

ANNUAL REPORT FOR  
MARTIN CITY  
COMMUNITY IMPROVEMENT DISTRICT ("CID")  
FISCAL YEAR ENDING APRIL 30<sup>TH</sup>, 2025

**SECTION I**

DATE OF REPORT SUBMITTAL: August 28, 2025

DISTRICT POINT OF CONTACT NAME: Vickie Wolverton

POINT OF CONTACT PHONE AND EMAIL: (816) 308-1023

manager@martincity.org

**SECTION II**

CURRENT BOARD MEMBERS, CONTACT INFORMATION, AND TERM DATES:

NAME:	EMAIL:	TERM START DATE:	TERM END DATE:
Danny Lake	d.lake@macnseitz.com	1/9/2025	4/30/2027
George Farrill	gfarrill@rosehillgardens.com	5/1/2025	4/30/2029
Nick Mosakowski	office@renoskc.com	5/1/2023	4/30/2027
Carol Siegel	suburban150@yahoo.com	5/1/2023	4/30/2027
Alexa Barkley	alexa.barkley.vaatgd@statefarm.com	5/1/2025	4/30/2029
Rob Sight	rob@robsightford.com	5/1/2025	4/30/2029
Gail Worth	gail@feelthepower.com	6/15/2023	4/30/2027

### SECTION III

#### SERVICES PROVIDED DURING THE CURRENT 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 IV

*For this section provide the date of budget and report submittal that occurred during the fiscal year this report is regarding.*

DATE PROPOSED BUDGET WAS SUBMITTED: January 20, 2025

DATE ANNUAL BUDGET WAS ADOPTED: April 20 2025

DATE ANNUAL REPORT WAS SUBMITTED: August 31, 2024

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**SECTION V**

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**RESOLUTIONS APPROVED DURING FISCAL YEAR (ATTACH COPIES):**

RESOLUTION NUMBER	RESOLUTION TITLE
2024-09	Resolution Approving and Authorizing Execution of a Contract with American Sweeping to Sweep 135 <sup>th</sup> Street from Holmes Road West to Highway 150 each month
2025-01	Resolution of the Board of Directors of the Martin City Community Improvement District Nominating a Successor Director
2025-02	Resolution Approving and Authorizing Execution of a Contract with Signarama to Build and Install Martyin City Signage
2025-03	Resolution Approving and Authorizing Execution of a Contract with Orion Security, Inc. for the Purpose of Security Services within the District for FY26
2025-04	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
2025-05	Resolution Approving and Authorizing Execution of a Contract with RPM Mowing to Provide Mowing Services Along Highway 150 in Fiscal Year 2026
2025-06	Resolution Approving and Authorizing Execution of a Contract with ThinkViral to Provide Online Marketing and Website Management
2025-07	Resolution of the Board of Directors of the Martin City Community Improvement District Nominating a Slate of Successor Directors
2025-08	Resolution of the Martin City Community Improvement District Approving Officers for Fiscal Year 2026
2025-09	Resolution Approving Levy of Special Assessments for 2025 Real Estate Tax Year
2025-10	Resolution of the Martin City Community Improvement Ditriect Approving the Budget for Fiscal Year 2026
2025-11	Resolution of the Martin City Community Improvement Ditriect Approving Management Agreement with Vickie Wolverton to Provide Management Services for the District

**BOARD RESOLUTIONS:****CID BYLAW AMENDMENTS:**☒ **ATTACHED**☐ **ATTACHED**☐ **NONE APPROVED**☒ **NONE APPROVED**



THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

**RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT (“DISTRICT”) APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH AMERICAN SWEEPING, INC (“AMERICAN SWEEPING”), TO SWEEP 135<sup>TH</sup> STREET FROM HOLMES ROAD WEST TO HIGHWAY 150 EACH MONTH.**

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 the maintenance and beautification of 135<sup>th</sup> Street;

WHEREAS, the Directors desire to approve the contract submitted by American Sweeping, (“American Sweeping”) in an amount not to exceed \$7,800 (the “Contract”), for the purpose of sweeping 135<sup>th</sup> Street, 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 16th day of May, 2024

ATTEST:

  
Carol Siegel, Secretary

  
Brad Ziegler, Chairman





GALE T. HOLSMAN, JR.-President \* PO Box 35344 \* Kansas City, MO 64134  
PHONE 816-966-1161 \* FAX 816-966-0450

**Proposal submitted to: Martin City Community Improvement District**

**Job Location: Martin City CID – 135<sup>th</sup> Street from Holmes Rd. To Inverness St.**

**ADDRESS: 311 E 135<sup>th</sup> Street**

**CITY / ST.: Kansas City MO 64145**

**CONTACT: Vickie Wolgast**

**PHONE: 816-308-1023**

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

**We hereby submit specifications and estimates for: POWER SWEEPING THE ABOVE LOCATION FOR SAND, ROCK AND DIRT USING THE FOLLOWING PER VISIT SWEEPING RATE:**

**SWEEPING SERVICE: ..... \$650.00 per month – first weekend of each month  
May 1, 2024 thru April 30, 2025**

**SERVICES INCLUDE:**

**MEN BLOWING SAND, ROCK AND DIRT FROM CURBLINES AND CORNERS FOR THE REMOVAL OF DEBRIS.  
MECHANICALLY BROOM SWEEP STREET & PARKING SPACES.**

**PRICE INCLUDES:**

**EQUIPMENT, FUEL AND LABOR TO PERFORM SERVICES  
UNDER NORMAL CONDITIONS. NOTE: DUMP ON ROSEHILL PROPERTY.**

**We hereby propose to furnish services and labor in accordance with above specifications, for the sum of rates listed above:  
TERMS: NET 10 DAYS, PAY FROM INVOICE VIA CHECK OR CREDIT CARD.**

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control.

ASI Authorized Signature: Cris Cohen Title: ASI Manager Date: 1/23/24

**Acceptance of Proposal** - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: 5/16/24 Signature: Vickie Wolgast Position: District Manager

**The American Companies, providing sweeping, flushing, power washing, portable toilets, scrubbers, pavement maintenance, seal coating, crack filling, 20, 30 and 40-yard containers since 1984**

**The American Companies  
11604 Grandview Rd. Kansas City MO 64137  
[www.americancompanieskc.com](http://www.americancompanieskc.com)**

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 SUCCESSOR DIRECTOR**

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, Howard Barewin has resigned from the board; and

WHEREAS, the Board wishes to appoint Danny Lake to complete the remaining four (4) year term of Howard Barewin 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 Danny Lake as Successor Director to complete the remaining four (4) year term of Howard Barewin 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 9th day of January, 2025.

  
\_\_\_\_\_  
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 SIGNARAMA, TO BUILD AND INSTALL MARTIN CITY SIGNAGE**

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 the maintenance and beautification of the Martin City CID;

WHEREAS, the Directors desire to approve the contract submitted by Signarama in an amount not to exceed \$45,000 (the "Contract"), for the purpose of building and installing Martin City signage, and other matters related thereto, 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 9th day of January, 2025

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

ATTEST:

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



## Exhibit A



The Way to Grow Your Business

1005 Middlebrook Drive  
Suite B  
Liberty, MO 64068  
(816) 429-6925

# INVOICE

## INV-9822

Payment Terms: Cash Customer

Created Date: 11/12/2024

**DESCRIPTION:** V-Shaped Monument Sign for Martin City

**Bill To:** Martin City Community Improvement District  
311 E. 135th St  
Kansas City, MO 64145  
US

**Pickup At:** Signarama Kansas City North  
1005 Middlebrook Drive  
Suite B  
Liberty, MO 64068  
US

**Ordered By:** Vickie Wolgast  
Email: [manager@martincity.org](mailto:manager@martincity.org)  
Work Phone: (816) 761-7660  
Tax ID: 19847564

**Salesperson:** Lisa Freidel  
Email: [lisa@signarama-kcnorth.com](mailto:lisa@signarama-kcnorth.com)

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	<b>V Shaped Corner Sign, Single Sided Face (23.5 X 6ft)</b>	1	\$39,940.00	\$39,940.00
1.1	<b>HDU Carved Foamcore Sign - Monument</b>  <b>Text:</b> 284in wide x 72in high carved foamcore sign with synthetic stucco finish. Comes in 3 pieces. Carved and painted face. Looks and feels just like stone/ stucco. Pest and weather resistant. Monument slides over four steel posts in the ground anchored with concrete. *Concrete pad removed from order since landscaping around base of sign is required in Kansas City			
1.2	<b>Labor (IL) - Non-Taxed - Labor</b>			
1.3	<b>Post, Steel Pipe 2 3/8" dia 12' length - Posts and concrete</b>			

1.4	<b>Installation - Installation</b>  <b>Text:</b> Includes labor for sign permit application, drawings and submission. Also includes labor for three trips - 1) Site selection, flag location and call for utility markings 2) Set posts in concrete (no concrete pad since landscaping around sign is required) 3) Deliver and Install Sign *Signarama reserves the right to adjust pricing if any obstacles are discovered during the digging process in particular anything that will require additional equipment used to remove it. Our team will let you know if this needed beforehand*			
2	<b>City Permit Fee - To Be Determined by the City</b>	1	\$0.00	\$0.00
2.1	<b>Permit Acquisition -</b>			

Terms and Conditions

Invoices & Cancellation of Orders: Signarama KC North (Vendor) prepares your order according to your specifications. Therefore, once the order is created it can only be cancelled with the Vendor's prior written consent due to time and materials consumed. The Customer is solely responsible for proof review and proof approval. Vendor does not assume any responsibility for the correctness of copy. When you send your approval of the proof, you approve the content and release the Vendor to proceed with production work. However, if we should make an error in producing the sign as proofed, please be assured that we will redo the work. Vendor's Liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, complications during installation or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

<b>Subtotal:</b>	\$39,940.00
<b>Taxes:</b>	\$0.00
<b>Grand Total:</b>	\$39,940.00
<b>Amount Paid:</b>	\$0.00
<b>DEPOSIT REQUIRED:</b>	\$19,970.00

Terms of Payment: Upon ordering, Signarama KC North (Vendor) must receive 50% of the invoice total as a deposit. There will be 3% surcharge if customer chooses to use a credit card for payment. Your balance must be paid prior to delivery and/or installation. Invoices are considered delinquent (5) business days from the date that you receive your product. After the fifth day, a late fee of \$50.00 will be added to invoices of less than \$1,000 and a \$150 late fee will be applied to invoices over \$1,000. Additionally, interest may be applied at 30 days accruing at the rate of 1.5% per month, or the maximum rate allowable by law is assessed. You shall be liable for all costs related to collection of delinquent invoices, including court costs and attorney's fees. Deposits paid by the customer are considered forfeited if vendor doesn't receive any form of communication from the customer regarding the progression of the order in 30 days. The vendor will make several attempts at contact. After 30 days the vendor is authorized to sell the materials ordered for that job and keep the deposit.



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 FOR FY26.**

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 and 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 13<sup>th</sup> day of March, 2025

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

ATTEST:

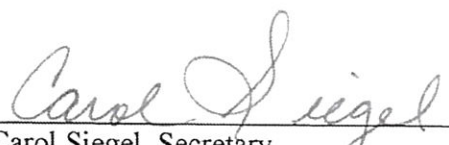
  
\_\_\_\_\_  
Carol Siegel, Secretary

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, 2025 THROUGH April 30, 26.

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 5/1 2025 and shall continue until 4/30/26 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

For OSI:

Orion Security, Inc.  
5750 W. 95<sup>th</sup> St. #205  
Overland Park, KS 66207  
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.



MCCID Contract Continued

Page 6

SIGNATURES

CP

CHARLES P. STEPHENSON  
ORION SECURITY, INC.

1/22/25

DATE

Mike Whitten

MCCID REPRESENTATIVE

4/10/25

DATE

ATTACHMENT "A"

EFFECTIVE 5/1/25

RATES FOR ALL GUARD HOURS CHARGED @ \$20.04/HR

ONE OSI MARKED UNIT CHARGED @ \$798.66/MONTH

ONE OSI MARKED UNIT CHARGED @ \$388.02/MONTH

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 \$90,000.00 (the "Contract"), for the purpose of performing maintenance, and other matters related thereto, for the fiscal year of 2026, 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 13th day of March, 2025

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

ATTEST:

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

## Exhibit A





## ESTIMATE

311 East 135th Street  
Kansas City, MO 64145  
Phone: (816) 941-4777  
Fax: (816) 941-4779

Wednesday, January 22, 2025  
Estimate# 10001

Martin City CID  
Put in box  
Kansas City Missouri 64145  
United States

### 2025 Maintenance Estimate

Contracted Services	Rate	Qty	Total Price
Mowing - Commercial - 10,000sqft	\$400.00	32	\$12,800.00
Turf App #1 - Fertilizer & Pre-emergent	\$250.00	1	\$250.00
Turf App #2 - Fertilizer & Broadleaf	\$250.00	1	\$250.00
Turf App #3 - Fertilizer	\$250.00	1	\$250.00
Turf App #4 - Fertilizer	\$250.00	1	\$250.00
Turf App #5 - Fertilizer & Broadleaf	\$250.00	1	\$250.00
Turf App #6 - Winter Fertilizer	\$250.00	1	\$250.00
Turf Fungicide Application #1	\$288.00	1	\$288.00
Turf Fungicide Application #2	\$288.00	1	\$288.00
Turf Renovation (Core Aeration & overseed)	\$463.00	1	\$463.00
Tree & Shrub App #1 - Dormant Oil	\$236.00	1	\$236.00
Tree & Shrub App #2 - Deep Root Fert	\$236.00	1	\$236.00
Tree & Shrub App #3 - Insecticide & Fung	\$236.00	1	\$236.00
Tree & Shrub App #4 - Insecticide & Fung	\$236.00	1	\$236.00
Tree & Shrub App #5 - Miticide	\$236.00	1	\$236.00
Tree & Shrub App #6 - Deep Root Fert	\$236.00	1	\$236.00
Bed Pre-Emergent 1	\$298.00	1	\$298.00
Bed Pre-Emergent 2	\$298.00	1	\$298.00



<b>Bed Pre-Emergent 3</b>	\$298.00	1	\$298.00
<b>Round Up - Custom visit</b> RR Tracks - 1 Visit	\$463.00	1	\$463.00
<b>Round Up - Monthly visits</b> Sidewalks	\$118.00	6	\$708.00
<b>Forest Brown Mulch (maintenance) installed</b> 30 yds	\$185.00	30	\$5,550.00
<b>Spring Cleanup</b> 6 Man hrs	\$100.00	6	\$600.00
<b>Bed Maintenance</b> 12 Visits - 6 Man hrs ea	\$100.00	72	\$7,200.00
<b>Trimming labor</b> 2 Visits - 6 Man hrs ea	\$100.00	12	\$1,200.00
<b>Fall Clean Up/Cut Back</b> 3 Visits - 8 Man hrs	\$100.00	24	\$2,400.00
<b>Fall Leaf Removal</b> 3 Man hrs	\$100.00	3	\$300.00
<b>Hanging Moss Baskets 'Martin City' 26"</b> 32 @ \$523.00 Each	\$523.00	32	\$16,736.00
<b>Fertilize Plants</b> Water, Fertilize, Apply Insecticide 22 Weeks - 5 Man hrs ea	\$125.00	110	\$13,750.00
<b>Annual Flower Installation</b> Hanging Installation	\$100.00	12	\$1,200.00
---	\$0.00	1	\$0.00
Monthly Installment = \$5,646.33 May 2025 - April 2026			

<b>Subtotal</b>	\$67,756.00
<b>Discount Item</b>	
<b>Grand Total</b>	\$67,756.00

I/We agree to the contract for work described under the terms and conditions listed below.

*[Signature]*  
Client Signature

Date 3/23/25  
This proposal is valid until for 14 days from date  
**Payment Terms: Upon receipt**

Jason Opheim Rosehill Gardens  
Date \_\_\_\_\_

## Preferred Billing Method

If you would prefer your invoice to be emailed, please provide your email below:

Email: \_\_\_\_\_

Preferred Contact: Email or Phone: \_\_\_\_\_



10001

## Terms & Conditions to 2025 Contract

This estimate represents, to the best of our knowledge, the time and materials required to maintain your yard to our highest standards. If, however, unforeseen circumstances require us to go above this estimate, or if the customer requests us to do additional work beyond the scope of the estimate, that work will be billed at \$100.00 per man hour, plus materials. **Rosehill does have a 3 man hour minimum.** Labor will be billed for time on the job and one way travel to the job. Additional time may be billed for jobs outside of the KC metro area.

1. **Scope:** Rosehill Gardens will furnish all materials, equipment and labor necessary to execute this landscape maintenance proposal in a professional manner.
2. **Revision:** This proposal is subject to revision if not accepted within 14 days as availability and the cost of materials is not constant. This proposal is based on the conditions present, in the landscape, at the time of this proposal.
3. All plant materials warranted to be true to name, accurately graded and in a healthy growing condition when they leave the nursery. Rosehill will replace once, at no charge, any trees or shrubs purchased and installed by us that die within 2 years of the original installation. This warranty shall be void if any invoice or statement has not been paid in accordance with the payment terms set forth on this proposal. Exclusions: Annuals, vegetables, roses and any plants in above ground planters, plants that have not been given reasonable care or treatment.
4. **Owner's Responsibility:** Unless otherwise stated within this contract, it is the homeowner's responsibility to insure adequate water and care for all plant material, lawns, etc.
5. **Unavoidable Interruptions:** Rosehill Gardens shall not be held responsible or liable for any loss, damage, or delay caused by weather or anything else beyond our control.
6. **Damage:** Rosehill Gardens will not assume responsibility for damage done to any type of underground object, including all utilities (public or private) unless their location is designated prior to the commencement of work. Property owner is responsible for notification and location of private utilities (ie. irrigation lines, dog fence, lighting or control wires, etc.). Rosehill will not be responsible for any property or other damage done during mowing if our staff has not provided the spring clean up service.
7. **Payment:** Initial Disclosure: Payment terms/options are listed above. Price shown is for cash, debit, check or direct deposit. 3% credit card services fees will be added to amounts paid by credit card. Payment is due and payable upon receipt of an invoice. All invoices are due upon receipt. A finance charge will be imposed after 30 days from invoice date on the overdue balance at a periodic rate of 1 1/2% per month (18% annual percentage rate) until paid.
8. **Termination:** Either party, for any reason, upon thirty - (30) days written notice, may terminate this contract. The monthly payment option included in this proposal is an average of the total work to be performed under the contract, divided into 12 equal payments. Rosehill shall be entitled to recover its costs incurred through the date of termination, including any and all labor, materials and equipment, at Rosehill's standard time and material rates.
9. **Re-stocking:** Plants contracted by you are specifically grown in our greenhouse and cared for until they can be planted at your home. Cancellation of annuals/perennials will result in a re-stocking fee based on the price of the plants.
10. **Lighting:** All contracted lighting service repairs will be billed per man hour at \$110.00 plus materials.
11. **Irrigation:** All contracted irrigation services repairs will be billed per man hour at \$110.00 plus materials. No repair during winterizing unless needed to winterize.
12. **Debris Disposal Fees** will be billed when applicable. (Debris disposal fees: small \$60.00, medium \$70.00, & large \$81.00)







## ESTIMATE

311 East 135th Street  
Kansas City, MO 64145  
Phone: (816) 941-4777  
Fax: (816) 941-4779

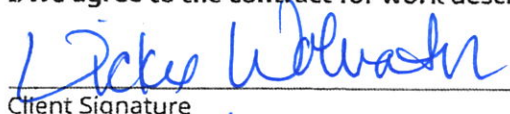
Wednesday, January 22, 2025  
Estimate# 10510

Martin City CID  
Put in box  
Kansas City Missouri 64145  
United States

### 2025 Maintenance Estimate - Winter Interests

Contracted Services	Rate	Qty	Total Price
<b>Storage Tote</b>	\$220.00	1	\$220.00
<b>Install Winter Arrangements</b> Prep Existing Material for Install	\$103.00	40	\$4,120.00
<b>Install Winter Arrangements</b> Batter Change Out 6 Visits - 6 Hours each	\$103.00	36	\$3,708.00
<b>Install Winter Arrangements</b> Christmas Lights	\$70.00	56	\$3,920.00
<b>Install Winter Arrangements</b> New Wreaths 36" Artificial Wreath	\$103.00	56	\$5,768.00
<b>Install Winter Arrangements</b> Holiday Bows	\$110.00	28	\$3,080.00
<b>Subtotal</b>			\$20,816.00
<b>Discount Item</b>			
<b>Grand Total</b>			\$20,816.00

I/We agree to the contract for work described under the terms and conditions listed below.

  
Client Signature

Jason Opheim Rosehill Gardens

Date 3/23/25  
This proposal is valid until for 14 days from date

Date \_\_\_\_\_



10510

• **Payment Terms: Upon receipt**

## **Preferred Billing Method**

If you would prefer your invoice to be emailed, please provide your email below:

Email: \_\_\_\_\_

Preferred Contact: Email or Phone: \_\_\_\_\_



10510

## Terms & Conditions to 2025 Contract

This estimate represents, to the best of our knowledge, the time and materials required to maintain your yard to our highest standards. If, however, unforeseen circumstances require us to go above this estimate, or if the customer requests us to do additional work beyond the scope of the estimate, that work will be billed at \$100.00 per man hour, plus materials. **Rosehill does have a 3 man hour minimum.** Labor will be billed for time on the job and one way travel to the job. Additional time may be billed for jobs outside of the KC metro area.

1. **Scope:** Rosehill Gardens will furnish all materials, equipment and labor necessary to execute this landscape maintenance proposal in a professional manner.
2. **Revision:** This proposal is subject to revision if not accepted within 14 days as availability and the cost of materials is not constant. This proposal is based on the conditions present, in the landscape, at the time of this proposal.
3. All plant materials warranted to be true to name, accurately graded and in a healthy growing condition when they leave the nursery. Rosehill will replace once, at no charge, any trees or shrubs purchased and installed by us that die within 2 years of the original installation. This warranty shall be void if any invoice or statement has not been paid in accordance with the payment terms set forth on this proposal. Exclusions: Annuals, vegetables, roses and any plants in above ground planters, plants that have not been given reasonable care or treatment.
4. **Owner's Responsibility:** Unless otherwise stated within this contract, it is the homeowner's responsibility to insure adequate water and care for all plant material, lawns, etc.
5. **Unavoidable Interruptions:** Rosehill Gardens shall not be held responsible or liable for any loss, damage, or delay caused by weather or anything else beyond our control.
6. **Damage:** Rosehill Gardens will not assume responsibility for damage done to any type of underground object, including all utilities (public or private) unless their location is designated prior to the commencement of work. Property owner is responsible for notification and location of private utilities (ie. irrigation lines, dog fence, lighting or control wires, etc.). Rosehill will not be responsible for any property or other damage done during mowing if our staff has not provided the spring clean up service.
7. **Payment:** Initial Disclosure: Payment terms/options are listed above. Price shown is for cash, debit, check or direct deposit. 3% credit card services fees will be added to amounts paid by credit card. Payment is due and payable upon receipt of an invoice. All invoices are due upon receipt. A finance charge will be imposed after 30 days from invoice date on the overdue balance at a periodic rate of 1 1/2% per month (18% annual percentage rate) until paid.
8. **Termination:** Either party, for any reason, upon thirty - (30) days written notice, may terminate this contract. The monthly payment option included in this proposal is an average of the total work to be performed under the contract, divided into 12 equal payments. Rosehill shall be entitled to recover its costs incurred through the date of termination, including any and all labor, materials and equipment, at Rosehill's standard time and material rates.
9. **Re-stocking:** Plants contracted by you are specifically grown in our greenhouse and cared for until they can be planted at your home. Cancellation of annuals/perennials will result in a re-stocking fee based on the price of the plants.
10. **Lighting:** All contracted lighting service repairs will be billed per man hour at \$110.00 plus materials.
11. **Irrigation:** All contracted irrigation services repairs will be billed per man hour at \$110.00 plus materials. No repair during winterizing unless needed to winterize.
12. **Debris Disposal Fees** will be billed when applicable. (Debris disposal fees: small \$60.00, medium \$70.00, & large \$81.00)





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 2026.**

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 2026, 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 13<sup>th</sup> day of March, 2025

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

ATTEST:

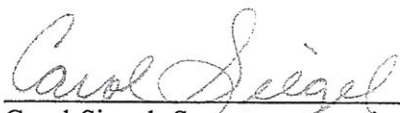
  
\_\_\_\_\_  
Carol Siegel, Secretary

EXHIBIT A

# RPM Mowing LLC

January 21, 2025

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

This bid is for the 2025 mowing season 5/1/2025 through 2/28/26 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 [Signature] Date 4/10/25  
RPM Mowing LLC [Signature] Date 1-21-25

34305 E. 251st Street, Harrisonville, Missouri  
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 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 2026, 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 13<sup>th</sup> day of March, 2025

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

ATTEST:

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



Martin City Community Improvement District (MCCID)

## **MARKETING and BUSINESS DEVELOPMENT SERVICE AGREEMENT**

**FY 2025-26**

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*ThinkViral's role: Supporting MCCID communication, visibility, engagement, & business growth.*

*We provide a comprehensive digital marketing and reputation management strategy that strengthens MCCID's position as a thriving business community. By maintaining a unified brand voice and proactively managing online interactions, we ensure that both visitors and businesses experience MCCID as a vibrant, well-connected, and customer-friendly destination*

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**BUDGET** - \$5,200/monthly = \$62,400/yr | No change from 2024

**SERVICES SUMMARY** - May 1, 2025 through April 30, 2026

**Core Platform Management.** We maintain and optimize MCCID's digital presence to keep businesses visible, accessible, and top-of-mind for customers, investors, and community stakeholders.

- MartinCity.org website - ensures MCCID updates, business directory information, and event promotions are easy to find and navigate.
- Google Business Profile - improves local search visibility, helping businesses appear in customer searches with key details.
- Social Networks (Facebook, Instagram, X, LinkedIn, YouTube) - boosts Martin City's exposure, reaching diverse audiences across key platforms.

**Content Production and Creative Services.** Quality content builds credibility and drives engagement, making MCCID an appealing destination for businesses, visitors, and media coverage.

- Website and social content creation and management - keeps MCCID's brand fresh, relevant, and visible across multiple channels.
  - Blog post ideation, interviews, research, copywriting, publishing and promotion - highlights the people, businesses, and stories that set MCCID apart and boosts interest.
  - Essential graphic design, photography and video production - strengthens brand identity and supports businesses with professional-quality promotional assets.
  - Business verifications and updates - ensures MCCID businesses have accurate, complete, and optimized listings in the online directory, improving customer accessibility.
  - Digital conversion, storage, and publishing of documented MCCID Board activity
-





**Business Development and Social Media Operation.** We drive business growth by fostering an active, responsive, and engaging online presence that strengthens MCCID's reputation and keeps customers coming back.

- Unified MCCID brand voice execution - maintains consistency across all digital touchpoints, reinforcing trust and recognition.
- 24/7 reputation management and community support - helps protect MCCID's online reputation by monitoring and addressing customer feedback in real time.
- Timely communication of critical MCCID issues and response to messages, comments, questions & feedback - enhances customer service and engagement with MCCID businesses
- Weekly promotional posts (minimum) - increases visibility to drive engagement with local businesses.
- Social media amplification of MCCID businesses - expands the reach of business promotions, helping them attract more customers.
- Recognition of business milestones, accomplishments and special moments - strengthens business loyalty and engagement within the community.
- Local news media online outreach - helps position MCCID as a destination worth covering, driving additional awareness and credibility.
- Google Business Profile monitoring and updates - helps District businesses maintain accurate and competitive online visibility.

**Event Marketing.** We help drive attendance and awareness for MCCID-sponsored events, reinforcing MCCID's reputation as a dynamic and thriving community.

- Promotion, attendance and live social media coverage - helps generate buzz and encourages participation in events.
- Branded event packaging (marquee graphics, flyers, themes, hashtags, etc.) - creates a strong, professional identity for each event.
- Ongoing updates to home page and event landing pages on MartinCity.org - ensures event information remains timely, and easy to find and access, as circumstances change
- Creation and promotion of Facebook event pages - helps boost attendance by leveraging Facebook's event marketing tools.
- Event sponsor promotions - provides visibility and recognition for event sponsors across social media and MartinCity.org.
- Amplification of events hosted by MCCID businesses - helps businesses attract more attendees and customers.
- Advertising copy and design for SKCC annual dinner and sponsorships - enhances MCCID visibility in broader business networks.

**Reporting.** Marketing highlights and consulting at monthly MCCID Board meetings



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**Contract Terms and Deliverables**

Services are for the term of May 1, 2025, through April 30, 2026, 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 service, 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.

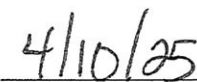
**Reputation Management Policy**

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, discriminatory of age, socioeconomic status, or disability, or are unlawful, spam, or inflammatory. ThinkViral reserves the right to delete, revoke, and/or deny user access to MCCID's social networks if a violation occurs.

---

*This Agreement begins on May 1, 2025, and remains in effect through April 30, 2026. Services not covered in this agreement will be billed at a project rate as appropriate and agreed upon.*

  
MARTIN CITY CID AUTHORIZED REPRESENTATIVE

 /2025  
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 a Successor Director in accordance with the qualifications set forth in the Petition; and

WHEREAS, the terms for George Farrill, Brad Ziegler and Debbie Van Noy have expired;

WHEREAS, the Board wishes to reappoint George Farrill to a four-year term; and

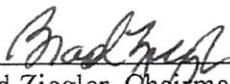
WHEREAS, the Board wishes to appoint Rob Sight to a four-year term; and

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.

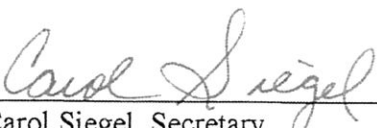
NOW THEREFORE, BE IT RESOLVED, by the Board as follows:

1. The Board reappoints George Farrill as Successor Director to serve a four (4) year term.
2. The Board appoints Rob Sight as Successor Director to serve a four (4) year term.
3. The District Manager is authorized to take all actions necessary to carry out this Resolution;
4. This Resolution shall take effect immediately.

Adopted this 10th day of April, 2025.

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

ATTEST:

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

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT  
("DISTRICT") APPROVING OFFICERS FOR FISCAL YEAR 2026.

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 2026.

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:

Danny Lake

Chairman

George Farrill

Vice Chairman

Carol Siegel

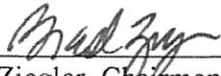
Secretary

Nick Mosakowski

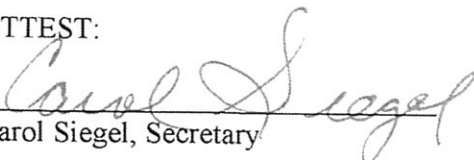
Treasurer

2. The District Manager 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 10th day of April, 2025.

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

ATTEST:

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

**RESOLUTION NO. 2025-09**

**THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT  
("DISTRICT") APPROVING LEVY OF SPECIAL ASSESSMENTS FOR 2025 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

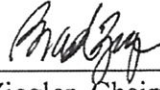
NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Martin City Community Improvement District, as follows:

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 2025 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 10th day of April, 2025



Brad Ziegler, Chairman

ATTEST:



Carol Siegel, Secretary



**RESOLUTION NO. 2025-10**

**THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT  
("DISTRICT") APPROVING THE BUDGET FOR FISCAL YEAR 2026.**

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 2026, 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 2026.

Section 2. The Chairman is authorized and directed to take all further action necessary to carry out the purpose and intent of this Resolution.

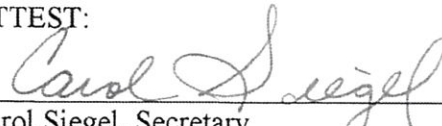
Section 3. This resolution shall take effect immediately.

Adopted this 10th day of April, 2025.



Brad Ziegler, Chairman

ATTEST:

  
Carol Siegel, Secretary

## EXHIBIT A

## EXHIBIT A

Martin City Community Improvement District Annual Budget		
Category	FY26 Budget	Comments
<b>INCOME</b>		
Property Tax Assessments	\$30,000.00	
Sales/Use Tax Assessments	\$430,000.00	
Interest Income	\$30,000.00	
Transfer from Savings	\$49,900.00	
St. Patrick's Day Parade	\$2,000.00	
<b>TOTAL INCOME</b>	<b>\$541,900.00</b>	
<b>EXPENSES</b>		
Infrastructure/Capital Improvements		
Signage	\$50,000.00	
Professional Services		
Accounting Services	\$7,000.00	Quarterly Accountant Reviews & Annual Audit
Legal Fees	\$5,000.00	
Bank Fees	\$100.00	
Business Development	\$72,000.00	Social Media, marketing, promotion, business recruitment
Beautification/District Maintenance		
Beautification	\$95,000.00	Monthly landscaping maintenance of 135th Street, mowing along Hwy 150, street sweeping
Holiday Lighting/Decorations	\$45,000.00	Install lights and xmas decorations
Operations		
Board Meeting Expense	\$600.00	Monthly meeting refreshments
Membersihp Fees	\$800.00	SKC Chamber and subscriptions
Cellular Phone	\$1,000.00	
Software Subscriptions	\$2,500.00	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	\$1,000.00	
Postage	\$200.00	
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	\$150,000.00	
Website	\$400.00	
<b>TOTAL EXPENSES</b>	<b>\$541,900.00</b>	
<b>NET INCOME</b>	<b>\$0.00</b>	

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 2026;

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 10th day of April, 2025.

  
\_\_\_\_\_  
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, 2025, 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.
2. **Term of Agreement.** Consultant's services will be performed over a period of time commencing on May 1, 2025 and ending April 30, 2026.
3. **Termination of Agreement:** The term of this Agreement shall end on April 30, 2026, 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, 2025.

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: Brad Ziegler

Name: Brad Ziegler

Title: Chairman, Board of Directors

**Vickie Wolvertson**

By: Vickie Wolvertson

Name: Vickie Wolvertson

**SECTION VI**

**REVENUE AND EXPENSES:**

<b>INCOME:</b>			
	a) Sales Tax	\$436,753.63	
	b) Property Tax Assessment	\$31,168.67	
	c) Local Option Tax	\$12,340.58	
	d) St. Patrick's Parade Income	\$4,750.00	
	e) Interest Income	\$44,730.99	
<b>TOTAL INCOME</b>			<b>\$529,743.87</b>
<b>EXPENSES:</b>			
I. Administrative:			
	a) Board Meeting Expense	\$547.52	
	b) Cellular Phone Monthly Fees	\$846.95	
	c) Computer Consulting		
	d) Equipment/Software	\$3,321.46	
	e) Hospitality-Business Meetings	\$632.44	
	f) Insurance	\$1,597.51	
	g) Legal Fees	\$7,457.50	
	h) Mileage		
	i) Office Supplies	\$1,412.93	
	j) Postage		
	k) Printing	\$546.61	
	l) Storage Rental		
	m) Utilities		
	n) Web Site Maintenance	\$1,690.70	
	o) Bank Charges		
<b>SUB-TOTAL</b>		<b>\$18,053.62</b>	<b>\$18,053.62</b>
II. Services			
	a) Banners	\$1,820.56	
	b) Beautification	\$86,705.74	
	c) Flowers & Gifts		
	d) Holiday Decorating	\$43,802.18	
	e) Security	\$143,841.89	
	f) St. Patricks Day Parade	\$14,928.45	
	g) Signature Signage		
	h) Whiskey Run 5K	\$70.00	
<b>SUB-TOTAL</b>			<b>\$291,168.82</b>
III. Capital Improvements			
	a) 135th Street Improvement Amenities		<b>\$0.00</b>
<b>SUB-TOTAL</b>			
IV. Other			
	a) Accounting Fees	\$334.75	
	b) Business Development	\$68,306.51	
	c) Bank Fees	\$233.77	
	d) Executive Director Consulting	\$87,999.96	

	e) Martin City Business Association		
	f) Membership	\$475.00	
	g) Miscellaneous Expense	\$2,040.25	
<b>SUB-TOTAL</b>			<b>\$159,390.24</b>

<b>EXPENSE TOTAL:</b>			
	I. Administrative	\$18,053.62	
	II. Services	\$291,168.82	
	III. Capital Improvements	\$0.00	
	IV. Other	\$159,390.24	
<b>TOTAL EXPENSES</b>		<b>\$468,612.68</b>	<b>\$468,612.68</b>
<b>TOTAL INCOME</b>			<b>\$529,743.87</b>
<b>LESS TOTAL EXPENSES</b>			<b>-\$468,612.68</b>
<b>BALANCE</b>			<b>\$61,131.19</b>

**BY-LAWS  
OF  
THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT**

**ARTICLE I**

Defined Terms

Section 1.1    District.

The Martin City Community Improvement District, a political subdivision created pursuant to Sections 67.1401 to 67.1571, of the Revised Statutes of Missouri ("RSMo"), and formed by the City Council of Kansas City, Missouri, by Ordinance Number 050031 adopted on January 13, 2005.

Section 1.2    Board.

The Board of Directors of the District, which is the governing body of the District.

Section 1.3    City.

The City of Kansas City, Missouri.

Section 1.4    City Clerk.

The City Clerk of the City.

Section 1.5    City Council.

The City Council of the City.

Section 1.6    Directors.

Members of the Board of Directors.

Section 1.7    Community Improvement District Act.

Sections 67.1401 to 67.1571, RSMo.

Section 1.8    Initial Directors.

The initial directors set forth in the Petition.



Section 1.9    Operator.

An owner of a business operating within the District or a legally authorized representative of such owner.

Section 1.10   Owner.

An owner of real property within the District or a legally authorized representative of such owner.

Section 1.11   Petition.

The petition forming the District and approved by the City.

Section 1.12   Resident.

A registered voter residing within the District.

Section 1.13   Sunshine Law.

Section 610.010 to 610.200, RSMo, governing meetings of public governmental bodies including the Board, as now or hereafter amended.

Section 1.14   Undefined Terms.

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

## **ARTICLE II**

### Offices and Records

Section 2.1    Principal Office.

The principal office of the District shall be located at Jess & Jim's Steak House, 517 E. 135<sup>th</sup> Street, Kansas City, Jackson County, Missouri 64145. The District may have such other offices within Kansas City, Missouri, as the business of the District may require from time to time, located at such place or places as may be designated by the Board.

Section 2.2    Records.

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

## ARTICLE III

### Board of Directors

#### Section 3.1 General Powers.

The business and affairs of the District shall be managed by the Board.

#### Section 3.2 Number, Term of Office and Qualifications.

The Board shall consist of seven (7) Directors.

#### Section 3.3 Qualifications.

Each Director shall meet the following requirements:

- A. Be at least 18 years of age;
- B. Declare to be either an Owner, and Operator or a Resident;
- C. Except for the Initial Directors, be nominated according to a slate submitted by the Board to the Mayor of the City and the City Council according to the nominating procedures set forth below.

#### Section 3.4 Board Representation.

In order to ensure a fair representation of the District, the Board representation shall meet the following requirements:

- A. At least three of the Directors shall be Owners; and
- B. At least three of the Directors shall be Operators.

The failure of the Board to meet the preceding representation requirements shall not affect the Board's authority to hold meetings, exercise any of the District's powers or take any action otherwise lawful.

#### Section 3.5 Terms.

The initial Directors named in the Petition shall serve for the terms set out opposite their names or until their successor is appointed in accordance with the Petition, whichever occurs later, and their successors shall serve for four-year terms or until their successor is appointed in accordance with the Petition, whichever occurs later.

In the event for any reason a Director is not able to serve his or her full term (“Exiting Director”), any vacancy to the Board shall be filled by Appointment of a Director (“Interim Director”) by a vote of the Board. Any Interim Directors shall be of the same type and from the same category as the preceding Director, unless otherwise stated in the By-Laws adopted by the Board upon formation of the District, as they may be amended from time to time.

Section 3.6    Successor Directors.

Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed by the Mayor of the City with the consent of the City Council by resolution according to a slate submitted to the City Clerk by the Board. The City Clerk shall immediately deliver the slate to the Mayor and the City Council. Not later than 30 days following the date the slate is submitted to the City Clerk:

- A.    the Mayor shall appoint the successor Directors according to the slate submitted and the City Council shall consent by resolution to the appointment; or
- B.    the Mayor or the City Council may reject the slate submitted and request in writing with written reasons for rejection of the slate that the Board submit an alternate slate. If no action is completed within the 30-day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the slate submitted as of the expiration of the 30-day period.

If an alternate slate is requested, the Board shall within 10 days following receipt of the written request submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor and the City Council. Not later than 15 days following the date the alternate slate is submitted to the City Clerk:

- C.    the Mayor shall appoint the successor Directors according to the alternate slate submitted and the City Council shall consent by resolution to the appointment; or
- D.    the Mayor or the City Council may reject the alternate slate submitted and request in writing with written reasons for rejection of the alternate slate that the Board submit another alternate slate. If no action is completed within the 15-day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the alternate slate submitted as of the expiration of the 15-day period.

The procedure described above shall continue until the successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the City Council; provided however, the time period for action by the Mayor and the City Council following the submission of each alternate slate shall be reduced to 10 days.



The Board shall select the slate as follows:

- E. Individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- F. The Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- G. The slate shall consist of the nominees classified so that the Board will be meet the representation requirements set out in Section 3 of this Article.

Section 3.7 Regular Meetings.

The Board shall hold regular meetings at such time, date and location as may from time to time be determined by the Directors, one of which regular meetings shall be the District's annual meeting, which shall be held during the month April of each year or a such other time as may be agreed by a majority of the Board.

Section 3.8 Special Meetings.

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

Section 3.9 Notices.

A. Notice to Directors.

- (1) Annual and Regular Meetings. Written or printed notices of meetings of the Board, whether specifically required by the Community Improvement District Act, the Sunshine Law or any other Missouri statute regulating meetings of public governmental bodies, the definition of which includes the Board, shall be delivered personally, by mail, by electronic mail, or by fax to each Director at least twenty-four (24) hours prior to each scheduled meeting.
- (2) Special Meetings. Notice of a special meeting shall be delivered personally, by mail, by electronic mail, or by fax to each Director at least two (2) days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the notice; however, if all of the Directors are present at a special meeting, any item of business, whether or not designated in the notice, may be transacted with their unanimous consent.



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

- B. Notice to the Public. Notice of the time, date and place of each meeting of the Board, its tentative agenda, and whether any portion of the meeting will be closed shall be given to the public at least twenty-four (24) hours in advance of the meeting time, exclusive of weekends and holidays, in a manner reasonably calculated to advise the public of the matters to be considered and in compliance with the Sunshine Law. Copies of this notice shall be posted on the District's website, [www.martincity.org](http://www.martincity.org), which is easily accessible to the public and clearly designated for that purpose. Copies of such notice shall at the same time be provided to any representative of the news media who requests notice of meetings of the District. In addition to the above requirements, if the Board proposes to hold a closed meeting, closed portion of a public meeting, or closed vote, the notice shall state the reason for holding such closed meeting, closed portion of a public meeting, or closed vote by reference to the specific exception allowed pursuant to the Sunshine law.

#### Section 3.10 Special Circumstances.

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

#### Section 3.11 Quorum.

A majority of the members of Directors serving at the time of any meeting shall constitute a quorum for the transaction of business at such meeting. If a quorum shall not be present at any such meeting, a majority of the Directors then present shall have power to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

#### Section 3.12 Action.

The concurrence of the majority of the Directors present in any meeting at which at quorum is present shall bind the District.

### Section 3.13 Telephone/Electronic Participation in Meetings.

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

### Section 3.14 Manner of Voting.

Votes by the Board shall be by voice vote unless the presiding officer shall direct or any Director shall demand a vote by roll call or by ballot, provided however, that any votes taken during a closed meeting shall be taken by roll call. In the case of an abstention or a nay vote, the Director so abstaining or voting nay may be identified in the minutes of such meeting. However, when any Director is participating in a Board meeting by conference telephone or other similar communications equipment, the presiding officer of the meeting shall take all votes by roll call.

### Section 3.15 Compensation.

No Director shall receive compensation from the District for any services performed; provided, however, upon approval of the Board, Directors may receive reimbursement of actual and necessary expenses incurred by them on behalf of the District. Notwithstanding the foregoing, the District may pay an Owner or Operator for services provided to and benefiting the District, even if such Owner or Operator (or its representative) is a Director or Officer on the Board, so long as such payment represents fair market value for such services and the payment is approved by a Board vote, with the particular Owner or Operator receiving payment (or its representative) abstaining from such vote.

## ARTICLE IV

### Officers

#### Section 4.1 Officers.

The officers of the District shall consist of Chairman, Vice Chairman, District Manager, Secretary, Treasurer and such other offices as may from time to time be established by the Board.

#### Section 4.2 Election and Term of Office.

- A. Chairman and Vice Chairman. At each annual meeting, the Board shall elect from its membership a Chairman and a Vice Chairman to serve for the ensuing year or until the next annual meeting.



B. Other Officers. All other officers of the District shall be elected annually by the Board at the annual meeting of the District. If the annual election of officers shall not be held at such meeting, all previously elected officers shall continue to hold their respective offices an the annual election shall be held as soon thereafter as convenient to the Board. Any officer duly elected may succeed himself. Each officer shall hold office until his successor shall be duly elected and qualified or until his death, resignation or removal as provided by these By-Laws. Other than the Chairman and Vice Chairman, no officer need be a member of the Board.

#### Section 4.3 Removal.

Any officer or agent elected or appointed by the Board may be removed by it whenever, in its judgment, the best interests of the District will be served thereby.

#### Section 4.4 Vacancies.

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

#### Section 4.5 General Powers.

The officers of the District shall have such powers and control in the District and management of the business and affairs of the District as is usual and proper in the case of, and incident to, such offices, except insofar as such power and control is limited by these By-Laws, by resolution of the Board or by the Community Improvement District Act.

#### Section 4.6 Duties of Chairman and Vice Chairman.

The Distract Manager shall preside at all Board meetings, and in his or her absence, the Chairman shall preside.

#### Section 4.7 Duties of Other Officers.

- A. District Manager. The District Manager shall be the principal executive officer of the District and, subject to the control of the Board, shall in general supervise and control the business and affairs of the District. Unless otherwise directed by these By-Laws or by the Board, the District Manager shall supervise the business and affairs of the District and shall sign and deliver all agreements, documents and instruments executed in the name of the District.
- B. Secretary. The Secretary shall have the following powers and duties:
  - (1) Keep the minutes for the meetings of the Board as provided by law in one or more books provided for that purpose;
  - (2) Assure that all notices are properly given, in accordance with these



- By-Laws and as required by law;
- (3) Be custodian of the records and seal of the District, if any;
  - (4) Assure that the seal of the District, if any is affixed to all documents duly authorized for execution under seal on behalf of the District;
  - (5) Keep a register which includes the address and telephone number of each Director whose address and telephone number shall be furnished to the Secretary by the Director;
  - (6) Perform all duties incidental to the office of Secretary and such other duties as may be assigned to the Secretary by the Chairman or the Board; and
  - (7) Exercise such other duties as is from time to time delegated by the Board by resolution.

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

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

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

#### Section 4.8     Compensation.

No officer who is a member of the Board shall receive any salary or other compensation for services rendered unless the same shall first be set by the Board and is in accordance with the Community Improvement District Act or any other applicable law. Notwithstanding the foregoing, the District may pay an Owner or Operator for services provided to and benefiting the District, even if such Owner or Operator (or its representative) is a Director or Officer on the Board, so long as such payment represents fair market value for such services and the payment is approved by a Board vote, with the particular Owner or Operator receiving payment (or its representative) abstaining from such vote.

#### Section 4.9     Employees and Independent Contractors.

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

### ARTICLE V

#### Contracts, Checks and Deposits

##### Section 5.1     Contracts.

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

##### Section 5.2     Checks, Drafts, etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the District shall require two signatures, such signatures being that of the Chairman, Vice Chairman, District Manager and the Treasurer, or such other officers, agent or agents of the District an in such manner as shall from time to time be determined by resolution of the Board.

##### Section 5.3     Deposits.

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

### ARTICLE VI

### Fiscal Year

The fiscal year of the District shall end on the same day as the last day of the fiscal year of the City, or in accordance with such other period approved by Board pursuant to the Community Improvement District Act.

## **ARTICLE VII**

### Seal

The form of the corporate seal of the District shall be prescribed by the Board.

## **ARTICLE VIII**

### Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of these By-Laws, waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the times stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE IX**

### Committees

The Board may from time to time establish such committees and confer upon them such powers as it deems expedient for the conduct of the District's business. The Board may similarly provide that the members of such committees need not all be members of the Board.

## **ARTICLE X**

### Conflict of Interest

No officer, agent or employee of the District shall have or shall require any interest, direct or indirect, in any project which the District is promoting, or in any contract or proposed contract for materials or services in any lease, mortgage, sale, or contract or any nature whatsoever relating to any such project or the District without forthwith making written disclosure to the District of the nature and extent of his interest, and such disclosure shall be entered in writing upon the minute book of the District.

## **ARTICLE XI**



## Amendments

From time to time these By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board after ten (10) days' written notice of the proposed alteration, amendment or change has been given to each Director, provided that no alteration, amendment or change shall be made without the affirmative vote of a majority of the total number of Directors voting.

## **ARTICLE XII**

### Annual Report and Audit

The Board shall have prepared and file annual reports as required by the Community Improvement District Act or any other applicable law, and shall provide for independent audits of the accounts of the District every other year.

## **ARTICLE XIII**

### Indemnification of Directors

The District, except as provided below, shall hold harmless and indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, including without limitation any action by or in the right of the District, by reason of the fact that he or she is or was a Director or officer of the District, or is or was a Director or officer of the District who is or was serving at the request of the District as a Director, officer, agent, employee, partner or trustee of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines, taxes and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding if such person's conduct is not finally adjudged to be knowingly fraudulent, deliberately dishonest or willful misconduct. The right to indemnification conferred in this paragraph shall be a contract right, and shall include the right to be paid, by the District, expenses incurred in defending any threatened, pending or contemplated, suit or proceeding, whether civil, criminal, administrative or investigative, in advance of the final disposition of such action, suit or proceeding. Such right will be conditioned upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the District as authorized in this Article. Such right shall survive any amendment or repeal of this Article with respect to expenses incurred in connection with claims arising out of acts or omissions occurring prior to such amendment or repeal. The District may, by action of this Board of Directors, provide indemnification to employees and agents of the District with the same scope and effect as the foregoing indemnification of Directors and officers.

If a claim under the prior paragraph of this Article is not paid in full by the District within thirty (30) days after a written claim has been received by the District, the claimant may at any time thereafter bring suit against the District to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to

enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, is required, has been tendered to the District) that the claimant has not met the standards of conduct which make it permissible for the District to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the District. Neither the failure of the District (including its Board of Directors or independent legal counsel or voting members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct, nor an actual determination by the District (including its Board of Directors or independent legal counsel or voting members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, partner, trustee or agent and shall inure to the benefit of the heirs, personal representatives and administrators of such a person.

The District may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the District, or is or was serving at the request of the District as a Director, officer, employee, partner, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the District would have the power to indemnify him or her against such liability under the provisions of this Article.

In the event any provision of this Article shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Article and any other provision of this Article shall be construed as if such invalid provision had not been contained in this Article. In any event, the District shall indemnify any person who is or was a Director or officer of the District, or who is or was a Director or officer of the District who is or was serving at the request of the District as a Director, officer, agent, or employee, to the full extent permitted under Missouri law, as from time to time in effect.

Adopted this 13th day of October, 2022.

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Debbie Van Noy, Chairman

ATTEST:

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Carol Siegel, Secretary

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