

## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
FIRST & MAIN BUSINESS IMPROVEMENT DISTRICT NO. 2  
(THE "DISTRICT")  
HELD  
SEPTEMBER 5, 2023

A special meeting of the Board of Directors of the First & Main Business Improvement District No. 2 (referred to hereafter as the "Board") was convened on Tuesday, September 5, 2023, at 9:00 a.m. via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

#### Directors in Attendance Were:

Tim Seibert, President  
Christopher S. Jenkins, Vice President  
Delroy Johnson, Assistant Secretary  
Greg Barbuto, Treasurer

Director David D. Jenkins, Secretary, was absent and excused.

#### Also, In Attendance Were:

Russell W. Dykstra, Esq.; Spencer Fane, LLP  
Josh Miller & Carrie Bartow; CliftonLarsonAllen LLP

### ADMINISTRATIVE MATTERS

#### Call to Order and Agenda:

Director Seibert called the meeting to order at 9:01 a.m.

Following discussion, upon a motion duly made by Director C. Jenkins, seconded by Director Johnson and, upon vote, unanimously carried, the Board approved the agenda, as presented, and excused the absence of Director David Jenkins.

Quorum/Director Qualifications/Disclosure Items: Mr. Dykstra discussed the state law requirements for disclosure of potential conflicts of interest with the Directors, noting that completed disclosure statements had been filed for each of the Directors with the Secretary of State at least three days prior to the meeting. In addition, Mr. Dykstra noted that each Director is to verbally reveal his/her potential conflicts of interest to the Board prior to beginning the discussion in which a conflict may arise.

Public Comment: None.

### FINANCIAL MATTERS

PIF Collection Actions for Non-payment: It was noted that this item was not needed.

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**Claims Totaling \$127,159.40:** Ms. Bartow reviewed the claims with the Board. Following review, upon a motion duly made by Director Johnson, seconded by Director C. Jenkins and, upon vote, unanimously carried, the Board ratified the claims totaling \$127,159.40, as presented.

**June 30, 2023 Unaudited Financial Statements:** Ms. Bartow reviewed the June 30, 2023 Unaudited Financial Statements with the Board. Following review, upon a motion duly made by Director Johnson, seconded by Director C. Jenkins and, upon vote, unanimously carried, the Board accepted the June 30, 2023 Unaudited Financial Statements, as presented.

**LEGAL MATTERS**

**2024 Operating Plan, including Preliminary Draft Budget:** Attorney Dykstra presented Operating Plan and Ms. Bartow presented the draft budget with the Board. The Board reviewed and discussed the budget highlights, AV, mill levy, timeline and next steps. Following review and discussion, upon a motion duly made by Director C. Jenkins, seconded by Director Johnson and, upon vote, unanimously carried, the Board approved the 2024 Operating Plan including the draft 2024 Budget.

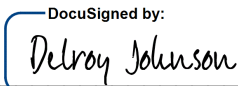
**OTHER BUSINESS**

None.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director C. Jenkins, seconded by Director Johnson and, upon vote, unanimously carried, the Board adjourned the meeting at 9:23 a.m.

Respectfully submitted,

By  Secretary for the Meeting  
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/30/2023 2:14:22 PM
Envelope Updated	Security Checked	12/30/2023 3:12:44 PM
Envelope Updated	Security Checked	12/30/2023 3:12:44 PM
Certified Delivered	Security Checked	1/2/2024 10:20:36 AM
Signing Complete	Security Checked	1/2/2024 10:21:06 AM
Completed	Security Checked	1/2/2024 10:21:06 AM
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