

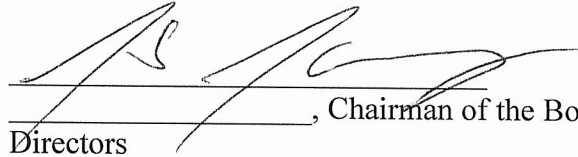
RESOLUTION NO. 2018-07

**A RESOLUTION OF THE DOWNTOWN COMMUNITY
IMPROVEMENT DISTRICT APPROVING VAN MATRE,
HARRISON, HOLLIS, TAYLOR, AND, ELLIOT, P.C., AS
LEGAL COUNSEL TO THE DISTRICT**

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

The Downtown Community Improvement District (the "District") hereby retains Van Matre, Harrison, Hollis, Taylor, and Elliot, P.C., as its legal counsel pursuant to the engagement letter executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

Passed this 8th day of August, 2017.


_____, Chairman of the Board of
Directors

(SEAL)

Attest:


_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2018-07**

Engagement Letter

VAN MATRE, HARRISON, HOLLIS, TAYLOR, AND ELLIOTT, P.C.

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

1103 EAST BROADWAY

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CRAIG A. VAN MATRE (RETIRED)
THOMAS M. HARRISON
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GARRETT S. TAYLOR
CASEY E. ELLIOTT
RICHARD B. HICKS
STEVEN R. BERRY

EVERETT S. VAN MATRE
(1922-1998)

July 26, 2017

Downtown CID
11 South 10th Street
Columbia, MO 65201

**PRIVILEGED AND CONFIDENTIAL
DO NOT DISCLOSE**

Re: Agreement to Represent Interests / Attorneys' Compensation Agreement

Dear Katie:

We are honored that you have selected the law firm of Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C., to represent you. We appreciate your confidence and look forward to working with you.

You are hiring this firm to represent you with respect to the following matter: representation of the Downtown Community Improvement District in various matters upon request. This firm will provide those legal services reasonably required to represent you and to respond to your inquiries. It is our practice to specify our engagement arrangements with clients and that is the purpose of this letter. Attached are our standard Additional Terms of Engagement which will form a part of our representation agreement. If you have any questions about this letter, the Additional Terms of Engagement, or any aspect of the engagement or our relationship, please contact me immediately.

Our firm charges for the services to be rendered for your benefit at our prevailing hourly rates. Our legal personnel (attorneys, law clerks, and paralegals) keep track of their time spent on each matter so that an accurate billing to a client can be rendered. Our current billing rates for the persons expected to work on this matter are as follows:

Thomas M. Harrison	\$225.00 per hour
Robert N. Hollis	\$225.00 per hour
Garrett S. Taylor	\$200.00 per hour
Richard B. Hicks	\$200.00 per hour
Casey E. Elliott	\$190.00 per hour
Steven R. Berry	\$175.00 per hour

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If matters can be handled by a less experienced attorney at a lesser rate, or by law clerks at lesser rates, we will, of course, employ them judiciously.

We charge for our time in minimum units of one-tenth (1/10) hours. We will charge you for the time we spend on telephone calls relating to your matter, including telephone conversations with you, opposing counsel, government personnel, witnesses, etc. The legal personnel assigned to your matter will confer among themselves about your case, as required. When they do confer, each person will charge for the time expended. Likewise if more than one of our legal personnel attends a meeting, we will charge for waiting time in court and elsewhere, for travel time, both local and out of town, and for the expenses of the legal personnel in this travel (discussed below). We reserve the right to adjust our billing rates from time to time and will give you at least thirty (30) days notice before instituting any fee increase.

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

Thomas M. Harrison	tom@vanmatre.com
Robert N. Hollis	robert@vanmatre.com
Garrett S. Taylor	garrett@vanmatre.com
Casey E. Elliott	casey@vanmatre.com
Richard B. Hicks	richard@vanmatre.com
Steven R. Berry	steven.berry@vanmatre.com

If this letter and the Additional Terms of Engagement accurately reflect our agreement, please sign the enclosed extra copy of this letter and return it to me. This letter will be effective retroactive to the date we first performed services for you.

We will assume that you do not have any questions or objections to the foregoing unless you contact us immediately and let us know about your questions or objections. We will represent you on the foregoing basis and hope that our future association is mutually rewarding. We appreciate your confidence in selecting our firm for this purpose. We hope to be worthy of your trust and confidence.

Again, if you have any questions, please let us know.

Sincerely,

Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C.

By:

Robert N. Hollis

RNH/ejc

* * * * *

I agree to the foregoing.


Katie Essing, Executive Director

ADDITIONAL TERMS OF ENGAGEMENT

These are the *Additional Terms of Engagement* referred to in our engagement letter. Because they are an integral part of our agreement to provide legal services, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.

Who Will Provide the Legal Services?

In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other lawyers or to legal assistants or non-legal professionals in the firm. For example, we do this in order to involve those with special knowledge or experience in an area and to provide service to you in a timely and efficient manner.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged, and it is important that we both have a clear understanding of the legal services that the firm has agreed to provide. In our engagement letter with you, we specify the matter in which we will provide representation and the scope of the services we will provide. If there are any questions about the terms of engagement, including the scope of the representation that we are to provide in the matter, please raise those questions promptly with your principal contact in the firm.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Who Is Our Client?

It is our policy to represent only the person or entity identified in our engagement letter and not any affiliates. For example, unless otherwise specifically stated in our engagement letter, if you are a corporation or partnership, our representation does not include any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; if you are a trade association, our representation excludes members of the trade association; if you are an individual, our representation does not include your employer, partners, spouse, siblings, or other family members.

Your Duties

In order for us to adequately represent you, you must be truthful with us, cooperate, keep us informed of developments, keep us advised of your address, telephone number and whereabouts, and otherwise not keep secrets concerning your legal affairs from us. Although these matters

may seem unrelated to you, they may directly impact on our ability to represent you and thus we hope that you will be candid with us at all times. We will endeavor to do likewise.

Our Relationship With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

If a controversy unrelated to the subject matter of the representation develops between you and any other client in our firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy. In making this determination, we will consider your agreement to the Conflicts of Interest provisions in these *Additional Terms of Engagement*.

Conflicts of Interest

Increasingly, conflict of interest is a concern for lawyers and their clients today. We attempt to identify actual and potential conflicts at the outset of any engagement, and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

How We Set Our Fees

The basis for determining our fee for legal services is set forth in the engagement letter itself. If you are unclear about the basis for determining your fee, please contact the attorney responsible for your representation.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Charges For Other Expenses And Services

In representing you, we may incur various costs and expenses on your behalf. We will bill you and expect to be paid (reimbursed) for those charges and expenses incurred in addition to the hourly fees which you incur in our representation of you. The costs and expenses which we may incur commonly include process server fees, fees fixed by law or assessed by courts or other agencies for filing fees, court reporters' fees, long distance telephone calls, Federal Express or other messenger or delivery fees, postage, parking and other travel expenses, photocopying and other reproduction costs, telecopier ("telex") fees, and other expenses directly incurred with respect to your case. Except for items listed below, all costs and expenses will be charged at whatever our actual out-of-pocket costs involved are. However, we have the following standard costs for the following matters:

1. In-office photocopying at 25 cents per page;
2. Mileage at 50 cents per mile;
3. Computerized legal research (Lexis) at \$25.00 for all access in any one day, plus any additional costs billed to our firm;

The above itemized costs, plus all telephone, facsimile and other communication charges are billed at a rate in excess of our actual costs because of the clerical time and expense involved in performing these tasks.

If for any reason out of town travel is required, we will bill you for our transportation, meals, lodging, and other costs associated with same.

If we must retain an expert or engage an expert or investigator to assist with your case or matter, you will be expected to pay the costs of such expert witness, investigator, or consultant. However, we will not hire an expert, consultant, or investigator without your prior consent.

We generally make and retain copies of all documents generated or received by us in the course of your representation. Should you request documents from us at the conclusion of our representation of you (other than your original documents), you agree that we may generate copies for our files at our expense. We will pay the reproduction charges and any professional fees incurred for time expended in reviewing files to be returned to you.

Billing Arrangements and Terms of Payment

We will send you a periodic billing statement for fees and costs incurred on a monthly basis. If you pay the full amount of this periodic billing within twenty-five (25) days of the statement's date, no interest or service charges will accrue. Billing statements which are not paid in full within twenty-five (25) days accrue interest at the rate of nine percent (9%) simple interest per annum until paid.

Interest will accrue on an account which is more than twenty-five (25) days old at the rate of nine percent (9%) simple interest per annum. Thus you will be required to pay this interest in addition to the amount billed to you for services rendered, if you do not pay your bill with this firm within the time specified above.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation.

If the representation will require a concentrated period of activity, such as trial, arbitration, or hearing, we reserve the right to require the payment of all amounts then owing to us and the payment to us of a deposit for the fees and expenses we estimate will be incurred in preparing for and completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to timely pay any additional deposit requested, we will have the right to cease performing further work and withdraw from the representation.

Should your account become delinquent and satisfactory payment terms are not arranged, as permitted under the rules regulating our profession, we will be required to withdraw from the representation. In most cases, and except as prohibited by ethical considerations, if your account becomes more than 60 days delinquent, we will cease representation until we can arrive at a mutually satisfactory arrangement for payment of the delinquent account and the resumption of services.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time-to-time, we assist clients in pursuing third-parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of the date of our statement.

Discharge and Withdrawal

You may discharge us as your attorneys at any time, with or without cause, by notifying us in writing. Similarly, we may withdraw as your legal counsel either with your consent or for what we consider to be "good cause." This would include your breach of this agreement, your refusal to cooperate with us, or any circumstance which would render our continuing representation of you either unlawful or unethical (e.g., if a conflict of interest would develop).

We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to lien. You agree that we will own and retain our own files pertaining to the matter or case, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyer work product such as drafts, notes, internal memoranda, and legal and factual research including investigative reports, prepared by or for the internal use of lawyers.

Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

Document Retention

At the conclusion of the representation, we generally return the client's original documents and any other documents that are specifically requested to be returned. As to any original documents so returned, we may elect to keep, at our expense, a copy of the documents in our stored files. Should you request other documents from us at the conclusion of our representation of you, you agree that we may generate copies for our files at your expense, including both the reproduction charges and professional fees for time expended in reviewing files to be returned to you.

At the close of any matter, we usually send the pertinent parts of our files in that matter to a storage facility for storage at our expense. However, we do not store voluminous papers at our expense. The attorney closing the file will determine what part of the file is sent to storage and how long it will be in storage. Documents we choose not to store will be returned to you or destroyed.

Disclaimer - No Guarantee as to Outcome

By signing the engagement letter or otherwise indicating your acceptance of the engagement letter, you acknowledge that Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C. has made no promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

Our Professional Responsibility

The code of professional responsibility to which we are subject lists several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example, nonpayment of fees or charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client.

We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we give our client written notice as soon as practicable.

Modification Of Our Agreement

The Engagement Letter and these *Additional Rules of Engagement* reflect our entire agreement on the terms of this engagement. These written terms of engagement are not subject to any oral

VAN MATRE, HARRISON, HOLLIS, TAYLOR, AND ELLIOTT, P.C.

July 26, 2017

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agreements or understandings, and any change in those terms can only be made in writing signed by both Van Matre, Harrison, Hollis, Taylor, and Elliott, P.C. and you.

In Conclusion

We look forward to a long and mutually satisfying relationship with you. Again, if at any time you have a question or concern, please feel to bring it to the attention of your principal contact at our firm.