

ANNUAL REPORT FOR  
MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT (the “District”)  
FOR FISCAL YEAR ENDING APRIL 30, 2026

**SECTION I**

Date: August 4, 2026

CID Contact Information: c/o Curtis Petersen, Polsinelli PC (Legal Counsel), 900 West 48<sup>th</sup> Place, Suite 900, Kansas City, Missouri 64112, cpetersen@polsinelli.com, (816) 753-1000

Political Subdivision or Not for Profit: Political Subdivision

Date of and Ordinance No: Ordinance No. 250865, passed on October 16, 2025

**SECTION II**

CURRENT BOARD MEMBER, CONTACT INFORMATION AND TERM DATES:

| Name              | Email                                                                | Term                  |
|-------------------|----------------------------------------------------------------------|-----------------------|
| Tim Harris        | <a href="mailto:tharris@stardevcorp.com">tharris@stardevcorp.com</a> | 11/4/2025 – 11/3/2029 |
| Dixie Keller      | <a href="mailto:dixie@stardevcorp.com">dixie@stardevcorp.com</a>     | 11/4/2025 – 11/3/2029 |
| Sheryl Giambalvo  | <a href="mailto:sheryl@stardevcorp.com">sheryl@stardevcorp.com</a>   | 11/4/2025 – 11/3/2027 |
| Paul. Jenness     | <a href="mailto:paul@stardevcorp.com">paul@stardevcorp.com</a>       | 11/4/2025 – 11/3/2027 |
| Charlie Carpenter | <a href="mailto:Retired2424@yahoo.com">Retired2424@yahoo.com</a>     | 11/4/2025 – 11/3/2027 |

**SECTION III**

PURPOSE OF THE DISTRICT AND SERVICES PERFORMED DURING FISCAL YEAR:

The purpose of the District is to provide funding for construction, and design of improvements associated with the development of approximately 100,000 square feet of industrial warehouse space and approximately 11,000 square feet of retail space anticipated for use as a market store, and approximately 5,000 square feet of mixed retail, which includes the construction of public parking facilities, and the provision of certain services, as well as any other improvements within the District. No services were provided during FYE 4/30/2026.

#### **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: N/A

Date Annual Budget was Adopted: 3/26/2026

Date FYE 4/30/2025 Annual Report was Submitted: N/A

#### **SECTION V**

##### **LIST OF RESOLUTIONS APPROVED DURING FISCAL YEAR:**

| <b>Resolution #</b> | <b>Resolution</b>                                                                                                       |
|---------------------|-------------------------------------------------------------------------------------------------------------------------|
| 2025-1              | Acceptance of Oaths of Office                                                                                           |
| 2025-2              | Ratify Organization of the District and Past Actions; Authorizing Reimbursement of Formation Costs                      |
| 2025-3              | Adopting Bylaws of the District                                                                                         |
| 2025-4              | Appointing Officers of the District                                                                                     |
| 2025-5              | Adopting Fiscal year of the District                                                                                    |
| 2025-6              | Adopting Proposed Annual Budget for FYE 4/30/2026                                                                       |
| 2025-7              | Expressing the District's Intent to Comply with the Missouri Sunshine Act                                               |
| 2025-8              | Authorizing Execution of Construction and Financing Agreement                                                           |
| 2025-9              | Authorizing Execution of Cooperative Agreement                                                                          |
| 2025-10             | Engaging General Counsel and Authorizing the Execution of the Engagement Letter Between the District and Polsinelli PC  |
| 2025-11             | Authorizing the Procurement of Insurance for the District                                                               |
| 2025-12             | Approving a One-Percent Sales and Use Tax to be Presented to Qualified Voters in the District for Their Approval        |
|                     |                                                                                                                         |
| 2026-1              | Approve Minutes of 11/4//2025 Board Meeting                                                                             |
| 2026-2              | Appoint Officers of the District                                                                                        |
| 2026-3              | Adopt Budget for FYE 4/30/2027 and appropriate funds                                                                    |
| 2026-4              | Authorize Preparation and Submittal of FYE 4/30/2026 Annual Report to City Clerk and Department of Economic Development |
| 2026-5              | Authorize Preparation and Submittal of FYE 4/30/2026 Financial Report to State Auditor                                  |

Board Resolutions Attached: Yes

CID Bylaw Attached: Yes

## **SECTION VI**

*For this section, attach a copy of the budget with actual revenues and expenses for the fiscal year this report is regarding. See Attached.*

### **RELEVANT AGENCY CONTACT INFORMATION**

|                                                                                                                                                                                                                                                   |                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Missouri Dept of Economic Development</b><br>Attn: CID Annual Report<br>301 W. High Street, P. O. Box 118<br>Jefferson City, MO 65102<br>Phone: 1-573-526-8004<br><a href="mailto:redvelopment@ded.mo.gov">Email: redevelopment@ded.mo.gov</a> | <b>City Clerk</b><br>25th Floor, City Hall<br>414 E. 12 <sup>th</sup> Street<br>Kansas City, MO 64106<br>Phone: (816) 513-6401<br><a href="mailto:Clerk@kcmo.org">Clerk@kcmo.org</a> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**FYE 4/30/2026 BUDGET**

|                                                                                               |           | <b><u>FYE 4/30/2026</u></b><br>(actual) |
|-----------------------------------------------------------------------------------------------|-----------|-----------------------------------------|
| <b>FUNDS AVAILABLE:</b>                                                                       |           |                                         |
| - Cash on Hand (Beginning of Fiscal Year)                                                     | \$        | -                                       |
| <b>ESTIMATED REVENUE:</b>                                                                     |           |                                         |
| - 1% CID Sales and UseTax (effective July 1, 2026)                                            | \$        | -                                       |
| <b>TOTAL ESTIMATED FUNDS AVAILABLE &amp; REVENUE:</b>                                         | <u>\$</u> | <u>-</u>                                |
| <b>ESTIMATED EXPENDITURES:</b>                                                                |           |                                         |
| - Formation Costs                                                                             | \$        | -                                       |
| - Operating Costs (Legal Fees)                                                                | \$        | -                                       |
| - Operating Costs (Insurance Fees)                                                            | \$        | -                                       |
| - City CID Annual Submission Review Review                                                    | \$        | -                                       |
| - Repayment of Developer's Advanced Project Costs^                                            | \$        | -                                       |
| **See attached copy of Pay Application for<br>Detailed Breakdown of Project Cost Expenditures |           |                                         |
| <b>- TOTAL ESTIMATED EXPENDITURES:</b>                                                        | <u>\$</u> | <u>-</u>                                |
| <b>FUNDS AVAILABLE:</b>                                                                       |           |                                         |
| - Cash on Hand End of Fiscal Year                                                             | \$        | -                                       |

\* Estimated values.

^ The terms of the repayment of Developer Advances, including interest thereon, is addressed and governed by that Construction and Financing Agreement by and between the CID and the Developer.

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-1**

**ACKNOWLEDGING BOARD MEMBER'S ACCEPTANCE OF OATHS OF OFFICE**

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**WHEREAS**, the Petition for Establishment of the Maple Park Community Improvement District (the "District") appointed the initial directors of the Board of Directors of the District. Tim Harris, Dixie Keller, Sheryl Giambalvo, Paul Jenness, and Charlie Carpenter were appointed as the initial members of the Board of Directors; and

**WHEREAS**, each of the current members of the Board of Directors will execute a written Oath of Office in which they indicate their acceptance of the office of Director of the District.

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

1. The Board of Directors officially acknowledges each Board of Directors member's oath of office as a Director of the District.
2. The executed Oaths of Office shall be maintained with the records of the District.
3. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-2**

**RESOLUTION RATIFYING THE ORGANIZATION OF THE DISTRICT AND PAST  
ACTIONS; AUTHORIZING REIMBURSEMENT FOR COSTS OF FORMATION OF  
THE DISTRICT**

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**WHEREAS**, the Board of Directors (the "Board") of the Maple Park Community Improvement District (the "District") desires to ratify the organization of the District;

**WHEREAS**, the Board desires to ratify, acknowledge and accept all lawful actions taken by or on behalf of the District prior to its organization; and

**WHEREAS**, the Board desires to authorize the reimbursement of costs incurred with respect to formation of the District and CID improvement costs, as more specifically set forth in that certain Construction and Financing Agreement to be entered into between the District and Smithville Holdings, LLC (the "Developer").

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

- 1. The District has been duly organized.**
- 2. All lawful actions taken by or on behalf of the District for the purposes of its formation are hereby ratified, acknowledged and accepted.**
- 3. The Treasurer is authorized to provide for the reimbursement of reasonable and actual expenses advanced to the District for formation of the District pursuant to the Construction and Financing Agreement, as such funds become available from District sales tax revenues.**

4. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-3**

**ADOPTING BYLAWS OF THE DISTRICT**

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**WHEREAS**, the Board of Directors of Maple Park Community Improvement District (the "District") desires to adopt Bylaws and has determined that such Bylaws will provide an efficient and effective structure for the governance of the affairs of the District.

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

1. The Bylaws, in the form attached as Exhibit A (the "Bylaws"), are approved and adopted.
2. The Chairman and Secretary are authorized and directed to execute the Bylaws.
3. The Secretary is instructed to cause the Bylaws to be annexed to the minutes of this meeting of the Board of Directors of the District and be made a part of the official records of the District.
4. The Chairman and Secretary are authorized and directed to take all further action necessary to carry out the purpose and intent of this Resolution.
5. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman



**EXHIBIT A**

**BYLAWS**

1068189661

**BYLAWS  
OF THE  
MAPLE PARK  
COMMUNITY IMPROVEMENT DISTRICT**

**ARTICLE I  
OFFICES, RECORDS, SEAL**

**1. Principal Office.** The principal office of the District shall be located at such place as may from time to time be designated by the Board.

**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 of Directors (the “Board”) and each committee of the Board. The District shall keep a record of the name and place of residence of each director and each officer.

**3. Seal.** The Board may adopt, and may alter at its pleasure, a corporate seal, which shall have inscribed thereon the name of the District and the words: Corporate Seal – Missouri. The corporate seal may (but shall not be required to) be used by causing it, or a facsimile thereof, to be impressed or affixed or to be in any other manner reproduced.

**ARTICLE II  
PURPOSES**

The purposes of the District shall be to provide those services and improvements set forth in the petition for creation of the District (the “Petition”) and the Five-Year Plan attached thereto, and for all other lawful purposes that may be authorized by the Board and permitted under Sections 67.1401 through 67.1571, RSMo (the “Act”).

**ARTICLE III  
BOARD**

**1. Powers of Board.** The Board shall have and is vested with all powers and authorities granted by the Act, except as it may be expressly limited by law or these Bylaws, to supervise, control, direct and manage the property, affairs and activities of the District, to determine the policies of the District, to do or cause to be done any and all lawful things for and on behalf of the District, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes.

**2. Official Actions.** In accordance with Section 67.1451.8, RSMo, all official acts of the Board shall be by written resolution approved by the Board.

**3. Number of Directors; Qualifications.** The number of directors of the District to constitute the Board shall be five (5). The initial directors constituting the Board (the “Initial Directors”) were set forth in the Petition, and successors to the Initial Directors (the “Successor Directors”) shall be appointed by the Mayor with the consent of the Board of Alderman. The number of directors may not be increased or decreased. Each director shall: i) be at least eighteen (18) years of age, ii) an owner of real property (“Owner”), or such Owner’s legally authorized representative, an owner of a business operating within the District (“Operator”), or such Operator’s legally authorized representative, or a registered voter residing within the boundaries of the District (“Resident”), as provided by the Petition and the Act, and iii) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution.

If there are no registered voters residing in the District on the date the petition is filed with the City Clerk, at least one Director must be a resident of Kansas City, Missouri that is registered to vote, has no financial interest in any real property or business within the District, and is not related (second degree blood or marriage) to any owner of real estate or any business in the CID (a “Disinterested Director”).

**4. Commencement of Term of Office of Directors.** A director shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a director until the time such director accepts the office of director either by a written acceptance or by participating in the affairs of the District at a meeting of the Board or otherwise.

**5. Length of Term of Office of Directors.** In accordance with Section 67.1451, RSMo, the length of the term of the Initial Directors is stated in the petition for formation of the District, and Successor Directors shall serve for a four (4) year term or until his/her successor is appointed in accordance with these Bylaws, the Petition, and the Act. If for any reason a director is not able to serve his/her term, the remaining directors shall elect an interim director (“Interim Director”) to fill the vacancy for the unexpired term.

**6. Removal for Cause.** In accordance with Section 67.1451.7, RSMo, any director may be removed for cause by a two-thirds affirmative vote of the Board (four directors). Written notice of the proposed removal shall be given to all directors prior to action thereon. Any director’s failure to meet the qualification requirements set forth above, either in a director’s individual capacity or in a director’s representative capacity, shall constitute cause for the Board to take appropriate action to remove said director.

**7. Resignation.** Any director may resign from the Board. Such resignation shall be in writing addressed to the Secretary of the District and shall be effective immediately or upon its acceptance by the Board as such resignation may provide.

**8. Vacancy.** In accordance with Section 67.1451.4, RSMo, in the event of a vacancy on the Board prior to the expiration of a director’s term, the remaining directors shall elect an Interim Director to fill the vacancy for the unexpired term. At the expiration of the remaining term of the Interim Director, a Successor Director shall be appointed as set forth in Section 3 above.

**9. Compensation of Directors.** No director shall receive compensation from the District for any service such director may render to it as a director. A director may be reimbursed for his or her actual expenses reasonably incurred in and about such director's performance of his or her duties as a director.

**10. Committees.** The Board shall have no authority to appoint an executive committee or any other committee having the authority of the Board. The Board may create and appoint such committees as it deems necessary and advisable to conduct studies and reviews and provide advice and recommendations to the Board.

## **ARTICLE IV**

### **MEETINGS AND PROCEDURES**

**1. Procedural Rules.** All meetings and proceedings of the District shall be in accordance with Robert's Rules of Order except as otherwise directed by these Bylaws.

**2. Place.** Meetings of the Board of the District shall be held at the principal office of the District, as designated by the Board, or at any other place as may be determined from time to time by the Board.

**3. Notice of Meetings.** Meetings may be called by the Chairman, the Secretary or by a majority of the Board by written notice calling the same and given in the manner hereinafter provided. Written notice stating the time, date, place and tentative agenda of a meeting shall be delivered to each director not less than twenty four (24) hours before the time of the meeting, either personally, by mail or by facsimile. If mailed, such notice shall be deemed to be delivered three days after depositing such notice in the United States mail addressed to the director at such director's address as it appears on the records of the District, with postage thereon prepaid.

**4. Waiver of Notice.** Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**5. Quorum.** The presence of a majority of the Board shall be requisite for and shall constitute a quorum for the transaction of business at all meetings. Vacant positions are not counted in determining a majority of the Board. The acts of directors, in accordance with Robert's Rules of Order, who are present at a meeting at which a quorum is present shall be valid as the act of the Board except in those specific instances in which a larger vote may be required according to Robert's Rules of Order, by law or these Bylaws.

**6. Adjournment.** Whether or not a quorum shall be present at any such meeting, the directors 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 that could have been transacted at the original session of the meeting.

**7. Voting.** Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision. If a roll call is taken, all votes shall be recorded so as to attribute each “aye” and “nay” vote, or abstinence if not voting, to the name of the respective director.

**8. Official Actions.** In accordance with Section 67.1451.8, RSMo, all official acts of the Board shall be by written resolution approved by the Board.

**9. Meeting by Conference Telephone.** Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. Notice for such meetings shall designate a place where members of the public may hear the conference call for purposes of complying with Chapter 610 of the Revised Statutes of Missouri, as amended (the “**Sunshine Law**”).

**10. Compliance with State Sunshine Law.** The District is a “public governmental body” pursuant to the Sunshine Law; therefore, notwithstanding any other provision of these Bylaws and in addition to any requirements of these Bylaws, the District shall give notice of and conduct all meetings of the Board in accordance with the Sunshine Law.

## **ARTICLE V** **OFFICERS**

**1. General.** The officers of the District shall be a Chairman, an Executive Director, a Secretary, a Treasurer and such other officers as the Board may appoint. The officers shall be appointed from among the members of the Board and shall at all times while holding such offices be members of the Board. Any two or more offices may be held by the same person.

**2. Election and Terms of Office.** Initially, the officers shall be appointed by the Board named in these Bylaws at the first meeting of that body, to serve until the first annual meeting of the Board and until their successors are duly elected and qualified.

At the first and each subsequent annual meeting of the Board, the Board shall appoint officers to serve until the next annual meeting of the Board and until their successors are duly appointed and qualified.

An officer shall be deemed qualified when such officer enters upon the duties of the office to which such officer has been appointed and furnishes any bond required by the Board or these Bylaws; but the Board may also require of such person a written acceptance and promise faithfully to discharge the duties of such office.

The term of office of each officer of the District shall terminate at the annual meeting of the Board next succeeding his or her appointment and at which any officer of the District is appointed unless the Board provides otherwise at the time of his or her appointment.

**3. Removal.** If for any reason any officer who is also a member of the Board ceases to be a member, then such officer shall be deemed automatically removed from office in the District.

**4. Compensation of Officers.** No officer who is also a member of the Board shall receive any salary or compensation from the District for any services such officer may render to it as an officer. Salaries and compensation of all other officers, agents and employees of the District, if any, may be fixed, increased or decreased by the Board, but until action is taken with respect thereto by the Board, the same may be fixed, increased or decreased by the Chairman, or such other officer or officers as may be empowered by the Board to do so; provided, however, that no person may fix, increase or decrease his or her own salary or compensation. Each officer may be reimbursed for such officer's actual expenses if they are reasonable and incurred in connection with the purposes and activities of the District.

**5. Vacancies.** Vacancies caused by the death, resignation, incapacity, removal or disqualification of an officer of the District shall be filled by the Board at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board, and until such officer's successor is duly elected and qualified.

**6. The Chairman.** The Chairman shall be the chief executive officer of the District, shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a District, and shall carry into effect all directions and resolutions of the Board. The Chairman shall preside at all meetings of the Board at which he or she may be present.

The Chairman may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of the District and may cause the seal to be affixed thereto, and all other instruments for and in the name of the District.

The Chairman shall have the right to attend any meeting of any committee of the Board and to express his or her opinion and make reports at such meeting; provided, however, that unless the Chairman shall be specifically appointed to any committee, the Chairman shall not be considered to be a committee member or have the right to vote or be counted for the purpose of determining a quorum at any such meeting.

The Chairman shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws or by the Board.

**7. The Secretary.** The Secretary shall attend the meetings of the Board and shall record or cause to be recorded all votes taken and the minutes of all proceedings in the minute book of the District to be kept for that purpose. The Secretary shall perform like duties for any

committee established pursuant to these Bylaws when requested by such committee to do so. The Secretary shall be the custodian of all the books, papers and records of the District and shall, at such reasonable times as may be requested, permit an inspection of such books, papers and records by any director of the District. The Secretary shall upon reasonable demand furnish a full, true and correct copy of any book, paper or record in his or her possession. The Secretary shall be the administrative and clerical officer of the District under the supervision of the Chairman and the Board.

The Secretary shall keep in safe custody the seal of the District and when authorized to do so shall affix the same to any instrument requiring the seal, and when so affixed, the Secretary shall attest the same by his or her signature.

The Secretary shall have the principal responsibility to give or cause to be given notice of the meetings of the Board, but this shall not lessen the authority of others to give such notice as provided in these Bylaws.

The Secretary shall have the general duties, powers and responsibilities of a secretary of a district and shall have such other or further duties or authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

**8. Treasurer.** The Treasurer shall have supervision and custody of all moneys, funds and credits of the District and shall cause to be kept full and accurate accounts of the receipts and disbursements of the District in books belonging to it. The Treasurer shall keep or cause to be kept all other books of account and accounting records of the District as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of the District in such accounts and depositories as may be designated by the Board. The Treasurer shall disburse or supervise the disbursement of funds of the District in accordance with the authority granted by the Board, taking proper vouchers therefor. The Treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the Board to the custody of any other person or district, or the supervision of which is delegated by the Board to any other officer, agent or employee.

The Treasurer shall render to the Chairman or the Board, whenever requested by them, an account of all transactions as Treasurer and of those under the Treasurer's jurisdiction and the financial condition of the District.

The Treasurer shall have the general duties, powers and responsibilities of a treasurer of a district, shall be the chief financial and accounting officer of the District and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board.

**9. The Executive Director.** The Executive Director shall execute documents, take any action and perform any further duties as may be prescribed from time to time by the Board.

**10. Other Agents.** The Board from time to time may also appoint such other agents for the District as it shall deem necessary or advisable, each of whom shall serve at the pleasure of

the Board or for such period as the Board may specify, and shall exercise such powers, have such titles and perform such duties as shall be determined from time to time by the Board or by an officer empowered by the Board to make such determinations.

**11. Duties of Officers May Be Delegated.** If any officer of the District be absent or unable to act, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the District or other responsible person, provided a majority of the whole Board concurs therein.

## **ARTICLE VI**

### **GENERAL PROVISIONS**

**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. All contracts shall be approved by written resolution of the Board.

**2. Depositories and Checks.** The moneys of the District shall be deposited in such manner as the Board shall direct in such banks or trust companies as the Board may designate and shall be drawn out by checks or drafts signed in such manner as may be provided by resolution adopted by the Board.

**3. Bonds.** The Board may require that any officer or employee handling money of the District be bonded at the District's expense, in such amounts as may be determined by the Board.

**4. Custodian of Securities.** The Board may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by the District, and to exercise in respect thereof such powers as may be conferred by resolution of the Board. The Board may remove any such custodian at any time.

**5. Fiscal Year.** The District's fiscal year shall begin on May 1 of each year and end on April 30 of the following year.

**6. Certain Loans Prohibited.** The District shall not make any loan to any officer or director of the District. No loans shall be contracted on behalf of the District and no evidence of any financial obligation shall be issued in its name unless authorized by resolutions of the Board of the District.

**7. Indemnification and Liability of Directors and Officers.** Each person who is or was a director or officer of the District (including the heirs, executors, administrators and estate of such person) shall be indemnified by the District as of right to the full extent permitted or authorized by the laws of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against or incurred by such person in such person's capacity as or arising out of such person's status as a director or officer of the District. The indemnification provided by this Bylaw



provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaw provision or under any agreement, vote of disinterested directors or otherwise, and shall not limit in any way any right which the District may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

No person shall be liable to the District for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by such person as a director or officer of the District if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or upon statements made or information furnished by directors, officers, employees or agents of the District which such person had no reasonable grounds to disbelieve.

**8. Absence of Personal Liability.** The directors and officers of the District are not individually or personally liable for the debts, liabilities or obligations of the District.

**9. Budgets.** The District will annually prepare a budget for the upcoming fiscal year and submit it to the City between October 31 and January 31. The budget shall set forth the expected expenditures, revenues, and rates of taxes for the following fiscal year. The City Council, in its discretion, may review and comment on the submitted budget, and if comments are given, the comments must be submitted to the District no later than March 2. At the District's annual meeting, which is to be held no later than April 1, the District must adopt a budget for the next fiscal year.

**10. Annual Report.** No later than August 28, the District must also submit a report to the City Clerk and the Missouri Department of Economic Development stating the services provided by the District, revenues collected and expenditures made by the District during the previous fiscal year, along with copies of all resolutions approved by the Board during such fiscal year.

## **ARTICLE VII** **AMENDMENTS**

The Board of the District shall have the power to make, alter, amend and repeal the Bylaws of the District and to adopt new Bylaws, which power may be exercised by a vote of a majority of the members of the full Board. The District shall keep at its principal office a copy of the Bylaws, as amended, which shall be open to inspection by any member of the Board at all reasonable times during office hours.

## **CERTIFICATE TO BYLAWS**

The foregoing Bylaws were duly adopted as and for the Bylaws of the Maple Park Community Improvement District by the Board of said District at its meeting held on October, 2025.

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Tim Harris, Executive Director of the  
District

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Dixie Keller, Secretary of the District

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-4**

**APPOINTING OFFICERS OF THE DISTRICT**

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**WHEREAS, the Bylaws of the Maple Park Community Improvement District (the "District") require the District's Board of Directors to appoint a chairman, executive director, secretary, treasurer and such other officers or employees as it deems necessary;**

**WHEREAS, the Board of Directors of the District desires to appoint a chairman, secretary, treasurer and Chairman as the officers of the District in accordance with the Bylaws; and**

**WHEREAS, the chairman, secretary, treasurer and Chairman shall have the powers and duties described in the Bylaws.**

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

- 1. Tim Harris is appointed Chairman, Executive Director, and Secretary of the District.**
- 2. Dixie Keller is appointed Treasurer of the District.**
- 3. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.**
- 4. This Resolution shall take effect immediately.**

**PASSED by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.**

  
\_\_\_\_\_  
**Tim Harris, Chairman**

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-5**

**ADOPTING FISCAL YEAR OF THE DISTRICT**

---

**WHEREAS**, Maple Park Community Improvement District (the "District") is required to have a fiscal year for purposes of maintaining financial records that is the same as the fiscal year of the municipality.

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

1. The fiscal year of the District shall end on the 30<sup>th</sup> day of April each year.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-6**

**APPROVING PROPOSED ANNUAL BUDGET FOR FYE 4/30/2026**

---

**WHEREAS**, the Maple Park Community Improvement District (the "District") is required to adopt an annual budget for the operation of the District;

**WHEREAS**, the District has submitted to the City a proposed annual budget for FYE 4/30/2026, which is attached as Exhibit A; and

**WHEREAS**, the District desires to adopt the proposed annual budget for the operation of the District with respect to the District's FYE 4/30/2026.

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

1. The District hereby adopts an annual Budget with respect to the District's FYE 4/30/2026, which is attached hereto as Exhibit A, and hereby authorizes appropriation of funds in accordance therewith.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**EXHIBIT A**

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT  
FYE 4/30/2026 PROPOSED BUDGET**

**See attached**

**Proposed Budget for  
Maple Park Community Improvement District  
Fiscal Year Ending April 30, 2026**

Date of Budget Submittal:

District Point of Contact Information:      Polsinelli PC c/o Amy Grant  
(816) 753-1000  
[agrant@polsinelli.com](mailto:agrant@polsinelli.com)

**BUDGET MESSAGES:**

The District is proposed to provide funding for the Improvements, Services, Formation Costs, and Operating/Administrative Costs (as those terms are defined below). The District will enter into an agreement with STAR Acquisitions, Inc. ("Developer") whereby Developer will agree to advance such costs, as necessary, and the District will use District Sales Tax (defined below) revenues collected over time to repay Developer with interest. Any obligation of the District will not be a financial obligation of the City of Kansas City, Missouri

The Maple Park Community Improvement District was established by the City Council of Kansas City, Missouri on October 16, 2025. The District's Board of Directors and the owner of the real property that constitutes the District anticipate approval if a 1.0% CID sales and use tax no later than March 20, 2026. The CID Sales Tax Election will become effective on July 1, 2026. The life of the District is twenty (20) years from the date the Petition is approved and in Ordinance is passed establishing the District.

Services are expected to include but not be limited to cleaning, maintenance, and other services within the District and other services the District may provide or cause to be provided under Section 67.1461, RSMO. No such Services are expected during the first five years of the District.

## MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT

### FYE 4/30/2026 BUDGET

|                                                                                               |    | <u>FYE 4/30/2026</u><br>(actual) |
|-----------------------------------------------------------------------------------------------|----|----------------------------------|
| <b>FUNDS AVAILABLE:</b>                                                                       |    |                                  |
| - Cash on Hand (Beginning of Fiscal Year)                                                     | \$ | -                                |
| <b>ESTIMATED REVENUE:</b>                                                                     |    |                                  |
| - 1% CID Sales and UseTax (effective July 1, 2026)                                            | \$ | -                                |
| <b>TOTAL ESTIMATED FUNDS AVAILABLE &amp; REVENUE:</b>                                         | \$ | -                                |
| <b>ESTIMATED EXPENDITURES:</b>                                                                |    |                                  |
| - Formation Costs                                                                             | \$ | -                                |
| - Operating Costs (Legal Fees)                                                                | \$ | -                                |
| - Operating Costs (Insurance Fees)                                                            | \$ | -                                |
| - City CID Annual Submission Review Review                                                    | \$ | -                                |
| - Repayment of Developer's Advanced Project Costs^                                            | \$ | -                                |
| **See attached copy of Pay Application for<br>Detailed Breakdown of Project Cost Expenditures |    |                                  |
| <b>- TOTAL ESTIMATED EXPENDITURES:</b>                                                        | \$ | -                                |
| <b>FUNDS AVAILABLE:</b>                                                                       |    |                                  |
| - Cash on Hand End of Fiscal Year                                                             | \$ | -                                |

\* Estimated values.

^ The terms of the repayment of Developer Advances, including interest thereon, is addressed and governed by that Construction and Financing Agreement by and between the CID and the Developer.



**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-7**

**EXPRESSING THE DISTRICT'S INTENT TO COMPLY WITH  
THE MISSOURI SUNSHINE ACT**

---

**WHEREAS**, the Maple Park Community Improvement District (the "District") is a political subdivision and 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; and

**WHEREAS**, the District desires to ensure that it conforms with the requirements set out in Section 610.101 to Section 610.200, RSMo, otherwise commonly known as the Missouri Sunshine Act (the "Sunshine Act").

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

1. The District, duly created as a political subdivision under the Act, does resolve that it shall comply with all policies and procedures attached hereto as Exhibit A, and comply with any and all additional procedures required under the Sunshine Act.
2. The Secretary of the District is designated as the Custodian of Records of the District for purposes of the Sunshine Act.
3. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**EXHIBIT A**  
**SUNSHINE ACT POLICY**

106816966.1

# MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT

## SUNSHINE ACT COMPLIANCE POLICY

### I. **Purpose of the Sunshine Act, Sections 610.010 to 610.032, RSMo.**

To further the public policy of Missouri that meetings, records, votes, actions and deliberations of public governmental bodies be open to the public unless otherwise provided by law. The Sunshine Act is to be liberally construed and its exceptions strictly construed to promote this public policy.

Except as otherwise provided by law, all public meetings of public governmental bodies shall be open to the public, all public records of public governmental bodies shall be open to the public for inspection and copying and all public votes of governmental bodies shall be recorded.

### II. **Applicability**

The Sunshine Act applies to all public governmental bodies. A public governmental body is any legislative, administrative or governmental entity created by the constitution or statutes of Missouri, by order or ordinance of any political subdivision or district, judicial entities when operating in an administrative capacity, or by executive order.

### III. **Relevant Terms**

**A. Record.** Pursuant to Section 109.210(5) of the State and Local Records Law, a “record” is any “document, book, paper, photograph, map, sound recording, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with a transaction of official business.”

**B. Closed Meeting, Closed Record, Closed Vote.** Any meeting, record or vote closed to the public.

**C. District.** Maple Park Community Improvement District.

**D. Sunshine Law.** Section 610.010 to 610.032, RSMo, governing meetings of public governmental bodies.

**E. Public Business.** All matters which relate in any way to the performance of the District’s functions or the conduct of its business.

**F. Public Meeting.** Any District meeting at which any public business is discussed, decided, or public policy formulated, whether such meeting is conducted in person or by means of communication equipment, including, but not limited to, conference call, video conference, internet chat, or internet message board; however, “public meeting” shall not include informal gatherings of members of the District for social or ministerial purposes, but shall include a public vote of all or a majority of the members of the District by electronic communication or other means, conducted in lieu of holding a public meeting with the members of the District gathered at one location in order to conduct public business.

**G. Public Record.** Any record, whether written or electronically stored, retained by or of the District, including any report, survey, memorandum or other document or study prepared and presented to the District by a consultant or other professional service provider paid for in whole or in part by public funds, including records created or maintained by private contractors under an agreement with the District or on behalf of the District; provided, however, that “public record” shall not include any internal memorandum or letter received or prepared by or on behalf of a member of the District consisting of advice, opinions, and recommendations in connection with the deliberative decision making process of the District, unless such records are retained by the District or presented at a public meeting. Any document or study prepared for the District by a consultant or other professional service as described in this paragraph shall be retained by the District in the same manner as any other public record.

**H. Public Vote.** Any vote, whether conducted in person, by telephone, or by any other electronic means, cast at any public meeting of the District.

**I. Written Policy.** A reasonable written policy regarding the release of information under the Sunshine Act that, if complied with, renders an employee of that public governmental body not guilty of violating the Sunshine Act nor subject to civil liability for any act arising out of its adherence to the written policy.

#### **IV. Public Meetings**

##### **A. Notice of Public Meetings**

Notice shall be given of the time, date, place of meeting and anticipated agenda for all Public Meetings at least twenty-four (24) hours in advance of any Public Meeting through the posting of such notice on a bulletin board located in a public area in the principal office of the District holding the meeting, and if the meeting will be conducted by telephone or other electronic means, the notice shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If the District plans to meet by internet chat, internet message board, or other computer link, it shall post a notice of the meeting on its website in addition to its principal office and shall notify the public how to access such meeting.

If it is anticipated that all or a portion of a Public Meeting of the District is to be closed, the notice for the meeting shall set forth the reason for its closure by reference to the specific exception allowed pursuant to the provisions of Section 610.021, RSMo (See Section 7 below).

Copies of the meeting notice shall be made available at the same time notice is given to the members of the District to all members of the media who have submitted such a request to the District.

The twenty-four (24) hour notice period shall not include weekends and holidays when the District’s offices are closed.

##### **B. Emergency Meeting**

A Public Meeting may be held with less than twenty-four (24) hours notice if there is good cause to render such notice impossible or impractical. If such good cause exists, as much

notice as is reasonably possible shall be given. Following the opening of the Public Meeting, the nature of the cause justifying the department from the normal requirements shall be stated in the minutes.

**C. Location of Public Meetings**

Public Meetings should be held at the principal office of the District or otherwise stated meeting place, unless otherwise specified in the notice. Each meeting shall be held at a place reasonably accessible to the public and of sufficient size to accommodate attendance by members of the public. Where it is necessary to hold a Public Meeting in a location that is not reasonably accessible to the public, the reason for the selection of the meeting location shall be stated in the minutes at the opening of the meeting. At any Public Meeting conducted by telephone or other electronic means, the meeting notice shall identify the mode by which the meeting will be conducted and the designated a location at which the public may meet and attend the meeting. If the District plans to meet by internet chat, internet message board, or other computer link, it shall post a notice of the meeting on its website in addition to its principal office and shall notify the public how to access such meeting.

**D. Minutes of Public Meetings**

The minutes of all Public Meetings should be taken and maintained by a custodian designated by the members of the District. The minutes shall include, at a minimum, the date, time, place, District members present, District members absent, and a record of any votes taken. If a roll call vote is taken, the minutes shall indicate the vote of each District member as yea, nay, or abstain, if not voting.

**E. Recording of Proceedings at Public Meetings**

Public Meetings may be recorded by audiotape, videotape or other electronic means by members of the public at that individual's or group's expense. In those instances where a recording of a Public Meeting is made by the District, the District should make copies of such recordings available to the public upon written request to the Custodian at a price established by the District and in the format requested by the public, if such format is available. The price established may include (1) the cost of the staff time required for making copies and programming, which shall not exceed the average hourly rate of pay for staff of the District, and (2) the cost of the tapes, disks, videotapes or films used for its duplication.

**V. Closed Meetings**

**A.** A Closed Meeting, portion of a meeting, or vote may be held in connection with the discussion or disclosure of certain matters described under the Sunshine Law including, but not limited to, the following:

- 1.** Legal actions, causes of action or litigation involving the District and any confidential or privileged communications between the District or its representatives and its attorneys;
- 2.** Leasing, purchase or sale of real estate by the District where public knowledge of the transaction might adversely affect the legal consideration therefor;

3. Hiring, firing, disciplining or promoting of particular employees by the District when information relating to an employee's performance or merit is discussed or recorded;
4. Preparation, including any discussions or work product, on behalf of the District or its representatives for negotiations with employee groups;
5. Software codes for electronic data processing and documentation thereof;
6. Specifications for competitive bidding, until either the specifications are officially approved by the District or are published for bid;
7. Sealed bids and related documents, until the bids are opened and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;
8. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment;
9. Records that are protected from disclosure by law;
10. Meetings and public records relating to scientific and technological innovations in which the owner has proprietary interest;
11. Confidential and privileged communications between the District and its auditor, including all auditor work product;
12. Existing or proposed security systems and structural plans of real property owned or leased by the District, and information that is voluntarily submitted by a person or entity owning or operating an infrastructure to the District for use of the District in devising its plans for the protection of that infrastructure, the public disclosure of which would threaten public safety;
13. Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network, of the District; and
14. Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between the District and a person or entity doing business with the District.

**B. Public Presence at Closed Meetings**

Members of the public shall be allowed to remain at a designated area on-site but outside of the room in which a Closed Meeting, closed portion of a Public Meeting, or Closed Vote is conducted, so as to allow members of the public to attend any subsequent portion of the Public Meeting that is not close.

**C. Notice of Closed Meetings & Vote Required**

A Closed Meeting, closed portion of a meeting or Closed Vote may be held if proper notice is given. In addition to the general notice requirements, the notice shall set forth the reason for closing the meeting, portion of the meeting or vote, with references to the specific section and subsection of the Sunshine Law allowing such action.

Prior to closing a Public Meeting, a portion of a Public Meeting or a vote, the presiding member of the District shall state forth and include in the minutes of the Public Meeting, the specific section and subsection of the Sunshine Law upon which the decision to close the meeting, portion of the meeting or vote is based.

A Public Meeting or a vote may be closed to the public for any of the reasons enumerated above. Upon a roll call vote, a majority of the members physically present and in attendance at the meeting must vote in favor of a motion to close the meeting or vote, before such a meeting or vote is closed; provided, however, that in the case of an emergency of the District, such vote to close a meeting may be cast by a majority of all participating members (whether physically present and in attendance or participating via telephone, facsimile, internet, or any other voice or electronic means), if the nature of the emergency justifying departure from the normal requirements is stated in the minutes of the meeting. The vote of each member of the District on the question of closing a Public Meeting or vote and the specific reason for closing that Public Meeting or vote by reference to a specific section and subsection of the Sunshine Law shall be announced publicly at the Public Meeting and entered into the minutes of the Public Meeting.

In the event any member of the District makes a motion to close a meeting, or a record, or a vote from the public and any other member believes that such motion, if passed, would cause a meeting, record or vote to be closed from the public in violation of any provision of the Sunshine Law, such latter member shall state his or her objection to the motion at or before the time the vote is taken on the motion. The District shall enter the objection in the minutes of the meeting. Any member making such an objection shall be allowed to fully participate in any meeting, record or vote that is closed from the public over the member's objection. In the event the objecting member also voted in opposition to the motion to close the meeting, record or vote at issue, the objection and vote of the member as entered in the minutes shall be an absolute defense to any claim filed against the objecting member pursuant to the Sunshine Law.

Public Meetings shall be closed only to the extent necessary for the specific reason announced to justify the Closed Meeting, closed portion of a meeting, or Closed Vote. During the Closed Meeting or Closed Vote, the members of the District shall not discuss business unrelated to the reason announced to justify closing the meeting, portion of a meeting, or vote.

A Closed Meeting, closed portion of a Public Meeting or Closed Vote may be held with less than the required notice if there is good cause to render such notice impossible or impractical, in which case the District must give as much notice as is

reasonably possible prior to closing the meeting or vote. The nature of the cause justifying the departure from the normal requirements shall be stated and included in the minutes of the Public Meeting.

#### **D. Minutes of Closed Meetings**

1. The minutes of all Closed Meetings, closed portions of Public Meetings, and Closed Votes shall be taken and maintained by the custodian of the District or a person designated by the custodian.
2. The minutes shall include the date, time, place, members present, members absent and a record of any votes taken. Any Closed Votes shall be taken by roll call and the minutes shall indicate the vote of each member of the public body as yea, nay or abstaining if not voting.

### **VI. Public Records**

#### **A. Requests for Public Records**

The Public Record Custodian ("Custodian") is responsible for maintenance of District's Records. The Custodian may delegate this duty. Requests for access to the Public Records shall be made to the Custodian. Requests may be made verbally (in person or by telephone) or in writing (by mail or electronically). If records are requested in a certain format, the Custodian shall provide the requested records in the requested format, if such format is available. If, for reasonable cause, by the end of the third (3<sup>rd</sup>) business day following the day of the Custodian's receipt of the request for access to those Public Records (i.e., day of receipt plus 3 days), access is not made available, the Custodian shall provide a written explanation of the cause of the delay and the place, time and date that the Public Records will be available for inspection. If request for access to any Public Record of the District is denied, the person seeking access may request a written statement of the grounds for denial. The written statement should cite to the specific provisions of the Sunshine Law under which the access has been denied.

#### **B. Classification of Records**

1. Records which may always be closed to the public pursuant to the Sunshine Law with the applicable statutory reference, include:
  - a. Legal work product;
  - b. Minutes of closed meetings regarding the hiring, firing, discipline or promotion of an employee of the District (however, any vote taken must be made public within 72 hours of such vote);
  - c. Any Records pertaining to the state militia or National Guard;



- d.** Any Record concerning non judicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, alcoholism or drug dependency diagnosis or treatment;
- e.** Any Record relating to scholastic probation, expulsion or graduation of an identifiable individual including records of that individual's test scores;
- f.** Any Record relating to testing and examination materials prior to the exam being given;
- g.** Any Record relating to welfare cases of identifiable individuals;
- h.** Any Record relating to the preparation, including discussions or work product, on behalf of the District or its representatives for negotiations with employee groups;
- i.** Any Record relating to software codes for electronic data processing and documentation thereof;
- j.** Any individual identifiable personnel Record, performance rating or Record pertaining to an employee or applicant for employment (however, this exemption shall not apply to (i) names, positions, salaries and lengths of service of officers and employees employed by such person or (ii) the name of any private source donating or contributing money to the salary of a chancellor or president of any public college or university in the State of Missouri and the amount of money contributed by the source);
- k.** Any Record which is protected from disclosure by law;
- l.** Any Record, with the exception of a record of a Closed Vote, relating to scientific and technological innovations in which the owner has a propriety interest;
- m.** Any Record relating to municipal hotlines established for the reporting of abuse and wrongdoing;
- n.** Any Record of a confidential or privileged communication between the District and its auditor, including all auditor work product;
- o.** Existing or proposed security systems and structural plans of real property owned or leased by the District, and information that is voluntarily submitted by a person or entity owning or operating an infrastructure to the District for use by the District to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety;
- p.** Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of the District (however, this exemption shall not apply to otherwise public records in a file, document, data file or database containing public records); and
- q.** Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic

transactions between a public governmental body and a person or entity doing business with a public governmental body.

**2.** The following Closed Records must be made available to the public as provided by the Sunshine Law and-as described below:

**a.** Minutes, votes and settlement agreements regarding legal actions or litigation must be made public upon the final disposition or upon the signing of a settlement agreement unless ordered closed by a court but even if a court orders a settlement agreement closed, the amount of any money paid by or on behalf of the District must be disclosed;

**b.** Any vote involving the exercise of the power of eminent domain shall become public or be announced immediately following the action on the motion to authorize the institution of such legal action;

**c.** Any information regarding the lease, purchase or sale of real estate where public knowledge might adversely affect legal consideration for the real estate may be closed, but the minutes, votes and records regarding these actions shall be made public within 72 hours after the execution of the lease, purchase or sale contract for the real estate;

**d.** Any final vote regarding the hiring, firing, promotion or discipline of an employee must be made available with a record of each member's vote within 72 hours of the vote provided that the affected employee is entitled to prompt notice within that 72 hour period;

**e.** Specifications for competitive bidding until the specifications are officially approved or published for bid may be closed, but once the specifications are officially approved or published for bid, they must be opened;

**f.** Sealed bids and related documents may be closed until they are opened by the District. Sealed proposals and related documents or any documents related to a negotiated contract may be closed until the contract is executed or all proposals are rejected;

**g.** Any final audit report issued by the District's auditor;

**h.** Records related to the procurement of or expenditures relating to security systems purchased with District funds;

**i.** Records related to the procurement of or expenditures relating to any computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, the District for such computer, computer system, computer network, or telecommunications network; and

**j.** The record of a person or entity using a credit card held in the name of the District or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by the District.

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-8**

**AUTHORIZING EXECUTION OF CONSTRUCTION AND FINANCING AGREEMENT**

---

**WHEREAS**, the owner(s) of the real property and improvements thereon within the District wishes for the District to facilitate construction of certain improvements (the "Improvements") specified within the Construction and Financing Agreement attached hereto as Exhibit A (the "Agreement") between the Star Acquisitions, Inc. (the "Developer") and the District.

**WHEREAS**, the District wishes for the Developer to advance the funds necessary to carry out the Improvements and the funds necessary to pay for the Costs of Formation, Operating Costs, and all costs incurred remediating the blight, which will include but not be limited to removal and replacement of the parking lot improvements.

**WHEREAS**, the District wishes to enter into a Construction and Financing Agreement with Developer whereby Developer will be reimbursed for such funds advanced to the District, with interest, as soon as funds become available, subject to the District's annual appropriations.

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

1. The District's Chairman is authorized and instructed to execute a Construction and Financing Agreement with the Developer in a form substantially similar to the agreement set forth on Exhibit A attached hereto, as well as a recordable Memorandum thereof.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**EXHIBIT A**

**CONSTRUCTION AND FINANCING AGREEMENT**

---

**CONSTRUCTION AND FINANCING AGREEMENT**

**Dated as of November 4, 2025**

**between**

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**and**

**STAR ACQUISITIONS, INC., a MISSOURI CORPORATION**

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## CONSTRUCTION AND FINANCING AGREEMENT

**THIS CONSTRUCTION AND FINANCING AGREEMENT**, dated as of November 4, 2025 (this “**Agreement**”), is entered into by and between **MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**, a political subdivision of the State of Missouri (the “**District**”) and **STAR ACQUISITIONS, INC.**, a Missouri corporation and its successors and assigns (the “**Developer**”).

### RECITALS

**WHEREAS**, the District was established by the City Council of the City of Kansas City, Missouri on October 16, 2025, by Ordinance No. 250865 (the “**Formation Ordinance**”), pursuant to and in accordance with Sections 67-1401, *et seq.*, RSMo (the “**CID Act**”) and the Petition to Establish the Maple Park Community Improvement District executed on August 20, 2025 (the “**Petition**”);

**WHEREAS**, the Developer desires to contract with the District to cause public improvements related to streets and access drives as described in the Petition (the “**Improvements**”), and the District is willing to undertake the Improvements and to use its revenues to pay the costs of the Improvements as permitted by the CID Act;

**WHEREAS**, the District has incurred and may incur additional “**Formation Costs**” and “**Operating Costs**” (including the costs of administering the District, and any other costs of improvements or services as provided by the Petition and the CID Act);

**WHEREAS**, the District does not presently have sufficient funds to pay the costs of the Improvements, Formation Costs or Operating Costs (collectively the “**CID Costs**”);

**WHEREAS**, the District anticipates that it will be authorized to levy and impose a sales and use tax of one percent (1%) within the District in accordance with the CID Act (the “**District Sales Tax**”);

**WHEREAS**, the Developer and the District desire to set forth their mutual agreements with respect to the performance of the Improvements, and the financing of the Improvements, Formation Costs and Operating Costs; and

**WHEREAS**, the execution and delivery of this Agreement on the part of the District and the performance of its obligations hereunder, have been authorized by the District’s Resolution 2025-8, adopted on November 4, 2025.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the parties agree as follows:

## **Section 1: District's Performance of Improvements**

**1.1** Subject to the availability of funds for such purposes as contemplated by this Agreement, the District shall, utilizing funds of the District, undertake and perform the design and construction of the Improvements in accordance with the written direction of the Developer, and pursuant to plans and specifications approved in advance by the Developer.

**1.2** Following the date of this Agreement, the District shall contract with a construction contractor approved in advance by the Developer to perform the Improvements in accordance with a scope of work and schedule of performance designated by the Developer and at a contract price approved in advance by the Developer. Thereafter, the District shall, from time to time upon request of the Developer, contract with a construction contractor approved in advance by the Developer to perform other aspects of the Improvements in accordance with respective scopes of work designated by the Developer, and at a contract price approved in advance by the Developer, with respect to each such part of the Improvements. With respect to each such construction contract (collectively, the "**Construction Contracts**"), the District shall use diligent, commercially reasonable efforts to cause such component of the Improvements to be completed in accordance with such Construction Contract's schedule of performance. No change order to any such Construction Contract shall be approved by the District without first obtaining the prior consent of the Developer.

**1.3** In furtherance of construction of the Improvements, the District and its agents, officers, contractors and subcontractors shall have the right to enter upon the private property within the District at any time. At all times during the performance of the Improvements, the District shall use commercially reasonable efforts to minimize interference with the conduct of the businesses operating within the District.

**1.4** The District shall generally keep the Developer apprised of the progress of any construction related to the Improvements.

**1.5** The District shall consult with the Developer in selecting, retaining, and coordinating the professional services related to any Improvements, including services of surveyors, testing laboratories, and others.

**1.6** The District shall review, analyze, and certify requests for payment made by contractors or subcontractors, and facilitate the payment of same using funds available to the District from the sources contemplated by this Agreement.

**1.7** The District shall require that the contractor under any Construction Contract, and all subcontractors, maintain commercially appropriate insurance coverage with respect to the performance under such Construction Contract and any subcontracts related thereto.

## **Section 2: Financing of Improvements, Formation Costs and Operating Costs of the District**

**2.1** In accordance with the CID Act, the District intends, subject to annual appropriation, to use and apply the revenue from the District Sales Tax to pay the cost of the Improvements as well as Formation Costs incurred by the Developer and Operating Costs of the District.

**2.2** The parties acknowledge that the timing of the availability of revenue from the District Sales Tax, and the total amount of such revenue, is not likely to be sufficient to pay the full cost of the performance of the Improvements plus Formation and Operating Costs as such costs become due and payable. The Developer agrees that it shall lend to the District from time to time such funds as are necessary in order to pay for such costs (each a “**Developer Loan**”). At the request of Developer, each Developer Loan may (a) be represented by a Promissory Note issued by the District to the order of the Developer in form and content mutually acceptable to the District and the Developer (each an “**Owner Note**”), (b) bear interest at the rate of seven and one-half percent (7.50%) per annum, (c) be payable solely from the proceeds of the District Sales Tax, (d) be subordinate in payment to any Formation Costs and Operating Costs, and (e) be subject to annual appropriation.

## **Section 3: Miscellaneous**

**3.1** All notices, demands or other communications to be given or delivered under this Agreement shall be in writing and shall be deemed to have been given (a) upon receipt by the recipient if (i) delivered personally to the recipient by receipted delivery, or (ii) sent via facsimile to the number set forth below with a copy contemporaneously mailed to the recipient via U.S. mail, certified or registered mail, return receipt requested, postage prepaid, (b) on the next business day after deposit with a nationally recognized overnight delivery service, if sent to the recipient in such manner (charges prepaid), or (c) on the second business day after deposit in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid, if sent to the recipient solely in such manner. Such notices, demands and other communications shall be sent to the respective parties at the addresses set forth below. Any party shall have the right to change its address for notices by a written notice to that effect.

### **If to the District:**

Maple Park CID  
Attn: Matthew Iway  
244 West Mill Street, Suite 101  
Liberty, MO 64068

### **If to the Developer:**

Star Acquisitions, Inc.  
Attn: Matthew Iway  
244 West Mill Street, Suite 101  
Liberty, MO 64068

### **With a copy to:**

Polsinelli PC  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, MO 64112  
Attention: Curtis J. Petersen Esq.  
Phone: (913) 234-7458



**3.2** For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) the terms defined in this Agreement have the meanings assigned to them in this Agreement and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender; (b) the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular provision; (c) the term “include” or “including” shall mean without limitation by reason of enumeration; and (d) the clause, Section and subsection headings herein are for convenience of reference only, and shall not limit or otherwise affect the meaning of the provisions contained therein.

**3.3** This Agreement will inure to the benefit of, and will be binding upon, the parties hereto and their heirs, legal and personal representatives, successors and permitted assigns.

**3.4** No amendment, modification or waiver of this Agreement will be valid unless the same is in writing and signed by the party against whom enforcement of such amendment or modification or waiver is sought. The failure of any party at any time to insist upon strict performance of any condition, promise agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

**3.5** This Agreement sets forth all of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the subject matter hereof and any other matters set forth herein, and there are no other promises, agreements, conditions, understandings, warranties or representations, (oral or written, express or implied) between the parties with respect to the subject matter hereof.

**3.6** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall 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 rules or provisions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**MAPLE PARK COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Name: Tim Harris  
Title: Executive Director

***Signature Page –Maple Park CID  
Construction and Financing Agreement***

**STAR ACQUISITIONS, INC., a Missouri  
corporation**

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

Name: Tim Harris

Title: Authorized Representative

***Signature Page – Star Acquisitions, Inc.  
Construction and Financing Agreement***

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-9**

**AUTHORIZING EXECUTION OF COOPERATIVE AGREEMENT**

---

**WHEREAS**, the Maple Park Community Improvement District (the "District") was established by the City Council of the City of Kansas City, Missouri, on November 4 16, 2025, by Ordinance No. 250865 upon the filing of a Petition by the owner of real property within the District (the "Formation Petition"); and

**WHEREAS**, the Ordinance and Section 74-302(e) of the City's Code of Ordinances require the District to enter into a Cooperative Agreement with the City addressing District requirements in Code and the Missouri Community Improvement District Act.

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

1. The District's Chairman is authorized and instructed to execute a Cooperative Agreement with the City in a form substantially similar to the agreement set forth on Exhibit A attached hereto, as well as a recordable Memorandum thereof.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**EXHIBIT A**  
**COOPERATIVE AGREEMENT**

## **COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT**

**THIS COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT** (the "**Agreement**") entered into as of this 28<sup>th</sup> day of October, 2025 (the "**Effective Date**"), by and between the **CITY OF KANSAS CITY, MISSOURI** ("**City**"), and the **MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri ("**District**") (City and District are each a "party" and are together the "parties").

### Recitals

- A. City Council of Kansas City, Missouri ("City Council"), did on October 16, 2025, pass Ordinance No. 250865 (the "Ordinance"), which approved the petition to establish the District (the "Petition").
- B. The Petition sets forth the purposes, powers and priorities of District.
- C. The Ordinance, and Section 74-302(e) of the City's Code of Ordinances ("Code"), require District to enter into a cooperative agreement with City addressing District requirements in Code and the Missouri Community Improvement District Act, Sections 67.1401, et seq. RSMo., as amended (the "CID Act").
- D. District is required to have a fiscal year for purposes of maintaining financial records, which, pursuant to law, must be the same as the fiscal year of City, which runs from May 1 through April 30 of each year (the "Fiscal Year").
- E. City is authorized in accordance with Section 74-304 of Code and Section 67.1471, RSMo., of the CID Act to review District's annual budget.

### Agreement

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants, herein contained, the parties agree as follows:

## **ARTICLE 1 INCORPORATION OF RECITALS**

The foregoing Recitals are true and correct and incorporated by reference as if fully set forth below.

## **ARTICLE 2 REPRESENTATIONS OF THE PARTIES**

- 2.1 Representations by District. District represents to City that:

- A. District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.
- B. District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors ("Board"), District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.
- C. There is no litigation or proceeding pending or threatened against District affecting the right of District to execute or deliver this Agreement or the ability of District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

2.2. Representations by City. City represents to District that:

- A. City is duly organized and existing under the Constitution and laws of the State of Missouri.
- B. City has authority to enter into this Agreement and to carry out its obligations under this Agreement.
- C. There is no litigation or proceeding pending or threatened against City affecting the right of City to execute or deliver this Agreement or the ability of City to comply with its obligations under this Agreement.

### **ARTICLE 3 OBLIGATIONS OF DISTRICT**

3.1. Submission of Annual Budget and Annual Report by District.

- A. District shall annually prepare or cause to be prepared a budget (the "Budget") for the upcoming Fiscal Year, which is consistent with the purposes and priorities of District as set forth in the Petition and sets forth expected expenditures, revenues, and rates of assessments and taxes, including a detailed breakdown of District revenue to be used toward public infrastructure improvements, exterior improvements, interior improvements and other improvements and services, in such a manner as may be provided by law. The Budget shall be submitted to the City Clerk for submission to the Mayor and City Council for review and comment not less than ninety (90) days prior to the first day of the upcoming Fiscal Year. Not later than thirty (30) days prior to the first day of the upcoming Fiscal Year, the Board shall adopt a Budget. If the Board fails to adopt a Budget by such time, District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for the application of District's sale tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

- B. District shall, if requested by City, provide in written form or testimony information as to how the Budget is consistent with the purposes of District.
- C. District shall prepare and submit to City Clerk an annual report (the "Annual Report") within 120 days after the end of the then Fiscal Year stating the services provided, revenues collected and expenditures made by District during the Fiscal Year, including a detailed breakdown of District revenue used toward public infrastructure improvements, exterior improvements, interior improvements and other improvements and services, and copies of all written resolutions approved by the Board during the Fiscal Year. The Annual Report shall also include the name and contact information of each current Board member to be entered into City's electronic database.
- D. District shall, if requested by City, provide testimony as to the actions represented in the Annual Report that are in furtherance of the purposes and priorities as set forth in the Petition.
- E. District shall pay any fines issued by City for an untimely filed Budget or Annual Report pursuant to Section 74-305(b) of Code, as may be amended.

### 3.2. Reimbursement of City.

- A. Within 30 days of the receipt of an invoice from City, District shall reimburse City for the reasonable and actual expenses incurred by City in approval of District and review of the Budget and Annual Report ("First Reimbursement"). The First Reimbursement amount shall be determined by City and shall be no less than \$1,000.00 nor exceed \$1,500.00.
- B. In each subsequent year after the First Reimbursement and until the District is no longer in existence, within 30 days of the receipt of an invoice from City, District shall reimburse City for the reasonable and actual expenses incurred by City in review of the Budget and Annual Report. The invoice amount shall be determined by City and shall be no less than \$500.00 nor exceed \$1,000.00
- C. If the District amends its Petition, within 30 days of the receipt of an invoice from City, District shall reimburse City for the reasonable and actual expenses incurred by City in approval of the amended petition and review of the Budget and Annual Report. The invoice amount shall be determined by City and shall be no less than \$750.00 nor exceed \$1,250.00

### 3.3. City Audit.

- A. City Auditor shall the right to examine or audit the records of District and District shall make such records available to City Auditor within ten (10) days after a written request for the same is made.



## **ARTICLE 4 DEFAULTS AND REMEDIES**

- 4.1 Default. An event of default as specified in this Article (each, an “Event of Default”) shall occur upon the failure by either party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the non-defaulting party has given written notice to the defaulting party specifying such failure.
- 4.2 Remedies. If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement. Any such enforcement action shall not preclude City from enforcing its Code and prosecuting Code violations of District and its officers, agents, and employees.

## **ARTICLE 5 MISCELLANEOUS**

- 5.1 Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as District is legally in existence.
- 5.2 Modification. The terms, conditions, and provision of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among City and District. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.
- 5.3 Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.
- 5.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- 5.5 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

5.6 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto executed this Cooperative Agreement as of the Effective Date first above written.

**CITY OF KANSAS CITY, MISSOURI**

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

Name: Kyle Elliott

Its: Interim Director of City Planning & Development

Approved as to form:

\_\_\_\_\_  
Eluard Alegre  
Associate City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

**MAPLE PARK COMMUNITY  
IMPROVEMENT DISTRICT**

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

Name: Tim Harris

Its: Executive Director

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-10**

**ENGAGING GENERAL COUNSEL AND AUTHORIZING THE EXECUTION OF THE  
ENGAGEMENT LETTER BETWEEN THE DISTRICT AND POLSINELLI PC AND  
AUTHORIZING THE PROCUREMENT OF LEGAL SERVICES**

---

WHEREAS, the Maple Park Community Improvement District (the "District") desires to engage general counsel for legal services.

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

1. The District is authorized to engage Polsinelli PC as general counsel to the District and the Chairman of the District is authorized to enter into an engagement letter with Polsinelli PC in form and substance acceptable to the Chairman.
2. The District is authorized to seek legal services from Polsinelli PC to the extent determined necessary by the District's officers in furtherance of the administration of the District and other District powers, purposes and responsibilities, and the Board hereby appropriates for 4/30/2026, and all future years, such funds as are necessary, according to the District's annual budget, to pay for such legal services.
3. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-11**

**AUTHORIZING THE PROCUREMENT OF INSURANCE FOR THE DISTRICT**

---

**WHEREAS**, the Maple Park Community Improvement District wishes to obtain a policy of directors' and officers' liability insurance.

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

1. The Chairman is authorized to select and purchase a policy of directors and officers liability insurance as deemed appropriate by the Chairman, and the Board hereby appropriates for FYE 4/30/2026, and all future year, as such funds as are necessary, according to the District's annual budget, to pay for such insurance policy.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2025-12**

**APPROVING A ONE-PERCENT SALES AND USE TAX TO BE PRESENTED TO  
QUALIFIED VOTERS IN THE DISTRICT FOR THEIR APPROVAL.**

---

**WHEREAS**, the Maple Park Community Improvement District (the "District") was established by the City Council of the City of Kansas City, Missouri, on November 4 16, 2025, by Ordinance No. 250865 upon the filing of a Petition by the owner of real property within the District (the "Formation Petition"); and

**WHEREAS**, the District desires to assist in the funding of certain improvements, formation costs, and operating costs (together, the "CID Costs");

**WHEREAS**, Section 67.1545, RSMo, and the Formation Petition authorize the Board to submit a sales and use tax proposal to the District's qualified voters for election regarding whether to levy such tax to finance the CID Costs;

**WHEREAS**, the Board desires to impose, subject to requisite approval by the qualified voters of the District, a district wide sales and use tax at the rate of one percent (1%) on all retail sales made within the District, which are subject to taxation pursuant to Section 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services (the "Sales Tax") for the purpose of funding the CID Costs to the extent, but only to the extent, authorized by Section 67.1545, RSMo, for a period of twenty (20) years from the date the Ordinance approving the CID Petition was passed; and

**WHEREAS**, the Board desires to submit the question of the imposition of the Sales Tax to the qualified voters of the District for their approval as provided by law;

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

1. There is imposed, subject to approval by a majority of the votes cast by the qualified voters of the District, a district wide sales and use tax at the rate of one percent (1%) on all retail sales made within the District, which are subject to taxation pursuant to Section 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services.

2. The Board approves submission of the following ballot language to the District's qualified voters:

*Shall the Maple Park Community Improvement District (the "District") impose a community improvement district wide sales and use tax at the maximum rate of one percent (1%) for a period of twenty (20) years from the date the ordinance establishing the District is approved for the purpose of providing revenue to pay the costs of (a) earthwork, grading, asphalt, curbs, and sidewalk/ramps, and retaining walls (b) the costs of operation and administration of the District, (c) the costs of the provision of such services as may be determined to be provided by the Board of Directors of the District, if any, (d) the costs of formation of the District, and (e) costs of financing all of the costs set forth above, including but not limited to interest and loan fees..*

☐ YES      ☐ NO

*If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."*

4. The election will be conducted by mail-in ballot. The Chairman of the District is authorized and directed to (a) certify the "qualified voters" (within the meaning of the Community Improvement District Act, 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended) for purposes of such election, and (b) publish notice of such election once a week for two successive weeks in a newspaper of general circulation, and (c) take all other actions necessary in order to cause such election to be conducted and completed as a mail-in election in accordance with applicable law.
5. If a majority of the votes cast by the qualified voters on the Sales Tax is in favor of the tax, then the resolution is adopted. If a majority of the votes cast by the qualified voters is opposed to the Sales Tax, then the resolution is void.
6. Within 10 days after the qualified voters have approved the imposition of the Sales Tax, the District shall, in accordance with Section 32.087, RSMo, notify the Director of the Missouri Department of Revenue (the "Director"). The Sales Tax shall become effective on the first day of the second quarter after the Director receives notice of the adoption of such tax.



7. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Maple Park Community Improvement District on November 4, 2025.

  
\_\_\_\_\_  
Tim Harris, Chairman

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2026-1**

**APPROVING MINUTES OF THE BOARD OF DIRECTOR'S MEETING**

---

**WHEREAS**, the Bylaws of the Maple Park Community Improvement District (the “District”) requires the District to keep minutes of the Board of Directors meetings;

**WHEREAS**, the Board conducted a Board of Directors Meeting on November 4, 2025; and

**WHEREAS**, minutes of such meeting have been prepared and circulated to members of the Board.

**NOW, THEREFORE, BE IT RESOLVED**, that the minutes of the Board of Directors meeting held on November 4, 2025 are attached hereto as **Exhibit A** and shall be and are hereby approved in all respects.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on March 26, 2026.



---

Tim Harris, Chairman

**Exhibit A**

**November 4, 2025 Meeting Minutes**

**THE MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT  
MINUTES OF THE INITIAL CID BOARD MEETING OF  
THE BOARD OF DIRECTORS OF THE DISTRICT**

The initial meeting of the Board of Directors (the “Board”) of the Maple Park Community Improvement District (the “District”) was held on November 4, 2025, commencing at 2:00 p.m., at Branson City Hall, 110 W. Maddux Street, Branson, MO 65616 pursuant to notice duly given.

The following members of the Board were present: Tim Harris, Dixie Keller, Paul Jenness, Sheryl Giambalvo, and Charlie Carpenter. Also present was Amy Grant, Paralegal with Polsinelli PC, legal counsel for the District.

After determining that a simple majority of Board members was present and a quorum was recognized, the meeting was commenced. Ms. Grant gave a brief description about how the board meetings would be handled, and votes taken on each resolution.

Tim Harris made a motion to adopt Resolution 2025-1, acknowledging Oaths of Office. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-2, ratifying organization of the District and authorizing reimbursement of Operating Costs for formation of the District. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-3, adopting bylaws for the District. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-4, appointing officers of the District. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-5, adopting a fiscal year for the District. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-6, adopt a budget for FYE 4/30/2026 and appropriating funds. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-7, express District’s intent to comply with Missouri Sunshine Act. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-8, authorize execution of a Construction and Financing Agreement. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-9, authorize execution of a Cooperative Agreement. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-01, authorize execution of engagement letter with Polsinelli PC and procurement of legal services. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harris made a motion to adopt Resolution 2025-11, authorize procurement of Insurance for the Board of Directors authorize execution of engagement letter with Polsinelli PC and procurement of legal services. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Tim Harrismade a motion to adopt Resolution 2025-12 authorize a CID Sales and Use Tax Election. Dixie Keller seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

There being no other business to come before the meeting, Tim Harrismade a motion to adjourn the meeting, which was seconded by Dixie Keller. A vote was held, the motion unanimously carried, and the meeting was adjourned.

Respectfully submitted,

  

---

Tim Harris, Secretary

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2026-2**

**APPOINTING OFFICERS OF THE DISTRICT**

---

**WHEREAS**, the Bylaws of the Maple Park Community Improvement District (the “**District**”) require the District’s Board of Directors to appoint a chairman, executive director, secretary, treasurer and such other officers or employees as it deems necessary;

**WHEREAS**, the Board of Directors of the District desires to appoint a chairman, secretary, treasurer and Chairman as the officers of the District in accordance with the Bylaws; and

**WHEREAS**, the chairman, secretary, treasurer and Chairman shall have the powers and duties described in the Bylaws.

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

1. Tim Harris is appointed Chairman, Executive Director, and Secretary of the District.
2. Dixie Keller is appointed Treasurer of the District.
3. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.
4. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on March 26, 2026.



---

Tim Harris, Chairman

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2026-3**

**APPROVING PROPOSED ANNUAL BUDGET FOR FYE 4/30/2027**

---

**WHEREAS**, the Maple Park Community Improvement District (the “**District**”) is required to adopt an annual budget for the operation of the District;

**WHEREAS**, the District has submitted to the City a proposed annual budget for FYE 4/30/2027, which is attached as **Exhibit A**; and

**WHEREAS**, the District desires to adopt the proposed annual budget for the operation of the District with respect to the District’s FYE 4/30/2027.

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

1. The District hereby adopts an annual Budget with respect to the District’s FYE 4/30/2027, which is attached hereto as **Exhibit A**, and hereby authorizes appropriation of funds in accordance therewith.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on March 26, 2026.



---

Tim Harris, Chairman

**EXHIBIT A**

**FYE 4/30/2027 PROPOSED BUDGET**



**Proposed Budget for  
Maple Park Community Improvement District  
Fiscal Year Ending April 30, 2027**

Date of Budget Submittal: January 2, 2026  
District Point of Contact Information: Polsinelli PC c/o Amy Grant  
(816) 753-1000  
[agrant@polsinelli.com](mailto:agrant@polsinelli.com)

**BUDGET MESSAGES:**

The District is proposed to provide funding for the Improvements, Services, Formation Costs, and Operating/Administrative Costs (as those terms are defined below). The District will enter into an agreement with STAR Acquisitions, Inc. ("Developer") whereby Developer will agree to advance such costs, as necessary, and the District will use District Sales Tax (defined below) revenues collected over time to repay Developer with interest. Any obligation of the District will not be a financial obligation of the City of Kansas City, Missouri

The Maple Park Community Improvement District was established by the City Council of Kansas City, Missouri on October 16, 2025. The District's Board of Directors and the owner of the real property that constitutes the District anticipate approval if a 1.0% CID sales and use tax no later than March 20, 2026. The CID Sales Tax Election will become effective on July 1, 2026. The life of the District is twenty (20) years from the date the Petition is approved and in Ordinance is passed establishing the District.

Services are expected to include but not be limited to cleaning, maintenance, and other services within the District and other services the District may provide or cause to be provided under Section 67.1461, RSMO. No such Services are expected during the first five years of the District.

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**FYE 4/30/2027 PROPOSED BUDGET**

|                                                                                               |           | <b><u>FYE 4/30/2027*</u></b><br><b>(proposed)</b> |
|-----------------------------------------------------------------------------------------------|-----------|---------------------------------------------------|
| <b>FUNDS AVAILABLE:</b>                                                                       |           |                                                   |
| - Cash on Hand (Beginning of Fiscal Year)                                                     | \$        | -                                                 |
| <b>ESTIMATED REVENUE:</b>                                                                     |           |                                                   |
| - 1% CID Sales and Use Tax (effective July 1, 2026)                                           | \$        | -                                                 |
| <b>TOTAL ESTIMATED FUNDS AVAILABLE &amp; REVENUE:</b>                                         | <u>\$</u> | <u>-</u>                                          |
| <b>ESTIMATED EXPENDITURES:</b>                                                                |           |                                                   |
| - Formation Costs                                                                             | \$        | -                                                 |
| - Operating Costs (Legal Fees)                                                                | \$        | -                                                 |
| - Operating Costs (Insurance Fees)                                                            | \$        | -                                                 |
| - City CID Annual Submission Review Review                                                    | \$        | -                                                 |
| - Repayment of Developer's Advanced Project Costs^                                            | \$        | -                                                 |
| **See attached copy of Pay Application for<br>Detailed Breakdown of Project Cost Expenditures |           |                                                   |
| - <b>TOTAL ESTIMATED EXPENDITURES:</b>                                                        | <u>\$</u> | <u>-</u>                                          |
| <b>FUNDS AVAILABLE:</b>                                                                       |           |                                                   |
| - Cash on Hand End of Fiscal Year                                                             | \$        | -                                                 |

\* Estimated values.

The terms of the repayment of Developer Advances, including interest thereon, is addressed and

^ governed by that Construction and Financing Agreement by and between the CID and the Developer.

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2026-4**

**AUTHORIZE FYE 4/30/2025 ANNUAL REPORT**

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**WHEREAS**, State law requires that the District state the services provided, revenues collected, and expenditures made by the District during the most recently completed fiscal year, and that the District attach the written resolutions approved by the District's Board of Directors during that period under Section 67.1471.4, RSMo.

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

1. The District hereby directs its legal counsel, Polsinelli PC, to prepare and provide a copy of the FYE 4/30/2025 Annual Report to the Executive Director and Treasurer of the District at its earliest opportunity.
2. To the extent that changes to the Annual Report may be required, the District authorizes the Executive Director and Treasurer to review and approve such changes on behalf of the District
3. If Polsinelli PC does not receive any comments from any of the above-referenced parties within the earlier of 15 days after the report is delivered or the statutory due date for such report, the report shall be deemed approved and the District authorizes Polsinelli PC to submit such report to the City Clerk and Missouri Department of Economic Development on its behalf.
4. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on March 26, 2026.



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Tim Harris, Chairman

**MAPLE PARK COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS**

**RESOLUTION NO. 2026-5**

**AUTHORIZE FYE 4/30/2025 FINANCIAL REPORT**

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**WHEREAS**, State law requires the District to file a financial report with the State Auditor's Office each year under Section 105.145, RSMo, and 15 CSR 40-3.030.

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

1. The District hereby directs its legal counsel, Polsinelli PC, to prepare and provide a copy of the FYE 4/30/2025 Financial Report to the Executive Director and Treasurer of the District at its earliest opportunity.
2. To the extent that changes to the Annual Report may be required, the District authorizes the Executive Director and Treasurer to review and approve such changes on behalf of the District
3. If Polsinelli PC does not receive any comments from any of the above-referenced parties within the earlier of 15 days after the report is delivered or the statutory due date for such report, the report shall be deemed approved and the District authorizes Polsinelli PC to submit such report to the State Auditor on its behalf.
4. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the Maple Park Community Improvement District on March 26, 2026.



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Tim Harris, Chairman