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

SECTION I

Date: August 31,2022
CID Contact Information: Vickie Wolgast
manager@martincity.org
(816) 308-1023
Political Subdivision or Not for Profit: Political Subdivision
Date of and Ordinance No: August 27, 2009 Ordinance No. 090688
January 13, 2005 Ordinance No. 050031

SECTION II

PURPOSES OF CID AND SERVICES PERFORMED DURING FISCAL YEAR:

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

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

SECTION III

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

Laura Potter	Howard Barewin
Brad Ziegler	Nick Mosakowski
Debbie Van Noy	George Farrill
Carol Siegel	

SECTION IV

REVENUE AND EXPENSES:

INCOME:			
	a) Sales Tax	$392,616.29	
	b) Property Tax Assessment	$28,382.63	
	c) Local Option Tax	$20,008.75	
	d) Security Program Income		
	e) Insurnace Claim Income		
	f) Interest Income	$305.60	
TOTAL INCOME			**$441,313.27**
EXPENSES:			
I. Administrative:			
	a) Board Meeting Expense	$563.20	
	b) Cellular Phone Monthly Fees	$1,841.02	
	c) Computer Consulting		
	d) Equipment/Software	$1,654.23	
	e) Hospitality-Business Meetings	$318.88	
	f) Insurance	-$442.00	
	g) Legal Fees	$9,488.88	
	h) Mileage		
	i) Office Supplies		
	j) Postage		
	k) Printing		
	l) Storage Rental		
	m) Utilities		
	n) Web Site Maintenance		
	o) Bank Charges		
SUB-TOTAL			**$13,424.21**
II. Services			
	a) Banners	$150.00	
	b) Beautification	$68,354.33	
	c) Flowers & Gifts	$233.26	
	d) Holiday Decorating	$63,176.46	
	e) Security	$143,785.28	
	f) St. Patricks Day Parade	$11,253.68	
	g) Signature Signage		
SUB-TOTAL			**$286,953.01**
III. Capital Improvements			
	a) 135th Street Improvement Amenities		**$0.00**
SUB-TOTAL			
IV. Other			
	a) Accounting Fees		
	b) Business Development	$50,922.22	
	c) Bank Fees	$228.64	
	d) Executive Director Consulting	$80,100.00	
	e) Martin City Business Association		
	f) Membership	$565.00	

SUB-TOTAL		**$131,815.86**

EXPENSE TOTAL:			
	I. Administrative		$13,424.21
	II. Services		$286,953.01
	III. Capital Improvements		$0.00
	IV. Other		$131,815.86
TOTAL EXPENSES			**$432,193.08**
TOTAL INCOME			**$441,313.27**
LESS TOTAL EXPENSES			**$432,193.08**
BALANCE			**$9,120.19**

SECTION V

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

RESOLUTION NUMBER	RESOLUTION TITLE
2021-11	Resolution Approving and Authorizing Execution of a Contract with Rosehill Gardens to Install Bike Rack Pads
2022-01	Resolution Approving and Authorizing Execution of a Contract with A&T Commercial Mowing, Inc. to Provide Mowing Services Along Highway 150 in Fiscal Year 2022
2022-02	Resolution Approving the Budget for Fiscal Year 2023
2022-03	Resolution Approving Officers for Fiscal Year 2023
2022-04	Resolution Approving Management Agreement with South Kansas City Chamber of Commerce to Provide Management Services for the District
2022-05	Resolution Approving Levy of Special Assessments for 2022 Real Estate Tax Year
2022-06	Resolution Approving and Authorizing Execution of a Contract with Rosehill Gardens, Inc. to Maintain Landscaping Along 135th Street from Holmes Road to Highway 150
2022-07	Resolution Approving and Authorizing Execution of a Contract with Orion Security, Inc. for the Purpose of Security Services Within the District
2022-08	Resolution Approving and Authorizing Execution of a Contract with American Sweeping, Inc. to Sweep 135th Street from Holmes Road West to Highway 150 up to 7 Times a Year
2022-09	Resolution Approving and Authorizing Execution of a Contract with ThinkViral, to Provide Online Marketing and Website Management

RESOLUTION NO. 2021-11

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 INSTALL BIKE RACK PADS

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 installing bike racks throughout the district;

WHEREAS, the Directors desire to approve the contract submitted by Rosehill Gardens, ("Rosehill") in an amount not to exceed $5,050 (the "Contract"), for the purpose of installing bike rack pads at two bike rack locations, and now desire to approve the Contract, in substantially the same format as attached hereto as Exhibit A, and authorize execution of same by the District Manager of the District.

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

1. The Board hereby approves the Contract, in substantially the same format as attached hereto as Exhibit A.

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

3. This resolution shall take effect immediately.

Adopted this 15th day of July, 2021

Debbie Van Noy, Chairman

ATTEST:

Carol Siegel, Secretary

Exhibit A

ROSEHILL GARDENS
Roots a century deep

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

Wednesday, June 16, 2021
Estimate# L9717

Vicki Wolgost
311 East 135th Street
Kansas City, MO 64145
(816) 308-1023

Martin City CID-bike racks

We appreciate the opportunity to submit the following estimate for your landscape needs. If you have any questions or feedback, please call at your convenience.

Materials—using pavers that match the sidewalk pavers-8' x 10' area

Qty	Name
2 ton	AB-3
36 FT	Concrete Toe edging w/ rebar
1 50lb	Evolution Polymeric Sand (Beige) 50# EA
90 FT²	Weed Barrier Fabric
1 Cu.	Mason sand
90 FT²	Red Holland brick pavers

Labor

Name
Excavate and install compacted AB-3 base for patio
Hauling and Waste disposal
Hardgoods materials Installation
Paver edging installation with perimeter cuts
Paver installation

Total per bike rack: $2,520.00

Total for 2: $5,040.00

Client Signature

Client Signature [signature] Date: 7-23-21

Payment Terms: **Due Upon Receipt**

I agree to this contract and the terms of agreement listed below.

- **TERMS OF AGREEMENT**
- A down payment of one-half of the total estimate is due at the time of acceptance and the remainder at the completion of the job.
- The price shown is for cash/check payment. If you prefer to pay with credit card, an additional 3% fee will be applied to the charged amount.
- Client is responsible for marking all private underground lines i.e. sprinkler lines and heads, gas lamp lines, landscape lighting, underground dog fence lines, and entry gate sensors _____(initial).

Our limited Warranty and Terms. All plant materials are true to name, accurately graded, and in a healthy growing condition when they leave the nursery. Rosehill will replace once, at no charge, any plants installed by Rosehill that fail to grow for a period of two years after the date of planting (one year after purchase date for plants purchased from, but not installed by Rosehill) provided the plants have had adequate care and have not been damaged. Rosehill is not obligated to replace plants and does not make any warranty with respect to plants damaged due to abnormal weather conditions (e. g., extreme winter or summer temperature, flood, tornado) fire, vandalism, theft, animals, lack of or excess moisture, or other factors beyond our control. Plants purchased from, but not installed by Rosehill Gardens, Inc. will be replaced once, within one (1) year of purchased date.

- <u>Exclusions</u>:
- Annuals, vegetables, roses, and plants in planter boxes, pots and barrels
- Any plants, shrubs or trees which have not been given reasonable and proper care or any instance in which a product has been improperly used on plants
- Plant material on site transplanted by Rosehill Gardens.
- When statement has not been paid in accordance with the company policy (see terms)
- Any discounted sales

Customer agrees that Rosehill shall not: (i) be liable for losses or damages (including defects in labor, workmanship or materials) caused by persons or entities who are not controlled by or under contract with Rosehill: (ii) liable for losses or damages caused by, resulting from,

Client Signature _____

contributed to or aggravated by earth movement, landslide, mudflow, earth sinking, earth rising, earth shifting or subsidence of land; (iii) be liable for damages, losses or extra expense due to underground foreign material such as construction debris, rock, heavily compacted sub-soil, tree stumps, roots, utilities and sprinkler systems and/or any other unforeseen obstructions (an additional charge for removal or special handling will be necessary); and (iv) pay to repair any underground obstructions unless Rosehill has prior knowledge of these obstacles.

- This warranty shall be void if any invoice or statement has not been paid in accordance with the Payment Terms set forth below.
- Irrigation Warranty on all repairs and/or installs are as follows:
- Renovations and Repairs: Six months from date of service, covers workmanship and/or defective parts.
- Residential New Install: One year from the date of install covers parts and labor on workmanship.
- One free winterizing and one free activation is included with all new residential installs.
- Lighting Warranty on all repairs and/or installs are as follows:
- Repairs: Six months from the date of service covers workmanship and/or defective material from dateof service. Excludes: bulbs, excessive use and/or normal wear and tear on all fixtures.
- Installs: One year from the date of install covers workmanship and/or defective material from the date of install.
- Excludes: Bulbs, excessive use and/or normal wear and tear on all fixtures.

Payment Terms. Payment is due from the Customer at the time of completion of the work. If payment is not received within 30 days after completion of the work, a finance charge shall be added to the balance computed on the principal balance at the rate of 1.5/% per month. In the event said finance charge exceeds the maximum amount recoverable by applicable law, then the finance charge shall be limited to the maximum amount recoverable by law.

Notice to Owner: Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429 RSMO. To avoid this result, you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

Client Signature

_____

RESOLUTION NO. 2022-01

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT") APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH A&T COMMERCIAL MOWING, INC. ("A&T"), TO PROVIDE MOWING SERVICES ALONG HIGHWAY 150 IN FISCAL YEAR 2022.

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 135th Street;

WHEREAS, the Directors desire to approve the contract submitted by A&T in an amount not to exceed $13,500.00 (the "Contract"), for the purpose of mowing, removing litter, weed eating, edging, blowing debris and other matters related thereto, for the fiscal year of 2023, 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 13th day of January, 2022

Debbie Van Noy, Chairman

ATTEST:

Carol Siegel, Secretary

EXHIBIT A

A & T
Commercial Mowing, Inc.

October 29, 2021

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

This bid is for the 2022 mowing season 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 an estimated (15) mows, to be determined by the Martin City Community Improvement District. Price per mowing cycle is $900.00.

Sincerely,
Terry Throckmorton
President

Acceptance of Proposal:
A & T Commercial Mowing, Inc. 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 A & T Commercial Mowing, Inc.

Martin City Community Improvement District _____ Date 2-10-22

A & T Commercial Mowing, Inc. _____ Date 10-29-21

28802 E. 245th Street, Harrisonville, Missouri
terry.throckmorton@yahoo.com
Office 816-550-7478

RESOLUTION NO. 2022-02

THE MARTIN CITY COMMUNITY IMPROVEMETN DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT") APPROVING THE BUDGET FOR FISCAL YEAR 2023.

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 2023, in substantially the form attached hereto as Exhibit A.

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

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 February, 2022.

Debbie Van Noy, Chairman

ATTEST:

Carol Siegel, Secretary

EXHIBIT A

Martin City Community Improvement District Annual Budget		
Category	*FY23 Budget*	*Comments*
INCOME		
Property Tax Assessments	$25,000.00	
Sales/Use Tax Assessments	$370,000.00	
Interest Income	$200.00	
Transfer from Savings	$90,250.00	
St. Patrick's Day Parade	$1,000.00	
TOTAL INCOME	**$486,450.00**	
EXPENSES		
Infrastructure/Capital Improvements		
Signage	$100,000.00	
Professional Services		
Accounting Services	$6,000.00	Quarterly Accountant Reviews & Annual Audit
Legal Fees	$16,000.00	
Bank Fees	$100.00	
Business Development	$60,000.00	Social Media, marketing, promotion, business recruitment
Beautification/District Maintenance		
Beautification	$63,500.00	Monthly landscaping maintenance of 135th Street, mowing along Hwy 150, street sweeping
Holiday Lighting/Decoractions	$25,000.00	Install lights and xmas decorations
Operations		
Board Meeting Expense	$600.00	Monthly meeting refreshments
Membersihp Fees	$600.00	SKC Chamber and subscriptions
Cellular Phone	$1,150.00	
Software Subscriptions	$1,500.00	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	$200.00	
Postage	$0.00	
Printing	$0.00	
Equipment/Software	$1,000.00	
District Management		
District Management Fees	$80,000.00	
Hospitality/Business Meetings	$500.00	
Mileage Reimbursement	$0.00	
Member Services/Programs		
St. Patrick's Day Parade	$5,000.00	
Security	$120,000.00	
TOTAL EXPENSES	**$486,450.00**	
NET INCOME	**$0.00**	

RESOLUTION NO. 2022-03

THE MARTIN CITY COMMUNITY IMPROVEMETN DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT") APPROVING OFFICERS FOR FISCAL YEAR 2023.

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 2023.

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:

Debbie Van Noy	Chairman
Brad Ziegler	Vice Chairman
Carol Siegel	Secretary
Nick Mosakowski	Treasurer

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

3. This Resolution shall take effect immediately upon the date executed below.

Adopted this 14th day of April, 2022.

Debbie Van Noy, Chairman

ATTEST:

Carol Siegel, Secretary

RESOLUTION NO. 2022-04

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT") APPROVING MANAGEMENT AGREEMENT WITH SOUTH KANSAS CITY CHAMBER OF COMMERCE ("SKCCC") 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 entered into a contract with SKCCC to provide management services for the district in May 2018, May 2020 and May 2021;

WHEREAS, the Board desires to renew the contract submitted by SKCCC for one year and authorize the President to execute a contract, in substantially the format attached hereto as **Exhibit A** ("Contract"), with SKCCC 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 14th day of April, 2022.

Debbie Van Noy, Chairman

ATTEST:

Carol Siegel, Secretary

Exhibit A

Management Service Agreement
Martin City Community Improvement District Manager

THIS AGREEMENT for management services is made effective as of April 14, 2022 by and between **Martin City Community Improvement District, Kansas City, Missouri** ("MCCID"), a Missouri political subdivision, whose address is 311 E. 135th Street, Kansas City, MO 64145 and **South Kansas City Chamber of Commerce** ("SKCCC") whose address is 406 E Bannister Road, Suite F, Kansas City, MO 64131.

1. *Management Services.* MCCID hereby engages SKCCC to perform the services listed specifically herein and give SKCCC the ability to appoint an employee with the title of District Manager of the Martin City Community Improvement District. The District Manager appointed by SKCCC shall be subject to approval by the MCCID Board of Directors. Any candidate for the District Manager position shall be introduced to the MCCID Board of Directors at a meeting with at least 24 hours' prior notice. After such meeting, MCCID Board of Directors shall use reasonable efforts to give notice of any objection within 48 hours, subject to any board meeting notice requirements, or they will be deemed to have approved that appointment. This approval shall not be necessary for SKCCC employees handling administrative functions of MCCID including, but not limited to, paperwork, office functions, scheduling or emails.

   The Management Services provided should also be compatible with any MCCID processes and procedures developed by the MCCID Board of Directors as communicated to the SKCCC Board of Directors.

2. *Nature of Management Services.* SKCCC is retained to perform the following management services (the "Services"):

   (a) Analyze the operations of MCCID, make recommendations regarding such operations that will improve financial stability and, as approved by the Board of MCCID, implement such recommendations;

   (b) Oversee the day-to-day operations of the MCCID;

   (c) Coordinate all MCCID Board and committee meetings, including providing public notices, agendas, minutes and other reports;

   (d) Manage communications, marketing and branding for MCCID including:

      (1) Work with social media/marketing company to create and execute marketing strategies for MCCID including, but not limited to, social media, monthly email newsletter, blog posts, press releases and information on the MartinCity.org website;

      (2) Speak to and engage with community groups, real estate brokers, developers, residents, business owners, media, etc.;

(e) Serve as the chief liaison with government agencies, business and property owners, developers and other organizations in the metropolitan area.

(f) Serve as the public information officer in responding to requests for project information; representing the programs and point of view of the MCCID;

(g) Provide monthly reporting to the MCCID Board of Directors on MCCID activities;

(h) Review MCCID's sales and marketing strategies and, if appropriate, make and implement suggestions for these strategies;

(i) Review other aspects of MCCID's operations including, but not limited to, overhead and general and administrative expenses and, if appropriate, make suggestions for improvements in those areas;

(j) Develop and implement the annual budget. The budget should be completed by January of each year and submitted to the City of Kansas City for approval;

(k) Oversee the financial management of the MCCID;

(l) Manage tax and assessment collection and report collections to the MCCID Board monthly;

(m) Manage organization funds to maximize the earnings in compliance with state and federal regulations as directed by the MCCID Board;

(n) Review bank statement with the CPA on a quarterly basis;

(o) Monitor income and expenses as budgeted and provide the MCCID Board with monthly reports of these and account balances;

(p) Analyze and provide advice regarding MCCID's strategic plan and assist the MCCID Board of Directors in setting, clarifying and evaluating goals and objectives at least annually;

(q) Negotiate contracts for MCCID and ensure that contractual obligations of MCCID are met;

(r) Monitor and direct programs to improve the safety, security, appearance, and overall appeal of Martin City;

(s) Organize a quarterly meeting of the MCCID Board and South KC Chamber Executive Committee to review and track progress of the Management Service Agreement;

(t) Upon the request of the Martin City Business & Community Association (MCBCA) and the MCCID Board, assist MCBCA with the following tasks as they relate to the St. Patrick's Day Parade, Whiskey Run 5K and Holiday Lighting Ceremony:

(1) Obtain bids, sign contracts and meet with vendors to confirm event details;

(2) Handle event payables and receivables;

(3) Complete NTDF follow-up reports and submit 90 days following events;

(4) Submit NTDF applications for events; and

(5) Submit applications for city-required permits;

;

(u) Upon the request of the Martin City Business & Community Association (MCBCA) and the MCCID Board, assist MCBCA with the following tasks:

(1) Update MCBCA Charter information with the Secretary of State annually in June;

(2) Renew liability and directors and officers insurance each year; and

(3) Have profit and loss statement certified by CPA;

(v) Any additional assistance with Martin City Business & Community Association shall be requested by separate written agreement. If it involves the MCCID, it shall require MCCID approval.

MCCID expressly acknowledges and agrees that SKCCC is retained to analyze and provide Services regarding the foregoing matters, and that SKCCC does not guarantee or warrant any specific results or outcome of any of the Services.

3. *Term of Agreement.* SKCCC's Services will be performed over a period of time commencing on May 15, 2022 and ending on May 14, 2023, unless terminated earlier pursuant to Section 5.

4. *Renewal Term.* This Agreement shall be for a term of one (1) year commencing May 15, 2022, and ending May 14, 2023; subject to automatic renewal as

hereafter provided. Unless either party shall in writing notify the other party of an intention not to renew the Agreement at least thirty (30) days before the expiration of the term, this Agreement shall, without further action of the parties, be automatically extended by adding an additional one (1) year period of the existing term or renewal term

5. *Termination of Agreement*: The term of this Agreement shall end on May 14, 2023, unless earlier terminated as provided below in this Section 5 or extended pursuant to Section 4. Termination of this Agreement must be provided in writing, by certified mail or personal delivery.

(a) **By MCCID for Cause**-MCCID Board of Directors may terminate the Management Services Agreement with SKCCC for cause at any time. "Cause" shall mean gross neglect of duties, or material violation of this Agreement by the SKCCC. In the event of any such termination, the SKCCC shall be paid compensation and expenses to the date of termination, and the SKCCC shall have no claim for further compensation beyond the date of termination;

(b) **By MCCID Without Cause**-MCCID Board of Directors by majority vote of the Board may terminate the Agreement with SKCCC without cause and for any reason, at any time during the term of this Agreement or any extension thereof, on 60 days' written notice. In the event of termination without cause, MCCID shall pay under the Agreement for the 60-day period and pay SKCCC an early termination fee in an amount equal to one month's total fees and expenses due and payable at the time of serving the notice to terminate;

(c) **By SKCCC**, SKCCC may terminate this agreement at any time for any reason or no reason, on 30 days written notice to MCCID. In such event, MCCID shall pay SKCCC all compensation and expenses to date of termination.

6. *Payment to SKCCC.* MCCID will pay SKCCC over the term of the Agreement a monthly fee of $6,675, payable on or before the 15th day of each month. In the event that SKCCC does not receive full monthly payment on time, SKCCC may suspend Services without notice and without liability.

SKCCC shall assume certain MCCID expenses for mileage reimbursement, office supplies, postage and printing. SKCCC will annually cover expenses to a maximum of the following:

Office Supplies:	$850.00
Printing:	$300.00
Mileage Reimbursement:	$2,000.00
Postage:	$500.00

MCCID shall underwrite or reimburse SKCCC for all other reasonable expenses incurred in connection with MCCID's activities and business meetings. Costs will also be reimbursed for registration, travel, and hotel expenses for MCCID events and professional development with prior approval of the MCCID Board of Directors or which are within and consistent with any budget items approved by the MCCID Board. SKCCC may submit receipts for other MCCID related expenses to the MCCID Board of Directors for reimbursement consideration. Any expenses reimbursed by MCCID shall be paid within ten (10) days of submission of the request by SKCCC.

7. *Equipment Usage:* MCCID will provide SKCCC the use of a cell phone, computer, printer, camera and audiovisual projector for the purposes of carrying out the duties associated with this Management Service Agreement. MCCID shall be responsible for insuring and repairing or replacing all equipment.

8. *Relationship of Parties.* MCCID and the SKCCC agree that SKCCC is an independent organization and as such SKCCC will determine the time, manner, personnel and place of performance of duties and Services under this Agreement. Accordingly, SKCCC shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the 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. SKCCC is entitled to contract with other businesses, agencies, or entities and nothing herein shall grant an exclusive right of MCCID to the Services of SKCCC. SKCCC shall not be precluded from performing similar services for others and/or in its own behalf. MCCID understands that SKCCC has a larger geographic area and that some items or events of SKCCC may impact areas solely outside the geographic area of the MCCID and hereby expressly waives any actual or perceived conflict involving events or communications conducted by SKCCC or its personnel related to the broader area and expressly authorizes SKCCC to act according to its established purposes even if perceived as a conflict to this Management Service Agreement.

   (a) In performing the daily duties as outlined in this Management Service Agreement, SKCCC will be acting as an agent for MCCID and will have authority to sign applications, sign checks except checks payable to SKCCC, and make purchases using a MCCID issued credit card and debit card.

9. *Indemnification by MCCID.* MCCID agrees to indemnify and hold SKCCC harmless from and against any and all claims, demands and/or causes of action which may be made, asserted or instituted against SKCCC or its employees, officers, directors or board members arising from the negligence or intentional

misconduct, of the services and other activities provided for hereunder, by MCCID, or its owners, officers, agents, subcontractors, employees or board members to the extent such are excluded from coverage by applicable insurance as excluded acts or omissions. MCCID agrees to promptly reimburse SKCCC, its trustees, officers and employees, upon demand, all costs and expenses, including attorneys' fees, judgments, and suits for costs reasonably incurred by SKCCC, its board, trustees, officers or employees with respect to the indemnity provided herein.

10. *Indemnification by SKCCC.* SKCCC agrees to indemnify and hold MCCID harmless from and against any and all claims, demands and/or causes of action which may be made, asserted or instituted against MCCID or its employees, officers, directors or board members arising from negligence or intentional misconduct, of the services and other activities provided for hereunder, by SKCCC, or its owners, officers, agents, subcontractors, employees or board members to the extent such are excluded from coverage by applicable insurance as excluded acts or omissions. SKCCC agrees to promptly reimburse MCCID, its trustees, officers and employees, upon demand, all costs and expenses, including attorneys' fees, judgments, and suits for costs reasonably incurred by MCCID, its board, trustees, officers or employees with respect to the indemnity provided herein.

11. *Confidentiality.* SKCCC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of SKCCC, or divulge, disclose or communicate in any manner any information that is and remains proprietary and confidential to MCCID, except to the extent that such information is or becomes public or available outside of MCCID through no fault of SKCCC. SKCCC will protect such information and treat it strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, SKCCC will return to MCCID all records, notes, documentation and other items that were used, created, or controlled by SKCCC during the term of this Agreement.

12. *Authority.* Both MCCID and SKCCC hereby represent that this Agreement has been duly authorized and that the person executing this Agreement on their behalf is authorized to execute this Agreement.

13. *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.

14. *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.

15. *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.

16. *No Assignment.* SKCCC shall not assign any of its rights or obligations under this Agreement without MCCID consent; however, SKCCC shall be able to assign or delegate the performance of any of the Services or duties hereunder to any SKCCC personnel, without the prior written consent of MCCID, subject to paragraph 1.

17. *Merger.* The merger or consolidation of MCCID into or with any other entity shall not terminate this Agreement.

18. *Modification.* No waiver or modification of this Agreement or of any covenant, condition, or limitation herein, shall be valid unless in writing and duly executed by the party to be charged therewith.

19. *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.

20. *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.

21. *Heading.* 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: Debbie Van Noy

Name: Debbie Van Noy

Title: President, Board of Directors

SOUTH KANSAS CITY CHAMBER OF COMMERCE

By: Pete Scheuer

Name: Pete Scheuer

Title: Chair, Board of Directors

RESOLUTION NO. 2022-05

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT") APPROVING LEVY OF SPECIAL ASSESSMENTS FOR 2022 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 2022 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.

Exhibit A

13635 Wyandotte Kansas City, MO 64145	66-200-03-30-02-0-00-000	$180.00	KANSAS CITY, MO 64145
INFINITE ENERGY CONSTRUCTION INC 13625 OAK ST KANSAS CITY, MO 64145	66-200-03-30-01-3-00-000	$180.00	201 W 135TH ST KANSAS CITY, MO 64145
MCAH Properties LLC C/O Attn Aaron Stohs DVM 415 S Metcalf, Suite A Louisburg, KS 66053	66-210-07-28-00-0-00-000	$180.00	13441 CHERRY ST KANSAS CITY, MO 64145
ECRE Kansas City LLC C/0 Attn: Karl Williams 4641 Nall Rd Dallas, TX 75244	66-400-01-14-00-0-00-000	$180.00	13900 WASHINGTON ST KANSAS CITY, MO 64145
ECRE Kansas City LLC C/0 Attn: Karl Williams 4641 Nall Rd Dallas, TX 75244	66-400-01-02-01-6-00-000	$180.00	13990 WYANDOTTE ST KANSAS CITY, MO 64145
133RD & HOLMES ROAD LLC 11508 HADLEY OVERLAND PARK, KS 66210	66-210-08-02-00-0-00-000	$180.00	13340 HOLMES RD, KANSAS CITY, MO 64145 13350 HOLMES RD, KANSAS CITY, MO 64145 13358 HOLMES RD, KANSAS CITY, MO 64145 13354 HOLMES RD, KANSAS CITY, MO 64145 13356 HOLMES RD, KANSAS CITY, MO 64145 13352 HOLMES RD, KANSAS CITY, MO 64145
CPI Real Estate LLC 11225 DAVENPORT ST # 108 OMAHA, NE 68154	66-200-03-35-02-0-00-000	$180.00	13716 OAK ST KANSAS CITY, MO 64145
W Ventures LLC 16831 S County Club Dr Village of Loch Lloyd, MO 64012	66-200-03-15-01-0-00-000	$180.00	13510 OAK ST KANSAS CITY, MO 64145
Cocherl Family LLC 14105 Canterbury St. Leawood, KS 66224	66-210-06-17-00-0-00-000	$180.00	510 E 135TH ST KANSAS CITY, MO 64145
Smithfield Packaged Meats Corp 112 Commerce St Smithfield, VA 23430	66-200-03-34-00-0-00-000	$180.00	13825 WYANDOTTE ST KANSAS CITY, MO 64145
Corner Plaza LLC 13850 Wyandotte Kansas City, MO 64145	66-400-01-02-01-5-00-000	$180.00	13999 WYANDOTTE ST KANSAS CITY, MO 64145

OVERLAND PARK, KS 66283			
BURGENER MATTHEW 2012 TRUST 14655 S CAENEN LN OLATHE, KS 66062	66-340-06-18-00-0-00-000	$180.00	13701 WASHINGTON AVE KANSAS CITY, MO 64145
BURGENER MATTHEW 2012 TRUST 14655 S CAENEN LN OLATHE, KS 66062	66-340-06-19-00-0-00-000	$180.00	13701 WASHINGTON AVE KANSAS CITY, MO 64145
BURGENER MATTHEW 2012 TRUST 14655 S CAENEN LN OLATHE, KS 66062	66-340-06-20-00-0-00-000	$180.00	13701 WASHINGTON AVE KANSAS CITY, MO 64145
360 CAR SPECIALISTS INC 2920 W 113TH ST LEAWOOD, KS 66211	66-340-07-01-00-0-00-000	$180.00	13700 WASHINGTON AVE KANSAS CITY, MO 64145
Crawford, Linda L 13508 Oak Kansas City, MO 64145	66-200-03-66-00-0-00-000	$180.00	13508 OAK ST KANSAS CITY, MO 64145
STUECK VALLEY CENTER ANNEX LLC 6701 W 167TH STREET Stilwell, KS 66085	66-200-03-32-01-4-00-000	$180.00	13707 WYANDOTTE ST KANSAS CITY, MO 64145
Eastbend LLC c/o Jim Detar 13850 Wyandotte St Kansas City, MO 64145	66-200-03-47-00-0-00-000	$180.00	13848 WYANDOTTE ST KANSAS CITY, MO 64145 (13850 WYANDOTTE ST KANSAS CITY, MO 64145, 13852 WYANDOTTE ST KANSAS CITY, MO 64145)
Blue River Resources, LLC 12503 Delmar St. Leawood, KS 66209-2244	66-200-03-16-00-0-00-000	$180.00	13516 OAK ST KANSAS CITY, MO 64145
UL Properties LLC 401 E. 127th Street Kansas City, MO 64145	66-200-03-17-00-0-00-000	$180.00	13518 OAK ST KANSAS CITY, MO 64145
GKJ Investmetns LLC 13340 Holmes Road Kansas City, MO 64145	66-200-04-28-00-0-00-000	$180.00	13643 HOLMES RD KANSAS CITY, MO 64146
Fiorella, Jack (Trustee) c/o Attn: Accounts Payable 7171 W. 95th St., Ste. 500 Overland Park, KS 66212	66-210-08-04-00-0-00-000	$180.00	13406 HOLMES RD KANSAS CITY, MO 64145
J-DOR Real Estate, LLC 9000 W 137TH ST	66-210-09-24-00-0-00-000	$180.00	13401 HOLMES RD KANSAS CITY, MO 64146

LEAWOOD KS 66209		Owed to CID as of 8/24/21)	
Great Plains Drilling Inc. 13638 Oak Kansas City, MO 64145	66-200-03-21-00-0-00-000	$180.00	13638 OAK ST KANSAS CITY, MO 64145
PIVOTAL PROPERTIES LLC PO BOX 480225 KANSAS CITY, MO 64148	66-210-01-26-00-0-00-000	$180.00	13410 CHARLOTTE ST KANSAS CITY, MO 64146
Mary Anne Hanson, Trustee 15438 Iron Horse Circle Leawood, KS 66224	66-200-04-74-00-0-01-007	$180.00	13631 OAK ST UNIT C-7 , KANSAS CITY, MO 64145
Freddys Land LLC 13628 Washington Avenuye Kansas City, MO 64145	66-340-01-03-00-0-00-000	$180 (DLQ: Owed to CID as of 8/24/21)	13628 WASHINGTON AVE KANSAS CITY, MO 64145
Illig Clifford W Revocable Trust 11150 Overbrook, STE 210 Leawood, KS 66211	66-200-04-74-00-0-02-002	$180.00	13641 OAK ST UNIT A-2 , KANSAS CITY, MO 64145
PRICE PROPERTY MANAGEMENT 14201 DEARBORN ST, OVERLAND PARK, KS 66223	66-200-04-74-00-0-02-006	$180.00	13641 OAK ST UNIT A-6 , KANSAS CITY, MO 64145
Harrison,David B 13651 Oak Street, Unite B-8 Kansas City, MO 64145	66-200-04-74-00-0-03-008	$180.00	13651 OAK ST UNIT B-8 , KANSAS CITY, MO 64145
Not So New LLC 7434 Prospect Avenue Kansas City, MO 64132	66-200-04-74-00-0-03-001	$180.00	13651 OAK ST UNIT B-1 , KANSAS CITY, MO 64145
Clifford W. Illig, Trustee 11150 OVERBROOK RD, STE 210 LEAWOOD, KS 66211	66-200-04-74-00-0-02-001	$180.00	13641 OAK ST UNIT A-1 , KANSAS CITY, MO 64145
Infinite Energy Construction, Inc. 13625 Oak St. Kansas City, MO 64145	66-200-03-35-01-0-00-000	$180.00	13700 OAK ST KANSAS CITY, MO 64145
Infinite Energy Construction, Inc. 13625 Oak St. Kansas City, MO 64145	66-200-04-22-00-0-00-000	$180.00	13625 OAK ST KANSAS CITY, MO 64145
Infinite Energy Construction, Inc. 13625 Oak St. Kansas City, MO 64145	66-200-04-19-00-0-00-000	$180.00	13515 OAK ST KANSAS CITY, MO 64145
Gth Properties, LLC 11604 Grandview Road	66-210-01-05-00-0-00-000	$180.00	13301 HOLMES RD KANSAS CITY, MO 64146

13631 Oak Street, Unit C-3 Kansas City, MO 64145	66-200-04-74-00-0-01-003	$180.00	13631 OAK ST UNIT C-3 , KANSAS CITY, MO 64145
Price Property Management Co. 14201 Dearborn St. Overland Park, KS 66223	66-200-04-74-00-0-01-005	$180.00	13631 OAK ST UNIT C-5 , KANSAS CITY, MO 64145
Hanson, Jerome E. Jr., Trustee 15438 Iron Horse Cr. Leawood, KS 66224	66-200-04-74-00-0-01-006	$180.00	13631 OAK ST UNIT C-6 , KANSAS CITY, MO 64145
Harrison,David B 13641 Oak Street, Unit A-3 Kansas City, MO 64145	66-200-04-74-00-0-02-003	$180.00	13641 OAK ST UNIT A-3 , KANSAS CITY, MO 64145
Huntington Creek Holdings LLC C/O Josh Landy PO Box 7230 Overland Park, KS 66207-0230	66-200-04-74-00-0-02-007	$180.00	13641 OAK ST UNIT A-7 , KANSAS CITY, MO 64145
Huntington Creek Holdings, LLC c/o Atlas Peak Holdings LLC 20191 E. Country Club Dr., #T508 Aventura, FL 33180	66-200-04-74-00-0-02-008	$180 (DLQ: Owed to CID as of 8/24/21)	13641 OAK ST UNIT A-8 , KANSAS CITY, MO 64145
Price Management, LLC 14201 Dearborn Overland Park, KS 66223	66-200-04-74-00-0-03-009	$180.00	UNKNOWN
Martin City Car Wash LLC+A245 13008 Shawnee Mission Pkwy Shawnee, KS 66216	**66-210-08-18-00-0-00-000**	$180.00	13416 HOLMES RD KANSAS CITY, MO 64145
LEWIS, ALICE 4510 BLUE RIDGE BLVD KANSAS CITY, MO 64133	66-210-06-16-00-0-00-000	$180.00	504 E 135TH ST KANSAS CITY, MO 64145
La-Cour Madsen, Kristian & Kimberly 12520 Summit Kansas City, MO 64145	66-200-03-30-01-6-00-000	$180.00	NO ADDRESS ASSIGNED BY CITY KANSAS CITY, MO 64145
CITY OF KANSAS CITY MISSOURI C/O ATTN: DON FRANK, MGR ACQUISITION, 414 E 12TH ST 18TH FLOOR, KANSAS CITY, MO 64106	66-220-04-06-00-0-00-000	$ 0.00 – EXEMPT – Land Bank	NO ADDRESS ASSIGNED BY CITY KANSAS CITY, MO
BRUSSEL, ARRON SCOTT 7907 Pennsylvania Ave KANSAS CITY, MO 64114	66-200-04-33-00-0-00-000	$180.00	13701 OAK STREET, KANSAS CITY, MO 64145
PI REAL ESTATE LLC			

GS Dent LLC C/O GREGORY A STIVER, DDS 325 E 135TH STREET Kansas City, MO 64145	66-200-03-03-00-0-00-000	$180.00	325 E 135TH ST , KANSAS CITY, MO 64145
Habitat for Humanity of Kansas City 1423 E Linwood Blvd Kansas City, MO 64109	66-200-03-13-00-0-00-000	$180.00	13531 WYANDOTTE ST , KANSAS CITY, MO 64145
Habitat for Humanity of Kansas City 1423 E Linwood Blvd Kansas City, MO 64109	66-200-03-32-02-0-00-000	$180.00	13521 WYANDOTTE ST, KANSAS CITY, MO 64145
Arnold National Investments LLC 75 W 135th Street Kansas City, MO 64145	66-200-03-38-00-0-00-000	$180.00	75 W 135TH ST , KANSAS CITY, MO 64145
New TKG-KC LLC 215 N. Stadium Blvd., Suite 207 Columbia, MO 65205	66-200-04-71-00-0-00-000	$180.00	13750 HOLMES RD , KANSAS CITY, MO 64145
Miami Property Energy LLC 311 E 135th Street Kansas City, MO 64145	66-200-03-36-00-0-00-000	$180.00	311 E 135TH ST , KANSAS CITY, MO 64145
Miami Property Energy LLC 311 E 135th Street Kansas City, MO 64145	66-200-03-15-02-0-00-000	$180.00	313 E 135TH ST , KANSAS CITY, MO 64145
Midwest Heating Cooling & Plumbing LLC 13228 Holmes Rd Kansas City, MO 64145	66-210-07-21-01-0-00-000	$180.00	13228 HOLMES RD , KANSAS CITY, MO 64145
Miller Logistical Services LLC 10946 GLEN ARBOR RD, KANSAS CITY, MO 64114 UNITED STATES	66-200-04-74-00-0-03-004	$180.00	13651 OAK ST UNIT B-4 , KANSAS CITY, MO 64145
Moore, Jana Lee, et al 511 E. 135th Street Kansas City, MO 64145	66-200-04-05-00-0-00-000	$180.00	511 E 135TH ST , KANSAS CITY, MO 64145
ADAMS-MOORE ACQUISITIONS LLC 2415 NE Lake Breeze Drive LEES SUMMIT, MO 64086	66-210-06-15-00-0-00-000	$180.00	500 E 135TH ST , KANSAS CITY, MO 64145
Nigro Family Partnership, LP 3148 W 138TH TERRACE LEAWOOD, KS 66224	66-200-03-43-01-0-00-000	$180.00	1 E 135th Street, Kansas City, MO 64145
Big Garages LLC P.O. Box 480225	66-200-03-43-02-0-00-000	$180.00	NO ADDRESS ASSIGNED BY CITY . KANSAS CITY. MO 64145

13800 Wyandotte Kansas City, MO 64145	66-200-03-48-00-0-00-000	$180.00	13800 WYANDOTTE ST , KANSAS CITY, MO 64145
Posthouse LLC 15057 Holmes Road Kansas City, MO 64145	66-210-06-20-00-0-00-000	$180.00	13442 CHERRY ST , KANSAS CITY, MO 64145
Fishtech LLC 16520 Eden Bridge Lock Lloyd, MO 64012	66-210-01-06-00-0-00-000	$180.00	13333 HOLMES RD , KANSAS CITY, MO 64146
Southwestern Bell Telephone c/o Property TaX 1010 PINE STREET, ROOM 93-L-01 St. Louis, MO 63101	66-200-03-07-00-0-00-000	$ 0.00 – EXEMPT rail/utilities	101 W 135TH ST , KANSAS CITY, MO 64145
Stueck Wyandotte LLC 6701 W 167th St. Stilwell, KS 66085	66-200-03-22-00-0-00-000	$180.00	13635 WYANDOTTE ST , KANSAS CITY, MO 64145
Stueck YW 139 LLC 6701 W 167th St. Stilwell, KS 66085	66-500-02-07-00-0-00-000	$180.00	201 W 139TH ST , KANSAS CITY, MO 64145
Stueck Valley Center LLC & Stuecky YW 13 6701 W. 167th Street Stilwell, KS 66085	66-200-03-32-01-7-00-000	$180.00	101 E 139TH ST , KANSAS CITY, MO 64145
Collision Works Properties LLC 3229 SE 29th Street Del City, OK 73115	66-200-03-11-00-0-00-000	$180.00	205 W 135TH ST , KANSAS CITY, MO 64145
Stueck 135 Properties LLC 6701 W. 167th St. Stilwell, KS 66085	66-340-02-01-00-0-00-000	$180.00	901 W 135TH STREET, KANSAS CITY, MO 64145
Stueck Wornall 135 LLC 6701 W. 167th St. Stilwell, KS 66085	66-220-05-17-00-0-00-000	$180.00	4 W 135TH ST , KANSAS CITY, MO 64145
Stueck YW 139 LLC 6701 W 167th St Stilwell, KS 66085	66-400-01-01-02-0-00-000	$180.00	NO ADDRESS ASSIGNED BY CITY , KANSAS CITY, MO 64145
Sutherland Lumber Company of Kansas City, L.P. 4000 Main St. Kansas City, MO 64111	66-200-04-70-00-0-00-000	$180.00	13500 HOLMES RD , KANSAS CITY, MO 64145

KCVB LLC 1027 W 67th Ter, Kansas City, MO 64113	66-210-02-02-02-0-00-000	$180.00	13105 HOLMES RD , KANSAS CITY, MO 64146
KCVB LLC 217 E 46th Street Kansas City, MO 64112	66-210-02-02-01-0-00-000	$180.00	13105 HOLMES RD , KANSAS CITY, MO 64146
KCVB LLC 1027 W 67th Ter, Kansas City, MO 64113	66-210-02-01-01-5-00-000	$180.00	13105 HOLMES RD , KANSAS CITY, MO 64146
KCVB LLC 217 E 46th Street Kansas City, MO 64112	66-210-02-01-01-4-00-000	$180.00	13100 HOLMES RD , KANSAS CITY, MO 64146
Wright, James H. et al 517 E. 135th St Kansas City, MO 64145	66-200-04-04-00-0-00-000	$180.00	517 E 135TH ST , KANSAS CITY, MO 64145

RESOLUTION NO. 2022-06

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 135TH 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 on 135th 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 $64,000 (the "Contract"), for the purpose of performing maintenance, and other matters related thereto, for the fiscal year of 2023, 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 14th day of April, 2022

Debbie Van Noy, Chairman

ATTEST:

Carol Siegel, Secretary

ROSEHILL GARDENS
Roots a century deep

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

Tuesday, April 12, 2022
Estimate# M13037

Vicki Wolgost
CID 135th Street
Kansas City, MO 64145

Winter Interests Martin City CID 2022
Contract from May 1st, 2022 –April 30th 2023

Enclosed is your 2022 Landscape Maintenance Proposal. In this proposal, we have tailored the specific services we offer to accommodate the present and future needs of your landscape. Your input is always appreciated and respected, as essentially, this is a joint effort. Please review this proposal and feel free to call with questions or clarifications. Then return promptly as we will need time to plan, schedule, and prepare our services for the upcoming season. We, as always, appreciate your loyalty and look forward to working with you in 2022. **Estimate valid for 14 days.**

Contracted Services	Price/Visit	# of Visits	Total Price
Existing Material storage for 2022	$180.00	1	$180.00
Prep existing Material for install	$3,200.00	1	$3,200.00
Battery change out	$580.00	6	$3,480.00
New lights	$977.50	1	$977.50
New wreaths 20 qty @ $85.00	$1,750.00	1	$1,750.00
install bows	$646.88	1	$646.88

Contracted Services Sunday, May 1, 2022 - Sunday, April 30, 2023

Existing Material storage for 2022
1 Visit

Existing Material storage for 2022 Total: $180.00

Prep existing Material for install
1 Visit

Prep existing Material for install Total: $3,200.00

Battery change out
6 Visits - Additional visits to be charged at $580.00. (Max. 2)

Battery change out Total: $3,480.00

New lights
1 Visit

New lights Total: $977.50

New wreaths 20 qty @ $85.00
1 Visit

New wreaths 20 qty @ $85.00 Total: $1,750.00

install bows
1 Visit

install bows Total: $646.88

Grand Total: $10,234.38

Sales Person: _____ Date: _____
Opheim, Jason N

Client Signature: _____ Date: 5-6-22

This proposal is valid until Monday, July 11, 2022.

Payment Terms: **Due Upon Receipt**

Preferred Billing Method

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

Email: manager@martincity.org

Preferred Contact: Email or Phone: 816-308-1023

Terms & Conditions to 2022 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 $80.00 per man hour, plus materials. Rosehill does have a 3 man hour minimum.

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 fourteen 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. 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.

4. 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.

5. Damage: Rosehill Gardens will not assume responsibility for damage done to any type of underground object, including all utilities unless their location is designated prior to the commencement of work. 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.

6. Payment: Initial Disclosure: Payment terms/options are listed above. Payment is due and payable upon receipt of an invoice. All invoices are due upon receipt. A finance charge will be imposed from the invoice due date on the overdue balance at a periodic rate of 1 1/2% per month (18% annual percentage rate) until paid.

7. Termination: either party, for any reason, upon thirty - (30) days written notice, may terminate this contract. 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.

8. 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 restocking fee based on the price of the plants.

9. Irrigation: All contracted irrigation services repairs will be billed per man hour @ $95.00 plus materials. No repair during winterizing unless needed to winterize.

10. Lighting: All contracted lighting service repairs will be billed per man hour @ $95.00 plus materials.

11. Debris Disposal Fees will be billed when applicable. (Debris disposal fees: small $50.00, medium $60.00, & large $70.00)

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

Tuesday, April 12, 2022
Estimate# M13040

Vicki Wolgost
311 East 135th Street
Kansas City, MO 64145

Martin City CID—Contract dates run from May 1 2022, April 30th, 2023

Contracted Services	Price/Visit	# of Visits	Total Price
Mowing - All Areas	$335.87	32	$10,747.84
Turf App #1 - Fertilizer & Pre-emergent	$210.38	1	$210.38
Turf App #2 - Fertilizer & Broadleaf	$210.38	1	$210.38
Turf App #3 w/ Grub Control	$430.84	1	$430.84
Turf App #4 - Fertilizer	$210.38	1	$210.38
Turf App #5 - Fertilizer & Broadleaf	$210.38	1	$210.38
Turf App #6 - Winter Fertilizer	$210.38	1	$210.38
Turf Fungicide Application #1	$242.38	1	$242.38
Turf Fungicide Application #2	$242.38	1	$242.38
Turf Renovation	$367.50	1	$367.50
Tree & Shrub App #1 - Dormant Oil	$198.14	1	$198.14
Tree & Shrub App #2 - Deep Root Fert	$198.14	1	$198.14
Tree & Shrub App #3 - Insecticide & Fung	$198.14	1	$198.14
Tree & Shrub App #4 - Insecticide & Fung	$198.14	1	$198.14
Tree & Shrub App #5 - Miticide	$198.14	1	$198.14
Tree & Shrub App #6 - Deep Root Fert	$198.14	1	$198.14

Round Up - RR Tracks (one time visit)	$389.30	1	$389.30
Round Up - Sidewalks	$95.75	6	$574.50
Bed Maintenance (12 visits at 6 hrs each)	$480.00	12	$5,760.00
Trimming/Pruning (12 hrs) 2 qty 6 hr visits	$960.00	1	$960.00
Spring Clean Up & Cutbacks (6 hrs)	$480.00	1	$480.00
Fall Clean Up/Cut Back (8 hrs)	$640.00	3	$1,920.00
Fall Leaf Removal (3 hrs)	$240.00	1	$240.00
Hanging Baskets (32)	$19,029.51	1	$19,029.51
Water, Fertilize, Apply Insecticide - 22 weeks at 5 hrs each	$400.00	22	$8,800.00
Mulch Forest Brown	$3,815.70	1	$3,815.70
Bed Pre-Emergent 1	$250.54	1	$250.54
Bed Pre-Emergent 2	$250.54	1	$250.54

Mowing - All Areas
Performed every week.

32 Visits

Mowing - All Areas Total: $10,747.84

Turf App #1 - Fertilizer & Pre-emergent
1 Visit

Turf App #1 - Fertilizer & Pre-emergent Total: $210.38

Turf App #2 - Fertilizer & Broadleaf
1 Visit

Turf App #2 - Fertilizer & Broadleaf Total: $210.38

Turf App #3 w/ Grub Control
1 Visit

Turf App #3 w/ Grub Control Total: $430.84

Turf App #4 - Fertilizer
1 Visit

Turf App #4 - Fertilizer Total: $210.38

Turf App #5 - Fertilizer & Broadleaf
1 Visit

Turf App #5 - Fertilizer & Broadleaf Total: $210.38

Turf App #6 - Winter Fertilizer
1 Visit

Turf App #6 - Winter Fertilizer Total: $210.38

Turf Fungicide Application #1
1 Visit

Turf Fungicide Application #1 Total: $242.38

Turf Fungicide Application #2
1 Visit

Turf Fungicide Application #2 Total: $242.38

Turf Renovation
1 Visit

Materials

Qty	Name
1 lb	Fescue Seed

Turf Renovation Total: $367.50

Tree & Shrub App #1 - Dormant Oil
1 Visit

Tree & Shrub App #1 - Dormant Oil Total: $198.14

Tree & Shrub App #2 - Deep Root Fert
1 Visit

Tree & Shrub App #2 - Deep Root Fert Total: $198.14

Tree & Shrub App #3 - Insecticide & Fung
1 Visit

Tree & Shrub App #3 - Insecticide & Fung Total: $198.14

Tree & Shrub App #4 - Insecticide & Fung
1 Visit

Tree & Shrub App #4 - Insecticide & Fung Total: $198.14

Tree & Shrub App #5 - Miticide
1 Visit

Tree & Shrub App #5 - Miticide Total: $198.14

Tree & Shrub App #6 - Deep Root Fert
1 Visit

Tree & Shrub App #6 - Deep Root Fert Total: $198.14

Round Up - RR Tracks (one time visit)
1 Visit

Materials

Qty	Name

1 Gall	Round Up - Bi-Weekly Visits

Round Up - RR Tracks (one time visit) Total: $389.30

Round Up - Sidewalks
6 Visits

Materials

Qty	Name
1 Gall	Round Up - Bi-Weekly Visits

Round Up - Sidewalks Total: $574.50

Bed Maintenance (12 visits at 6 hrs each)
12 Visits - Additional visits to be charged at $480.00. (Max. 12)

Bed Maintenance (12 visits at 6 hrs each) Total: $5,760.00

Trimming/Pruning (12 hrs) 2 qty 6 hr visits
1 Visit

Trimming/Pruning (12 hrs) 2 qty 6 hr visits Total: $960.00

Spring Clean Up & Cutbacks (6 hrs)
1 Visit

Spring Clean Up & Cutbacks (6 hrs) Total: $480.00

Fall Clean Up/Cut Back (8 hrs)
3 Visits

Fall Clean Up/Cut Back (8 hrs) Total: $1,920.00

Fall Leaf Removal (3 hrs)
1 Visit

Fall Leaf Removal (3 hrs) Total: $240.00

Hanging Baskets (32)
1 Visit

Hanging Baskets (32) Total: $19,029.51

Water, Fertilize, Apply Insecticide - 22 weeks at 5 hrs each
22 Visits

Water, Fertilize, Apply Insecticide - 22 weeks at 5 hrs each Total: $8,800.00

Mulch Forest Brown
1 Visit

Materials

Qty	Name
30 Cu.	Forest Brown Mulch

Mulch Forest Brown Total: $3,815.70

Bed Pre-Emergent 1
1 Visit

Bed Pre-Emergent 1 Total: $250.54

Bed Pre-Emergent 2
1 Visit

Bed Pre-Emergent 2 Total: $250.54

Grand Total: $56,741.77

Sales Person: _____ Date: _____

Opheim, Jason N

Client Signature: _____ Date: 5-6-22

This proposal is valid until Monday, July 11, 2022.

Payment Terms: **Due Upon Receipt**

RESOLUTION NO. 2022-07

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

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

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

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

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

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

1. The Board hereby approves the Contract, in substantially the same format as attached hereto as Exhibit A.

2. The Board hereby authorizes the District Manager of the District to execute the Contract, in substantially the same format as attached hereto as Exhibit A.

3. This resolution shall take effect immediately.

Adopted this 14th day April, 2022

Debbie Van Noy, Chairman

ATTEST:

Carol Siegel, Secretary

Exhibit A

ORION
SECURITY, INC
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, 2022 THROUGH 4/30/23.**

WITNESSETH:

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

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

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

DESCRIPTION OF SERVICES TO BE RENDERED TO CLIENT

Unarmed OSI Officers in Marked Mobile Patrol Vehicles assigned to Client seven days a week with coverage as described in the RFP as follows: Patrol service must begin at 8pm and continue until 6am daily with two Officers patrolling between the hours of 8pm and 4am. Schedule and duration of officer shifts and vehicle assignments will be at the discretion of OSI with notification to the client. REFER TO ATTACHMENT "A" FOR RATE SCHEDULE.
Individual Unarmed OSI Officer in Marked Mobile Patrol Vehicle for dedicated parking lot coverage or special events to be billed at $35/hr with 48 hour notice of event or request

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

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

2. The services furnished by OSI hereunder shall commence on **May 1, 2022** and shall continue until **4/30/23** 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 breech 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:	For OSI:
MCCID **311 E. 135th St.** **Kansas City, MO 64145** manager@martincity.org	**Orion Security, Inc.** **5750 W. 95th 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.

SIGNATURES

CHARLES P. STEPHENSON
ORION SECURITY, INC.

MCCID REPRESENTATIVE

4/13/22
DATE

DATE

ATTACHMENT "A"

RATES FOR ALL GUARD HOURS CHARGED @ $18.34/HR

ONE OSI MARKED UNIT CHARGED @ $710.20/MONTH

ONE OSI MARKED UNIT CHARGED @ $355.10/MONTH

RESOLUTION NO. 2022-08

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 135TH STREET FROM HOLMES ROAD WEST TO HIGHWAY 150 UP TO 7 TIMES A 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," 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 135th Street;

WHEREAS, the Directors desire to approve the contract submitted by American Sweeping, ("American Sweeping") in an amount not to exceed $5,400 (the "Contract"), for the purpose of sweeping 135th Street, and other matters related thereto, for the fiscal year of 2023, 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 12th day of April, 2022

Debbie Van Noy, Chairman

ATTEST:

Carol Siegel, Secretary

Exhibit A

PROPOSAL

American Sweeping Inc.

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 – 135th Street from Holmes Rd. To Inverness St. – Oak Street South

ADDRESS: 311 E 135th Street
CITY / ST.: Kansas City MO 64145
CONTACT: Vickie Wolgast
PHONE: 816-308-1023 **EMAIL: 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: ..... $600.00 per on call visit
Option: Add Oak Street south of 135th Street: +$200.00

SERVICES INCLUDE:	**TWO 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: 4/19/2022

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: 7-29-22 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

RESOLUTION NO. 2022-09

THE MARTIN CITY COMMUNITY IMPROVEMENT DISTRICT

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

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

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

WHEREAS, the Directors desire to approve the contract submitted by ThinkViral in an amount not to exceed $55,200 (the "Contract"), for the purpose of hosting, updating and maintaining the website, providing two business stories each month, writing and sending one email newsletter each month, 24/7 management of the District's social networks, attending and promoting events and other matters related thereto, for the fiscal year of 2023, 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 12th day of April, 2022

Debbie Van Noy, Chairman

ATTEST:

Carol Siegel, Secretary

Exhibit A

THINKVIRAL

Martin City Community Improvement District (MCCID)
2022-2023 Online Marketing & Business Development Service Agreement

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SUMMARY OF SERVICES THINKVIRAL AGREES TO PROVIDE:

- Website hosting, security, maintenance, and content management
- Search engine optimization
- Business stories - 2x month
- On-site photography & custom graphics
- **NEW!** Quarterly email newsletter for MCCID businesses
- Email list growth and management
- **NEW!** Social media creative & management of four social networks
- Google business profile management
- Comment moderation and reputation management

SCOPE OF WORK DETAIL

MartinCity.org Website:

- **NEW!** Hosting, security, and weekly website maintenance
- Website backed up every 24 hours - restored if hacked or altered
- **NEW!** Website core code updated weekly
- **NEW!** Management of SSL certificate and all new security requirements
- Spam comments and website cache cleared weekly
- Content ideation, creation, strategy, governance, and management
- Business Directory updates as needed
- Verification and content updates on MCCID business landing pages
- Event landing page redevelopment for easier navigation
- SEO - Ongoing keyword, alt tag, and meta description additions and changes
- Amazon S3 account management - used to securely store board meeting minutes

MARTINCITY.ORG BLOG

- Storytelling strategy and creative
- Creation of two business stories/showcases each month
    - *Includes visits to MC businesses, on-site photos, staff interviews, workforce spotlights, board member showcases, and community engagement*

QUARTERLY EMAIL NEWSLETTER (begins June 2022) - *Includes:*

- CID Manager's Memo
- District News / Business Showcase
- CID Board Actions
- Security Update
- Real Estate Opportunities
- Workforce Showcase
- Upcoming Events
- MCCID Fun Fact
- Business tip or advice from a MC business owner

SOFTWARE PLATFORMS AND SOCIAL NETWORK LIABILITY

MCCID's Facebook page, Instagram account, LinkedIn company page, and Twitter account are for-profit social networks owned and operated by Facebook Inc., Twitter Inc, and LinkedIn Inc,. Social network owners have the right to make changes to their platforms at any time, for any reason regardless of how it affects Martin City or businesses located in MCCID. ThinkViral is not responsible for defective or discontinued page features, post failures, slow loading times, or any other software issues found on any social media platform.

CONTRACT EXCLUSIONS

This contact does not include website design, website programming, website troubleshooting, or website work outside the scope of routine maintenance. If maintenance requirements call for additional time and/or resources to keep the website operational, ThinkViral will notify MCCID leadership immediately to discuss options before proceeding. Additional services not included in this contract will be billed at $180hr as appropriate and agreed upon.

MARTIN CITY CID AUTHORIZED REPRESENTATIVE **DATE**

SUBMIT FORM AND ATTACHMENTS TO:

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

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