

In accordance with Sec. 67.1471.4 RSMo, Ord. 210565, and Sec. 74-304 City Code of Ordinances, the Annual Report for FYE 4/30/23 is as follows:

Section 1: General

1. Name of CID: Freight House Community Improvement District
2. CID formed: September 22, 2022 as a political subdivision by Ord. 220717 (Kansas City, MO)
3. Names/Contact Information of the governing board as of April 30, 2023:
Sean Kelley, skelley@azahner.com
Mandy Spears, mandys@jackstackbbq.com
Ivy Brock, ibrock@amctheatres.com
Nicholas Grunauer, ngrunauer@gmail.com
Peter Clothier, peteclo@gmail.com
Robin Gural, robing@jackstackbbq.com

Section 2: Purpose

Primary responsibility(s) of the CID, and the specific services provided during the previous fiscal year. The CID was formed for the purpose of facilitating development within the CID, paying costs of eligible services and 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. See attached MO Local Government Financial Statement FYE 4/30/23 sent to MO State Auditor and MO Dept of Revenue.
2. District's revenue was or will be used toward public infrastructure improvements, interior improvements, and other improvements and services as follows: The District's projects as set forth in its creation petition did not commence as of 4/30/23.

Section 4: Administrative

1. Resolutions adopted by governing board during fiscal year are attached.
2. Proposed Budget for FY 5/1/23-4/30/24 was ADOPTED 1/18/23 and submitted to KCMO, DOR and STATE AUDITOR 1/19/23.
3. The District did not exist at 4/30/22 so no Annual Report was submitted.

Preparer:

Aaron G. March, Esq., 4510 Belleview Ave., Ste 300 Kansas City MO 64111; 816-753-9200; amarch@rousepc.com

Report Submitted to:

- (1) Missouri Department of Economic Development – redvelopment@ded.mo.gov
- (2) KCMO City Clerk – Marilyn.senders@kcmo.org
- (3) Missouri Department of Revenue – localgov@dor.mo.gov
- (4) Missouri State Auditor – localgovernment@auditor.mo.gov

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Section 1: General

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2. CID formed: September 22, 2022 as a political subdivision by Ord. 220717 (Kansas City, MO)
3. Names/Contact Information of the governing board as of April 30, 2023:
Sean Kelley, 1300 E 9th St Kansas City MO 64106
Mandy Spears, 101 W 22nd St Kansas City MO 64108
Ivy Brock, 11500 Ash St, Leawood KS 66211
Nicholas Grunauer, 101 W 22nd St Kansas City MO 64108
Peter Clothier, 101 W 22nd St Kansas City MO 64108
Robln Gural, 101 W 22nd St Kansas City MO 64108

Section 2: Purpose

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Section 3: Financials

1. See attached MO Local Government Financial Statement FYE 4/30/23 sent to MO State Auditor and MO Dept of Revenue.
2. District's revenue was or will be used toward public infrastructure improvements, interior improvements, and other improvements and services as follows: The District's projects as set forth in its creation petition did not commence as of 4/30/23.

Section 4: Administrative

1. Resolutions adopted by governing board during fiscal year are attached.
2. Proposed Budget for FY 5/1/23-4/30/24 was submitted to KCMO on 1/19/23.
3. The District did not exist at 4/30/22 so no Annual Report was submitted.

Preparer:

Aaron G. March, Esq., 4510 Belleview Ave., Ste 300 Kansas City MO 64111; 816-753-9200; amarch@rousepc.com

Report Submitted to:

- (1) Missouri Department of Economic Development – redvelopment@ded.mo.gov
- (2) KCMO City Clerk – Marilyn.sanders@kcmo.org
- (3) Missouri Department of Revenue – localgov@dor.mo.gov
- (4) Missouri State Auditor – localgovernment@auditor.mo.gov

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022:01

Election and Appointment of Interim Directors

Adopted October 19, 2022

WHEREAS, by Ordinance No. 220717, adopted September 22, 2022, 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 the Creation of the Freight House Community Improvement District ("Petition") creating the Freight House Community Improvement District ("District"); and

WHEREAS, the following persons were named as the initial members of the Board of Directors ("Board") in the Petition:

<i>Nicholas Grunauer</i>	<i>term expiring 2026</i>
<i>Ivy Brock</i>	<i>term expiring 2026</i>
<i>Peter Clothier</i>	<i>term expiring 2026</i>
<i>Connor Dorman</i>	<i>term expiring 2024</i>
<i>Nathan Tilton</i>	<i>term expiring 2024</i>
<i>Sean Kelley</i>	<i>term expiring 2024</i>

WHEREAS, subsequent to the Petition's approval, two of the initial Board members are no longer eligible to serve; and

WHEREAS, in accordance with the CID Act, any vacancy to the Board shall be filled by the appointment of an interim director by the remaining Board members;

THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The following persons are appointed as interim directors, to fulfill existing unfulfilled terms:

Travis Carpenter (Nathan Tilton's term expiring in 2024)
Robin Gural (Connor Dorman's term expiring in 2024)

2. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.
3. This resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri and shall take effect and be in full force upon its passage.

APPROVED:



, Chairman

ATTEST:



, Secretary

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022:02

***Authorizing Compliance with Chapter 610 of the Revised Statutes of Missouri, as Amended
Adopted October 19, 2022***

WHEREAS, by Ordinance No. 220717, adopted September 22, 2022, 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 approved the Petition for the Creation of the Freight House Community Improvement District, creating the Freight House Community Improvement District ("District"); and

WHEREAS, the District acts in many respects as a public governmental body pursuant to the CID Act; and

WHEREAS, Section 610.023.1 of the Revised Statutes of Missouri, as amended ("RSMo"), provides that a public governmental body is to appoint a custodian to maintain that body's records and the identity and location of the custodian is to be made available upon request; and

WHEREAS, Section 610.026 RSMo sets forth that a public governmental body shall provide access to and, upon request, furnish copies of public records; and


WHEREAS, Section 610.028.2 RSMo provides that a public governmental body shall provide a reasonable written policy in compliance with Sections 610.010 to 610.030 RSMo, as amended (commonly referred to as the "Sunshine Law") regarding the release of information on any meeting, record, or vote; and

WHEREAS, Section 610.026.1 RSMo provides that fees for copying public records, except those records restricted under Section 32.091 RSMo, shall not exceed ten cents per page for a paper copy not larger than nine by fourteen inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body, provided that research time required for fulfilling records request may be charged at the actual cost of research time;

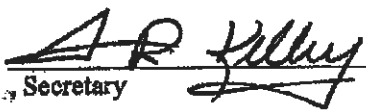
THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. Becky Ziegler is appointed custodian of records, located at 4510 Belleview Ave., Ste 300, Kansas City, MO 64111.
2. Said custodian shall respond to all requests for access to or copies of a public record within the time period provided by statute except in those circumstances authorized by statute.
3. Fees to be charged for access to or furnishing copies of records shall be in accordance with the Sunshine Law.
4. It is the public policy of the District that meetings, records, votes, actions, and deliberations of this body shall be open to the public unless otherwise provided by law.
5. The District shall comply with the Sunshine Law, as now existing or hereafter amended. A copy of the Sunshine Law in effect as of the date of this resolution is attached hereto and incorporated herein.
6. The form for any person or entity requesting records of the District shall be in the form set forth in the Sunshine Law.

7. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.
8. This resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri and shall take effect and be in full force upon its passage.

APPROVED:


Chairman

ATTEST:


Secretary

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022:03
Election of Officers
Adopted October 19, 2022

WHEREAS, by Ordinance No. 220717, adopted September 22, 2022, 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 the Creation of the Freight House Community Improvement District creating the Freight House Community Improvement District ("District"); and

WHEREAS, the Board of Directors ("Board") desires to elect and appoint a chairman, vice chairman, secretary, treasurer, and executive director (optional) to act as officers for and on behalf of the District; and

THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The following persons are hereby duly elected and appointed as the officers for the District and are authorized and directed to perform the duties and responsibilities as described in the District's Bylaws and to serve until their successors are duly elected and appointed:

Chairman: *Nicholas Brunauer*
Vice Chair: *TRAVIS CARPENTER*
Secretary: *Sean Kelley*
Treasurer: *Nicholas Brunauer*
Executive Director (optional): *Dan Clothier*

2. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.
3. This resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri and shall take effect and be in full force upon its passage.

APPROVED:



, Chairman

ATTEST:



, Secretary

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022:04

***Authorizing and Approving the Levy of a Sales Tax
Adopted October 19, 2022***

WHEREAS, by Ordinance No. 220717, adopted September 22, 2022 ("Ordinance"), 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 Council") approved the Petition for the Creation of the Freight House Community Improvement District ("Petition") creating the Freight House Community Improvement District ("District"); and

WHEREAS, pursuant to the powers granted under the CID Act, the Board of Directors ("Board") desires to levy a sales tax within the boundaries of the District to carry out the purposes of the District, subject to approval of qualified voters within the District.

THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The District hereby imposes a sales tax ("Sales Tax") at the maximum rate of one percent (1.0%) on all retail sales made in the District, subject to the limitations set forth in Section 67.1545, RSMo.
2. The Sales Tax shall remain in place for a period of twenty (20) years following the effective date of the Ordinance establishing the District, or for such earlier period to coincide with the termination of the District.
3. The Sales Tax is imposed for the purpose of providing funding for the services and improvements described in the Petition, specifically including: (a) capital improvements within the District and the maintenance thereof as permitted by the Act, including actions to remediate blighting conditions found to exist within the District's boundaries, which may include contracting with private property owners to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner and to spend District revenues or loan funds provided that the City Council determines that actions taken pursuant to any such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose; (b) cleaning and maintenance services to public areas within the District as permitted under the Act; (c) administration and operation of the District as permitted under the Act; and (d) further all other lawful services and improvements of the District under the Act and as authorized by the Petition and the Ordinance. These purposes shall be designated in the District's ballot of submission to its qualified voters to vote upon the Sales Tax.
4. This Resolution shall not become effective or adopted, and the Board shall not levy the Sales Tax, unless and until the Board submits to the District's qualified voters, by mail-in ballot, a proposal to authorize the Sales Tax, and a majority of the votes cast by the qualified voters on the Sales Tax are cast in favor of the Sales Tax.
5. The Sales Tax mail-in ballot shall be substantially in the following form:

Shall the Freight House Community Improvement District impose a community improvement district-wide sales tax at the maximum rate of one percent (1.0%) for a period of twenty (20) years from the effective date of the ordinance adopted by the City Council of the City of Kansas City, MO establishing the District in accordance with Community Improvement District Act, Section 67.1401 et seq., RSMo ("CID Act"), or for such earlier period to coincide with the termination of the District, for the purpose of providing funding for the services and improvements described in the Petition for the Creation of the District as approved by the City Council of the City of Kansas City, MO by Ord. No. 220717 dated September 22, 2022 ("Petition"), specifically including: (a) capital improvements and maintenance within the District as permitted by the Act; (b) maintenance and cleaning services to public areas within the District; (c) remediation of blighting conditions on private property within the District as permitted under the Act provided that the City Council first determines that the action to be taken is reasonably anticipated to remediate the blighting conditions and will serve a public purpose; (d) administration and operation of the District as permitted under the Act; and (e) further all other lawful purposes of the District under the Act and services authorized by the Petition?

[] YES [] NO

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

6. The appropriate officers and legal counsel of the District are hereby authorized and directed to take all measures necessary to implement the mail-in election regarding the Sales Tax, including but not limited to submitting a notice of election to the Jackson County Election Board of Election Commissioners and, if deemed necessary or desirable, filing a motion with the Jackson County Circuit Court for an order permitting late notification of an election, and any action taken by or on behalf of the District prior to the date of this Resolution in connection with such election is hereby ratified, approved, and confirmed.
7. Upon approval of the Sales Tax by the qualified voters in accordance with the Act, the Chairman and legal counsel of the District are hereby authorized and directed to notify the Department of Revenue regarding the Sales Tax. The Department of Revenue shall collect the Sales Tax adopted pursuant to Section 67.1545, RSMo, in accordance with the Act and Section 32.087, RSMo.
8. All revenue received by the District from the Sales Tax shall be deposited into a special trust fund and expended solely for the purposes described in Section 3 above.
9. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.

10. This resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri and shall take effect and be in full force upon its passage.

APPROVED



, Chairman

ATTEST:



, Secretary

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022:05

Authorizing and Approving Cooperative Agreement among Freight House Community Improvement District and the City of Kansas City, Missouri

Adopted October 19, 2022

WHEREAS, by Ordinance No. 220717, adopted September 22, 2022, 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 ("City") approved the Petition for the Creation of the Freight House Community Improvement District creating the Freight House Community Improvement District ("District"); and

WHEREAS, the District desires to enter into a Cooperative Agreement with the City, setting forth the parties' rights and obligations with respect to District operations and funding District improvements and services;

THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The Cooperative Agreement in substantially the form attached as Exhibit A is hereby authorized and approved; and
2. The appropriate officers of the District are authorized and directed to execute the Cooperative Agreement, for and on behalf of the District, subject to such changes, additions, or deletions that such officer, upon the advice of legal counsel, may deem necessary or desirable, and execution of the Cooperative Agreement by such officer on behalf of the District shall be conclusive evidence of such officer's approval thereof.
3. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.
4. This resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri and shall take effect and be in full force upon its passage.

APPROVED:



, Chairman

ATTEST:



, Secretary

EXHIBIT A

Cooperative Agreement

(see attached pages)

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") entered into as of this ___ day of _____, by and between the CITY OF KANSAS CITY, MISSOURI, ("City"), and the FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri ("District" or "CID").

WITNESSETH:

WHEREAS, the City Council of Kansas City, Missouri ("City Council"), did on September 22, 2022, pass Ordinance No. 220717 ("Ordinance"), which approved the District ("Petition"); and

WHEREAS, the District is required to have a fiscal year for purposes of maintaining financial records, which pursuant to law must be the same as the fiscal year of the City, which runs from May 1 through April 30 of each year ("Fiscal Year"); and

WHEREAS, the City is authorized in accordance with the provisions of the "Missouri Community Improvement District Act", Sections 67.1401, et seq. RSMo, as amended ("CID Act"), to review the District's annual budget;

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

ARTICLE 1: REPRESENTATIONS

Section 1.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to

comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 1.2. Representations by the City.

The City represents that:

- A. The City is duly organized and existing under the Constitution and laws of the State of Missouri.
- B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement.
- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreements to which the City is a party.
- D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE 2: REPORTING OBLIGATIONS OF DISTRICT

Section 2.1. Submission of Annual Budget by District.

- A. The District shall annually prepare or cause to be prepared a budget (the "Budget") for the upcoming Fiscal Year, which is consistent with the purposes of the District. The Budget shall be submitted to the City Clerk for submission to the Mayor and City Council for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. Not later than the first day of each Fiscal Year of the District, the board of directors of the District ("Board of Directors") shall adopt a Budget for the District for the ensuing budget year, with expected expenditures, revenue, and rates of assessments and taxes in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for the application of the District's safe tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.
- B. The District shall, if requested by the City, provide in written form or testimony information as to how the proposed Budget is consistent with the purposes of the District.
- C. The District shall prepare and submit to the City Clerk, the Missouri Department of Economic Development, the Department of Revenue, and the Missouri State Auditor an annual report ("Annual Report") within 120 days after the end of the then Fiscal Year stating the services provided, revenues collected and expenditures made by the District during the Fiscal Year, and copies of all written resolutions approved by the Board of Directors during the Fiscal Year.

D. The District shall, if requested by the City, provide testimony as to the actions represented in the Annual Report that are in furtherance of the purposes and priorities as set forth in the District's Petition.

ARTICLE 3: DEFAULTS AND REMEDIES

A. An event of default as specified in this Article ("Event of Default") shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying such failure.

B. If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action, or proceedings at law or in equity enforce its rights against the defaulting party and its officers, agents, and employees, and require and compel duties and obligations required by the provisions of this Agreement.

ARTICLE 4: MISCELLANEOUS

Section 4.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 4.2. Modification.

The terms, conditions, and provision of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City and the District. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 4.3. Jointly Drafted.

The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 4.4. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 4.5. Validity and Severability.

It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 4.6. Execution of Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written,

CITY

By: _____

Title: _____

APPROVED AS TO FORM:

Assistant City Attorney

**FREIGHT HOUSE COMMUNITY IMPROVEMENT
DISTRICT**

By: _____

Title: _____

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022:06
Approving Administrative Matters
Adopted October 19, 2022

WHEREAS, by Ordinance No. 220717, adopted September 22, 2022, 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 the Creation of the Freight House Community Improvement District creating the Freight House Community Improvement District ("District"); and

WHEREAS, the Board of Directors of the District ("Directors") desire to approve certain administrative matters relating to the operations of the District;

THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. Robert's Rules of Order is adopted for the conduct of all meetings of the Board of Directors.
2. Rouse Frets White Goss Gentile Rhodes, P.C. is selected as legal counsel for the District ("Counsel"), and the District is authorized to enter into an engagement letter with the Counsel upon terms and conditions mutually acceptable to the parties.
3. S E Cooper & Associates, PC is selected as certified public accountants for the District for preparation of annual financial statements and a qualified management representative of the business association within the District is selected to provide bookkeeping and other accounting services ("Accountants"), and the District is authorized to enter into an engagement letter with the Accountants upon terms and conditions mutually acceptable to the parties.
4. As required by RSMo §§67.1401 *et seq.*, the District's fiscal year shall be the same as the City, which at the time of the District's establishment is May 1 to April 30.
5. District's official address shall be Rouse Frets White Goss Gentile Rhodes, P.C., 4510 Belleview Avenue, Suite 300, Kansas City, MO 64111.
6. Counsel or appropriate officers of the District shall obtain a Federal Identification Number ("FEIN") from the Internal Revenue Service.
7. District shall be authorized to open one or more bank accounts in the name of the District.
8. Accountants shall be directed to prepare and submit to the Board an annual budget as required under the Act for the Board's review and approval.
9. District shall be authorized and directed to obtain quotes for the purchase of director's and officer's liability insurance.
10. Bylaws for the District shall be adopted in substantially the form attached as **EXHIBIT A**.
11. The District's policy regarding Sole Source Purchasing and Procurement of Professional Services is adopted in substantially the form attached as **Exhibit B**.

12. The District's Prevailing Wage and Work Procurement Policy is adopted in substantially the form attached as Exhibit C.
13. Records of the District shall be substantially maintained in accordance with the policies and standards promulgated by the State Records Commission of the State of Missouri.
14. The actions taken by or on behalf of the District prior to its formation and the actions taken by or on behalf of the District prior to the date of this Resolution in connection with implementation of the District's funding sources, including but not limited to any election or petition required for approval of such funding sources, are ratified, approved, and confirmed.
15. This resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri and shall take effect and be in full force upon its passage.

APPROVED



Chairman

ATTEST:



Secretary

EXHIBIT A

Bylaws

**FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT
BYLAWS
Adopted by the Board of Directors October 19, 2022**

Article I: Defined Terms

- Section 1.1 District. The Freight House 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 of Kansas City, MO by Ordinance No. 220717 passed September 22, 2022.
- 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 the Petition.
- Section 1.7 Operator. An owner of a business operating within the District or a legally authorized representative of such owner.
- Section 1.8 Owner. An owner of real property within the District or a legally authorized representative of such owner.
- Section 1.9 Petition. That certain Petition for the Creation of the Freight House Community Improvement District, as approved by the City through passage of Ordinance No. 220717.
- Section 1.10 Sunshine Law. Section 610.010 to 610.200, RSMo, governing meetings of public governmental bodies including the Board, as now or hereafter amended.
- Section 1.11 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 Belleview, 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. 220717.
- Section 3.2 Number. The Board shall consist of six (6) Directors.
- Section 3.3 Qualifications. Each Director shall meet the following requirements:
- A. Be at least 18 years of age;
 - B. Be a resident of the State of Missouri for at least one year prior to election to the Board;
- and

C. Be and must declare to be either (1) an owner of real property within the District ("Owner") or the authorized representative of an owner of real property within the District ("Owner Representative"). All Owner Representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

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, whichever occurs later. In the event for any reason a Director is not able to serve his/her full term ("Exiting Director"), any vacancy to the Board shall be filled by the appointment of an interim director ("Interim Director") as provided in the CID Act.

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 as provided in the Petition.

Section 3.6 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 3.7 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 3.6.

Section 3.8 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.

B. Notice to the Public Notice of the time, date, and place of each meeting of the Board, its tentative agenda, and whether any portion of the meeting will be closed shall be given to the public at least twenty-four (24) hours in advance of the meeting time, exclusive of weekends and holidays, in a manner reasonably calculated to advise the public of the matters to be considered and in compliance with the Sunshine Law. 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 3.9 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 3.10 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 3.11 Action. The concurrence of the majority of the Directors present in any meeting at which a quorum is present shall bind the District.

Section 3.12 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 3.13 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 3.14 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 officers 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.

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.

D. 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.

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.

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

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.

End of Document

EXHIBIT B

Sole Source Purchasing Policy and Procurement of Professional Services

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

**SOLE SOURCE PURCHASING POLICY AND
PROCUREMENT OF PROFESSIONAL SERVICES
Adopted by the Board of Directors October 19, 2022**

- A. SOLE SOURCE PURCHASING.** The District may determine that a single feasible procurement source for the purchase of supplies or contractual services exists based upon at least one (1) the following criteria:
1. Supplies or contractual services are proprietary and only available from the manufacturer or a single vendor; or
 2. It is determined that only one (1) vendor services the region; or
 3. When supplies or contractual services are available at a discount from a single vendor for a limited period of time; or
 4. When the purchase involves specialized consulting or technical services for a project with specific circumstances that require a unique combination of abilities or expertise to perform the services required; or
 5. When extraordinarily unique facts or special circumstances exist which will result in significant cost savings to the District.
- B. PROCUREMENT OF PROFESSIONAL SERVICES.** The policy of the District with respect to obtaining the services of architects, engineers, surveyors or other professionals ("Professionals") will be to endeavor to use the services of those Professionals who have experience with the property in the District and, to avoid unnecessary costs, in particular those Professionals who may have performed services related to the formation of the District, assuming that their rates and charges have been found to be reasonable. Where no such Professionals are available, the District will request statements of qualifications from at least two (2) firms in the particular discipline involved, and will negotiate with the most qualified and, if unable to reach an agreement on price, will then negotiate with the next most qualified and so on. The District will require a written agreement with the firm selected. In the event qualifications are requested, the District shall issue public notice on the worldwide web or in appropriate print media if the estimated contract costs exceed \$100,000. Sealed proposals/qualifications are required in this case. If the estimated contract does not exceed \$100,000, public notice and sealed proposals/qualifications are not required except if required by law.

End of Document

EXHIBIT C

Prevailing Wage and Work Procurement Policy

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT")

**PREVAILING WAGES AND PROCUREMENT OF WORK POLICY
Adopted by the Board of Directors October 19, 2022**

As a part of the contracting process for completion of projects approved in the District's Petition, the Board desires to establish policies governing the procurement of work and payment of prevailing wages as set forth below:

Section 1. The Board hereby states that all work for any public work, exclusive of maintenance, completed by or on behalf of the District will conform to the Missouri Prevailing Wages on Public Works Act, Sections 290.210 through 290.340, RSMo, as amended.

Section 2. The Board hereby establishes the following policies for the procurement of construction work and professional services in the design of the construction work:

A. Construction Contracts:

(1) *Solicitation Requirements:*

(a) The Board shall comply with any applicable public notice, bid requirement, and bid solicitation rules and regulations applicable under Missouri law.

(b) *Emergency Contracts.* If the Board determines there exists an imminent threat to public health, welfare, safety or essential operations of the District, contracts may be entered into without competitive bid or public notice.

(2) *Bid Security.* When a public construction contract is awarded, bid security in the amount of at least five percent of the bidder's price on the base bid shall be required. The security shall be in one of the following forms as determined by the Board: surety bond; letter of credit; cashier's check; certificate of deposit; or other form approved by the Board.

(a) *Forfeiture of Security.* If a bidder fails or refuses to execute the construction contract when requested by the Board, any bid security given to the District shall immediately become due and payable and forfeited to the District as liquidated damages.

(b) *Mistake in Bid Security.* Notwithstanding anything to the contrary, a bidder shall correct a mistake on a bid security submission when requested by the District. When such a mistake occurs and a bidder fails or refuses to correct the mistake or execute the contract when requested by the District, any bid security shall be forfeited to the District.

(3) *Required Submissions.* A bidder or any construction contract shall furnish the following to the District, within the time frames stated in the bid documents or within 14 calendar days after receiving notice of intent to contract from the District unless good cause is shown:

- (a) The bidder's federal employer identification number;
- (b) Bonds and insurance certificates as required in the bid documents;
- (c) Copies of all licenses required by the City to do the work;

(d) A copy of its certificate of corporate good standing from the Missouri Secretary of State or other evidence acceptable to the District.

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

(f) A statement that the bidder is current on payment of its:

(i) Federal income tax withholding; and

(ii) State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which bidder has its principal office.

(4) *Subcontractor Requirements.* Each contractor that has entered into a construction contract with the District shall obtain and retain in its contract files in accordance with the contract requirements the following documentation from any subcontractor:

(a) A copy of its certificate of corporate good standing from the Missouri Secretary of State or other evidence acceptable to the city;

(b) Copies of all licenses required by the contract documents;

(c) Evidence that it has in force general, automobile, and employer's and worker's compensation liability insurance in the amounts required by the contract documents;

(d) Evidence, which may be a copy of its most recent quarterly contribution and wage report, that is a participant in the state unemployment compensation fund;

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

B. Construction Management Services: Solicitations for any construction management services shall conform to Sections 8.675 to 8.687, RSMo.

C. Contract Award:

(1) Contracts shall be awarded to the lowest and best bidder or best proposer/qualifier. The District has the right to reject any and all bids or proposals.

(2) The Board may negotiate a revised bid with the apparent lowest and best bidder, including changes in bid requirements, price, scope, or quantity, on any contract except a construction contract bid if:

(a) The bid is more than the appropriation or relevant budget item for that project;
and

(b) It is not in the District's best interests to resolicit bids because of time or other circumstances.

(3) The Board may offer the apparent lowest and best bidders on a construction contract the option of performing the work for the engineer's estimate for the project with no changes to the bid requirements or scope of the project if the bid is not more than five percent higher than the engineer's estimate.

(4) If the Board rejects any or all bids or proposals, the Board may:

(a) Resolicit bids or proposals only from those bidders or proposers that submitted a bid or proposal pursuant to the original solicitation; and/or

(b) Use an expedited bid or proposal submission schedule with or without readvertising or issuing any other public notice when the Board determines that the delay from the normal solicitation procedure would not be in the District's best interests.

END OF DOCUMENT

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022:07

***Approve Reimbursement Agreement between Freight House
Community Improvement District and Freight House Condominium Association, Inc.
Adopted October 19, 2022***

WHEREAS, by Ordinance No. 220717, adopted September 22, 2022, 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 the Creation of the Freight House Community Improvement District creating the Freight House Community Improvement District ("District"); and

WHEREAS, Freight House Condominium Association, Inc., a Missouri nonprofit corporation (^{ASSOCIATION} "Developer"), has advanced, and agrees to hereafter advance, funds for the establishment and operation of the District and funds for implementation of the purposes for which the District was established pursuant to the terms and conditions of the Reimbursement Agreement attached hereto as Exhibit A ("Reimbursement Agreement"); and

WHEREAS, by entering into the Reimbursement Agreement, the ^{ASSOCIATION} Developer acknowledges that the District does not currently have a source of funds to finance its administrative and operational costs; and

WHEREAS, upon approval of the District's sales tax ("Sales Tax") in accordance with the Act, the District agrees to reimburse to the ^{ASSOCIATION} Developer funds advanced by the Developer in connection with the establishment and operation of the District from revenue generated by the Sales Tax, subject to annual appropriation, as provided in the Reimbursement Agreement; and

WHEREAS, pursuant to its powers under the CID Act, the Directors have determined that it is in the best interest of the District to approve and authorize the execution of the Reimbursement Agreement;

THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The Reimbursement Agreement substantially in the form attached as Exhibit A is approved; and
2. The appropriate officers of the District are authorized and directed to execute and deliver the Reimbursement Agreement for and on behalf of the District, subject to such changes, additions, or deletions that such officer, upon the advice of legal counsel, may deem necessary or desirable and execution of the Reimbursement Agreement by such officer for and on behalf of the District shall be conclusive evidence of such officer's approval thereof.
3. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.
4. This resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri and shall take effect and be in full force upon its passage.

APPROVED:



, Chairman

ATTEST:



, Secretary

EXHIBIT A
Developer Reimbursement Agreement

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into effective as of _____, 2022 by and between FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT ("District"), a political subdivision of the State of Missouri, and FREIGHT HOUSE CONDOMINIUM ASSOCIATION, INC., a Missouri nonprofit corporation ("Association").

RECITALS

- A. By Ordinance No. 220717 ("Ordinance") of the City Council of the City of Kansas City, Missouri ("City") adopted September 22, 2022, District was established for the purpose of providing funding for certain improvements and services within the District as described in the Petition for the Creation of the District ("Petition") and as permitted by the Community Improvement District Act, Section 67.1401 et seq., RSMo, as amended (collectively, "District Purposes").
- B. District shall provide revenues to fund the District Purposes through the imposition of a community improvement district sales tax at a rate not to exceed one percent (1%) for a period of twenty (20) years following the effective date of the Ordinance establishing the District, or for such shorter or longer period to coincide with the termination of the District ("CID Sales Tax").
- C. Association has advanced, and shall hereafter advance, funds for the establishment and operation of the District and funds for implementation of the District Purposes.
- D. District and Association desire to provide for reimbursement to Association of costs and expenses actually paid and incurred by Association in connection with the establishment and operation of the District and the implementation of the District Purposes ("District Costs"), but only to the extent that the District Costs are not otherwise reimbursed to the Association and there are otherwise sufficient unencumbered funds of the District to pay District Costs.

Therefore, in consideration of mutual promises and covenants, and for good and valuable consideration, receipt of which is hereby acknowledged, the District and Association agree as follows:

1. The parties acknowledge that District Costs include costs actually paid and incurred by the Association both before and after the formation of the District, it being understood that the Association shall fund future costs as necessary to operate the District and implement the District Purposes to the extent that revenue designated from the CID Sales Tax to pay such costs is insufficient. The parties further acknowledge that the Association's obligation to fund future District Costs is intended to maximize the District revenue available to pay debt service on bonds that may be issued or loans obtained in connection with the District Purposes and to otherwise cover shortfalls in District revenue.
2. Association shall submit to the District true, complete, and accurate statements of District Costs incurred.
3. District shall review all statements of District Costs. Based on such review, District shall approve for reimbursement all District Costs actually paid or incurred by Association and properly chargeable to the establishment, maintenance, and operation of the District and to the implementation of District Purposes.
4. All District Costs approved for payment by the District shall accrue interest at the prime rate as reported by the *Wall Street Journal*, plus two percent (2%) per annum, adjusted on the first day of each calendar quarter, calculated from the date of approval by the District, until reimbursed pursuant to this Agreement. The interest rate allowed pursuant to this paragraph shall not exceed ten percent (10%) per annum.

5. District, subject to annual appropriation, shall pay to Association such amounts necessary to pay or reimburse Association for those District Costs approved by the District pursuant to Section 3 above, provided, however, that the District's reimbursement obligation is further conditioned upon and limited to: (a) only those District Costs that are not otherwise reimbursed to the Association from proceeds of loans obtained by the District or bonds issued by District, the City or other governmental body in connection with District Purposes; and (b) after the payment of operating costs with District revenue designated for such purpose, the availability of otherwise unencumbered funds generated by CID Sales Tax. For purposes of this Agreement, in the event the District issues bonds or pledges its revenue to pay debt service on bonds issued by the City or other governmental body in connection with the District Purposes, the funds generated by the CID Sales Tax and pledged to pay debt service on any such bonds shall constitute encumbered funds and shall not be available to reimburse the Association hereunder.

6. This Agreement shall be and remain in effect until the earlier of (a) payment in full of all approved District Costs, plus accrued interest, or (b) termination of the CID Sales Tax.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

8. This Agreement shall be binding upon, and shall inure to the benefit of, the District and Association, and their respective successors and assigns.

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

10. The Recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

FREIGHT HOUSE COMMUNITY IMPROVEMENT
DISTRICT

By: _____
Chairman

ATTEST:

By: _____

FREIGHT HOUSE CONDOMINIUM ASSOCIATION, INC.

By: _____
Nicholas Grunauer, President

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

Resolution 2022:08

***Approving Initial Budget and Appropriating Revenue for District Operations
Adopted October 19, 2022***

WHEREAS, by Ordinance No. 220717, adopted September 22, 2022, 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 the Creation of the Freight House Community Improvement District creating the Freight House Community Improvement District ("District"); and

WHEREAS, by Resolution No. 2022:04 dated October 19, 2022, the District authorized imposition of a one percent (1.0%) sales tax ("Sales Tax") on all retail sales made within the District, subject to approval by the qualified voters in accordance with the CID Act and to the limitations set forth in Section 67.1545, RSMo, for a maximum period of twenty (20) years after the date of the Ordinance, or for such shorter or longer period to coincide with the termination of the District in accordance with the Act; and

WHEREAS, pursuant to Section 67.010, RSMo, the District is required to budget expenditures and appropriate funds for the fiscal years ending April 30, 2023; and

WHEREAS, the District desires to adopt an initial budget setting forth the District's projected revenues and expenditures and to appropriate funds for operations for the fiscal year ending April 30, 2023.

THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The proposed budget attached to this Resolution as Exhibit A for the fiscal year ending April 30, 2023 is approved ("Budget").
2. The District reasonably anticipates that there will be sufficient funds available to the District to pay all other operating expenditures that the District will be reasonably expected to make.
3. The District appropriates revenues as set forth as expenditures in the Budget, except for that amount reasonably necessary to pay operating expenses of the District. This appropriation shall be for the fiscal year ending April 30, 2023.
4. The officers of the District are authorized to expend the funds appropriated in accordance with the Budgets.
5. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.
6. This resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri and shall take effect and be in full force upon its passage.

APPROVED:



, Chairman

ATTEST:



, Secretary

**FREIGHT HOUSE
COMMUNITY IMPROVEMENT DISTRICT**

**INITIAL YEAR
SEPTEMBER 22, 2022 - APRIL 30, 2023
BUDGET**

**FREIGHT HOUSE
COMMUNITY IMPROVEMENT DISTRICT**

FISCAL YEAR SEPTEMBER 22, 2022 - APRIL 30, 2023

BUDGET MESSAGE

The Freight House Community Improvement District ("District") was created by Ordinance No. 220717 ("Ordinance"), adopted by the City Council of the City of Kansas City, MO, on September 22, 2022, pursuant to the Community Improvement District Act, Sections 67.1401 et seq., RSMo ("Act"). The District desires to fund, or assist in the funding of, certain services and improvements as allowed by Sections 67.1401 to 67.1571 RSMo, as amended.

The District has adopted a fiscal year beginning May 1 and ending April 30 of each year.

FREIGHT HOUSE					
COMMUNITY IMPROVEMENT DISTRICT					
BUDGET					
FISCAL YEAR ENDING APRIL 30, 2023					
		PROPOSED BUDGET			
		Operating Fund Budget	Debt Service Budget	Project Funds Budget	Fiscal Year Ending 4/30/2023
REVENUES:					
Debt Service Funds:					
	Advances from Association	\$ 62,500	-	-	62,500
Revenue Funds:					
	CID Sales Tax Revenues	-	-	-	-
	TOTAL REVENUES	<u>62,500</u>	<u>-</u>	<u>-</u>	<u>62,500</u>
EXPENDITURES:					
Project expenditures:					
	CID public improvements	-	-	-	-
	Formation Costs (including accrued interest)	30,000	-	-	30,000
Operating expenditures:					
	Accounting fees	1,000	-	-	1,000
	Legal fees	10,000	-	-	10,000
	Insurance costs	1,500	-	-	1,500
	Other operating costs of the district	20,000	-	-	20,000
	TOTAL EXPENDITURES	<u>62,500</u>	<u>-</u>	<u>-</u>	<u>62,500</u>
TRANSFERS TO/(FROM) OTHER FUNDS		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS OF REVENUES OVER EXPENDITURES AND TRANSFERS		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**FREIGHT HOUSE
COMMUNITY IMPROVEMENT DISTRICT**

FISCAL YEAR SEPTEMBER 22, 2022 - APRIL 30, 2023

BUDGET SUMMARY

The District budget is presented in accordance with the requirements of Missouri statute on a cash basis.

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT

Resolution 2023:01

Approving Budget and Appropriating Revenue for District Operations for Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024

Adopted January 18, 2023.

WHEREAS, by Ordinance No. 220717, adopted September 22, 2022, 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 the Creation of the Freight House Community Improvement District creating the Freight House Community Improvement District ("District"); and

WHEREAS, by Resolution No. 2022:04 dated October 19, 2022, the District authorized imposition of a one percent (1.0%) sales tax ("Sales Tax") on all retail sales made within the District, subject to approval by the qualified voters in accordance with the CID Act and to the limitations set forth in Section 67.1545, RSMo, for a maximum period of twenty (20) years after the date of the Ordinance, or for such shorter or longer period to coincide with the termination of the District in accordance with the Act; and

WHEREAS, pursuant to Section 67.010, RSMo, the District is required to budget expenditures and appropriate funds for the fiscal year ending April 30, 2024; and

WHEREAS, the District desires to adopt a budget setting forth the District's projected revenues and expenditures and to appropriate funds for operations for the fiscal year ending April 30, 2024.

THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The proposed budget attached to this Resolution as Exhibit A for the fiscal year ending April 30, 2024 is approved ("Budget").
2. The District reasonably anticipates that there will be sufficient funds available to the District to pay all other operating expenditures that the District will be reasonably expected to make.
3. The District appropriates revenues as set forth as expenditures in the Budget, except for that amount reasonably necessary to pay operating expenses of the District. This appropriation shall be for the fiscal year ending April 30, 2024.
4. The officers of the District are authorized to expend the funds appropriated in accordance with the Budgets.
5. The District shall, and the officers and agents of the District are hereby authorized and directed to, take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution.

6. This resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri and shall take effect and be in full force upon its passage.

APPROVED:



Nicholas Brunner, Chairman

ATTEST:



Becky Ziegler, Assl. Secretary

**FREIGHT HOUSE
COMMUNITY IMPROVEMENT DISTRICT**

FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024

PROPOSED BUDGET

**FREIGHT HOUSE
COMMUNITY IMPROVEMENT DISTRICT**

FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024

BUDGET MESSAGE

The Freight House Community Improvement District ("District") was created by Ordinance No. 220717 ("Ordinance"), adopted by the City Council of the City of Kansas City, MO, on September 22, 2022, pursuant to the Community Improvement District Act, Sections 67.1401 et seq., RSMo ("Act"). The District desires to fund, or assist in the funding of, certain services and improvements as allowed by Sections 67.1401 to 67.1571 RSMo, as amended.

The District has adopted a fiscal year beginning May 1 and ending April 30 of each year.

FREIGHT HOUSE COMMUNITY IMPROVEMENT DISTRICT				
PROPOSED BUDGET				
FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024				
PROPOSED BUDGET				
	Operating Fund Budget	Debt Service Budget	Project Funds Budget	Fiscal Year Ending 4/30/2024
REVENUES:				
Debt Service Funds:				
Advances from Association	\$ 62,500	-	-	62,500
Revenue Funds:				
CID Sales Tax Revenues*	137,445	-	-	137,445
TOTAL REVENUES	199,945	-	-	199,945
EXPENDITURES:				
Project expenditures:				
CID public improvements	-	-	-	-
Formation Costs (including accrued interest)	30,000	-	-	30,000
Operating expenditures:				
Accounting fees	1,000	-	-	1,000
Legal fees	10,000	-	-	10,000
Insurance costs	1,500	-	-	1,500
Bank	450	-	-	450
Executive Director/Management Fee	12,000	-	-	12,000
Groundskeeping	20,000	-	-	20,000
Parking Lot	6,000	-	-	6,000
Lighting	7,200	-	-	7,200
Landscaping	10,000	-	-	10,000
Snow Removal	15,000	-	-	15,000
Security	12,000	-	-	12,000
Parking Service	24,000	-	-	24,000
Electricity	22,000	-	-	22,000
TOTAL EXPENDITURES	171,150	-	-	171,150
TRANSFERS TO/(FROM) OTHER FUNDS				
	-	-	-	-
EXCESS OF REVENUES OVER EXPENDITURES AND TRANSFERS				
	\$ 28,795	\$ -	\$ -	\$ 28,795
*CID sales tax becomes effective July 1 2023; this amount represents anticipated revenue for 10 months of fiscal year				

**FREIGHT HOUSE
COMMUNITY IMPROVEMENT DISTRICT**

FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024

BUDGET SUMMARY

The District budget is presented in accordance with the requirements of Missouri statute on a cash basis.

MISSOURI LOCAL GOVERNMENT FINANCIAL STATEMENT

1. Financial Statement Summary the Year Ended	for	Month	Year
		APRIL	2023
2. Name of political subdivision	FREIGHT HOUSE CID		
3. Political subdivision number	17-048-010		
4. Name of county	Jackson		
5. Name of contact Aaron G March Esq.	6. Mailing address	4570 BELLEVIEW AVE STE 300 Kansas City MO 64111	
7. Telephone number 816-783-8200	8. Fax number	9. Email address amarch@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. General
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)

Aaron G March Esq. Legal Counsel June 12 2023
 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 889
 Jefferson City, MO 65102

OR Email to: localgovernment@auditor.mo.gov

Part I – FINANCIAL STATEMENT

A. Receipts (pages 3 and 4)

1. **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.
2. **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.
3. **Amusement Sales Tax** – Taxes on admission tickets and on gross receipts of all or specified types of amusement businesses.
4. **Motor Fuel Tax** – Taxes on gasoline, diesel oil, aviation fuel, gasohol, "ethanol," and any other fuels used in motor vehicles or aircraft.
5. **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.
6. **Tobacco Products Tax** – Taxes on tobacco products and synthetic cigars and cigarettes, including related products like cigarette tubes and paper.
7. **Hotel/Motel and Restaurant/Meals Tax** – Sales tax on hotel/motel and restaurant/meals.
8. **Alcoholic Beverages Licensing and Permit Taxes** – Licenses for manufacturing, importing, wholesaling, and retailing of alcoholic beverages.
9. **Amusements Licensing and Permit Taxes** – Licenses on amusement businesses generally and on specific types of amusement enterprises or devices.
10. **Motor Vehicles Licensing and Permit Taxes** – Licenses imposed on owners or operators of motor vehicles for the right to use public roads.
11. **Franchise Tax (Public Utilities Tax)** – Licenses distinctively imposed on public utilities, whether distinctively imposed on public utilities, whether privately or publicly owned.
12. **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 5 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 I - FINANCIAL STATEMENT

FREIGHT HOUSE CID
A. Receipts

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

Part I - FINANCIAL STATEMENT - Continued

FREIGHT HOUSE CID
A. Receipts - Continued

	FUNDS - Report in whole dollars				
	TOTAL all funds	General Fund	General Fund	Fund	Fund
15. SUBTOTAL <i>(from page 3)</i>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
16. Charges for Services					
a. 0	0	0	0	0	0
b. 0	0	0	0	0	0
c. 0	0	0	0	0	0
d. TOTAL <i>Sum of lines 16a-c</i>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
17. Utility receipts					
a. 0	0	0	0	0	0
b. 0	0	0	0	0	0
c. 0	0	0	0	0	0
d. 0	0	0	0	0	0
e. TOTAL <i>Sum of lines 17a-d</i>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
18. Interest earned	0	0	0	0	0
19. Fines, costs, and forfeitures	0	0	0	0	0
20. Rents	0	0	0	0	0
21. Donations	0	0	0	0	0
22. Other receipts and transfers					
a. 0	0	0	0	0	0
b. 0	0	0	0	0	0
c. Interfund transfers	0	0	0	0	0
d. TOTAL <i>Sum of lines 22a-c</i>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
23. TOTAL RECEIPTS Sum of items 15 through 22d	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 5

Part I - FINANCIAL STATEMENT - Continued

FREIGHT HOUSE CID

B. Disbursements (by function)

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

Part I - FINANCIAL STATEMENT - Continued

FREIGHT HOUSE CID
 B. Disbursements (by function)
 Continued

	FUNDS - Report in whole dollars				
	TOTAL all funds	General Fund	General Fund	Fund	Fund
23. SUBTOTAL (from page 5)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
24. Electric power system	0	0	0	0	0
25. Parking facilities	0	0	0	0	0
26. Gas supply system	0	0	0	0	0
27. Transit or bus system	0	0	0	0	0
28. Sea and inland port facilities	0	0	0	0	0
29. Miscellaneous commercial activities	0	0	0	0	0
30. Other - Specify					
a. 0	0	0	0	0	0
b. 0	0	0	0	0	0
c. 0	0	0	0	0	0
31. Interfund transfers	0	0	0	0	0
32. TOTAL DISBURSEMENTS (by function) Sum of Items 23-31	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
C. Disbursements (by object)					
1. Salaries	0	0	0	0	0
2. Fringe benefits	0	0	0	0	0
3. Operations	0	0	0	0	0
4. SUBTOTAL Sum of Items C1-3	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

PLEASE CONTINUE WITH DISBURSEMENTS ON PAGE 7

Part I - FINANCIAL STATEMENT - Continued

FREIGHT HOUSE CID

B. Disbursements (by object) - Continued

	FUNDS - Report in whole dollars				
	TOTAL all funds	General Fund	General Fund	Fund	Fund
4. SUBTOTAL (from page 6)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
5. Capital expenditures - Specify					
a. 0	0	0	0	0	0
b. 0	0	0	0	0	0
c. 0	0	0	0	0	0
d. 0	0	0	0	0	0
e. 0	0	0	0	0	0
f. 0	0	0	0	0	0
g. 0	0	0	0	0	0
6. Interfund transfers - Specify					
a. 0	0	0	0	0	0
b. 0	0	0	0	0	0
7. TOTAL DISBURSEMENTS (by object) Sum of Items 4-6b	\$ 0	\$ 0	\$ 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				0
b. 0				0
c. 0				0
2. Revenue bonds				
a. 0				0
b. 0				0
c.				0
3. SUBTOTAL Sum of Items D1 and 2	\$ 0	\$ 0	\$ 0	\$ 0

FREIGHT HOUSE CID

D. Statement of Indebtedness
Continued

	FUNDS - Report in whole dollars			
	Outstanding Beginning of Fiscal Year	During Fiscal Year --		Outstanding End of Fiscal Year
		Issued	Retired	
3. SUBTOTAL (from page 7)	\$ 0	\$ 0	\$ 0	\$ 0
4. Other debt - Specify				
a 0	0	0	0	0
b.0	0	0	0	0
c 0	0	0	0	0
5. Conduit debt	0	0	0	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	\$ 0
2. Interest on electric power system debt	\$ 0
3. Interest on gas supply system debt	\$ 0
4. Interest on transit or bus system debt	\$ 0
5. Interest on all other debt	\$ 0

F. Statement of Assessed Valuation
and Tax Rates

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

Tax Rates Funds - Specify	Tax rate (per \$100)
1 SALES	1.0000
2	
3	
4	
5	
6	

Part II - FINANCIAL STATEMENT SUMMARY

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

District's sales tax was not in effect at 4/30/23