

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT ANNUAL REPORT

APRIL 30, 2022 FISCAL YEAR END

67.1471.4 RSMo "Within one hundred twenty days after the end of each fiscal year, the District shall submit a report to the Municipal Clerk and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the district during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. The Municipal Clerk shall retain this report as part of the official records of the municipality and shall also cause this report to be spread upon the records of the governing body."

Section 1: Description

1. CID Name: **5050 Main Community Improvement District**
2. Municipality: **City of Kansas City, Missouri**
3. Fiscal Year: **May 1, 2021 to April 30, 2022**
4. Name of person preparing this report: **Brian E. Engel, Esq., (bengel@rousepc.com)**
5. Municipality contact: **Marilyn Sanders (Marilyn.sanders@kcmo.org)**
6. Contact information: **Leah FitzGerald, Chair (leah.fitzgerald@cbre.com)**
7. Members of the CID's governing board as of April 30, 2022:
Leah FitzGerald, Jeff Stingley, Phillip Sharples, Daniel Christopher, Alexandra Rosell
8. Date of the most recent meeting of the CID: **April 28, 2022**
9. Date CID was formed: **March 28, 2013 as a Political Subdivision**
10. Ordinance No.: **130204**

Section 2: Purpose

The primary responsibility(s) of the CID and the specific services provided during the fiscal year:

The CID was formed for the purpose of facilitating development within the CID, paying costs of eligible services, financing, and imposing a sales tax. Eligible services include, but are not necessarily limited to, the following: (a) Capital Improvements and Maintenance, including remediation of blighting conditions by contracting with private property owner to demolish and remove, renovate, or rehabilitate any building or structure and to spend CID revenues or loan funds for the public purpose of remediating blighting conditions as determined by the City Council; (b) Administration and Operations; (c) Maintenance; and (d) Additional Improvements and Services authorized by the formation petition approved by the City Council and the CID statute.

Section 3: Financials

1. State the total amount of CID revenues collected during the previous fiscal year, and list revenues by their source (special assessments, rent, fees, grants, etc.): **See attached Missouri Local Government Financial Statement FYE 4/30/22**
2. List all expenditures made by the CID during the previous fiscal year: **See attached Missouri Local Government Financial Statement FYE 4/30/22**

Section 4: Administrative

Copies of the following resolutions approved by governing board are attached.

- 2021-08 (8/25/21 – only minutes available)
- 2021-09 (8/25/21 – only minutes available)
- 2021-10 (8/25/21 – only minutes available)
- 2021-11 (11/3/21)
- 2021-12 (11/19/21)
- 2021-13 (11/19/21)
- 2021-14 (11/19/21)
- 2021-15 (11/19/21)
- 2022-01 (1/25/22)
- 2022-02 (4/28/22)
- 2022-03 (4/28/22)
- 2022-04 (4/28/22)

Section 5: Miscellaneous

1. The annual report for FYE 4/30/21 was submitted to the City of Kansas City MO and Department of Economic Development on August 20, 2021.
2. The District's budget for FY 5/1/22-4/30/23 was sent to the City of Kansas City MO following adoption on January 25, 2022.

Report Sent To:

Missouri Department of Economic Development
Redevelopment@ded.mo.gov

Marilyn Sanders, City Clerk
Marilyn.sanders@kcmo.org

MINUTES

**5050 MAIN COMMUNITY IMPROVEMENT DISTRICT
MEETING OF THE BOARD OF DIRECTORS**

A meeting of the Board of Directors of the 5050 Main Community Improvement District (the "District") was held at 10:35am (Central Time), on Wednesday, August 25, 2021, at 4520 Main Street, Suite 1100, Kansas City, MO 64111.

In attendance:

Christy Soeken - Director/Chairwoman - VanTrust Real Estate, LLC
M. Grant Harrison - Interim Director/Executive Director - VanTrust Real Estate, LLC
Corey Hampton - Interim Director - VanTrust Real Estate, LLC
Ryan C. Westhoff - Special Counsel - Dentons US LLP

Notice of the meeting was (i) e-mailed to Christy Soeken, Ryan Hackenmiller, M. Grant Harrison, Corey Hampton, and Jeff Turk, and (ii) posted in the District and at 4520 Main Street, Suite 1100, Kansas City, MO 64111 in the Main Lobby and on the 11th Floor at least twenty-four (24) hours prior to the meeting.

1. Having determined a quorum was present, the meeting was called to Order by Christy Soeken, Chairwoman.
2. New business.
 - a. Resolution 2021-08: Approving and authorizing submission of 2020-2021 Annual Reports.
 - b. Resolution 2021-09: Authorizing execution of Reimbursement Agreement.
 - c. Resolution 2021-10: Ratifying Past Action:
3. There being no further business, the meeting was adjourned.

Designed by:

M. Grant Harrison

M. Grant Harrison, Acting Secretary
5050 Main Community Improvement
District

MINUTES

**5050 MAIN COMMUNITY IMPROVEMENT DISTRICT
MEETING OF THE BOARD OF DIRECTORS**

A meeting of the Board of Directors of the 5050 Main Community Improvement District (the "District") was held at 3:15 pm (Central Daylight Time), on Monday, August 22, 2016, at 4520 Main Street, Suite 1100, Kansas City, MO 64111.

In attendance:

Jeff S. Smith - Director/Chairman - VanTrust Real Estate, LLC
Leah C. FitzGerald - Interim Director/Secretary - VanTrust Real Estate, LLC
Thomas R. McGee - Director/Executive Director - VanTrust Real Estate, LLC
Christy Soeken - Director/Treasurer - VanTrust Real Estate, LLC
Tyler Page - Interim Director - Dentons US LLP
Ryan C. Westhoff - Special Counsel - Dentons US LLP
Cassie Lane - VanTrust Real Estate, LLC

Notice of the meeting was (i) e-mailed to Jeff S. Smith, Leah C. FitzGerald, Thomas R. McGee, and Christy Soeken, and (ii) posted in the District and at 4520 Main Street, Suite 1100, Kansas City, MO 64111 in the Main Lobby and on the 11th Floor at least twenty-four (24) hours prior to the meeting.

1. Having determined a quorum was present, the meeting was called to Order by Thomas R. McGee, Executive Director.
2. New business.
 - a. Resolution 2016-08: Approving and Authorizing Submission of 2015-2016 Annual Reports. The resolution was unanimously adopted.
 - b. Resolution 2016-09: Electing Interim Director to fill vacancy left by resigning director Martin J. McDonnell. The resolution was unanimously adopted.
 - c. Resolution 2016-10: Ratifying past action. The resolution was unanimously adopted.
3. There being no further business, the meeting was adjourned.



Leah C. FitzGerald, Secretary
5050 Main Community Improvement
District

RESOLUTION 2021-08

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT APPROVING AND AUTHORIZING SUBMISSION OF 2020-2021 ANNUAL REPORTS.

WHEREAS, pursuant to Ordinance No. 130204 passed on March 28, 2013, the City of Kansas City, Missouri approved the Petition to establish the 5050 Main Community Improvement District (the "District"); and

WHEREAS, pursuant to Section 67.1471.4, RSMo., the Board of Directors of the District shall submit a report to the City Clerk of Kansas City, Missouri and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the district during such fiscal year within one hundred twenty (120) days after the end of each fiscal year; and

WHEREAS, pursuant to Section 105.145, RSMo. and 15 C.S.R. 40-3.030, the District shall submit an annual report of the financial transactions of the District to the Missouri State Auditor's Office within six (6) months after the end of each fiscal year; and

WHEREAS, the 2020-2021 fiscal year of the District ended April 30, 2021; and

WHEREAS, the Board of Directors of the District desires to comply with all applicable financial reporting requirements for the District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The Annual Report for the District attached as Exhibit "A" hereto and incorporated herein by reference (the "City/MDED Report") is hereby approved by the Board of Directors of the District.
2. The Executive Director is authorized and directed to submit the City/MDED Report to the City Clerk of Kansas City, Missouri and the Missouri Department of Economic Development no later than August 28, 2021.
3. The Missouri Local Government Financial Statement attached as Exhibit "B" hereto and incorporated herein by reference (the "Auditor Report") is hereby approved by the Board of Directors of the District.
4. The Executive Director is authorized and directed to submit the Auditor Report to the Missouri State Auditor's Office no later than October 31, 2021.
5. The Officers and Special Counsel of the District are authorized to take such further actions as are reasonably necessary for the submission of the 2020-2021 annual reports.
6. This resolution shall take effect immediately.

PASSED by the Board of Directors of the 5050 Main Community Improvement District on August 25, 2021.

DocuSigned by:

Christy d. Soeken

Christy Soeken, Chairwoman

ATTEST:

DocuSigned by:

M. Grant Harrison

M. Grant Harrison, Acting Secretary

EXHIBIT A

**2020-2021 ANNUAL REPORT OF THE
5050 MAIN COMMUNITY IMPROVEMENT DISTRICT**

ANNUAL REPORT FOR
5050 MAIN COMMUNITY IMPROVEMENT DISTRICT (the "District")

SECTION I

Date: August 20, 2021

CID Contact Information: Christy Soeken (816) 569-1441

Political Subdivision or Not for Profit: Political Subdivision

Date of and Ordinance No: Ordinance No. 130204, passed on March 28, 2013

SECTION II

PURPOSES OF CID AND SERVICES PERFORMED DURING FISCAL YEAR:

To provide funding for the construction of certain electric, telephone, cable, sewer utility improvements, construction of storm water detention facilities, and abatement of environmental issues, as well as construction of infrastructure improvements serving the District.

SECTION III

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

Corey Hampton

Jeff Turk

Ryan Hackenmiller

M. Grant Harrison

Christy Soeken

SECTION IV

FISCAL YEAR 2020-2021 REVENUE AND EXPENSES:

INCOME:		
a) CID Revenues		\$ 9,164
b) Developer Advances		\$ 105,654
c)		
TOTAL INCOME		\$ 114,818
EXPENSES:		
I. Administrative:		
a) CID Formation Costs	\$ 0	
b) Legal Fees	\$ 9,437	
c) Insurance	\$ 1,030	
SUB-TOTAL Administrative	\$ 10,467	
II. Services:		
a)		
b)		
c)		
SUB-TOTAL Services	\$ 0	
III. Capital Improvements		
a) Streetscape/Sidewalks/Landscape	\$ 0	
b) Street Repairs	\$ 0	
c) Intersection Improvements	\$ 0	
d)		
SUB-TOTAL Capital Improvements	\$ 0	
IV. Other		
a) Interest on Developer Advances	\$ 104,351	
b)		
c)		
SUB-TOTAL Other	\$ 104,351	
EXPENSE TOTAL:		
I. Administrative	\$ 10,467	
II. Services	\$ 0	
III. Capital Improvements	\$ 0	
IV. Other	\$ 104,351	
TOTAL EXPENSES	\$ 114,818	
TOTAL INCOME		\$ 114,818
LESS TOTAL EXPENSES		\$ 114,818
BALANCE		\$ 0

SECTION V

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

RESOLUTION NUMBER	RESOLUTION TITLE
2020-07	Approving and Authorizing Submission of 2019-2020 Annual Reports
2020-08	Ratifying Past Action
2021-01	Electing Interim Director
2021-02	Authorizing Submission of Proposed 2021-2022 Fiscal Year Budget
2021-03	Ratifying Past Action
2021-04	Electing Interim Director
2021-05	Adopting 2021-2022 Fiscal Year Budget
2021-06	Appointing Officers
2021-07	Ratifying Past Action

SUBMIT FORM AND ATTACHMENTS TO:

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

City Clerk
25th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106
Phone: (816) 513-6401
Fax: (816) 513-3353
Email: Marilyn.Sanders@kcmo.org

EXHIBIT B

**2020-2021 MISSOURI LOCAL GOVERNMENT FINANCIAL STATEMENT
OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT**

Part I - FINANCIAL STATEMENT - Continued

13. **Other Licenses and Permit Fees** – License and inspections charges on buildings, animals, marriage, guns, etc.
 14. **Intergovernmental Receipts** – Specify source of intergovernmental grants and monies received (federal, state or local).
 16. **Charges for Services** – Include fees and service revenue.
 17. **Utility Receipts** – Gross receipts of any water, electric, gas, or transit systems operated by your government, from utility sales and charges.
 18. **Interest Earned** – Interest earned from investments.
 19. **Fines, Costs, and Forfeitures** – Receipts from penalties imposed for violations of law and civil penalties.
 20. **Rents** – Revenues from temporary possession or use of government-owned buildings, land, and other properties.
 21. **Donations** – Gifts of cash or securities from private individuals or corporations.
 22. **Other Receipts and Transfers** – Include any other receipts that your political subdivision receives that would not be included in the above categories.
- Sections B and C Disbursements** – Should be broken down by function and/or object. Governments having multiple functions, (such as police, fire, etc.) or objects (salaries, supplies, etc.) should provide both (if available) and the totals of both should agree.
- B. Disbursements By Function (pages 5 and 6)** – List amounts on the line pertaining to the category or write in a category on one of the blank lines.
 - C. Disbursements By Object (pages 6 and 7)** – List amounts on the line pertaining to the category or write in a category on one of the blank lines.
 - D. Statement Of Indebtedness (pages 7 and 8)** – This section requests information on debt issued by your political subdivision. Debt outstanding at the beginning of the fiscal year, plus debt issued less debt retired should equal the debt outstanding at the end of the fiscal year. All types of debt (e.g., general obligation bonds, revenue bonds, leases, notes) should be reported here.
 - E. Interest on Debt – (page 8)** – Amounts of interest paid, including any interest paid on short-term or non-guaranteed obligations as well as general obligations.
 - F. Statement of Assessed Valuation and Tax Rates (page 8)** – The assessed valuation information, will be available from your county. The tax rate information will pertain to the tax rate set for the fiscal year reported.

Part II – FINANCIAL STATEMENT SUMMARY (page 9) – Five columns are provided, one for the total of all funds, one for your General Fund, and three for any other funds which you may have. If you have funds in addition to your General Fund, such as a Debt Service, Street, Water, or Sewer Fund, you need to insert the name of any such fund in the blanks provided. If you have more than three funds in addition to your General Fund, you will need to attach a separate page showing the additional funds.

The beginning balance of each fund, plus total receipts, less total disbursements should equal your ending balance. Total receipts for each fund should equal the total receipts shown on page 3. Total disbursements for each fund should equal the total disbursements shown on page 6.

Part III - TAX ABATEMENT SUMMARY (page 10) - Amounts from tax abatements resulting from an agreement between your political subdivision and individuals or entities in which your political subdivision has agreed to forgo tax revenues it otherwise would be entitled to in return for the individuals or entities taking a specific action after the agreement is entered into for economic development or other activities that benefit your political subdivision.

If you have any questions regarding the completion of this form, please feel free to call the Missouri State Auditor's Office, telephone (573) 751-4213.

NOTICE -- State law requires political subdivisions to file a financial report with the State Auditor's Office each year pursuant to Section 105.145, RSMo, and 15 CSR 40-3.030.

Part 3 - FINANCIAL STATEMENT

5050 Main Community Improvement District

A. Receipts

FUNDS - Report in whole dollars

	TOTAL all funds	General Fund	Fund	Fund	Fund
1. Total property tax	\$ 0	\$	\$	\$	\$
2. Total sales tax	9,164	9,164			
3. Amusement sales tax	0				
4. Motor fuel tax	0				
5. Public utilities sales tax	0				
6. Tobacco products tax	0				
7. Hotel/Motel and restaurant/meals tax	0				
8. Alcoholic beverages licensing and permit taxes	0				
9. Amusement licensing and permit taxes	0				
10. Motor vehicles licensing and permit taxes	0				
11. Franchise tax (public utilities tax)	0				
12. Occupation and business licensing and permit taxes	0				
13. Other licenses and permit fees	0				
14. Intergovernmental receipts					
a	0				
b	0				
c	0				
d	0				
e	0				
f	0				
g	0				
h	0				
i. TOTAL Sum of lines 14a-h	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
15. SUBTOTAL Sum of Items 1-14i	\$ 9,164	\$ 9,164	\$ 0	\$ 0	\$ 0

Part I - FINANCIAL STATEMENT - Continued

5050 Main Community Improvement District

A. Receipts - Continued

FUNDS - Report in whole dollars

	TOTAL all funds	General Fund	Fund	Fund	Fund
15. SUBTOTAL <i>(from page 3)</i>	\$ 9,164	\$ 9,164	\$ 0	\$ 0	\$ 0
16. Charges for Services					
a. _____	0				
b. _____	0				
c. _____	0				
d. TOTAL <i>Sum of lines 16a-c</i>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
17. Utility receipts					
a. _____	0				
b. _____	0				
c. _____	0				
d. _____	0				
e. TOTAL <i>Sum of lines 17a-d</i>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
18. Interest earned	0				
19. Fines, costs, and forfeitures	0				
20. Rents	0				
21. Donations	0				
22. Other receipts and transfers					
a. <u>Developer Advances</u>	105,654	105,654			
b. _____	0				
c. Interfund transfers	0				
d. TOTAL <i>Sum of lines 22a-c</i>	\$ 105,654	\$ 105,654	\$ 0	\$ 0	\$ 0
23. TOTAL RECEIPTS Sum of Items 15 through 22d	\$ 114,818	\$ 114,818	\$ 0	\$ 0	\$ 0

PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 5

Part I - FINANCIAL STATEMENT - Continued

5050 Main Community Improvement District

B. Disbursements (by function)

FUNDS - Report in whole dollars

	TOTAL all funds	General Fund	Fund	Fund	Fund
1. Highways and streets	\$ 0	\$	\$	\$	\$
2. Financial administration	0				
3. Central administration	10,467	10,467			
4. Fire	0				
5. Parks and recreation	0				
6. Solid waste management	0				
7. Sewerage	0				
8. Water supply system	0				
9. Hospitals	0				
10. Health (other than hospital)	0				
11. Police	0				
12. Judicial and legal	0				
13. Correctional institutions	0				
14. Probation	0				
15. General public buildings	0				
16. Libraries	0				
17. Public welfare	0				
18. Protective inspection and regulation	0				
19. Housing and community development	0				
20. Economic development	0				
21. Natural resources	0				
22. Airports	0				
23. SUBTOTAL					
Sum of lines 1-22	\$ 10,467	\$ 10,467	\$ 0	\$ 0	\$ 0

Part I - FINANCIAL STATEMENT - Continued

5050 Main Community Improvement District

B. Disbursements (by function)
Continued

FUNDS - Report in whole dollars

	TOTAL all funds	General Fund	Fund	Fund	Fund
23. SUBTOTAL <i>(from page 5)</i>	\$ 10,467	\$ 10,467	\$ 0	\$ 0	\$ 0
24. Electric power system	0				
25. Parking facilities	0				
26. Gas supply system	0				
27. Transit or bus system	0				
28. Sea and inland port facilities	0				
29. Miscellaneous commercial activities	0				
30. Other - <i>Specify</i> Interest on Developer					
a. Advances	104,351	104,351			
b. _____	0				
c. _____	0				
31. Interfund transfers	0				
32. TOTAL DISBURSEMENTS <i>(by function)</i> Sum of Items 23-31	\$ 114,818	\$ 114,818	\$ 0	\$ 0	\$ 0
C. Disbursements (by object)					
1. Salaries	0				
2. Fringe benefits	0				
3. Operations	114,818	114,818			
4. SUBTOTAL Sum of Items C1-3	\$ 114,818	\$ 114,818	\$ 0	\$ 0	\$ 0

PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 7

Part I - FINANCIAL STATEMENT - Continued

5050 Main Community Improvement District

B. Disbursements (by object) - Continued

FUNDS - Report in whole dollars

	TOTAL all funds	FUND			
		General Fund	Fund	Fund	Fund
4. SUBTOTAL <i>(from page 6)</i>	\$ 114,818	\$ 114,818	\$ 0	\$ 0	\$ 0
5. Capital expenditures - Specify					
a. _____	0				
b. _____	0				
c. _____	0				
d. _____	0				
e. _____	0				
f. _____	0				
g. _____	0				
6. Interfund transfers - Specify					
a. _____	0				
b. _____	0				
7. TOTAL DISBURSEMENTS <i>(by object)</i>					
Sum of Items 4-6b	\$ 114,818	\$ 114,818	\$ 0	\$ 0	\$ 0

	FUNDS - Report in whole dollars			
	Outstanding Beginning of Fiscal Year	During Fiscal Year --		Outstanding End of Fiscal Year
		Issued	Retired	
D. Statement of Indebtedness				
1. General obligation bonds				
a. _____				0
b. _____				0
c. _____				0
2. Revenue bonds				
a. _____				0
b. _____				0
c. _____				0
3. SUBTOTAL Sum of Items D1 and 2	\$ 0	\$ 0	\$ 0	\$ 0

Part I - FINANCIAL STATEMENT - Continued

6050 Main Community Improvement District

**D. Statement of Indebtedness
Continued**

	FUNDS - Report in whole dollars			Outstanding End of Fiscal Year
	Outstanding Beginning of Fiscal Year	During Fiscal Year --		
		Issued	Retired	
3. SUBTOTAL (from page 7)	\$ 0	\$ 0	\$ 0	\$ 0
4. Other debt - Specify				0
a. _____				0
b. _____				0
c. _____				0
5. Conduit debt				0
6. TOTAL STATEMENT OF INDEBTEDNESS Sum of Items 3-5	\$ 0	\$ 0	\$ 0	\$ 0

E. Interest on Debt

- 1. Interest on water supply system debt \$ _____
- 2. Interest on electric power system debt \$ _____
- 3. Interest on gas supply system debt \$ _____
- 4. Interest on transit or bus system debt \$ _____
- 5. Interest on all other debt \$ _____

**F. Statement of Assessed Valuation
and Tax Rates**

- 1. Real estate \$ _____
 - 2. Personal property _____
 - 3. State assessed railroad and utility _____
- TOTAL VALUATION**
4. Sum of Items F1-3 \$ 0

Tax Rates Funds - Specify	Tax rate (per \$100)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Part II - FINANCIAL STATEMENT SUMMARY

		FUNDS - Report in whole dollars				
		TOTAL all funds	General Fund	Fund	Fund	Fund
A. Beginning balance	\$	0	\$	\$	\$	\$
B. Total receipts		114,818	114,818	0	0	0
C. Total disbursements		114,818	114,818	0	0	0
D. Ending balance	\$	0	\$	0	\$	0

NOTES

Please use this space to provide additional explanations if the space provided for any item was not sufficient. Be sure to reference the item number.

RESOLUTION 2021-09

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING THE EXECUTION OF A CERTAIN REIMBURSEMENT AGREEMENT WITH 51ST & MAIN, LLC.

WHEREAS, pursuant to Ordinance No. 130204 passed on March 28, 2013, the City of Kansas City, Missouri approved the Petition to establish the 5050 Main Community Improvement District (the "District"); and

WHEREAS, pursuant to Section 67.1461.1(12), RSMo., the District may borrow money from any private source and issue obligations and provide security for the repayment of the same; and

WHEREAS, pursuant to Section 67.1461.1(3), RSMo., the District may make and enter into contracts and other instruments with private entities, necessary or convenient to exercise its powers and carry out its duties pursuant to Sections 67.1401 to 67.1571, RSMo.; and

WHEREAS, the Board of Directors of the District desires enter into that certain Reimbursement Agreement with 51st & Main, LLC ("Developer"), substantially in the form attached hereto as Exhibit "A" (the "Reimbursement Agreement"), to provide for the reimbursement to Developer of certain expenditures advanced thereby on behalf of the District and permitted pursuant to Sections 67.1401 to 67.1571, RSMo.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. The Reimbursement Agreement is hereby approved.
2. The Executive Director or any other Officer of the District is authorized and directed to execute and deliver the Reimbursement Agreement to the Developer.
3. The Officers and Special Counsel of the District are authorized to take such further actions as are reasonably necessary for the execution and delivery of the Reimbursement Agreement and for the repayment of permitted expenditures made by the Developer.
4. This resolution shall take effect immediately.

PASSED by the Board of Directors of the 5050 Main Community Improvement District on August 25, 2021.

DocuSigned by:
Christy A. Soeken
BY 11P20C07034E2
Christy Soeken, Chairwoman

ATTEST:

DocuSigned by:
M. Grant Harrison
M. Grant Harrison, Acting Secretary

EXHIBIT A
FORM OF REIMBURSEMENT AGREEMENT

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement"), is entered into effective as of the 28th day of March, 2013 (the "Effective Date"), among the 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and 51ST & MAIN, LLC, a Missouri limited liability company (the "Developer"), with the District and the Developer being sometimes collectively referred to herein as the "Parties," and individually as a "Party," as the context so requires.

RECITALS

WHEREAS, on the Effective Date the City of Kansas City, Missouri (the "City") approved Ordinance No. 130204, which approved a petition (the "Petition," a copy of which is attached hereto as Exhibit A) authorizing the creation of the District pursuant to the Missouri Community Improvement District Act, RSMo. § 67.1401 *et seq.* (the "CID Act") for a period of thirty (30) years from the date of the approval of such Ordinance (the "CID Term," which term shall include any extension of the CID Term approved by the City);

WHEREAS, the boundaries of the District as described in the Petition (the "District Property," a legal description of the property is attached hereto as Exhibit B) include a proposed mixed-use development with residential and commercial uses;

WHEREAS, prior to and after the Effective Date, certain expenses in furtherance of the goals of the District for purposes permitted under the Petition and the CID Act (the "CID Costs") have been and will be undertaken by the Developer;

WHEREAS, the District did not and does not have the financial capability to undertake the CID Costs absent these expenditures of the Developer;

WHEREAS, the District hereby acknowledges and agrees that the Developer is entitled to reimbursement of the CID Costs, including interest from the date such costs are certified pursuant to this Agreement, from revenues generated by an additional one percent (1%) sales tax imposed on all taxable sales within the District pursuant to the CID Act (the "CID Revenues");

WHEREAS, the Parties now desire to enter into this Agreement for the purpose of establishing the rights and obligations of each Party regarding reimbursement of the CID Costs.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

2. Representations. Each Party hereby represents that it has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement. Accordingly, this Agreement constitutes a legal valid and binding obligation of each Party, enforceable in accordance with its terms. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

3. CID Costs. The Parties acknowledge that the approximate total of all CID Costs to be undertaken to finance certain improvements within the District during the CID Term is \$2,289,000, a budget for which is contained in Exhibit C. CID Costs will be incurred by the Developer or its assigns after the Effective Date and continue for the duration of the CID Term, and the actual amount of such CID Costs shall be determined at the time such costs are incurred notwithstanding that the amount incurred or cost categories may differ from the amounts stated in the budget included as Exhibit C. The Parties acknowledge that the Developer shall retain the exclusive control over the scope, nature, and type of improvements constructed.

4. Submittal and Verification of CID Costs. The Parties acknowledge that the District may use the CID Revenues only to finance items permitted by the Petition and the CID Act. Accordingly, documentation of all CID Costs in a form satisfactory to the District must be submitted to the District and verified for compliance with the Petition and the CID Act prior to the disbursement of any reimbursement for such CID Costs from CID Revenues. The District hereby agrees to promptly review any documentation submitted by the Developer or its assigns for any CID Costs incurred by such Party. If the District, in its reasonable discretion, deems such documentation to demonstrate: (1) that such costs were actually incurred and (2) that such costs are permitted to be financed with CID Revenues pursuant to the Petition and the CID Act, then such CID Costs shall be deemed as "certified" for reimbursement pursuant to this Agreement (the "Certified CID Costs").

5. Interest on Certified CID Costs. The Parties acknowledge that Certified CID Costs shall bear an annual interest rate of 6% until repayment of the Certified CID Costs. Such interest shall accrue and be calculated on a monthly basis from the date that any CID Costs become Certified CID Costs up to the duration of the CID Term.

6. CID Annual Administrative Costs. The Parties acknowledge that the District has certain ongoing operating expenses (collectively, the "CID Annual Administrative Costs") that shall be paid throughout the CID Term prior to releasing any CID Revenues to reimburse the CID Costs, which shall include: (i) accounting costs incurred by the District associated with annual budgeting and reporting as required by the CID Act; (ii) legal fees incurred by the District associated with the annual obligations of the District; (iii) costs incurred by the District related to the collection of CID Revenues; (iv) costs incurred by the District associated with any audit required under the CID Act; and (v) the costs of director and officer insurance for the directors and officers of the District. The CID Annual Administrative Costs shall not include (a) the cost of improvements within or outside of the District; (b) the cost of services within or outside of the District other than those specifically defined in this Section as CID Annual Administrative Costs; (c) consulting or other fees paid to any member of the District's Board of Directors or to any

other third party; (d) rent for any physical space for the operations of the District; or (e) any other cost not reasonably related to statutory reporting and budgeting operations of the District in the ordinary course as defined in the CID Act.

7. Division of CID Revenues for Reimbursement of CID Costs.

7.1 On a quarterly basis for the duration of the CID Term, the CID Revenues shall be distributed as follows:

- A.** First, the District shall utilize CID Revenues to create an escrow in an amount that is projected to cover its CID Annual Administrative Costs for a period of six (6) months from the Effective Date (the "Reserve Fund").
- B.** Second, the CID Annual Administrative Costs shall be deducted from the CID Revenues and utilized by the District to pay CID Annual Administrative Costs actually incurred by the District. To the extent the CID Annual Administrative Costs exceed the CID Revenues, the District may draw upon the Reserve Fund to pay such CID Annual Administrative Costs.
- C.** Third, to the extent the District drew upon the Reserve Fund to pay CID Annual Administrative Costs, CID Revenues shall be utilized to repay the portion of the Reserve Fund so used.
- D.** Fourth, the balance of the CID Revenues (the "Net CID Revenues") shall be due and payable to the Developer to reimburse Certified CID Costs pursuant to this Agreement.

7.2 The Parties hereby acknowledge that the Certified CID Costs incurred by the Developer or its assigns (including any interest on such costs) may exceed the Net CID Revenues generated over the CID Term. In the event that Certified CID Costs are outstanding at the termination of the CID Term, the District shall release to the Developer the Reserve Fund. In the event that the Net CID Revenues exceed the Certified CID Costs, the District shall escrow the Net CID Revenues until a date that is ninety (90) days prior to the termination of the CID Term. Upon such date, provided that no Certified CID Costs are then outstanding for payment pursuant to this Agreement, the District may utilize such escrowed Net CID Revenues and any Net CID Revenues generated for the duration of the CID Term for any purpose permitted by the Petition and the CID Act.

7.2 The Parties acknowledge that the Net CID Revenues may fluctuate from time to time, and the District makes no guarantee or warranty of the sufficiency of the Net CID Revenues to repay the Certified CID Costs or any interest thereon.

7.3 Upon the request of the Developer, or its assigns, at any time during the CID Term, the District shall promptly provide an accounting of CID Revenues and CID Annual Administrative Costs.

8. Assignment. This Agreement shall not be assigned by the District without the prior written consent of the Developer. The Developer may assign this Agreement at its sole and absolute discretion with written notice to the District.

9. Assignment of Reimbursement Right.

9.1 At any time during the CID Term, the Developer may wholly or partially assign to one or more third-parties its right to reimbursement under this Agreement, including the right to receive interest for any Certified CID Costs. Upon any such assignment, if directed in writing by the Developer (or any party to which this Agreement has been assigned by the Developer), the District shall make any reimbursement payments required hereunder directly to any whole or partial assignee, as applicable.

9.2 The District acknowledges that the amount of any partial assignment is not required to correspond to the amount of CID Revenues generated on any part of the District Property. Notwithstanding the foregoing, the District agrees to cooperate in good faith with the Developer, its assignee or assignees, and the Missouri Department of Revenue, to identify the CID Revenues generated from the sales tax collected in the District Property to allow the amount of CID Revenues generated in each such component to be assigned to third-parties.

10. No Material Modification of the District. The Parties hereby agree to refrain from taking any action that would materially modify the ability of the District to generate or collect the CID Revenues for the duration of the CID Term.

11. Defaults and Remedies.

11.1. Events of Default. If any one or more of the following events (each, an "Event of Default") shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the District to distribute Net CID Revenues in accordance with this Agreement;

B. Deduction by the District of items not enumerated in this Agreement as CID Annual Administrative Costs from CID Revenues for the purpose of calculating Net CID Revenues; and

C. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

11.2. Remedies on Default. 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 any suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and

employees, including to require and compel duties and obligations required by the provisions of this Agreement, and shall be entitled to obtain from the defaulting Party attorneys' fees and other costs for any such action.

11.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

11.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

12. Miscellaneous.

12.1. Effective Date and Term. This Agreement shall terminate concurrently with the termination of the CID Term.

12.2. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties, or in the event that the Developer has assigned its interest hereunder, by mutual agreement between the District and such assignee.

12.3. Time and Performance are of the Essence. Time and exact performance are of the essence of this Agreement.

12.4. Notices. Any notice, demand, or other communication required by this Agreement to be given to either Party hereto to the other shall be in writing and shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified. Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

If to the District:

5050 Main Community Improvement District
4900 Main Street, Suite 400
Kansas City, MO 64112

If to the Developer:

51st & Main, LLC
4900 Main Street, Suite 400
Kansas City, MO 64112

12.5. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties. To the extent that such common legal representation presents a conflict of interest, the Parties hereby consent to common representation. In the event of any legal proceeding to enforce the terms of this Agreement, the venue shall be in Jackson County, Missouri.

12.6. 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.

12.7. 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. Signatures transmitted by facsimile or e-mail (including, without limitation, PDF copies of signatures) shall be valid as originals.

[Signatures follow on separate pages.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals effective as of the Effective Date.

DISTRICT:

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT,
a Missouri political subdivision

By: _____

Name: _____

Title: _____

DEVELOPER:

51ST & MAIN, LLC,
a Missouri limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

CID Petition

[See attached]

EXHIBIT B

Legal Description of the District Property

The District is legally described as follows:

TRACT 1:

THE SOUTH 8 1/3 FEET OF LOT 12 AND ALL OF LOTS 13, 14, 15, 16 AND 17, AND THE EAST ½ OF VACATED ALLEY WEST OF AND ADJOINING SAID LOTS, AND ALL OF LOTS 34, 35, 36, 37, 38 AND LOT 39, EXCEPT THE NORTH 16 2/3 FEET OF SAID LOT 39, AND THE WEST ½ VACATED ALLEY EAST OF AND ADJOINING SAID LOTS, AND EXCEPTING THEREFROM ALL THAT PART OF THE EAST END OF SAID LOTS TAKEN FOR MAIN STREET, BLOCK 1, MARLBOROUGH, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

ALSO BEING KNOWN AS TRACT B ON CERTIFICATE OF SURVEY RECORDED JUNE 15, 2006 AS DOCUMENT NO. 2006E0043132, IN BOOK 11 AT PAGE 33.

TRACT 2:

LOTS 18, 19, 20 AND 21, AND THE EAST ½ OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOTS, AND EXCEPTING THEREFROM ALL THAT PART OF THE EAST END OF SAID LOTS TAKEN FOR MAIN STREET, BLOCK 1, MARLBOROUGH, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 3:

ALL OF LOTS 22, 23, 24 AND 25, AND ALL OF THE VACATED ALLEY LYING WEST AND ADJACENT THERETO, AND EXCEPTING THEREFROM ALL THAT PART OF THE EAST END OF SAID LOTS TAKEN FOR MAIN STREET, BLOCK 1, MARLBOROUGH, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 4:

LOTS 26 THROUGH 33, AND THE WEST HALF (1/2) OF THE VACATED ALLEY EAST OF AND ADJACENT TO LOTS 30 THROUGH 33, BLOCK 1, MARLBOROUGH, A SUBDIVISION IN THE CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI.

AND THE SURROUNDING AND ADJACENT PUBLIC RIGHT OF WAY, INCLUDING MAIN STREET TO THE EAST, 51ST STREET TO THE SOUTH, AND BALTIMORE AVE TO THE WEST.

EXHIBIT C

Estimated Budget of the CID Costs

Improvements/Services	Estimated Cost
Electrical Utility Relocation	\$ 510,000
Telecom. & Cable Relocation	\$ 50,000
Sewer Relocation	\$ 350,000
Stormwater Detention	\$ 75,000
New Street Lights	\$ 64,000
New Streetscape/sidewalks/landscaping	\$ 300,000
Street Repairs	\$ 25,000
Intersection Improvements	\$ 65,000
Environmental Abatement	\$ 50,000
Ongoing Services @ \$25k/yr	\$ 750,000
Formation Costs	\$ 50,000
SUBTOTAL	\$ 2,289,000

RESOLUTION 2021-10

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT RATIFYING PAST ACTION.

WHEREAS, pursuant to Ordinance No. 130204 passed on March 28, 2013, the City of Kansas City, Missouri approved the Petition to establish the 5050 Main Community Improvement District (the "District"); and

WHEREAS, the Board of Directors of the District desires to ratify, acknowledge and accept all lawful actions taken by or on behalf of the District prior to this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

1. All lawful actions taken by or on behalf of the District as of the date of this resolution are hereby ratified, acknowledged and accepted.
2. This resolution shall take effect immediately.

PASSED by the Board of Directors of the 5050 Main Community Improvement District on August 25, 2021.

DocuSigned by:
Christy d. Soeken
4001727P452188
Christy Soeken, Chairwoman

ATTEST:

DocuSigned by:
M. Grant Harrison
4001727P452188
M. Grant Harrison, Acting Secretary

RESOLUTION NO. 2021-11

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT CONDITIONALLY ELECTING INTERIM DIRECTORS.

Adopted November 3, 2021

WHEREAS, by Ordinance No. 130204, adopted on March 28, 2013, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended ("Act"), the City Council of the City of Kansas City, Missouri ("City") approved the Petition for Establishment of the 5050 Main Community Improvement District ("Petition"), thereby creating the 5050 Main Community Improvement District ("District");

WHEREAS, the District was formed for the purposes as defined in the Petition for the Establishment of the District (the "Petition");

WHEREAS, pursuant to the Petition, Directors have been appointed by the Mayor of Kansas City, Missouri with the consent of the City Council, or elected by the remaining Directors to serve as Interim Directors to fill the vacancy of an unexpired term;

WHEREAS, Corey Hampton has resigned from his position as a member of the Board of Directors;

WHEREAS, the currently appointed or elected Directors are:

1. VACANT, Director – term expiring in 2022
2. Ryan Hackenmiller, Secretary – term expiring in 2022
3. Christy Soeken, Chairwoman – term expiring in 2024
4. M. Grant Harrison, Executive Director – term expiring in 2024
5. Jeff Turk, Treasurer – term expiring in 2024

WHEREAS, the District was formed by the efforts of 51st & Main, LLC, a Missouri limited liability company ("Original Developer"), and the owner of the property within the District;

WHEREAS, the Original Developer and Justus at Woodland Terrace LLC, an Indiana limited liability company ("Developer"), have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated August 18, 2021, as amended the First Amendment dated September 13, 2021, and the Second Amendment dated September 24, 2021 (collectively, and as may be further amended from time to time, the "Agreement"), pursuant to which the Original Developer intends to sell and the Developer intends to purchase the property within the District. Pursuant to the Agreement, the Developer may assign its rights under the Agreement to a Buyer Affiliate (as defined therein);

WHEREAS, the transaction contemplated in the Agreement is expected to close on November 8, 2021, or on such other date as the Original Developer and the Developer may agree and the transaction actually closes ("Closing Date");

WHEREAS, pursuant to the Agreement, the Original Developer agreed to deliver to the closing escrow agent not later than one (1) business day before the Closing Date resignations of the current directors and officers of the District and documents for the election of Interim Directors of the District, all to facilitate the transition of control of the District from the Original Developer and the Developer effective on the Closing Date; and

WHEREAS, effective as of the Closing Date, and pursuant Section 5.d. of the Petition, the remaining Board of Directors of the District desire to elect the following Interim Directors to serve the remainder of the resigning Directors' terms:

- 1. Nicole Circello, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, filling Corey Hampton's vacant seat and serving the remainder of the term expiring in 2022;**
- 2. Meagan Saale, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, replacing Ryan Hackenmiller and serving the remainder of the term expiring in 2022;**
- 3. Leah FitzGerald, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, replacing Christy Soeken and serving the remainder of the term expiring in 2024;**
- 4. Tony Chavez, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, replacing Grant Harrison and serving the remainder of the term expiring in 2024; and**
- 5. Jeff Stingley, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, replacing Jeff Turk and serving the remainder of the term expiring in 2024.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The resignation of Corey Hampton is recognized and accepted. The conditional resignations of Ryan Hackenmiller, Christy Soeken, M. Grant Harrison, and Jeff Turk, each effective as of the Closing Date, are recognized and accepted.

Section 2. The following interim directors are hereby conditionally elected, effective as of the Closing Date:

1. Nicole Circello, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, filling Corey Hampton's vacant seat and serving the remainder of the term expiring in 2022;
2. Meagan Saale, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, replacing Ryan Hackenmiller and serving the remainder of the term expiring in 2022;
3. Leah FitzGerald, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, replacing Christy Soeken and serving the remainder of the term expiring in 2024;
4. Tony Chavez, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, replacing Grant Harrison and serving the remainder of the term expiring in 2024; and
5. Jeff Stingley, who is at least 18 years of age, is legally authorized to represent the Developer, both an owner of real property and a business operating within the District, and has been a resident of the State of Missouri for at least one year, replacing Jeff Turk and serving the remainder of the term expiring in 2024.

Section 3. Upon the Closing Date, the elected interim directors shall serve as a member of the Board of Directors with all of the duties and powers as provided in the Petition and the District's bylaws.

Section 4. The officers of the District are authorized and directed to execute and deliver for and on behalf of the District such certificates, agreements, or documents that may be deemed necessary or desirable by such officers or the District's legal counsel and to perform all other acts as such officers or the District's legal counsel may deem necessary or appropriate in order to

facilitate the intent of this Resolution, with such execution being conclusive evidence of the acceptability of the terms and conditions thereof.

Section 5. This Resolution shall take effect as of the Closing Date. In the event the Closing Date does not occur, this Resolution shall be null and void.

APPROVED:

Designed by:


Christy Soeken, Chairwoman

ATTEST:

Designed by:


M. Grant Harrison, Acting Secretary

RESOLUTION NO. 2021-12

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT ELECTING OFFICERS OF THE DISTRICT.

Adopted November 19, 2021

WHEREAS, by Ordinance No. 130204, adopted on March 28, 2013, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended, the City Council of the City of Kansas City, Missouri approved the Petition for Establishment of the 5050 Main Community Improvement District, thereby creating the 5050 Main Community Improvement District ("District"); and

WHEREAS, the Board of Directors desires to elect officers of the District.

THEREFORE, BE IT RESOLVED, that the Board of Directors of the 5050 Main Community Improvement District designates that the officers of the District shall be:

Leah FitzGerald is elected as Chairperson of the District
Jeff Stingley is elected as Vice Chairperson of the District
Nicole Circello is elected as Treasurer of the District
Becky Ziegler is elected as Secretary of the District

FURTHER RESOLVED, that this resolution shall take effect immediately.

APPROVED:



Chairperson

ATTEST:



Secretary

RESOLUTION NO. 2021-13

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT ADOPTING AMENDED AND RESTATED BYLAWS OF THE DISTRICT.

Adopted November 19, 2021

WHEREAS, by Ordinance No. 130204, adopted on March 28, 2013, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended, the City Council of the City of Kansas City, Missouri approved the Petition for Establishment of the 5050 Main Community Improvement District, thereby creating the 5050 Main Community Improvement District ("District");

WHEREAS, pursuant to Section 67.1461.1(1), RSMo, the Board of Directors of the District desires to adopt Amended and Restated Bylaws of the District in substantially the form attached hereto as Exhibit A and has determined that such Amended and Restated Bylaws will provide an efficient and effective structure for governance of affairs of the District.

THEREFORE, BE IT RESOLVED, that the Board of Directors of the 5050 Main Community Improvement District, as follows:

1. The Amended and Restated Bylaws in substantially the form attached as Exhibit A are approved and adopted.
2. The Secretary is directed to cause the Amended and Restated Bylaws to be made a part of the corporate records of the District.
3. The officers of the Board of Directors are authorized to take all further actions necessary to carry out the purpose and intent of this resolution.
4. This resolution shall take effect immediately.

APPROVED:



Leah Fitzgerald, Chairperson

ATTEST:



Becky Ziegler, Secretary

Exhibit A
Amended and Restated Bylaws

**5050 MAIN COMMUNITY IMPROVEMENT DISTRICT
AMENDED AND RESTATED BYLAWS
Adopted by the Board of Directors on November 19, 2021**

Article I: Defined Terms

- Section 1.1 **District.** The 5050 Main Center Community Improvement District, a political subdivision created pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri ("RSMo") and formed by the City Council of the City ("City Council") by Ordinance No. 130204 passed March 28, 2013.
- Section 1.2 **Board.** The Board of Directors of the District, which is the governing body of the District.
- Section 1.3 **City.** The City of Kansas City, Missouri.
- Section 1.4 **Director.** Members of the Board of Directors individually or collectively as the context may provide.
- Section 1.5 **CID Act.** Sections 67.1401 to 67.1571, RSMo, as amended.
- Section 1.6 **Initial Directors.** The initial Directors set forth in City's Ordinance No. 130204.
- Section 1.7 **Operator.** An owner of a business operating within the District.
- Section 1.8 **Owner.** An owner of real property within the District or a legally authorized representative of such owner.
- Section 1.9 **Resident.** A registered voter residing within the District.
- Section 1.10 **Petition.** That certain Petition to Establish the 5050 Main Community Improvement District, as approved by the City through passage of Ordinance No. 130204.
- Section 1.11 **Sunshine Law.** Section 610.010 to 610.200, RSMo, governing meetings of public governmental bodies including the Board, as now or hereafter amended.
- Section 1.12 **Undefined Terms.** Any term undefined by this Article shall have the same meaning as such term is given under the CID Act, if defined therein.

Article II: Offices and Records

- Section 2.1 **Principal Office.** The principal office of the District shall be located at 4510 Bellevue, Suite 300, Kansas City, Missouri 64111 or at such other place or places as may be designated by the Board.
- Section 2.2 **Records.** The District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board. The District shall keep at its principal office a record of the name and address of each Director.

Article III: Board of Directors

- Section 3.1 **General Powers.** The business and affairs of the District shall be managed by, or under the direction of, the Board, and the District shall have all of the powers set forth in the CID Act, except as may be limited by the Petition or Ordinance No. 130204, 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.
- Section 3.2 **Number.** The Board shall consist of five (5) Directors.
- Section 3.3 **Qualifications.** Each Director shall meet the following requirements:
- A. Be at least 18 years of age;
 - B. Be and must declare to be either an Owner or an authorized representative of an Owner, an Operator, or a Resident;

C. 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; and

D. Except for the initial directors named in the Petition, be appointed as a successor director in accordance with paragraph 3.5 of this Article III or elected to fill a vacancy in accordance with paragraph

Section 3.4 Terms. The initial Directors named in the Petition shall serve for the terms set out opposite their names or until their successor is elected or appointed in accordance with the Petition and the CID Act, whichever occurs later, and their successors shall serve for four-year terms or until their successor is elected or appointed in accordance with the Petition and these Bylaws, whichever occurs later.

Section 3.5 Successor Directors. Successor Directors, whether to serve a new term or to fill a vacancy on the Board not filled by an Interim Director, shall be appointed by the mayor of the City, with the consent of the City Council, as provided in the Petition.

Section 3.6 Removal for Cause. In accordance with Section 67.1451.1.7, RSMo, any Director may be removed for cause by a two-thirds vote of the Board. Written notice of the proposed removal shall be given to all Directors prior to action thereon.

Section 3.7 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.

Section 3.8 Vacancy. In accordance with Section 67.1451.4, RSMo, in the event of a vacancy on the Board prior to expiration of a Director's term, the remaining Directors shall elect an interim director ("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 selected as provided in Section 3.5 of these Bylaws.

Section 3.9 Regular Meetings. The Board shall hold regular meetings at such time, date and location as may from time to time be determined by the Directors, one of which regular meeting shall be the District's annual meeting, which shall be held on such days and at such times as shall be fixed from time to time by the Chairman or at such other time or place as may be agreed by a majority of the Board.

Section 3.10 Special Meetings. The Chairman or any two (2) Directors may call special meetings of the Board and may fix the time and place of the holding of such meetings, which shall be held for the purpose of transacting any business designated in the notice of the special meeting, or as permitted by Section 3.8.

Section 3.11 Notices.

A. **Notice to Directors.**

(1) **Annual and Regular Meetings.** Written or printed notices of meetings of the Board, whether specifically required by the CID Act, the Sunshine Law or any other Missouri statute regulating meetings of public governmental bodies, the definition of which includes the Board, shall be delivered personally, by mail, by electronic mail, or by fax to each Director at least twenty-four (24) hours prior to each scheduled meeting.

(2) **Special Meetings.** Notice of a special meeting shall be delivered personally, by mail, by electronic mail, or by fax to each Director at least two (2) days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the notice; however, if all of the Directors are present at a special meeting, any item of business, whether or not designated in the notice, may be transacted with their unanimous consent.

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

Notwithstanding any of the foregoing, the presence of any Director either in person or by electronic means (e.g., teleconference, telephone, video conference, web cast) shall be deemed as a waiver of any

objection to a lack of notice pursuant to this section, unless such presence is for the sole purpose of raising such objection and any Director may, by mail, fax or electronic mail, waive any notice required hereunder.

5. Notice to the Public Notice of the time, date and place of each meeting of the Board, its tentative agenda, and whether any portion of the meeting will be closed shall be given to the public at least twenty-four (24) hours in advance of the meeting time, exclusive of weekends and holidays, in a manner reasonably calculated to advise the public of the matters to be considered and in compliance with the Sunshine Law. If the Board proposes to hold a closed meeting, closed portion of a public meeting, or closed vote, the notice shall state the reason for holding such closed meeting, closed portion of a public meeting, or closed vote by reference to the specific exception allowed pursuant to the Sunshine Law.

Section 3.12 Special Circumstances. When it is necessary to hold a meeting of the Board on less than twenty-four (24) hours notice, at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying departure from the normal requirements shall be stated at the beginning of the meeting and records in the minutes.

Section 3.13 Quorum. A majority of the members of Directors serving at the time of any meeting shall constitute a quorum for the transaction of business at such meeting. If a quorum shall not be present at any such meeting, a majority of the Directors then present shall have the power to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

Section 3.14 Procedural Rules and Action. All meetings and proceedings of the District shall be in accordance with Robert's Rules of Order, except as otherwise directed by these Bylaws. The concurrence of the majority of the Directors present in any meeting at which a quorum is present shall bind the District.

Section 3.15 Telephone/Electronic Participation in Meetings. To the extent permitted by the Sunshine Law, Directors may participate in any Board meeting by telephone or other electronic means so long as all persons participating in the meeting can hear one another, and a location has been identified in the notice of the meeting at which members of the public shall be allowed to observe and attend the public meeting so that the requirements of the Sunshine Law are met. Participation by a Director in Board meetings by telephone or other electronic means shall constitute the Director's presence in person at the meeting and any Director participating in this manner shall be entitled to vote and will count for the purpose of determining whether a quorum is present.

Section 3.16 Manner of Voting. Votes by the Board shall be by voice vote unless the presiding officer shall direct or any Director shall demand a vote by roll call or by ballot, provided, however, that any votes taken during a closed meeting shall be taken by roll call. In the case of an abstention or a nay vote, the Director so abstaining or voting nay may be identified in the minutes of such meeting.

Section 3.17 Compensation. No Director shall receive compensation from the District for any services performed; provided, however, upon approval of the Board, Directors may receive reimbursement of actual and necessary expenses incurred by them on behalf of the District.

Article IV: Officers

Section 4.1 Officers. The officers of the District shall consist of Chairman, Vice Chairman, Secretary, Treasurer, and such other offices as may from time to time be established by the Board. One or more offices may be filled by the same person.

Section 4.2 Election and Term of Office. At the meeting of the Board at which these Bylaws are adopted, the Board shall elect a Chairman, Vice Chairman, Secretary and Treasurer, who shall serve until such time as a new officer is elected by the Board. Such election shall occur upon the motion of any Director at or prior to any regular or special meeting, provided that, in the event no such election is called or conducted, all previously elected officers shall continue to hold their respective offices and the annual election shall be held as soon thereafter as convenient to the Board. Any officer duly elected may succeed himself. Each officer shall hold office until his successor shall be elected and qualified or until his death, resignation or removal as provided by these Bylaws. Other than the Chairman and Vice Chairman, no officer need be a member of the Board.

Section 4.3 Removal. Any officer or agent elected or appointed by the Board may be removed by it whenever, in its judgment, the best interests of the District will be served thereby. If for any reason any officer who is also a Director ceases to be a Director, then such officer shall be deemed automatically removed office in the District.

Section 4.4 Vacancies. A vacancy in any office for any reason shall be filled by the Board at any meeting for the unexpired portion of the term of such officer.

Section 4.5 General Powers. The officers of the District shall have such powers as are usual and proper in the case of, and incident to, such offices, except insofar as such power and control is limited by these Bylaws, the Petition, by resolution of the Board or by the CID Act.

Section 4.6 Presiding Officer. The Chairman shall preside at all Board meetings, and in his absence, the Vice Chairman shall preside and in the absence of both, the Secretary shall preside.

Section 4.7 Duties of Officers.

A. Chairman. The Chairman shall have the following duties and powers:

(1) To execute contracts, agreements or other documents to the extent such documents are authorized by the Board.

(2) To direct and manage the day-to-day affairs of the District including, but not limited to, the conduct, management, hiring or termination of any employees, experts, consultants or professionals; and

(3) To perform any and all tasks necessary or incidental to the office of the Chairman or the effective management of the District.

B. Vice Chairman. The Vice Chairman shall have the following duties and powers:

(1) To assist, advise and consult with the Chairman as to the management of the day-to-day affairs of the District, and to carry out such management including but not limited to, the conduct, management, hiring or termination of any employees, experts, consultants or professionals;

(2) To execute contracts, agreements or other documents to the extent authorized by the Board;

(3) To perform any and all tasks necessary or incidental to the office of the Vice Chairman or the effective management of the District, and

(4) To perform the duties and carry out the powers of the Chairman when the Chairman is unavailable.

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

(1) Keep the minutes for the meetings of the Board as provided by law in one or more books provided for that purpose;

(2) Assure that all notices are properly given, in accordance with these Bylaws, the CID Act and as required by law;

(3) Be custodian of the seal of the District, if any;

(4) When necessary, assure that the seal of the District, if any, is affixed to all documents duly authorized for execution under seal on behalf of the District;

(5) Maintain the address and telephone number of each Director whose address and telephone number shall be furnished to the Secretary by such Director;

(6) Perform all duties incidental to the office of Secretary and such other duties as may be assigned to the Secretary by the Chairman or the Board; and

(7) Exercise such other duties as are from time to time delegated by the Board by resolution.

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

(1) Cause all money paid to the District from all sources whatsoever to be properly received;

(2) Cause all funds of the District to be deposited in such banks, trust companies or other depositories as shall be selected by the Board;

(3) Authorize, pursuant to Board direction, all orders and checks for the payment of money and shall cause the District's money to be paid out as directed by the Board;

(4) Assure that regular books of accounts are kept showing receipts and expenditures, and render to the Board, at each regular meeting (or more often when requested) an account of the District's transactions and also of the financial condition of the District;

(5) Perform all duties incidental to the office of Treasurer and such other duties as may be assigned to the Treasurer by the Chairman or the Board; and

(6) If required by the Board, the Treasurer shall give bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. The costs, if any, of such bonds shall be paid by the District.

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

Section 4.8 Compensation. No officer who is a member of the Board shall receive any salary or other compensation for services rendered unless the same shall first be set by the Board and is in accordance with the CID Act or any other applicable law, provided that officers may be reimbursed for reimbursable and necessary expenses incurred on behalf of the District.

Section 4.9 Employees and Independent Contractors. The District may employ, or contract with any service provider for the services of technical experts and such other officers, agents and employees, permanent and temporary, as the District may require, and shall determine their qualifications and duties and, if they are employees of the District, their compensation. For such legal services as it may require, the District may retain its own counsel. The District may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

Section 4.10 Executive Director. The District may employ an Executive Director to serve as the agent of the District to carry out and administer all administrative and contractual obligations of the District, including but not limited to, preparing and submitting the annual report pursuant to the CID Act and executing all other day-to-day functions of the District. The Executive Director may serve with or without compensation as the Board may determine, provided that the Executive Director shall be reimbursed for all reasonable and necessary expenses it claims.

Article V: Contracts, Checks and Deposits

Section 5.1 Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District, and such District may be general or confined to specific instances. 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.

Section 5.2 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the District shall require one signature, such signature being that of the Chairman, the Vice Chairman, the Secretary or the Treasurer, or such other officers, agent or agents of the District as shall from time to time be determined by resolution of the Board.

Section 5.3 Deposits. All funds of the District not otherwise employed shall be deposited from time to time to the credit of the District in such bank, trust companies or other depositories as the Board may select. The District shall not make any loan to any Director or officer of the District.

Article VI: Fiscal Year

The fiscal year of the District shall end on the same day as the last day of the fiscal year of the City pursuant to the CID Act. As of the execution of these Bylaws, the fiscal year of the City is May 1 – April 30.

Article VII: Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, waiver thereof in writing signed by the person(s) entitled to such notice, whether before or after the times stated therein, shall be deemed equivalent to the giving of such notice. Furthermore, attendance at any meeting shall be deemed equivalent to the giving of such notice.

Article VIII: Committees

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

Article IX: Amendments

From time to time these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board provided that no alteration, amendment or change shall be made without the affirmative vote of a majority of the total number of Directors voting.

Article X: Annual Report and Audit

The Board shall have prepared and file annual reports as required by the CID Act or any other applicable law, and shall provide for the annual independent audits of the accounts of the District as may be required by law or as it otherwise deems necessary.

Article XI: Indemnification

Section 11.1 Indemnification. Each person (and heirs and legal representatives of such person) who serves or has served as a Director, officer or employee of the District shall be indemnified by the District against all liability and reasonable expense, including but not limited to, attorneys' fees and disbursements and amounts of judgment, fines or penalties, incurred by or imposed upon him/her in connection with any claim, action, suit or proceeding, actual or threatened, whether civil, criminal, administrative or investigative, and appeals in which he/she may become involved as a party or otherwise by reason of acts or omissions in his/her capacity as and while a Director, officer or employee of the District, provided that such person is wholly successful with respect thereto, unless the Board of Directors of the District, in its discretion, shall determine that such persons did not meet the standard of conduct required by these Bylaws.

The term "wholly successful" shall mean termination of any claim, action, suit or proceedings against such person without any finding of liability or guilt against him/her and without any settlement by payment, promise or undertaking by or for such person or the expiration of a reasonable period of time after the making of any claim or threat without action, suit or proceeding having been brought and without any settlement by payment, promise or undertaking by or for such person.

The standard of conduct required shall be that such person acted in good faith for a purpose which he/she reasonably believed to be in the best interest of the District, and that he/she, in addition, in any criminal action or proceeding, had no reasonable cause to believe his/her conduct to be unlawful.

Should indemnification be required under these Bylaws with respect to any claim, action, suit or other proceeding where the person seeking indemnification has not been wholly successful, such indemnification may be made only upon the prior determination by a resolution of a majority of those members of the Board of Directors who are not involved in the claim, action, suit or other proceeding, that such person met the standard of conduct required, or, in the discretion of the Board of Directors, upon the prior determination by non-employee legal counsel, in written opinion, that such person has met such standard and, where a settlement is involved, that the amount of the settlement is reasonable.

Indemnification under these Bylaws shall not include any amount payable by such person to the District in satisfaction of any judgment or settlement, and indemnification shall be reduced by the amount of any such judgment or settlement.

The termination of any claim, action, suit or other proceeding, by judgment, order, settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not of itself create a presumption that such person did not meet the standard of conduct required.

Expenses incurred which are subject to indemnification may be advanced by the District prior to final disposition of the claim, action, suit or other proceeding upon receipt of any undertaking acceptable to the District by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he/she is entitled to indemnification.

The right of indemnification shall be in addition to other rights to which those to be indemnified may otherwise be entitled by agreement, operation of law or otherwise and shall be available whether or not the claim asserted against such person is based upon matters which antedate the adoption of these Bylaws. If any word, clause or provision of these Bylaws or any indemnification made under these Bylaws shall for any reason be determined to be invalid, the other provisions of these Bylaws shall not be affected but shall remain in full force and effect.

Section 11.2 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.

End of Document

RESOLUTION NO. 2021-14

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING BANK ACCOUNT AT BMO HARRIS BANK; DESIGNATING AUTHORIZED SIGNATORIES; AND AUTHORIZING ACTIONS RELATED THERETO

Adopted November 19, 2021

WHEREAS, by Ordinance No. 130204, adopted on March 28, 2013, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended ("CID Act"), the City Council of the City of Kansas City, Missouri ("City") approved the Petition for Establishment of the 5050 Main Community Improvement District ("Petition"), thereby creating the 5050 Main Community Improvement District ("District");

WHEREAS, the qualified voters under the CID Act approved a one percent (1.0%) sales and use tax ("Sales Tax") for a period of twenty-eight (28) years. The Sales Tax became effective on January 1, 2015, and is scheduled to expire on December 31, 2042; and

WHEREAS, the Board of Directors desires to open an account at BMO Harris Bank ("Bank") for the deposit of Sales Tax revenue and other funds of the District and for the payment of District operating and project costs; and

WHEREAS, to facilitate the opening of an account at the Bank, the Board of Directors desires to designate authorized signatories;

THEREFORE, BE IT RESOLVED, that the Board of Directors of the 5050 Main Community Improvement District authorizes and approves opening an account in the District's name at the Bank; and

FURTHER RESOLVED, that the following persons are authorized as signatories on the account and are further authorized to sign checks, drafts, withdrawal slips, and any other orders for payment of money, whether by paper, electronic, or any other means relating to the account that are eligible for payment under the CID Act:

Leah FitzGerald
Jeff Stingley
Nicole Chrosilo
Meagan Salle
Tony Chavez

FURTHER RESOLVED, that the appropriate officers are authorized and directed to execute, for and on behalf of the District, such applications, certificates, agreements, resolutions, or other documents as Bank may require that are consistent with the intent of this Resolution, and that execution of same shall be conclusive evidence of such officer's approval of the terms and conditions thereof. This resolution shall take effect immediately.

APPROVED:



Leah FitzGerald, Chairperson

ATTEST:



Becky Ziegler, Secretary

RESOLUTION NO. 2021-15

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT APPROVING ENGAGEMENT LETTER FOR LEGAL SERVICES TO THE DISTRICT; AND AUTHORIZING ACTIONS RELATED THERETO.

Adopted November 19, 2021

WHEREAS, by Ordinance No. 130204, adopted on March 28, 2013, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended, the City Council of the City of Kansas City, Missouri approved the Petition for Establishment of the 5050 Main Community Improvement District, thereby creating the 5050 Main Community Improvement District ("District"); and

WHEREAS, the Board of Directors desires to engage Rouse Frets White Goss Gentile Rhodes, P.C. as legal counsel to the District and to provide general counsel legal services to the District.

THEREFORE, BE IT RESOLVED, that the Board of Directors of the 5050 Main Community Improvement District, as follows:

1. The engagement letter for legal services from Rouse Frets White Goss Gentile Rhodes, P.C. is approved in substantially the form attached as Exhibit A.
2. Each of the Chairperson, Vice Chairperson, and Executive Director is authorized and directed to execute the engagement letter.
3. The officers of the Board of Directors are authorized to take all further actions necessary to carry out the purpose and intent of this resolution.
4. This resolution shall take effect immediately.

APPROVED:



Leah FitzGerald, Chairperson

ATTEST:



Becky Ziegler, Secretary

**ROUSE FRETS WHITE GOSS
GENTILE RHODES, P.C.**

BRIAN E. ENGEL
bengel@rousepc.com
816.502.4747

November 19, 2021

Board of Directors
5050 Main Community Improvement District
c/o Justus at Woodland Terrace, LLC
1398 N. Shadeland Avenue
Indianapolis, IN 46219

Re: Legal Engagement Letter / 5050 Main Community Improvement District

Dear Board of Directors:

This letter and the attached Terms of Representation which are incorporated herein (collectively, the "Agreement") confirms the terms upon which the law firm of Rouse Frets White Goss Gentile Rhodes, P.C. (referred to as "us" or the "Firm") has agreed to provide legal counsel to the 5050 Main Community Improvement District ("District").

In order to avoid misunderstandings, it is understood that in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other persons or entities, and thus our sole client for this engagement shall be the District.

This Agreement sets forth the representation and fee arrangements between the Firm and you for these services. We expect that our contact regarding this matter will be through you and we will keep you informed about the advice and other legal services we provide. Unless you advise us otherwise, we will send all bills to you. Thank you for giving us the opportunity to provide counsel to you concerning this matter.

Financial Arrangements

The amount of our fees will be based on our time spent in the matter and for expenses we incur relating to your file. I will be primarily assigned to your matter and my current hourly rate is \$315. Other lawyers and legal assistants will be assigned by the Firm to your matter as determined by the Firm. You agree that we may use such personnel as is appropriate in our professional judgment. In the event that we need the assistance of any paralegals or other lawyers in our firm, we will provide their services at their current standard rates. Rates range from \$180 to \$495 for lawyers and from \$120 to \$225 for paralegals. Our rates are applied to actual time worked, as measured in increments of one-tenth of an hour. Our rates typically are adjusted periodically, and adjusted rates will be applicable to any services provided after the effective date of the adjustment.

From time to time, you may ask us to make an estimate of the cost of completing all or part of your matter. Any estimates of fees that we may give are based on our judgment of the

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(33819/71334; 938538.)

circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees or costs we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

We encourage you to bring to our attention promptly any concerns you may have with respect to any services or charges. Such concerns should be directed to the attorney responsible for your representation or to our executive management. Termination of our services will not affect your obligation to pay for all services rendered.

Costs

We charge for costs incurred in connection with the rendering of services including, but not limited to, computerized legal research, copying and printing, mailing, delivery charges, recording fees, filing fees, service of process fees, transcript and deposition fees, travel expenses (including mileage), parking, expert witness fees and investigator fees. The Firm, at its option, may pay these expenses and obtain reimbursement from you, or we may request that you make arrangements for payment of such items directly with the party providing them or that you advance such costs to us on an estimated cost basis in addition to any retainer

Termination of or Withdrawal from Representation

You may terminate this Agreement at any time, by informing us of your decision to do so. Terminating this Agreement does not relieve you from responsibility for compensating us for services provided and paying the costs expended on your behalf before the termination as provided in this Agreement.

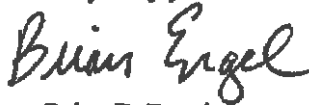
Circumstances also may permit or require our terminating this Agreement and withdrawing from the representation. The reasons may include breach of your duties and obligations under this Agreement, events or circumstances which would make our continued representation improper, or other circumstances which, under rules governing the conduct of attorneys, would require or permit our withdrawal. If permission for our withdrawal is required by the rules of court, we will request the court's permission, you will be notified of the request and you will be allowed an opportunity to object. If representation is terminated, we are entitled to be compensated as provided in this Agreement.

Unless previously terminated, our representation of you will terminate upon our completion of services and sending our final statement for services rendered. Unless the nature of the representation is ongoing, your engagement of us is to provide legal services in connection with a specific matter. After completion of a particular matter, changes may occur in laws or regulations which are applicable to clients and which could have an impact upon their future rights and liabilities. Unless you continue to engage us to provide additional or continuing advice, we will assume that we have no continuing obligation to advise you with respect to future legal developments.

5050 Main Community Improvement District
November 19, 2021
Page 3

We sincerely appreciate your request for our assistance and counsel on this matter and we look forward to working with you. Please acknowledge your agreement to these terms and your consent to our representation of you as described above by signing below and returning the signed copy to me at your earliest convenience, either by e-mail or U.S. Mail.

Very truly yours,



Brian E. Engel

BEE:sss
Enclosure

Approved: 5050 Main Community Improvement District

By 
Chairperson

Date: 11/19/21

TERMS OF REPRESENTATION

CONFIRMATION OF SERVICES

Rouse Frets White Goss Gentile Rhodes, P.C. is pleased to have this opportunity to serve you. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing and expenses, please advise the attorney sending you the letter.

The person or entity identified as the Client in this engagement is limited to those specifically stated in the accompanying engagement letter.

In the event that we are asked to provide additional services, we will confirm such engagement in writing. Absent specific modification, any additional services will be governed by the terms and conditions of this Agreement.

INVOICES AND TERMS OF PAYMENT

Our normal billing period is the calendar month, although interim billings may be provided when considered appropriate. After each billing period, we bill for our services and provide invoices setting forth a description of the work done, the associated charges, and the costs incurred. The total amount due in the bill is to be paid in full within 30 days of receipt. You agree to make timely payments on such basis. If a statement remains unpaid for more than 90 days, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees. You agree that in such an event, we have the right to withdraw as your attorneys from any matter or proceedings in which we may be engaged.

At this time, our firm does not charge late fees for late payments. However, we reserve the right to charge a late payment fee computed at the rate of 1% per month (1% per annum maximum) on any total amount due that is not timely paid by you. If the total amount due is not paid when due, the account will also be delinquent and, in addition to adding a late payment charge, we reserve the right to suspend performance of services. In the event the Firm decides to apply a late payment charge, we do not intend to imply that we agree to create a credit arrangement. Rather, the late payment charge permits us to be compensated for carrying an overdue account.

CLIENT COOPERATION

You agree to cooperate with us in connection with your representation and our legal services, including truthful and full disclosure of all relevant information to us upon request. You will make yourself and any documents, persons or things under your control available to us at reasonable times and places for such conferences, inspections, discussions and legal proceedings as may be necessary from time to time.

USE OF E-MAIL

At times we may communicate with you by e-mail to ensure efficient and timely consideration of matters related to the representation. There is some risk that e-mail, like other forms of communication, may not be kept confidential. One risk is the remote possibility that an e-mail

{33819 / 71334; 938558. }

message may be deliberately intercepted by a third party as it is traveling on the Internet. You should also be aware that e-mail may be available to third parties, including network administrators, who have access to our computer terminals, as well as to other individuals who have or obtain access to our computer's storage memory or our Internet e-mail account. Although we believe the use of e-mail poses no greater risk of interception than use of more traditional methods like mail, telephone and telecopy, if you do not authorize us to use e-mail to discuss our representation, including confidential matters relating to that representation, please advise us immediately. Your signature on this Agreement acts as consent to use e-mail to communicate with you about all matters.

ATTORNEY-CLIENT PRIVILEGE AND CONFIDENTIAL COMMUNICATIONS

Generally, communications between you and the Firm are confidential. Further, such communications may be protected by the attorney-client privilege. The attorney-client privilege is a legal privilege that provides that communications between a client and attorney, for the purposes of legal advice, are confidential communications. The privilege may be lost if the communication is shared with a third party. The Firm advises you to keep all communications between you and the Firm confidential. The Firm advises you not to forward to any third party written correspondence (including, but not limited to e-mails, facsimiles, letters, and reports) that you send to or receive from the Firm. The Firm also advises you not to discuss conversations between you and the Firm with any third party. The Firm further advises you not to discuss attorney-client privileged matters in the presence of other individuals. In the event you believe that communications with our Firm should be shared with a third party, the Firm requests that you consult with the attorney that signed this engagement letter before taking any action.

TAX ADVICE DISCLAIMER

Your legal matters which are the subject of our engagement (whether they involve litigation or are transactional in nature) directly or indirectly may have federal, state or local income tax implications or consequences to you (including, but not limited to, the tax deductibility of our fees) even though the legal services you request us to provide do not expressly involve a request for tax advice. Due to the inherent complex nature of tax issues and how such issues may be related to individual circumstances, we do not undertake to provide or render tax advice on any matter, and have no implied obligation to do so (even if we have previously provided tax advice to you on other specific matters) unless it is the explicit purpose of the representation or unless you expressly ask us to provide such advice and we expressly agree to give it. In the event that, at your request, we obtain tax advice from an outside tax firm or tax lawyer, you agree to pay such fees as may be charged by such tax firm or tax lawyer. Otherwise, we will assume that your own individual tax advisor(s) will provide all tax advice to you as you may require under the circumstances, even if we have previously provided tax advice on other specific matters. If tax advice is the express purpose of our representation of you and we expressly agree that we will provide tax advice related to a specific matter, your full cooperation in supplying any personal or other information we may need is required.

NO GUARANTY OF RESULT

You acknowledge that we have made no representations or guarantees as to what result can be obtained in pursuing the representation or as to the successful conclusion of this matter, and that no specific outcome is or can be guaranteed or assured.

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DOCUMENT RETENTION POLICY

You are entitled, upon written request, to any files in our possession relating to the legal services performed by us for you in this matter, excluding our internal accounting records and other documents not reasonably necessary to your representation, and subject to our right to make copies of any files withdrawn by you. Our record retention policy is matter specific. Under our document retention policy, we normally destroy this type of legal file (6) years after the matter is closed or as required by the then applicable Bar's Rules of Professional Conduct, unless you affirmatively make other arrangement with us.

If, at your request, we retain your client file beyond its normal period of retention, such longer storage will be at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client file after the retention period.

By executing the accompanying letter, you affirm your informed consent that we may elect at any time to deliver to you any file in our possession relating to the legal services performed by us for you, and upon delivering the file to you, our obligation to retain said file shall cease.

COLLECTION

If we are not paid, we may institute a collection action to recover our fees, and, additionally, shall be entitled to recover reasonable attorneys' fees and actual costs connected with such action. We may elect to use our own personnel in the collection action. Prompt payment will avoid institution of a collection action.

The fee arrangements set forth above shall be considered in all respects a Missouri contract governed by the laws of the State of Missouri, and all disputes shall be resolved in either the county court or district court, as appropriate, in Kansas City, Missouri. By execution of this Agreement, the parties signing the accompanying letter acknowledge and represent reading, understanding and agreeing to all provisions set forth in this Agreement.

GOAL OF THE FIRM

The goal of the Firm is to provide the highest quality legal services in a timely manner with an unparalleled emphasis on client service. We trust you will find that we are not only available and responsive, but that we will also work diligently to meet your needs and deadlines. Accordingly, let us encourage you to contact, at any time, the attorney who signed the accompanying letter, or any other person working on this matter.

QUESTIONS OR ADDITIONAL INFORMATION

We hope this explanation will be helpful to you and we invite you to feel free to discuss any concern with us at any time or to inquire at any time about the fees or costs incurred. It is extremely important that we proceed so that we both have a clear and satisfactory understanding about the work to be performed. We will strive to keep you fully informed during the course of this engagement and anticipate that you, likewise, will keep us informed of pertinent developments.

ACCEPTANCE OF TERMS OF REPRESENTATION

If these Terms of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file, either by e-mail or U.S. Mail.

RESOLUTION NO. 2022-01

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS OF 5050 MAIN COMMUNITY IMPROVEMENT DISTRICT ADOPTING ITS PROPOSED BUDGET FOR FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023

Adopted January 25, 2022

WHEREAS, by Ordinance No. 130204, adopted on March 28, 2013, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended, the City Council of the City of Kansas City, Missouri approved the Petition for Establishment of the 5050 Main Community Improvement District, thereby creating the 5050 Main Community Improvement District ("District"); and

WHEREAS, in conformance with its obligations and powers pursuant to RSMo §§67.1401 *et seq.*, the District shall approve an annual budget for its fiscal year beginning May 1, 2022 and ending April 30, 2023;

THEREFORE, BE IT RESOLVED THAT:

1. The proposed annual budget for fiscal year beginning May 1, 2022 and ending April 30, 2023, in substantially the form attached hereto, is approved.
2. Counsel shall submit the proposed Budget to the City of Kansas City, MO ("City"), pursuant to RSMo §67.1471(2).
3. The Board will consider any written comments received from City to the proposed budget and make amendments if necessary. If no written comments from the City are received the action taken by this resolution shall be final.

APPROVED:



Leah FitzGerald, Chairperson

ATTEST:



Becky Ziegler, Secretary

THE 6050 MAIN COMMUNITY IMPROVEMENT DISTRICT

BUDGET - FISCAL YEAR ENDING APRIL 30, 2023

	FY 2022-2023 Budget	
REVENUE		
Advances from Developer	\$	88,683
CID Sales Tax Revenues	\$	39,541
TOTAL REVENUES	\$	126,124
EXPENDITURES		
Administrative		
Management Fee	\$	-
Legal Fees	\$	8,000
Administrative, Accounting & Audit Fees	\$	1,000
Insurance Costs	\$	1,000
Services		
Ongoing Services	\$	-
Onsite Capital Improvements		
Electrical Utility Relocation	\$	-
Telecom & Cable Relocation	\$	-
Sewer Relocation	\$	-
Stormwater Detention	\$	-
New Street Lights	\$	-
New Streetscape/Sidewalks/Landscaping	\$	-
Street Repairs	\$	-
Intersection Improvements	\$	-
Environmental Abatement	\$	-
Other		
Developer Reimbursement	\$	-
Interest Carry on Developer Advances	\$	116,124
TOTAL EXPENDITURES	\$	126,124
EXCESS OF REVENUES OVER EXPENDITURES	\$	0

General Notes

The District is obligated to repay Developer's advances in the approximate amount of \$1,631,340, which includes start up and formation costs in the amount of \$50,000. Interest payments are calculated at 6% annually for any unreimbursed Developer advances.

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022:02

Selecting Slate of Successor Directors and Related Actions
Adopted April 28, 2022

WHEREAS, by Ordinance No. 130204, adopted on March 28, 2013, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended ("Act"), the City Council of the City of Kansas City MO approved the Petition for Establishment of the 5050 Main Community Improvement District ("Petition"), thereby creating the 5050 Main Community Improvement District ("District"); and

WHEREAS, pursuant to the Petition, directors shall be appointed by the Mayor of Kansas City with the consent of the City Council; and

WHEREAS, the current appointed directors are:

1. Leah FitzGerald -- four-year term expiring in 2024
2. Jeff Stingley -- four-year term expiring in 2024
3. Phillip Sharples -- four-year term expiring in 2024
4. Vacancy -- two-year term expiring in 2022
5. Vacancy -- two-year term expiring in 2022

WHEREAS, the District desires to submit to the City Clerk for appointment by the Mayor of Independence with the consent of the City Council the following slate of successor directors:

1. Daniel Christopher
2. Alexandra Rosell

WHEREAS, each successor directors shall serve a four-year term expiring in 2026 or until a successor is appointed in accordance with the Petition;

THEREFORE, BE IT RESOLVED, that Daniel Christopher and Alexandra Rosell, constituting the slate of successor directors selected in accordance with the Petition is approved, each to serve a four-year term expiring in 2026; and

RESOLVED FURTHER, that the council is authorized and directed to submit the approved slate of the successor directors to the City Clerk and to follow the procedure for appointment by the Mayor with the consent of the City Council as set forth in the Petition. The appointed successor directors shall serve as members of the Board of Directors with all of the duties and powers as provided in the Petition and the District Bylaws.



Leah FitzGerald, Chairperson

ATTEST:


Becky Ziegler, Secretary

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

Resolution 202203

***Authorizing Preparation of Annual Report and Related Actions
Adopted April 28, 2022***

WHEREAS, by Ordinance No. 130204, adopted on March 28, 2013, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended ("Act"), the City Council of the City of Kansas City, Missouri ("City") approved the Petition for Establishment of the 5050 Main Community Improvement District ("Petition"), thereby creating the 5050 Main Community Improvement District ("District"); and

WHEREAS, Section 67.1471.4 of the Revised Statutes of Missouri requires the District to prepare an annual report ("Annual Report") providing, among other things, services provided, revenues collected, and expenditures made during the fiscal year fiscal year, and submit said Annual Report to the City and the Missouri Department of Economic Development ("DED");

THEREFORE, BE IT RESOLVED, that the District shall prepare and deliver an Annual Report for the fiscal year ending June 30, 2022, to the City and DED, subject to such changes, additions, or deletions as the officers of the District, with advice of counsel, may deem necessary or desirable; and

RESOLVED FURTHER, that the appropriate officers, collectively and individually, are authorized to take all actions necessary to carry out the actions contemplated by and the intent of this Resolution.



Leah FitzGerald, Chairperson

ATTEST:


Becky Ziegler, Secretary

5050 MAIN COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022-04

***Ratifying Lawful Actions of Directors and Officers
Adopted April 28, 2022***

WHEREAS, by Ordinance No. 130204, adopted on March 28, 2013, and pursuant to the Community Improvement District Act, Sections 67.1401 et seq., RSMo, as amended ("Act"), the City Council of the City of Kansas City, Missouri approved the Petition for Establishment of the 5050 Main Community Improvement District ("Petition"), thereby creating the 5050 Main Community Improvement District ("District"); and

WHEREAS, the officers of the District may take certain actions consistent with and in furtherance of the District's purpose, but were not expressly authorized by the Board; and

WHEREAS, the Board wishes to ratify, acknowledge, and approve such actions taken by or on behalf of the District not previously expressly approved by the Board and that are consistent with the powers of the officers under the Act;

THEREFORE, BE IT RESOLVED, that all actions taken by the officers of the District, by or on behalf of the District, which are consistent with their powers under the Act and which are in the furtherance of the projects proposed in the Petition, are hereby ratified, acknowledged, and accepted.



Leah FitzGerald, Chairperson

ATTEST:

Becky Ziegler

Becky Ziegler, Secretary

MISSOURI LOCAL GOVERNMENT FINANCIAL STATEMENT

1. Financial Statement Summary the Year Ended	for	Month	Year
		April	2022
2. Name of political subdivision	6050 Main Community Improvement District		
3. Political subdivision number	17-048-0037		
4. Name of county	Jackson		
5. Name of contact	6. Mailing address		
Brian E Engel, Esq.	4510 Belleview Ave Ste 300 Kansas City MO 64111		
7. Telephone number	8. Fax number	9. Email address	
816-753-9200	816-753-9201	bengel@rousepc.com	

10. List up to 3 funds (other than General Fund) in the order you want them to appear in the Local Government Financial Statement (omit the word "fund")

1. _____
2. _____
3. _____

The undersigned attests that this report is a true and accurate account of all financial transactions for the political subdivision listed above.

Preparer's name, title and date (required)

BRIAN E ENGEL, ESQ. (Legal Counsel)
Preparer's Name Title Date

INSTRUCTIONS FOR COMPLETING FINANCIAL REPORT FOR POLITICAL SUBDIVISIONS

Please mail the completed form to

State Auditor's Office
P.O. Box 888
Jefferson City, MO 65102

OR Email to localgovernment@auditor.mo.gov

Part I – FINANCIAL STATEMENT

A. Receipts (pages 3 and 4)

- Property Tax** – Include real, personal, and other property tax, but do not include any tax revenues which you collect as agent for another governmental entity.
- Sales Tax** – Include any and all sales taxes by fund and type. Municipalities in St. Louis County should report their share of the county sales tax.
- Amusement Sales Tax** – Taxes on admission tickets and on gross receipts of all or specified types of amusement businesses.
- Motor Fuel Tax** – Taxes on gasoline, diesel oil, aviation fuel, gasohol, "ethanol," and any other fuels used in motor vehicles or aircraft.
- Public Utilities Sales Tax** – Taxes imposed distinctively on public utilities, and measured by gross receipts, gross earnings, or units of service sold, either as a direct tax on consumers or as a percentage of gross receipts of utility.
- Tobacco Products Tax** – Taxes on tobacco products and synthetic cigars and cigarettes, including related products like cigarette tubes and paper.
- Hotel/Motel and Restaurant/Meals Tax** – Sales tax on hotel/motel and restaurant/meals.
- Alcoholic Beverages Licensing and Permit Taxes** – Licenses for manufacturing, importing, wholesaling, and retailing of alcoholic beverages.
- Amusements Licensing and Permit Taxes** – Licenses on amusement businesses generally and on specific types of amusement enterprises or devices.
- Motor Vehicles Licensing and Permit Taxes** – Licenses imposed on owners or operators of motor vehicles for the right to use public roads.
- Franchise Tax (Public Utilities Tax)** – Licenses distinctively imposed on public utilities, whether distinctively imposed on public utilities, whether privately or publicly owned.
- Occupation and Business Licensing and Permit Taxes** – Licenses required of persons engaged in particular professions, trades, or occupations.

Part I - FINANCIAL STATEMENT - Continued

13. **Other Licenses and Permit Fees** – License and inspections charges on buildings, animals, marriage, guns, etc.
14. **Intergovernmental Receipts** – Specify source of intergovernmental grants and monies received (federal, state or local).
16. **Charges for Services** – include fees and service revenue.
17. **Utility Receipts** – Gross receipts of any water, electric, gas, or transit systems operated by your government, from utility sales and charges.
18. **Interest Earned** – Interest earned from investments.
19. **Fines, Costs, and Forfeitures** – Receipts from penalties imposed for violations of law and civil penalties.
20. **Rents** – Revenues from temporary possession or use of government-owned buildings, land, and other properties.
21. **Donations** – Gifts of cash or securities from private individuals or corporations.
22. **Other Receipts and Transfers** – Include any other receipts that your political subdivision receives that would not be included in the above categories.

Sections B and C Disbursements – Should be broken down by function and/or object. Governments having multiple functions, (such as police, fire, etc.) or objects (salaries, supplies, etc.) should provide both (if available) and the totals of both should agree.

B. Disbursements By Function (pages 5 and 6) – List amounts on the line pertaining to the category or write in a category on one of the blank lines.

C. Disbursements By Object (pages 6 and 7) – List amounts on the line pertaining to the category or write in a category on one of the blank lines.

D. Statement Of Indebtedness (pages 7 and 8) – This section requests information on debt issued by your political subdivision. Debt outstanding at the beginning of the fiscal year, plus debt issued less debt retired should equal the debt outstanding at the end of the fiscal year. All types of debt (e.g., general obligation bonds, revenue bonds, leases, notes) should be reported here.

E. Interest on Debt – (page 8) – Amounts of interest paid, including any interest paid on short-term or non-guaranteed obligations as well as general obligations.

F. Statement of Assessed Valuation and Tax Rates (page 8) – The assessed valuation information, will be available from your county. The tax rate information will pertain to the tax rate set for the fiscal year reported.

Part II – FINANCIAL STATEMENT SUMMARY (page 9) – Five columns are provided, one for the total of all funds, one for your General Fund, and three for any other funds which you may have. If you have funds in addition to your General Fund, such as a Debt Service, Street, Water, or Sewer Fund, you need to insert the name of any such fund in the blanks provided. If you have more than three funds in addition to your General Fund, you will need to attach a separate page showing the additional funds.

The beginning balance of each fund, plus total receipts, less total disbursements should equal your ending balance. Total receipts for each fund should equal the total receipts shown on page 3. Total disbursements for each fund should equal the total disbursements shown on page 6.

Part III - TAX ABATEMENT SUMMARY (page 10) - Amounts from tax abatements resulting from an agreement between your political subdivision and individuals or entities in which your political subdivision has agreed to forgo tax revenues it otherwise would be entitled to in return for the individuals or entities taking a specific action after the agreement is entered into for economic development or other activities that benefit your political subdivision.

If you have any questions regarding the completion of this form, please feel free to call the Missouri State Auditor's Office, telephone (573) 751-4213.

NOTICE – State law requires political subdivisions to file a financial report with the State Auditor's Office each year pursuant to Section 105.145, RSMo, and 15 CSR 40-3.030.

Part 1 - FINANCIAL STATEMENT

5050 Main Community Improvement District

A. Receipts

FUNDS - Report in whole dollars

	TOTAL all funds	General Fund	Fund	Fund	Fund
1. Total property tax	\$ 0	\$	\$	\$	\$
2. Total sales tax	23,897	23,897			
3. Amusement sales tax	0				
4. Motor fuel tax	0				
5. Public utilities sales tax	0				
6. Tobacco products tax	0				
7. Hotel/Motel and restaurant/meals tax	0				
8. Alcoholic beverages licensing and permit taxes	0				
9. Amusement licensing and permit taxes	0				
10. Motor vehicles licensing and permit taxes	0				
11. Franchise tax (public utilities tax)	0				
12. Occupation and business licensing and permit taxes	0				
13. Other licenses and permit fees	0				
14. Intergovernmental receipts					
a.	0				
b.	0				
c.	0				
d.	0				
e.	0				
f.	0				
g.	0				
h.	0				
i. TOTAL Sum of lines 14a-h	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
15. SUBTOTAL Sum of items 1-14i	\$ 23,897	\$ 23,897	\$ 0	\$ 0	\$ 0

Part I - FINANCIAL STATEMENT - Continued

6050 Main Community Improvement District

A. Receipts - Continued

FUNDS - Report in whole dollars

	TOTAL all funds	General Fund	Fund	Fund	Fund
15. SUBTOTAL (from page 3)	\$ 23,897	\$ 23,897	\$ 0	\$ 0	\$ 0
16. Charges for Services					
a.	0				
b.	0				
c.	0				
d. TOTAL Sum of lines 16a-c	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
17. Utility receipts					
a.	0				
b.	0				
c.	0				
d.	0				
e. TOTAL Sum of lines 17a-d	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
18. Interest earned	0				
19. Fines, costs, and forfeitures	0				
20. Rents	0				
21. Donations	0				
22. Other receipts and transfers					
a. Use Tax	578	578			
b. Developer Advances (est)	52,827	52,827			
c. Interfund transfers	0				
d. TOTAL Sum of lines 22a-c	\$ 53,405	\$ 53,405	\$ 0	\$ 0	\$ 0
23. TOTAL RECEIPTS Sum of items 15 through 22d	\$ 77,302	\$ 77,302	\$ 0	\$ 0	\$ 0

PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 5

Part I - FINANCIAL STATEMENT - Continued

5050 Main Community Improvement District

B. Disbursements (by function)

FUNDS - Report in whole dollars

	TOTAL all funds	General Fund	Fund	Fund	Fund
1. Highways and streets	\$ 0	\$	\$	\$	\$
2. Financial administration	0				
3. Central administration	7,298	7,298			
4. Fire	0				
5. Parks and recreation	0				
6. Solid waste management	0				
7. Sewerage	0				
8. Water supply system	0				
9. Hospitals	0				
10. Health (other than hospital)	0				
11. Police	0				
12. Judicial and legal	0				
13. Correctional institutions	0				
14. Probation	0				
15. General public buildings	0				
16. Libraries	0				
17. Public welfare	0				
18. Protective inspection and regulation	0				
19. Housing and community development	0				
20. Economic development	0				
21. Natural resources	0				
22. Airports	0				
23. SUBTOTAL Sum of lines 1-22	\$ 7,298	\$ 7,298	\$ 0	\$ 0	\$ 0

Part I - FINANCIAL STATEMENT - Continued

5050 Main Community Improvement District

B. Disbursements (by function)
Continued

FUNDS - Report in whole dollars

	TOTAL all funds	FUND			
		General Fund	Fund	Fund	Fund
23. SUBTOTAL <i>(from page 5)</i>	\$ 7,298	\$ 7,298	\$ 0	\$ 0	\$ 0
24. Electric power system	0				
25. Parking facilities	0				
26. Gas supply system	0				
27. Transit or bus system	0				
28. Sea and inland port facilities	0				
29. Miscellaneous commercial activities	0				
30. Other - Specify					
Interest on Developer					
a. advances (est)	52,827	52,827			
b.	0				
c.	0				
31. Interfund transfers	0				
32. TOTAL DISBURSEMENTS <i>(by function)</i> Sum of Items 23-31	\$ 60,125	\$ 60,125	\$ 0	\$ 0	\$ 0
C. Disbursements (by object)					
1. Salaries	0				
2. Fringe benefits	0				
3. Operations	60,125	60,125			
4. SUBTOTAL Sum of Items C1-3	\$ 60,125	\$ 60,125	\$ 0	\$ 0	\$ 0

PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 7

Part I - FINANCIAL STATEMENT - Continued

5050 Main Community Improvement District

B. Disbursements (by object) - Continued

FUNDS - Report in whole dollars

	TOTAL all funds	FUND			
		General Fund	Fund	Fund	Fund
4. SUBTOTAL (from page 6)	\$ 60,125	\$ 60,125	\$ 0	\$ 0	\$ 0
5. Capital expenditures - Specify					
a. _____	0				
b. _____	0				
c. _____	0				
d. _____	0				
e. _____	0				
f. _____	0				
g. _____	0				
6. Interfund transfers - Specify					
a. _____	0				
b. _____	0				
7. TOTAL DISBURSEMENTS (by object) Sum of items 4-6b	\$ 60,125	\$ 60,125	\$ 0	\$ 0	\$ 0

D. Statement of Indebtedness

1. General obligation bonds

	FUNDS - Report in whole dollars			Outstanding End of Fiscal Year
	Outstanding Beginning of Fiscal Year	During Fiscal Year --		
		Issued	Retired	
a. _____				0
b. _____				0
c. _____				0

2. Revenue bonds

	FUNDS - Report in whole dollars			Outstanding End of Fiscal Year
	Outstanding Beginning of Fiscal Year	During Fiscal Year --		
		Issued	Retired	
a. _____				0
b. _____				0
c. _____				0

3. SUBTOTAL
Sum of items D1 and 2

	\$ 0	\$ 0	\$ 0	\$ 0
--	------	------	------	------

Part I - FINANCIAL STATEMENT - Continued

5060 Main Community Improvement District

D. Statement of Indebtedness
Continued

	FUNDS - Report in whole dollars			Outstanding End of Fiscal Year
	Outstanding Beginning of Fiscal Year	During Fiscal Year --		
		Issued	Retired	
3. SUBTOTAL (from page 7)	\$ 0	\$ 0	\$ 0	0
4. Other debt - Specify				
a. _____				0
b. _____				0
c. _____				0
5. Conduit debt				0
6. TOTAL STATEMENT OF INDEBTEDNESS Sum of Items 3-5	\$ 0	\$ 0	\$ 0	0

E. Interest on Debt

1. Interest on water supply system debt	\$ _____
2. Interest on electric power system debt	\$ _____
3. Interest on gas supply system debt	\$ _____
4. Interest on transit or bus system debt	\$ _____
5. Interest on all other debt	\$ _____

F. Statement of Assessed Valuation and Tax Rates

1. Real estate	\$ _____
2. Personal property	_____
3. State assessed railroad and utility	_____
TOTAL VALUATION	
4. Sum of Items F1-3	\$ _____ 0

Tax Rates Funds - Specify	Tax rate (per \$100)
1. Sales Tax	1.0000
2. Use Tax	1.0000
3.	_____
4.	_____
5.	_____
6.	_____

Part II - FINANCIAL STATEMENT SUMMARY

FUNDS - Report in whole dollars					
	TOTAL all funds	General Fund	Fund	Fund	Fund
A. Beginning balance	\$ 0	\$	\$	\$	\$
B. Total receipts	77,302	77,302	0	0	0
C. Total disbursements	60,125	60,125	0	0	0
D. Ending balance	\$ 17,177	\$ 17,177	0	0	0

NOTES

Please use this space to provide additional explanations if the space provided for any item was not sufficient. Be sure to reference the item number.

NOTE: The property in the District was sold in November, 2020 resulting in a change in control of the Board of Directors. The referenced estimated amounts are based on pro rata amounts for such categories as shown in the financial statement for FYE April 30, 2021