convenient to exercise its power and carry out its duties; to accept grants, guarantees and donations of property, labor, services, or other things of value from any public or private source; to employ or contract for such managerial, engineering, legal, technical, clerical, accounting, or

other assistance as it deems advisable; to make expenditures, and use its revenues as necessary to carry out its powers or duties and the provisions and purposes of the Act within its boundaries; and

WHEREAS, the District is authorized by the Missouri Nonprofit Corporation Act to do all things necessary or convenient to carry out its affairs, including, without limitation, to do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of the corporation; and

WHEREAS, the District contracts with The City's Finest, LLC ("TCF"), pursuant to a Security Service Agreement dated January 1, 2019, and thereafter amended on or about May 14, 2019 and November 12, 2019, for private security services within the boundaries of the District (the "Security Service Agreement"); and

WHEREAS, the District desires to extend the Security Service Agreement to continue to provide for private security services within the District through March 31, 2022; and

WHEREAS, pursuant to Section 2 of the Security Service Agreement, the total compensation due to TCF for the three-month period commencing on January 1, 2022 and ending on March 31, 2022 ("Extension Period") shall not exceed the current rate established in the Security Services Agreement; and

WHEREAS, the District is also a party to a cooperative agreement (the "Cooperative Agreement") with Riverside Community Improvement District, Inc. ("Riverside CID") and Laclede's Landing Community Improvement District ("Laclede's Landing CID") to share the costs of providing security services in the areas within the District's Laclede's Landing Subdistrict (the "Landing"); and

WHEREAS, the District also desires to extend the Cooperative Agreement to continue providing for the District, Riverside CID, and Laclede's Landing CID to share the costs of TCF security services within the Landing through March 31, 2022, and each party's share shall be included as part of the Security Budget; and

WHEREAS, the Board of Directors has determined that it is feasible, necessary, and in the public interest for the District to extend the Security Service Agreement with TCF and to extend the Cooperative Agreement with Riverside CID and Laclede's Landing CID.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE DOWNTOWN ST. LOUIS COMMUNITY IMPROVEMENT DISTRICT, INC. DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. Approval of the Second Extension of the Security Service Agreement. The Board of Directors hereby approves an extension of the Security Service Agreement with TCF (the "Second TCF Extension") which shall include, but not be limited to, the following general terms:

- The term of the Security Service Agreement shall be extended to continue until March 31, 2022, or the date on which the total service fees due to TCF reaches the Security Budget, whichever occurs first; and
- The Second TCF Extension shall require TCF to continue to provide security services within the District in accordance with the Security Service Agreement; and
- As consideration for TCF services, the District shall pay TCF at rates set forth in the Security Service Agreement, provided that the total service fees due to TCF shall not exceed the Security Budget; and
- Other such terms and conditions consistent with this Resolution approved by the District's legal counsel; and
- Except as modified by the Second TCF Extension, all other terms and conditions of the Security Service Agreement shall remain in full force and effect.

The Board of Directors further authorizes and directs the officers of the District to execute an agreement to such effect with no such further action of the Board of Directors necessary to authorize such action, and the execution of such documents or taking of such actions shall be conclusive evidence of such necessity or advisability. The authorization granted herein is contingent upon the approval and enactment of Board Bill 123 in the manner required by the Charter of the City of St. Louis.

Section 4. Actions of Officers Authorized. The officers of the District be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, the Security Service Agreement, the Cooperative Agreement, the Second TCF Extension, and the Second Landing Extension, or to carry out the matters authorized herein with no such further action of the Board of Directors necessary to authorize such action, and the execution of such documents or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. Rights Under Resolution Limited. No rights shall be conferred by this Resolution upon any person or entity other than the District.

Section 6. Governing Law. The laws of the State of Missouri shall govern this Resolution, the Security Service Agreement, the Cooperative Agreement, and the Second TCF Extension.

Section 7. Severability. It is hereby declared to be the intention of the Board of Directors that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Directors intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the intent of this Resolution.

Section 8. No Personal Liability. No member of the Board of Directors, officer, employee or agent of the District shall have any personal liability for acts taken in accordance with this Resolution.

Section 9. Payment of Expenses. The Treasurer is hereby authorized and directed to pay or cause to be paid all costs, expenses and fees incurred in connection with or incidental to this Resolution, the Security Service Agreement, the Cooperative Agreement, and the Second TCF Extension.

Section 10. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED by the Board of Directors of The Downtown St. Louis Community Improvement District, Inc., this 14th day of December, 2021.

THE DOWNTOWN ST. LOUIS COMMUNITY
IMPROVEMENT DISTRICT, INC.

By _____
Its _____

[SEAL]

ATTEST:

By _____
Its _____