

ANNUAL REPORT FOR  
THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT (“CID”)

**SECTION I**

Date: August 31, 2024

CID Contact Information: Vickie Wolverton

[manager@martincity.org](mailto:manager@martincity.org)

(816) 308-1023

Political Subdivision or Not for Profit: Political Subdivision

Date of and Ordinance No: August 27, 2009 Ordinance No. 090688

January 13, 2005 Ordinance No. 050031

**SECTION II**

**PURPOSES OF CID AND SERVICES PERFORMED DURING FISCAL YEAR:**

**Purposes:** The purposes of The District are to provide or cause to be provided for the benefit of the District, certain Eligible Services such as issue obligations (“Bonds”) to finance the costs of the Eligible Services, other costs incurred by the District to carry out its purposes, and costs of issuance, capitalized interest and a debt service reserve fund related to the issuance of the Bonds, authorize and collect a sales tax, and levy and collect special assessments. The District will serve as an economic development tool that allows landowners in the District to coordinate efforts to improve the District and meet the District purposes, plan Eligible Services and/or public improvements which are deemed by the District to be necessary and desirable to the economic viability of the District, implement the Eligible Services and public improvements, and share the costs incurred by the District through special assessments and sales taxes which are imposed and collected in accordance with this Petition and the Act.

**Services:** The Eligible Services shall generally include, but are not necessarily limited to preparation and implementation of a master plan for the District including the implementation of a comprehensive image and marketing program, employing and/or contracting for personnel and services necessary to carry out the purposes of the District, providing maintenance of public areas within the District, providing transportation related improvements within the District, and advocating and providing assistance to attract further investment within the District.

### SECTION III

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

Brad Ziegler – [bziegler1003@yahoo.com](mailto:bziegler1003@yahoo.com)

Carol Siegel – [suburban150@yahoo.com](mailto:suburban150@yahoo.com)

Debbie Van Noy – [jessandjims@gmail.com](mailto:jessandjims@gmail.com)

Gail Worth – [gail@feelthepower.com](mailto:gail@feelthepower.com)

George Farrill – [gfarrill@rosehillgardens.com](mailto:gfarrill@rosehillgardens.com)

Howard Barewin – [kcvolleyballbeach@gmail.com](mailto:kcvolleyballbeach@gmail.com)

Nick Mosakowski – [office@renoskc.com](mailto:office@renoskc.com)

SECTION IV

**REVENUE AND EXPENSES:**

<b>INCOME:</b>		
	a) Sales Tax	\$429,463.54
	b) Property Tax Assessment	\$28,467.79
	c) Local Option Tax	\$42,311.10
	d) St. Patrick's Parade Income	\$3,850.00
	e) Interest Income	\$18,341.51
<b>TOTAL INCOME</b>		<b>\$522,433.94</b>
<b>EXPENSES:</b>		
I. Administrative:		
	a) Board Meeting Expense	\$487.72
	b) Cellular Phone Monthly Fees	\$900.25
	c) Computer Consulting	
	d) Equipment/Software	\$1,702.76
	e) Hospitality-Business Meetings	\$116.50
	f) Insurance	\$1,020.25
	g) Legal Fees	\$2,796.00
	h) Mileage	
	i) Office Supplies	\$517.12
	j) Postage	\$46.20
	k) Printing	
	l) Storage Rental	
	m) Utilities	
	n) Web Site Maintenance	\$3,267.34
	o) Bank Charges	
<b>SUB-TOTAL</b>		<b>\$10,854.14</b>
II. Services		
	a) Banners	\$2,087.70
	b) Beautification	\$86,132.75
	c) Flowers & Gifts	\$0.00
	d) Holiday Decorating	\$36,459.82
	e) Security	\$139,031.92
	f) St. Patricks Day Parade	\$17,800.40
	g) Signature Signage	\$20,954.30
<b>SUB-TOTAL</b>		<b>\$302,466.89</b>
III. Capital Improvements		
	a) 135th Street Improvement Amenities	<b>\$0.00</b>
<b>SUB-TOTAL</b>		
IV. Other		
	a) Accounting Fees	\$82.00
	b) Business Development	\$63,207.97
	c) Bank Fees	\$401.53
	d) Executive Director Consulting	\$85,009.00
	e) Martin City Business Association	
	f) Membership	\$475.00
<b>SUB-TOTAL</b>		<b>\$149,175.50</b>

<b>EXPENSE TOTAL:</b>			
	I. Administrative	\$10,854.14	
	II. Services	\$302,466.89	
	III. Capital Improvements	\$0.00	
	IV. Other	\$149,175.50	
<b>TOTAL EXPENSES</b>			<b>\$462,496.53</b>
<b>TOTAL INCOME</b>			<b>\$522,433.94</b>
<b>LESS TOTAL EXPENSES</b>			<b>-\$462,496.53</b>
<b>BALANCE</b>			<b>\$59,937.41</b>

\* The FY25 proposed budget was submitted to the city on January 31, 2024.



**SECTION V**

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LIST OF RESOLUTIONS APPROVED DURING FISCAL YEAR (ATTACH COPIES):

RESOLUTION NUMBER	RESOLUTION TITLE
2023-10	Resolution Approving and Authorizing Execution of a Contract with ThinkViral to Provide Online Marketing & Website Management for FY23
2023-12	Resolution of the Board of Directors of the Martin City Community Improvement District Nominating a Slate of Successor Directors
2024-01	Resolution Approving and Authorizing Execution of a Contract with ThinkViral to Provide Online Marketing & Website Management for FY24
2024-02	Resolution Approving and Authorizing Execution of a Contract with Orion Security, Inc. for the Purpose of Security Services within the District
2024-03	Resolution Approving and Authorizing Execution of a Contract with RPM Mowing to Provide Mowing Services Along Highway 150 in Fiscal Year 2025
2024-04	Resolution Approving and Authorizing Execution of a Contract with Rosehill Gardens, Inc. to Maintain Landscaping along 135 <sup>th</sup> Street from Holmes Road to Highway 150
2024-05	Resolution Approving Levy of Special Assessments for 2024 Real Estate Tax Year
2024-06	Resolution Approving the Budget for Fiscal Year 2025
2024-07	Resolution of the Martin City Community Improvement District Approving Officers for Fiscal Year 2025
2024-08	Resolution Approving and Authorizing Execution of a Contract with Vickie Wolverton to Provide Management Services for the District

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT (“**DISTRICT**”) APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH THINKVIRAL, TO PROVIDE ONLINE MARKETING & WEBSITE MANAGEMENT.

WHEREAS, the District, which was formed on January 13, 2005, by Ordinance Number 050031, and amended by Ordinance Number 090688, which was passed on August 27, 2009 and adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the “Missouri Community Improvement District Act,” Sections 67.1401, et seq, RSMo, as amended (the “Act”) and is transacting business and exercising the powers granted by the Act;

WHEREAS, the District promotes businesses and events within the District boundaries through its website, social networks, email newsletters and blog stories showcasing businesses;

WHEREAS, the Directors desire to approve the contract submitted by ThinkViral in an amount not to exceed \$57,200 (the “Contract”), for the purpose of hosting, updating and maintaining the website, providing business development and creative services, 24/7 management of the District’s social networks, attending and promoting events and other matters related thereto, for the fiscal year of 2024, in substantially the same format as attached hereto as Exhibit A, and authorize execution of same by the Manager of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

- Section 1. The Board hereby approves the Contract, in substantially the same format as attached hereto as Exhibit A.
- Section 2. The Board hereby authorizes the Manager of the District to execute the Contract, in substantially the same format as attached hereto as Exhibit A, take such actions as deemed appropriate for implementation of the improvements described above.
- Section 3. This resolution shall take effect immediately.

Adopted this 15<sup>th</sup> day of June, 2023

  
\_\_\_\_\_  
Brad Ziegler, Chairman

ATTEST:

  
\_\_\_\_\_  
Carol Siegel, Secretary

Exhibit A



Martin City Community Improvement District (MCCID)  
FY 2023-24 MARKETING SERVICES AGREEMENT

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**SCOPE OF SERVICES**

**Digital Platform Management**

- MartinCity.org Website
- Google Business Profile
- 5 Social networks - Facebook, Instagram, Twitter, LinkedIn, YouTube

**Content & Creative Services**

- Creation, publication, and management of all MartinCity.org website content
- Blog story ideation, strategy, copywriting, publishing, & promotion
- Sales copy, verification, publishing, updates, & maintenance of all business landing pages published in MCCID's online Business Directory
- Photography with final edits
- Basic video production
- Graphic design

**Business Development & Social Media**

- Unified Martin City brand voice execution across all MCCID platforms
- 24/7 Reputation management & online community support
- Timely response to messages, comments, questions & feedback
- Acknowledgement & amplification of social media posts from Martin City businesses
- Weekly posts and advocacy for all MCCID businesses
- Inclusive posts that engage surrounding communities
- Facebook event pages created for MCCID-sponsored events
- Local news media outreach to encourage coverage of Martin City Experiences
- Monitoring companies that "pin" themselves to Martin City's Google Location Map
- Digital conversion, secure storage, & publishing of MCCID Board Meeting Minutes

**Event Marketing**

- Branded event packaging (cover photos, designs, & pre/post promotional content)
- Promotion, attendance, photos, videos & social media at all MCCID-sponsored events
- Promotion of events hosted by or held at Martin City businesses
- Promotion of events deemed necessary/important/appropriate by MCCID Board of Directors

**Print and Offline Initiatives**

- Creative design & neighborhood strategy for 5x7 Retail Counter Card with map (ongoing)
- Business cards for Anne & Shawns introducing them as Martin City's Community Storytellers
- Creative consulting for new District signage

**Reporting**

- A General Marketing Report will be presented for discussion at MCCID board meetings





**MONTHLY INVESTMENT = \$5,200**

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**Terms and Payment Schedule**

Services are for the term of June 1, 2023, through April 30, 2024, and either party may cancel at any time for any reason with a 30-day written notice. An email invoice will be sent to the MCCID District Manager by the 5th day of each month for the previous month's services.

**Contract Exclusions**

Website hosting, security, database updates, theme updates, design changes, custom programming, troubleshooting, and all other issues related to the functionality of the MartinCity.org website are not included in this Agreement. If ThinkViral discovers a problem, the MCCID District Manager will be notified immediately.

**Confidentiality**


ThinkViral will never discuss, disclose, or reveal MCCID's proprietary information with anyone, including third-party organizations, advertisers, developers, vendors, and technical support partners, without explicit permission from MCCID. All content and marketing collateral developed by ThinkViral and other 3rd party agencies remains the sole property of MCCID. ThinkViral may hire subcontractors to fulfill some portions of this Agreement. All subcontractors hired are reputable and qualified with an established record of successful performance on identical or substantially similar work. When hired, subcontractors automatically agree to the terms and provisions of this Agreement and should not be deemed a third party beneficiary. ThinkViral is responsible for compliance and performance of its subcontractors.

**Liability**

MCCID acknowledges and understands the digital platforms it uses are owned and operated by third party vendors that frequently make changes without any notice or warning, regardless of how it affects its users. ThinkViral is not affiliated with or endorsed by any third party vendors and cannot be held liable for their unexpected changes, discontinued features, slow loading times, defective software, or any other issues experienced on a platform owned by a third party vendor. ThinkViral is committed to ensuring the integrity of MCCID's brand image and positive reputation and will not tolerate hate speech, threatening language, racist comments, rude, mean, or inappropriate posts, spam, and all other actions by users attempting to harm MCCID.

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*This Agreement is the entire, final, complete, and fully integrated agreement between ThinkViral LLC and MCCID with respect to the subject matter hereof, and supersedes any prior agreements or communications between TV & MCCID, whether written, oral, electronic or otherwise. Commencement of work shall begin June 1, 2023, and remain in effect through April 30, 2024. Services not listed in this Agreement will be billed at \$180hr as appropriate and agreed upon.*

  
\_\_\_\_\_  
MCCID AUTHORIZED REPRESENTATIVE

6-16-2023  
\_\_\_\_\_  
DATE



THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS (THE "BOARD") OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") NOMINATING A SLATE OF SUCCESSOR DIRECTORS

WHEREAS, the District, which was formed on January 13, 2005 by Ordinance Number 050031, and amended by Ordinance Number 090688, which was passed on August 27, 2009 and adopted by the City Council of the City of Kansas City, MO, is a public body created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401, et seq, RSMo, as amended (the "Act") and is transacting business and exercising the powers granted by the Act;

WHEREAS, the Petition authorizes the Board to select qualified individuals to serve as an Successor Director in accordance with the qualifications set forth in the Petition; and

WHEREAS, the Laura Potter have resigned from the board; and

WHEREAS, the Board wishes to appoint Gail Worth to complete the remaining four (4) year term of Laura Potter ending April 30, 2027; and

WHEREAS, the Petition authorizes the Board to submit to the Mayor, with the consent of the City Council, a slate of individuals nominated to serve as Successor Directors in accordance with the qualifications set forth in the Petition.

NOW THEREFORE, BE IT RESOLVED, by the Board as follows:

- 1. The Board appoints Gail Worth as Successor Director to complete the remaining four (4) year term of Laura Potter which expires on April 30, 2027.
- 2. The Chairman is authorized to take all actions necessary to carry out this Resolution;
- 3. This Resolution shall take effect immediately.

Adopted this 15th day of June, 2023.

  
\_\_\_\_\_  
Brad Ziegler, Chairman

ATTEST:

  
\_\_\_\_\_  
Carol Siegel, Secretary

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT (“DISTRICT”) APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH THINKVIRAL, TO PROVIDE ONLINE MARKETING & WEBSITE MANAGEMENT.

WHEREAS, the District, which was formed on January 13, 2005, by Ordinance Number 050031, and amended by Ordinance Number 090688, which was passed on August 27, 2009 and adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the “Missouri Community Improvement District Act,” Sections 67.1401, et seq, RSMo, as amended (the “Act”) and is transacting business and exercising the powers granted by the Act;

WHEREAS, the District promotes businesses and events within the District boundaries through its website, social networks, email newsletters and blog stories showcasing businesses;

WHEREAS, the Directors desire to approve the contract submitted by ThinkViral (the “Contract”), for the purpose of hosting, updating and maintaining the website, providing business development and creative services, 24/7 management of the District’s social networks, attending and promoting events and other matters related thereto, for the fiscal year of 2025, in substantially the same format as attached hereto as Exhibit A, and authorize execution of same by the Manager of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

- Section 1. The Board hereby approves the Contract, in substantially the same format as attached hereto as Exhibit A.
- Section 2. The Board hereby authorizes the Manager of the District to execute the Contract, in substantially the same format as attached hereto as Exhibit A, take such actions as deemed appropriate for implementation of the improvements described above.
- Section 3. This resolution shall take effect immediately.

Adopted this 16<sup>th</sup> day of April, 2024

  
\_\_\_\_\_  
Brad Ziegler, Chairman

ATTEST:

  
\_\_\_\_\_  
Carol Siegel, Secretary

Exhibit A



Martin City Community Improvement District (MCCID)  
**MARKETING & BUSINESS DEVELOPMENT SERVICE AGREEMENT FY 2024-25**

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*Integrated initiatives support and promote MCCID businesses while raising awareness, fostering engagement, and strengthening bonds with the community-at-large.*

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**SUMMARY OF SERVICES - May 1, 2024 through April 30, 2025**

**OPTION #1: CURRENT BUDGET PACKAGE (Total \$5,200/monthly - \$62,400/yr)**

**Core Platform Management**

- MartinCity.org Website
- Google Business Profile
- Five active social networks - Facebook, Instagram, Twitter, LinkedIn, YouTube

**Content Production & Creative Services**

- Creation & management of all content published on MartinCity.org website & social networks
- Blog story ideation, interviews, research, copywriting, publishing & promotion
- Business verifications & updates as needed to MartinCity.org's Online Business Directory
- Digital conversion, secure storage, & publishing of MCCID Board Meeting Minutes
- Graphic design
- Photography & basic video production

**Business Development & Social Media**

- Unified Martin City brand voice execution across all MCCID platforms
- 24/7 Reputation management & online community support
- Timely response to messages, comments, questions & feedback
- Weekly (minimum) posts promoting businesses located in Martin City
- Amplification of social media posts shared by Martin City businesses
- Recognition of MCCID Business milestones, accomplishments, & special moments
- Updates & monitoring of all companies located on MCCID's Google Business Profile

**Event Marketing**

- Promotion, attendance & live social media at all MCCID-sponsored events
- Branded event packaging (cover photos, flyers, themes, hashtags, etc)
- Ongoing updates to event landing pages on MartinCity.org website
- Creation & promotion of Facebook event pages for annual events
- Promotion of event sponsors on social media & MartinCity.org website
- Amplification of events hosted by or held at Martin City businesses
- Local news media outreach to encourage coverage of Martin City events
- Ad copy & design for SKCC Annual Dinner program & similar sponsorships

**Reporting**

- Marketing highlights will be presented at monthly MCCID Board Meetings





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**OPTION #2: \$700 MONTH INCREASE (Total: \$5,900/month - \$70,800/yr)**

**INCLUDES ALL OF OPTION #1 PLUS:**

**Additional Event Marketing**

- MCCID Happy Hour collateral development
- Event photography with edits
- Event videography

**Print Projects**

- Retail Counter Card - Creative design & deployment strategy for 5x7 with map (ongoing) (excludes printing & display hardware)
- New MCCID Educational Brochure for Business - Design & copy (excludes printing)

**Website & SEO (Search Engine Optimization) Updates**

- Keyword research & updates on all MartinCity.org website pages to ensure visibility as Google continues to update & change its search algorithms
- Website Privacy Policy update to maintain security best practices

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OPTION #1 Y/N Y

OPTION #2 Y/N N

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**Contract Terms and Deliverables**

Services are for the term of May 1, 2024, through April 30, 2025, and either party may cancel at any time for any reason with a 30-day written notice. Monthly services are billed by email invoice in the first week of each month for the previous month's service.

**Exclusions**

Webmaster services, including domain management, hosting, security, custom programming, core theme updates, database updates, new website design or design changes, troubleshooting, ongoing maintenance, and any other service that does not fall under the scope of "Content Management" are not included in this agreement. If the website needs work, ThinkViral will notify MCCID leadership asap to discuss the best course of action.

**Non Disclosure, Confidentiality, and Ethics**

All content created for MCCID's website, email newsletters, social media accounts, and other marketing endeavors remains the sole property of MCCID. ThinkViral will never discuss, disclose, or reveal MCCID's proprietary information with anyone, including third-party organizations, advertisers, developers, vendors, and technical support partners unless MCCID specifically requests or permits a disclosure.





**Fulfillment**

ThinkViral may work with subcontractors to fulfill some portions of this agreement. All ThinkViral subcontractors are reputable and qualified with an established record of success performing identical or substantially similar work. ThinkViral subcontractors understand they are bound by the terms and provisions of this and other client agreements and should not be deemed as third party beneficiaries. ThinkViral is fully insured and liable for the performance, compliance, and outcomes of its subcontractors.

**Social Network Liability**

MCCID's social networks (Facebook, Instagram, X, LinkedIn company page, Google Business profile, YouTube channel) are owned and operated by private, for-profit technology companies. They can make changes to their platforms at any time, for any reason, without notice, regardless of how it affects MCCID. ThinkViral is not responsible for discontinued page features, slow platform loading times, defective software, or other platform-specific problems associated with using a social network not owned by MCCID.

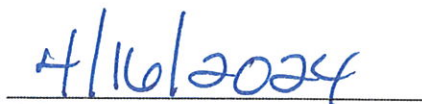
**Reputation Management Policy**

ThinkViral is a reputable and ethical provider of online marketing and social media services and does not tolerate posts, comments, and/or messages that are offensive, rude, hostile, threatening, bullying, harassing, racist, sexist, homophobic, transphobic, antisemitic, Islamophobic, fascist, discriminatory of age, socioeconomic status, or disability, or are unlawful, spam, or fake news. ThinkViral reserves the right to delete, revoke, and/or deny user access to MCCID's social networks if a violation occurs.

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*This Agreement begins on May 1, 2024, and remains in effect through April 30, 2025. Services not covered in this agreement will be billed at \$180hr as appropriate and agreed upon.*

  
MARTIN CITY CID AUTHORIZED REPRESENTATIVE

  
DATE

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

**RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT (“DISTRICT”) APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH ORION SECURITY, INC. FOR THE PURPOSE OF SECURITY SERVICES WITHIN THE DISTRICT.**

WHEREAS, the District, which was formed on January 13, 2005, by Ordinance Number 050031, and amended by Ordinance Number 090688, which was passed on August 27, 2009 and adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the “Missouri Community Improvement District Act,” Sections 67.1401, et seq, RSMo, as amended (the “Act”) and is transacting business and exercising the powers granted by the Act;

WHEREAS, in a continuous effort to make improvements in the District and provide security for residents and visitors to the District, the Board of Directors (the” Board”) has determined it would be in the best interest of the District to contract security services from Orion Security, Inc (“Orion Security”); and

WHEREAS, the Directors desire to approve an authorize the District Manager to execute the proposed contract, in substantially the same format as attached hereto as Exhibit A that certain contract by and between the District and Orion Security (the “Contract”) to provide additional security services within the District.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby approves the Contract, in substantially the same format as attached hereto as Exhibit A.
2. The Board hereby authorizes the District Manager of the District to execute the Contract, in substantially the same format as attached hereto as Exhibit A.
3. This resolution shall take effect immediately.

Adopted this 18<sup>th</sup> day of January, 2024

  
\_\_\_\_\_  
Brad Ziegler, Chairman

ATTEST:

  
\_\_\_\_\_  
Carol Siegel, Secretary

Exhibit A





www.kcguards.com

ORION SECURITY, INC. CONTRACT FOR SERVICES

THIS AGREEMENT, by and between MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT hereinafter referred to as the "Client", and Orion Security Inc., hereinafter referred to as "OSI", having been duly entered into with an effective date of MAY 1, 2024 THROUGH 4/30/25.

WITNESSETH:

WHEREAS, the Client desires that OSI furnish Services at those premises described in Special Provision A:

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. During the term of the contract and any extensions or renewals thereof, the Client agrees to use and OSI agrees to furnish such services as described herein, and Client agrees to pay OSI pursuant to the following schedule:

DESCRIPTION OF SERVICES TO BE RENDERED TO CLIENT

Unarmed OSI Officers in Marked Mobile Patrol Vehicles assigned to Client seven days a week with coverage as described in the RFP as follows: Patrol service must begin at 8pm and continue until 6am daily with two Officers patrolling between the hours of 8pm and 4am. Schedule and duration of officer shifts and vehicle assignments will be at the discretion of OSI with notification to the client. REFER TO ATTACHMENT "A" FOR RATE SCHEDULE.

Individual Unarmed OSI Officer in Marked Mobile Patrol Vehicle for dedicated parking lot coverage or special events to be billed at \$35/hr with 48 hour notice of event or request

Overtime/Holiday rates for guard-presence services will be billed on the following holidays: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY. Note: Holiday pay is computed from 9:00 p.m. on the evening prior to the holiday through 12:00 midnight of the following day.

Overtime rates shall become effective as of the commencement date stated in Article 2. Thirty days prior to the anniversary date of this contract, written notice shall be provided to the Client wherein Client and OSI agree to meet to negotiate any contractual changes. In the absence of such notice, contract shall automatically renew for a period of one year, although failure to give such notice shall not preclude appropriate rate increases or negotiations leading to rate increases.

2. The services furnished by OSI hereunder shall commence on May 1, 2024 and shall continue until 4/30/25 unless thirty (30) days written notice to the contrary has been given by one party to the other.

3. The type and nature of the service described herein may not be varied without prior written consent of both parties, and subject to negotiation. The services provided by OSI are determined by the scope of work set forth in Special Provisions B, and additional services are available at greater cost. The furnishing of services provided hereunder shall not be construed as a guarantee of protection against any or all contingencies or occurrences which may arise out of, or be connected with the furnishing of such services.

4. The individuals used to perform such services as the Client shall request shall be employees of OSI, an independent contractor. The payment of Federal, State, and/or Commonwealth taxes, Social Security benefits, and unemployment compensation taxes and wages shall be the sole function and responsibility of OSI.

5. OSI will maintain throughout the period of this contract, Comprehensive General Liability Insurance and Worker's Compensation Insurance, to satisfy applicable statutory requirements. It is agreed and understood, however, that OSI is not an insurer of property or persons guarded. In case a claim is made by any person, entity or corporation, including Client, against OSI, Client shall not be entitled to retain the amount of such claim out of any monies due and owing OSI hereunder.

6. If, at the request of the Client, an OSI employee is assigned duties other than those duties set forth by this contract, OSI policies, regulations or guidelines, the Client hereby assumes complete responsibility therefore.

7. OSI shall invoice for services performed, which invoices shall be due and payable upon receipt. Client covenants and agrees to pay each and every invoice presented hereunder within fifteen (15) days of the date appearing on said invoice. Client acknowledges that failure to comply with this provision may in the sole discretion of OSI result in an immediate termination of OSI's responsibilities and obligations under this Agreement. Any extensions or waivers of this right by OSI shall not constitute a future waiver of such right. Any invoices that are not paid as called for herein, shall bear interest at the rate of 1 1/2% per month on the unpaid balance after they are thirty (30) days past due.



8. If there is enacted any law, ruling or other such mandate, by any authority having jurisdiction over the subject matter which alters the hours of service, rate of pay, working conditions, or costs of performing the services hereunder, the Client agrees that such increased costs shall be billable to the Client as of the effective date of such new law, regulation, ruling or mandate.

9. Changes in statutory costs including but not limited to FICA, FUI, and SUI, or insurance premiums or costs which are imposed on or incurred by OSI, shall result in an increase or decrease in the rates so affected, immediately upon effective date of such changes.

10. Should a condition arise which calls for substantial increase in the number or degree of services initially estimated, OSI shall have reasonable time within which to provide said services; and in the event of a strike, walkout, slow-down, or other labor dispute or difficulty by Client employees, whether contrary to a labor agreement or not, Client and OSI agree to negotiate a change in rates as set forth in paragraph one above.

11. The Client agrees it will not directly or indirectly employ any person who has been employed with OSI within one hundred twenty (120) days following their last date of employment with OSI. This prohibition applies to any former OSI employee, who, within 120 days of their date of employment with OSI, are then self employed or are employed by any individual, firm, partnership, corporation, liability company or any other business entity providing the same or similar services that were being provided by OSI at the time of termination. Client acknowledges that OSI has invested considerable amounts in the recruitment and training of its employees and upon breach of this provision agrees to pay the reasonable cost of recruitment and training of a replacement employee for OSI of like skills and value to OSI, plus cost of enforcement of this provision and reasonable attorney fees.

12. OSI and Client agree to comply with all applicable Federal, State, and Local laws, including the Civil Rights Act 1964 as amended.

The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended relative to Equal Employment Opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2012 of the Vietnam Veterans' Readjustment assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

13. All notices and invoices under this contract shall be sent by mail to the following address:

For the Client:

MCCID  
311 E. 135<sup>th</sup> St.  
Kansas City, MO 64145  
[manager@martincity.org](mailto:manager@martincity.org)

For OSI:

Orion Security, Inc.  
5750 W. 95<sup>th</sup> St. #205  
Overland Park, KS 66207  
[pattirentrop.orion@gmail.com](mailto:pattirentrop.orion@gmail.com)

Routine correspondence necessary for the performance of the work described hereunder shall be sent to the aforementioned address, unless otherwise noted.

14. This contract, together with all documents incorporated herein inclusive of document known as CONTRACT SECURITY PROPOSAL constitutes the entire agreement between the parties, and supersedes all other documents and correspondence. The parties shall not be bound by, or liable for any statement, covenants, representations, promises, inducements, or understandings not set forth herein. The contents of any and all bids or proposals, including any descriptions, discussions, or exceptions offered or taken, which are not specifically incorporated herein, are not a part of this contract and shall have no effect or influence upon its interpretation. No amendments or modifications of any terms or condition shall be valid unless reduced to writing and executed by both parties.

SIGNATURES

CPB  
CHARLES P. STEPHENSON  
ORION SECURITY, INC.

1/16/24  
DATE

[Signature]  
MCCID REPRESENTATIVE

1/18/2024  
DATE

ATTACHMENT "A"

RATES FOR ALL GUARD HOURS CHARGED @ \$19.46/HR

ONE OSI MARKED UNIT CHARGED @ \$753.46/MONTH

ONE OSI MARKED UNIT CHARGED @ \$376.72/MONTH

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT (“DISTRICT”) APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH RPM MOWING TO PROVIDE MOWING SERVICES ALONG HIGHWAY 150 IN FISCAL YEAR 2025.

WHEREAS, the District, which was founded on January 13, 2005, by Ordinance Number 050031, and amended by Ordinance Number 090688, which was passed on August 27, 2009 and adopted by the City Council of Kansas City, Missouri, is a public body created under the authority of the “ Missouri Community Improvement District Act,” Sections 67.1401, et seq. RSMo, as amended (the “Act”) and is transacting business and exercising the powers granted by the Act;

WHEREAS, the District has committed to mowing and maintaining areas along Highway 150 from Wyandotte Street to 135<sup>th</sup> Street;

WHEREAS, the Directors desire to approve the contract submitted by RPM Mowing in an amount not to exceed \$15,000.00 (the “Contract”), for the purpose of mowing, removing litter, weed eating, edging, blowing debris and other matters related thereto, for the fiscal year of 2025, in substantially the same format as attached hereto as Exhibit A, and authorize execution of same by the Manager of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

- Section 1. The board hereby approves the Contract, in substantially the same format as attached hereto as Exhibit A.
- Section 2. The Board hereby authorizes the Manager of the District to execute the Contract, in substantially the same format as attached hereto as Exhibit A, take such actions as deemed appropriate for implementation of the improvements described above.
- Section 3. The resolution shall take effect immediately.

Adopted this 18<sup>th</sup> day of January, 2024

  
\_\_\_\_\_  
Brad Ziegler, Chairman

ATTEST:

  
\_\_\_\_\_  
Carol Siegel, Secretary



EXHIBIT A

# RPM Mowing LLC

January 17, 2024

Martin City Community Improvement District  
311 East 135th Street  
Kansas City, Missouri 64148

This bid is for the 2024 mowing season 5/1/2024 through 4/30/2025 for all areas currently maintained by the Martin City Community Improvement District with an additional area in front of Firestone and vacant lot that borders Rob Sight property.

Scope of services includes mowing, litter removal, weed eating, edging and blowing of debris for 16 cycles. Price per mowing cycle is \$900.00.

Sincerely, Ryan Miller  
Owner

Acceptance of a Proposal:

RPM Mowing, is fully licensed and insured to perform the above stated work. The above services and price are agreed upon by the Martin City Community Improvement District and RPM Mowing LLC.

Martin City Community Improvement District  Date 1/18/24

RPM Mowing LLC \_\_\_\_\_ Date \_\_\_\_\_

34305 E.251st Street, Harrisonville, Missouri  
[Ryan.rpmmowing@gmail.com](mailto:Ryan.rpmmowing@gmail.com)  
816-716-0733

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT (“DISTRICT”) APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH ROSEHILL GARDENS, INC., TO MAINTAIN LANDSCAPING ALONG 135<sup>TH</sup> STREET FROM HOLMES ROAD TO HIGHWAY 150

WHEREAS, the District, which was formed on January 13, 2005, by Ordinance Number 050031, and amended by Ordinance Number 090688, which was passed on August 27, 2009 and adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the “Missouri Community Improvement District Act,” Sections 67.1401, et seq, RSMo, as amended (the “Act”) and is transacting business and exercising the powers granted by the Act;

WHEREAS, the District is responsible for landscape maintenance and the installation of hanging flower baskets and winter decor on 135<sup>th</sup> Street from Holmes Road to Highway 150;

WHEREAS, the Directors desire to approve the contract submitted by Rosehill Gardens, (“Rosehill”) in an amount not to exceed \$80,000.00 (the “Contract”), for the purpose of performing maintenance, and other matters related thereto, for the fiscal year of 2025, and now desire to approve the Contract, in substantially the same format as attached hereto as Exhibit A, and authorize execution of same by the District Manager of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby approves the Contract, in substantially the same format as attached hereto as Exhibit A.
2. The Board hereby authorizes the District Manager of the District to execute the Contract, in substantially the same format as attached hereto as Exhibit A, take such actions as deemed appropriate for implementation of the improvements described above.
3. This resolution shall take effect immediately.

Adopted this 15th day of February, 2024

ATTEST:

  
Carol Siegel, Secretary

  
Brad Ziegler, Chairman

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT  
("DISTRICT") APPROVING LEVY OF SPECIAL ASSESSMENTS FOR 2024 REAL  
ESTATE TAX YEAR.

WHEREAS, the District, which was formed on January 13, 2005, by Ordinance Number 050031, and amended by Ordinance Number 090688, which was passed on August 27, 2009 and adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, et seq, RSMo, as amended (the "Act") and is transacting business and exercising the power granted by the Act;

WHEREAS, the Board of Directors of the District (the "Board") desires to levy a special assessment against real property benefited within the District (the "CID Special Assessment") for the purpose of providing revenue for certain costs to be incurred by the District as described in the Petition to Authorize the Martin City Community Improvement District to Levy Special Assessment, as amended (the "Special Assessment Petition"); and,

WHEREAS, pursuant to the Special Assessment Petition, such special assessments shall be allocated among the Lots in an annual amount not to exceed \$180.00; provided, however, the maximum amount shall be adjusted annually beginning in 2005 pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States Average (1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Cost Index") (or, if not available, then by another reasonable index selected by the board of directors of the District); and

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

Section 1. Property Benefited. It is found that each tract, lot, and parcel of real property which is located within the District and listed on the attached chart (Exhibit A) (each "Lot") will be benefited by the financing of the Eligible Services (as defined in the Petition forming the District) and the operation of the District.

Section 2. CID Special Assessment. The CID Special Assessment for 2024 is hereby levied against each Lot in the amount of one hundred eighty dollars (\$180).

Section 3. Collection of Assessments. The officers of the District are authorized and directed to take all such actions as are necessary or desirable to cause the Collector of Jackson County, Missouri to bill and to collect the CID Special Assessment as provided in this resolution and in the Special Assessment Petition.



Adopted this 16th day of April, 20234

  
\_\_\_\_\_  
Brad Ziegler, Chairman

ATTEST:

  
\_\_\_\_\_  
Carol Siegel, Secretary

RESOLUTION NO. 2024-06

THE MARTIN CITY COMMUNITY IMPROVEMETN DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT  
("DISTRICT") APPROVING THE BUDGET FOR FISCAL YEAR 2025.

WHEREAS, the District, which was formed on January 13, 2005, by Ordinance Number 050031, and amended by Ordinance Number 090688 on August 37, 2009 adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, et seq, RSMo as amended (the "Act") and is transacting business and exercising the powers granted by the Act:

WHEREAS, the Board of Directors ("Board") desires to approve the District's proposed budget for fiscal year 2025, in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of the District, as follows:

- Section 1. The Board approves the proposed budget for fiscal year 2025.
- Section 2. The Chairman is authorized and directed to take all further action necessary to carry out the purpose and intent of this Resolution.
- Section 3. This resolution shall take effect immediately.

Adopted this 16<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_  
Brad Ziegler, Chairman

ATTEST:


  
\_\_\_\_\_  
Carol Siegel, Secretary

EXHIBIT A

## EXHIBIT A

Martin City Community Improvement District Annual Budget		
Category	FY25 Budget	Comments
<b>INCOME</b>		
Property Tax Assessments	\$29,000.00	
Sales/Use Tax Assessments	\$350,000.00	
Interest Income	\$18,000.00	
Transfer from Savings	\$95,600.00	
St. Patrick's Day Parade	\$1,000.00	
<b>TOTAL INCOME</b>	<b>\$493,600.00</b>	
<b>EXPENSES</b>		
Infrastructure/Capital Improvements		
Signage	\$25,000.00	
Professional Services		
Accounting Services	\$6,000.00	Quarterly Accountant Reviews & Annual Audit
Legal Fees	\$3,000.00	
Bank Fees	\$100.00	
Business Development	\$72,000.00	Social Media, marketing, promotion, business recruitment
Beautification/District Maintenance		
Beautification	\$85,000.00	Monthly landscaping maintenance of 135th Street, mowing along Hwy 150, street sweeping
Holiday Lighting/Decorations	\$37,000.00	Install lights and xmas decorations
Operations		
Board Meeting Expense	\$600.00	Monthly meeting refreshments
Membershp Fees	\$800.00	SKC Chamber and subscriptions
Cellular Phone	\$1,200.00	
Software Subscriptions	\$1,600.00	Constant Contact, DropBox, Microsoft Office, Quickbooks, Google, Carbonite Backup
Insurance - Directors & Officers	\$1,000.00	
Insurance - General Liability/Personal Property	\$4,000.00	
Flowers & Gifts	\$300.00	Welcome new businesses; condolences
Office Supplies	\$500.00	
Postage	\$500.00	
Printing	\$1,000.00	
Equipment/Software	\$1,000.00	
District Management		
District Management Fees	\$88,000.00	
Hospitality/Business Meetings	\$1,000.00	
Mileage Reimbursement	\$0.00	
Member Services/Programs		
St. Patrick's Day Parade	\$15,000.00	
Security	\$149,000.00	
<b>TOTAL EXPENSES</b>	<b>\$493,600.00</b>	
<b>NET INCOME</b>	<b>\$0.00</b>	



THE MARTIN CITY COMMUNITY IMPROVEMETN DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT  
("DISTRICT") APPROVING OFFICERS FOR FISCAL YEAR 2025.

WHEREAS, the District, which was formed on January 13, 2005, by Ordinance Number 050031, and amended by Ordinance Number 090688 on August 37, 2009 adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401, et seq, RSMo as amended (the "Act") and is transacting business and exercising the powers granted by the Act:

WHEREAS, in accordance with Article IV of the District's Bylaws, the Board of Directors of the District desire to appoint a Chairman, Vice Chairman, Secretary, and Treasurer to in fiscal year 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The board appoints the following individuals to those positions listed opposite their names below:

<u>Brad Ziegler</u>	Chairman
<u>Howard Barewin</u>	Vice Chairman
<u>Carol Siegel</u>	Secretary
<u>Nick Mosakowski</u>	Treasurer

2. The Chairman is authorized and directed to take all further action necessary to carry out the purposes and intent of this Resolution.
3. This Resolution shall take effect immediately upon the date executed below.

Adopted this 16th day of April, 2024.

  
\_\_\_\_\_  
Brad Ziegler, Chairman

ATTEST:

  
\_\_\_\_\_  
Carol Siegel, Secretary

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

**RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT (“DISTRICT”) APPROVING MANAGEMENT AGREEMENT WITH VICKIE WOLVERTON (“MANAGER”) TO PROVIDE MANAGEMENT SERVICES FOR THE DISTRICT**

WHEREAS, the District, which was formed on January 13, 2005, by Ordinance Number 050031, and amended by Ordinance Number 090688, which was passed on August 27, 2009 and adopted by the City Council of the City of Kansas City, Missouri, is a public body created under the authority of the “Missouri Community Improvement District Act,” Sections 67.1401, et seq, RSMo, as amended (the “Act”) and is transacting business and exercising the powers granted by the Act;

WHEREAS, the Board desires to enter into a contract with Vickie Wolverton to provide management services for the district in fiscal year 2025;

WHEREAS, the Board desires to enter into the contract submitted by Vickie Wolverton for one year and authorize the President to execute a contract, in substantially the format attached hereto as **Exhibit A** (“Contract”), with Vickie Wolverton to provide management services for the district

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby approves the Contract, in substantially the same format as attached hereto as Exhibit A.
2. The Board hereby authorizes the President of the District to execute the Contract, in substantially the same format as attached hereto as Exhibit A.
3. This resolution shall take effect immediately.

Adopted this 16th day of April, 2024.

  
\_\_\_\_\_  
Brad Ziegler, Chairman

ATTEST:

  
\_\_\_\_\_  
Carol Siegel, Secretary

EXHIBIT A

**Consulting Services Agreement  
Martin City Community Improvement District  
District Manager**

THIS AGREEMENT for consulting services is made effective as of May 1, 2024, by and between **Martin City Community Improvement District, Kansas City, Missouri** (MCCID), a Missouri political subdivision, who address is 311 E. 135<sup>th</sup> Street, Kansas City, MO 64145 and **Vickie Wolverton** ("Consultant") whose address is 5539 Reeds Road, Mission, KS 66202.

1. **Consulting Services.** MCCID hereby engages Consultant to perform the services related to District Manager of the Martin City Community Improvement District. The duties associated with the position of District Manager in accord with the Job Description attached hereto and maintain alignment with any MCCID processes and procedures developed by the Board of Directors. The Consultant will perform the duties described in the Job Description and will work an average of forty hours a week during the term of this Agreement towards that end.

The Consultant shall receive a performance appraisal based on these duties no less than six (6) months before the end of the term of this Agreement and shall meet at least 30 days prior to the end of this agreement to determine the execution of an extension of this Agreement or new agreement.

2. **Term of Agreement.** Consultant's services will be performed over a period of time commencing on May 1, 2024 and ending April 30, 2025.
3. **Termination of Agreement:** The term of this Agreement shall end on April 30, 2025, or unless earlier terminated as provided below in Section 3. Termination of this Agreement must be provided in writing, by certified mail or personal delivery.

**(a) By MCCID for Cause** - MCCID may terminate the Agreement with Consultant for cause at any time. "Cause" shall mean conviction of a felony, gross neglect of duties, or material violation of this Agreement by the Consultant. In the event of any such termination, the Consultant shall have no claim for further compensation or severance pay beyond the date of termination;

**(b) By MCCID Without Cause** - MCCID Board of Directors by majority vote of the entire Board may terminate the Agreement with Consultant without cause and for any reason, at any time during the term of this Agreement or any extension thereof, on 60 days written notice, provided that MCCID shall thereafter pay the Consultant all amounts due to Consultant hereunder through the end of the notice period;

**(c) Death or Disability** - Agreement shall terminate upon Consultant's death or legal declaration of permanent disability in which event the Consultant, personal representative, or estate shall receive all amounts due to Consultant through the date of death or disability;

**(d) Resignation** – The District Manager may, at any time, resign upon not less than 60 days prior written notice to the MCCID, at which time the District Manager shall have no further right to compensation or severance payments hereunder.

4. **Payment to Consultant.** MCCIC will pay Consultant over the term of the Agreement a total fee of \$88,000, payable in twelve monthly installments of \$7333.33 on the last day of each calendar month hereunder, beginning on May 31, 2024.



MCCID shall underwrite or reimburse the Consultant for all reasonable expenses incurred in connection with MCCID's activities including business mileage at the latest rate published on the IRS website at the beginning of each year (\$0.67 per mile for 2024). This allowance does not include mileage for home/work commuting. The Consultant shall keep a log to document business mileage. Costs will also be reimbursed for expenses incurred on behalf of the MCCID, with the prior approval of the MCCID Board of Directors being required for any expenditures over \$100. The Consultant shall submit receipts for any MCCID related expenses to the Board of Directors for reimbursement consideration.

5. **Equipment Usage:** MCCID will provide Consultant the use of a cell phone, computer, printer, and audio visual projector for the purposes of carrying out the duties associated with the District Manager position.
6. **Independent Contractor/Relationship of Parties.** MCCID and the Consultant agree that the Consultant will act as an independent contractor in the performance of duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Consultant's activities and services performed pursuant to this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, and any other taxes or business license fee as required. Neither this Agreement, nor any terms and conditions contained herein, will be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. Consultant is entitled to contract with other businesses, agencies, or entities with common interest as MCCID as long as these contracts do not impede the duties and commitments of the Consultant under this Agreement.
  - a. In performing the daily duties as outlined in the attached Job Description, Consultant will be acting as an agent for MCCID and will have authority to sign applications, sign checks except checks payable to Consultant, and make purchases using a MCCID issued credit card and debit card, subject to the limitations on reimbursable expenditures without prior approval of the board as outlined in paragraph 4 above.
7. **Confidentiality.** Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose or communicate in any manner any information that is proprietary to MCCID. Consultant will protect such information and treat it strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon terminate of this Agreement, Consultant will return to MCCID all records, notes, documentation and other items that were used, created, or controlled by Consultant during the term of this Agreement.
8. **Authority.** Consultant hereby acknowledges and expressly warrants and represents for herself, and for her successors, assigns, heirs, executors, administrators, and legal representatives, as applicable, that (a) is legally competent and authorized to execute this Agreement; (b) has not assigned, pledged, or otherwise in any manner, sold or transferred, either by instrument in writing or otherwise, any right, title, interest, or claim that she may have any reason or any matter described in this Agreement; (c) has the full right and authority to enter into this Agreement and to consummate the covenants contemplated herein; and (d) will execute and deliver such further documents and undertake such further actions as may reasonably be required to effect any of the agreements and covenants in this

Agreement. MCCID hereby represents that this Agreement has been duly authorized by MCCID and that the person executing this Agreement on behalf of MCCID is authorized to execute this Agreement.

9. **Severability.** If any provision or term of this Agreement is held to be illegal, invalid, or unenforceable, such provision or term shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provisions or term there shall be added automatically as part of this Agreement another provision or term as similar to the illegal, invalid, or unenforceable provision as may be possible and that is legal, valid and enforceable.
10. **Attorney's Fees in the Event of Breach.** The Parties agree that should a Party to this Agreement make a claim against another Party to this Agreement for a breach of any provision of this Agreement, the prevailing Party shall be entitled to recover its attorney's fees, expenses, and costs.
11. **Governing Law; Exclusive Venue.** All questions concerning the construction, validity and interpretation of this Agreement and its exhibits will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice of law or conflict of law provision or rule (whether of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Missouri, unless preempted by federal law or otherwise stated in this Agreement. The Parties consent, stipulate and agree that the exclusive venue of any lawsuit, arbitration, or other proceeding referenced in, arising from, or related to this Agreement shall be Kansas City, Missouri.
12. **No Assignment.** Consultant shall not assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of MCCID.
13. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefits of the Parties and their respective heirs, if any successors, and permitted assigns. The merger or consolidation of MCCID into or with any other entity shall not terminate this Agreement.
14. **Construction.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. As used in this Agreement, the singular or plural number shall be deemed to include the other whenever the context so indicated or requires.
15. **Counterparts.** It is understood and agreed that this Agreement may be executed in multiple originals and /or counterparts each of which shall be deemed an original for all purposes, but all such counterparts together shall constitute one and the same instruments.
16. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

This Agreement has been executed as of the date first set forth above.

**MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT**


A Missouri Political Subdivision

By: \_\_\_\_\_

Name: Brad Ziegler

Title: Chairman, Board of Directors

**Vickie Wolverton**

By:  \_\_\_\_\_

Name: Vickie Wolverton





## **JOB DESCRIPTION**

**Job Title:** District Manager

**Reports To:** Board of Directors

**Scope of Function:**

The District Manager manages the day-to-day operations of the Martin City Community Improvement District (MCCID). Under the guidance of the board of directors, the District Manager is responsible for planning, coordinating, and directing the activities of the MCCID and monitoring the income and expenditures of the organization.

Duties and responsibilities include:

- 1) Manage the day-to-day operations of the MCCID to ensure compliance with applicable laws and the MCCID bylaws, including, but not be limited to:
  - a. Coordinate all MCCID Board and committee meetings, including providing public notices, agendas, minutes, and other reports.
  - b. Provide monthly reporting to the MCCID Board of Directors on MCCID activities.
  - c. Develop and implement the annual budget. The budget should be completed, submitted to and approved by the MCCID Board of Directors and submitted to the City of Kansas City for approval as required by applicable law.
  - d. Negotiate contracts for MCCID and ensure that contractual obligations of MCCID are met.
- 2) Manage the finances of the MCCID, including but not limited to:
  - a. Manage tax and assessment collections and report collections.
  - b. Manage income and expenses as budgeted and provide the MCCID Board with monthly financial reports and account balances.
  - c. Manage organization funds to maximize the earnings in compliance with state and federal regulations as directed by the MCCID Board.
  - d. Work with professional representatives of the MCCID to timely complete and submit annual audits of the MCCID financial reports as required by applicable law.
- 3) Manage communications, marketing, and branding for MCCID including:
  - a. Work with social media/marketing company to create and execute marketing strategies for MCCID including, but not limited to, social media, monthly email newsletter, blog posts, press releases and information on the MartinCity.org website, all designed to support businesses within the district and to attract new businesses to the district.
  - b. Engage with community groups, real estate brokers, developers, residents, business owners, media, etc. on a regular basis and as required to implement the annual plan of work.



- c. Actively serve as the chief liaison with government agencies, business and property owners, developers, and other organizations in the metropolitan area.
  - d. Serve as the public information officer in responding to requests for project information, representing the programs and point of view of the MCCID.
- 4) Direct and implement programs to improve the safety, security, appearance, and overall appeal of Martin City, including capital projects in furtherance of these efforts.
- 5) Develop and manage an annual MCCID plan and assist the MCCID Board of Directors in setting and implementing the goals and objectives in that plan.
- 6) Coordinate and Manage events hosted by the MCCID to further the annual plan by handling the following tasks:
  - a. Organize all aspects of events.
  - b. Obtain bids, sign contracts, and meet with vendors to confirm event details.
  - c. Create event budgets and handle payables and receivables.

**SUBMIT FORM AND ATTACHMENTS TO:**

Missouri Dept. of Economic Development  
Attn: CID Annual Report  
301 W. High Street, P. O. Box 118  
Jefferson City, MO 65102  
Phone: 1-573-526-8004  
Fax: 1-573-522-9462  
Email: [missouridevelopment@ded.mo.gov](mailto:missouridevelopment@ded.mo.gov)

City Clerk's Office  
414 E12th Street  
25<sup>th</sup> Floor  
Kansas City, MO 64106  
Phone: (816)513-6401  
Fax: (816)513-3353  
Email: [Marilyn.Sanders@kcmo.org](mailto:Marilyn.Sanders@kcmo.org)

\*The FY23 Annual Report was submitted to the City on February 20, 2024