

Amanda K. McGee
Executive Director – Truman Rd. CID
4900 E. Truman Rd.
Kansas City, MO 64127
Direct: 310.497.8284
akmcgee@mail.umkc.edu

August 26th, 2020

VIA ELECTRONIC MAIL

City Clerk
25th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106
Marilyn.Sanders@kcmo.org

Re: Truman Road Community Improvement District

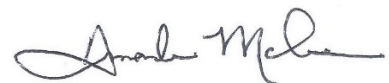
Dear Ms. Sanders:

On behalf of the District, and as required by the Missouri Community Improvement District Act, Section 67.1401-67.1571 of the Revised Statute of Missouri (the "Act"), and more specifically, Section 67.1471.4 of the Act, we submit the following documentation:

1. Annual report for fiscal year 2020; and
2. Copies of each Resolution passed by the Board of Directors of the District during fiscal year 2020.

If you have any questions concerning any of the enclosed, please contact me as soon as possible.

Very truly yours,



Amanda K. McGee
Executive Director – Truman Road CID

AKM
Enclosures

ANNUAL REPORT FOR
TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT ("CID")

SECTION I

Date: August 26th, 2020

CID Contact Information: Amanda McGee 310-497-8284 (akmcgee@mail.umkc.edu)

Political Subdivision or Not for Profit: Political Subdivision

Date of and Ordinance No: October 27th, 2008 Ordinance No. 081023 & July 26th, 2012

Ordinance No. 120664

SECTION II

PURPOSES OF CID AND SERVICES PERFORMED DURING FISCAL YEAR:

Purpose — Facilitate economic development and coordinate efforts to improve the District including; regional safety and security measures, improving the visual appearance of the District, mitigate illegal trash and tire discarding issues, coordination of resources to assist with vacant, blighted or underutilized properties within the Truman Road Community Improvement District. The District facilitates economic development and public area maintenance through landscaping, graffiti removal, addressing property issues to encourage revitalization.

Specific Services — In FY2020, the CID made significant progress in security measures, trash removal and disposal, and refocusing the Community Improvement District initiatives to provide greater return for invested efforts. Through 2019, trash removal became a coordinated effort for maintenance and connections with the proper City departments, contractors, and consultants to coordinate efforts of resources toward revitalization of the District. From May to October of 2019, the District dedicated labor to clearing illegal dumping, trash, and illegally discarded tires from the area right-of-way and public spaces. Over 500 tires were removed with an average of 25-30 collected and properly recycled every visit since October, with over 1,000 illegally discarded tires cleared earlier in the year. The CID investment for security cameras to assist with illegal activity have helped resolve efforts with KCPD to decrease crime, trespassing and encampment issues, and provide an aide for pursuing illegal dumping through a majority of the District. Since the beginning of 2020, the Truman Road CID Board worked diligently to refocus and clarify goals of the District, highlighting the need of someone to provide expertise in coordinated urban planning work, ethical standards, organization, leadership and oversight to their structure. The approval of the addition since March/April 2020 has strengthened the dynamic of the Community Improvement District, which now allows greater board member involvement where it is important for inclusivity, concise and thorough updates and complete reporting, and stronger follow-through in the goals of the CID. The most important aspect of this change is the ability to forward goals with a coordination of the proper departments and resources working together to achieve stabilization of the area. As the District moves forward in FY2021, the Community Improvement District will be working in tandem with a 5-10 year master plan for long-term projects to improve the corridor in phases over a period of time.

SECTION III

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

Joe Higbee

Joe Calabrese

Mark Carder

Cris Medina

Ed Heilman

Susan McGinn

John Weilert

Gina Stuelke

SECTION IV

REVENUE AND EXPENSES:

INCOME:		
a) Sales Tax		\$122,046.53
b) Property Special Assessment		\$53,278.11
c) Interest		\$852.60
TOTAL INCOME:		\$176,177.24
EXPENSES:		
I. Administrative		
a) Legal Expenses	\$4,220.50	
b) District Operations Management	\$38,534.00	
c) Professional & Consultant Services	\$3,450.00	
d) Office Supplies & Office Costs	\$4,243.22	
e) Bank Service Charges	\$30.00	
f) Insurance	\$1,280.00	
SUB-TOTAL:		\$51,757.72
II. Advertising & Marketing		
a) Advertising & Marketing	\$1,567.74	
SUB-TOTAL:		\$1,567.74
III. Maintenance & Beautification		
a) Trash Removal & Recycling Costs	\$4,278.00	
b) Landscaping and Maintenance	\$4,175.00	
c) District Façade Improvements	\$7,500.00	
d) Trash Excavation Labor Contractor	\$2,205.00	
e) Clean-Up Labor Contractor	\$20,950.00	
SUB-TOTAL:		\$39,108.00

EXPENSES:		
IV. Community Events		
a)	\$0	
SUB-TOTAL:	\$0	
V. Security		
a) Security Services	\$52,824.00	
VI. Other		
b)		
SUB-TOTAL:	\$52,824.00	
EXPENSE TOTAL:		
I. Administrative	\$51,757.72	
II. Advertising & Marketing	\$1,567.74	
III. Maintenance & Beautification	\$39,108.00	
IV. Community Events	\$0	
V. Security Services	\$52,824.00	
TOTAL EXPENSES:	\$145,257.46	
TOTAL INCOME	\$176,177.24	
LESS TOTAL EXPENSES	- \$145,257.46	
BALANCE	\$30,919.78	

SECTION V

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

RESOLUTION NUMBER	RESOLUTION TITLE
2020-01	Resolution Approving Budget for FY 2021
2020-02	Resolution Nominating Successor Directors/Officers
2020-03	Resolution Appointing Board Director/Officer

2020-04	Resolution Appointing CID Board Officers
2020-05	Resolution of Notarized Oath of Office
2020-06	Resolution Appointing Interim District Manager/ Executive Director
2020-07	Resolution of Board Approving Independent Contractor/ Executive Director
2020-08	Resolution Approving District Special Assessment to Jackson County Assessor

SUBMIT FORM AND ATTACHMENTS TO:

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

City Clerk
25th Floor, City Hall
414 E. 12111 Street
Kansas City, MO 64106
Phone: (816) 513-3360
Fax: (816) 513-3353
Email: Marilyn.Sanders@kcmo.org

THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT
MAY 1, 2020 — APRIL 30, 2021 BUDGET (FY-2021)

BUDGET MESSAGE:

The Truman Road Community Improvement District (the "District") was established as a political subdivision of the State of Missouri on October 27th, 2008, by virtue of an ordinance approved by the City Council of Kansas City, Missouri. The stated purpose of the District is to provide safety and security, public area maintenance including graffiti removal and trash pickup. Common area beautification projects, redevelopment initiatives within the District. The District adopted a fiscal year of May 1st to April 30. Petition to Amend the Petition to Establish Truman Road Community Improvement District was approved by the City Council on July 26, 2012, and added additional property to the District.

Important Budget Features:

The District's source of revenue is 1) sales and use taxes pursuant to the Missouri Community Improvement District Act, Sections 67-1545 to 67-1551 of the Missouri Statutes and approved by the qualified voters of the District by an initial sales tax election on December 29, 2008, established as a one-half percent (0.5 %) district sales and use tax of the Truman Road Community Improvement District and 2) a special assessment against real property within the District in an annual amount not to exceed (i) \$.01 per square foot of land area, and (ii) \$.01 for each dollar of assessed value for real property. The Truman Road Community Improvement District Special Assessment remains for each lot in the amount of (i) \$.005 per square foot of land area, and (ii) \$.005 for each dollar of the assessed value for real property within the District. The sales tax will remain effective April 1, 2008 and will expire March 21, 2028. There are no unincorporated areas in this district.

Major Changes: None.

	<u>FYE</u> <u>2021*</u>	<u>FYE</u> <u>2020*</u>	<u>FYE</u> <u>2019**</u>
			(as amended)**
FUNDS AVAILABLE:			
- Cash on Hand (Beginning of Fiscal Year)	\$ 619,811.57	\$ 597,811.57	\$ 646,815.33
ESTIMATED REVENUE:			
- Sales/Use Tax (<u>0.5</u> % effective 04/01/09)	\$ 122,000.00	\$ 122,000.00	\$ 128,647.38
- Interest Earned from	\$ -	\$ -	\$ 852.60
[Add any CID additional income, i.e. special assessments]	\$ 50,000.00	\$ 50,000.00	\$ 53,278.11
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	\$ 172,000.00	\$ 172,000.00	\$ 176,177.24
ESTIMATED EXPENDITURES:			
-Administrative costs (e.g., insurance)	\$ 65,200.00	\$ 65,200.00	\$51,757.42
-Bond Trustee Fee	\$ -	\$ -	\$ -
- Legal fees	\$ 4,200.00	\$ 4,200.00	\$ 4,220.50
- Audit	\$ -	\$ -	\$ -
- Reserve	\$ -	\$ -	\$ -
-[Principal and/or interest due on the Notes/Bonds]**	\$ -	\$ -	\$ -
- [Additional Public Improvement Fund]**	\$ -	\$ -	\$ -
- [Additional Sales Tax to Bond Trustee]	\$ -	\$ -	\$ -
TOTAL ESTIMATED EXPENDITURES	\$ 150,000.00	\$ 150,000.00	\$ 145,257.46
FUNDS AVAILABLE:			
- Cash on Hand End of Fiscal Year	\$ 641,811.57	\$ 619,811.57	\$ 597,811.57

*Estimated values.

**Actual values.

The first column is the new FY budget amounts, which will be estimates. The second column is the FY that the CID is currently in and should also be estimates since the FY has not ended. The last column must be actual figures of receipts and disbursements for, in this particular case FYE 2020. Next year FYE 2019 drops off and FYE 2020 will be in the last column with actual figures. You will also move FYE 2021 to the middle column (will still be estimated figures) and have the new budget year FYE 2021 be the first column of numbers.

THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT

**RESOLUTION OF THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT
("DISTRICT") APPROVING THE BUDGET FOR FISCAL YEAR 2021.**


WHEREAS, the District, which was formed by Ordinance Number 030482, and amended by Ordinance Number 130421, and adopted by the City of Kansas City, Missouri, City Council, is a public body created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401, *et. seq.*, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act;

WHEREAS, the Board of Directors ("Board") desires to approve the District's proposed budget for fiscal year 2021, in substantially the form attached hereto as Exhibit A.


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

- Section 1. The Board approves the proposed budget for fiscal year 2021.
- Section 2. The Chairman is authorized and directed to take all further action necessary to carry out the purposes and intent of this Resolution.
- Section 3. This resolution shall take effect immediately.

Adopted this 16th day of January, 2020.


_____, Chairman

ATTEST:


_____, Treasurer

TRUMAN RD. COMMUNITY IMPROVEMENT DISTRICT BUDGET

Approved for Fiscal Year 2021

May 1, 2020 - April 30, 2021

PROJECTED INCOME TOTAL	\$182,000
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County Special Assessment	\$59,994
Average Sales Tax	\$122,006

FISCAL YEAR PROJECTED EXPENSES:

Legal Fees & Insurance:

Legal Fees	\$4,200
Liability Insurance	\$1,280

Total Legal & Insurance	\$5,480
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Administration & District General Operations:

Marketing	\$1,700
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Planning & District Operations	\$60,000
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Professional Services/Consultant Fees	\$3,500
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Security Services	\$65,000
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Beautification & Land Maintenance:

Trash Removal/ Recycling	\$4,278
Landscape and Improvements	\$8,700
Trash and Debris Excavation	\$2,500
Façade Improvements Program	\$7,500
Contract Labor - Trash Clearing	\$21,000

Total Beautification	\$43,978
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Reserve	\$2,342
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TOTAL PROJECTED BUDGET EXPENSES	\$182,000
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TRUMAN RD COMMUNITY IMPROVEMENT DISTRICT

**RESOLUTION OF THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT NOMINATING
SUCCESSOR DIRECTORS.**

WHEREAS, the District, which was formed by Ordinance Number 030482 and amended by Ordinance Number 130421, and adopted by the City of Kansas City, Missouri City Council, is a public body created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401, *et seq.*, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act;

WHEREAS, the Act, provides for the Chief elected officer of a municipality (the "Mavor") to appoint successor Directors of a Community Improvement District with the consent of the governing body of the municipality (the "City Council");

WHEREAS, in accordance with the Petition, certain named Directors were to serve on the Board of Directors or the District (the "Board") for a period of four (4) years or until their successor is appointed in accordance with the Petition:

WHEREAS, the Board desires to nominate and vote upon a slate of nominees who shall consist of the number of Successor Directors needed to fill the seats of expiring terms;

WHEREAS, pursuant to the Petition, those appointed Successor Directors shall serve for four (4) year tenns or until their successor is appointed in accordance with the Petition; and

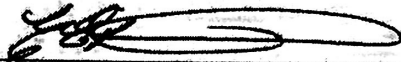
WHEREAS, the Petition authorizes the Board to submit to the Mayor a slate of individuals nominated to serve as Successor Directors in accordance with the qualifications set forth in the Petition.

NOW TIHEREFORE, BE IT RESOLVED, by the Board of Directors of The Truman Rd Community Improvement District, as follows:

1. The following slate contains the names, classifications and terms of the individuals nominated by the Board to serve as Successor Directors:
 - a. Joe Calabrese (Owner/ Operator, 4-year term)
2. The District's Legal Counsel is authorized to take all actions necessary to carry out this Resolution;

This Resolution shall take effect immediately.

Adopted this 16th day of January, 2020.



Ernest E. Hannon Chairman

ATTEST:



John K. Weiler, Treasurer

TRUMAN RD COMMUNITY IMPROVEMENT DISTRICT
RESOLUTION OF THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT
(THE "DISTRICT") APPOINTING OFFICERS

WHEREAS, the District, which was formed by Ordinance Number 030482 and amended by Ordinance Number 130421, and adopted by the City of Kansas City, Missouri City Council, is a public body created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401, *et seq.*, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act;

WHEREAS, Theresa Potter resigned as a Board Director of the District and the Board appointed Joe Calabrese to serve as a new Board Director; and

WHEREAS, the Board desires to ratify, acknowledge and accept all acts performed by Joe Calabrese, as a Board Director.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that Joe Calabrese was appointed a Board Director of the District, are hereby ratified, acknowledged and accepted.

FURTHER RESOLVED, that this Resolution shall take effect immediately upon the date executed below.

Adopted this 16th day of January, 2020.



Ed Heilman, Chairman

ATTEST:



John Weilert, Treasurer

TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT

**RESOLUTION OF THE TRUMAN ROAD COMMUNITY IMPROVEMENT
DISTRICT (THE "DISTRICT") APPOINTING OFFICERS**

WHEREAS, the District, which was formed by Ordinance Number 030482 and amended by Ordinance Number 130421, and adopted by the City of Kansas City, Missouri City Council, is a public body created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401, *et seq.*, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act;

WHEREAS, the Board of Directors of the District desire to appoint a Chairman, Vice Chairman, District Members for Board of Directors, and Treasurer in accordance with the Article IV of the District's Bylaws.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the following individuals shall be or remain appointed to those positions listed opposite their names below:

Chairman	<u>Ed Heilman</u>
Vice-Chairman	<u>Gina Stuelke</u>
Board of Directors	<u>Susan McGinn</u>
Board of Directors	<u>Joe Calabrese</u>
Board of Directors	<u>Mark Carder</u>
Board of Directors	<u>Cris Medina</u>
Board of Directors	<u>Joe Higbee</u>
Treasurer	<u>John Weilert</u>

FURTHER RESOLVED, that this Resolution shall take effect immediately upon the date executed below.

Adopted this 16th day of January, 2020.

Ed Heilman, Chairman

ATTEST:

John Weilert, Treasurer

TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT
BOARD OF DIRECTORS OATH/AFFIRMATION

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

I, Joe Calabrese , being a registered voter and at least 21 years of age, do solemnly swear
[or affirm], that I will faithfully execute my duties as a member of the Board of Directors of
the Truman Rd Community Improvement District, and will uphold the Constitution of the
United States and the State of Missouri and will, to the best of my ability, faithfully perform
all of the duties thereof in conformance with the law.

Joe Calabrese

Board Member

William M Heilman

Chairman

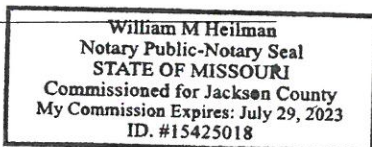
Subscribed and sworn to before me, a Notary Public, in and for said County and State,
this 17 day of August , 2020.

William M Heilman

William M Heilman

Type or Print Name

My Commission Expires:



TRUMAN RD COMMUNITY IMPROVEMENT DISTRICT

**RESOLUTION OF THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT
(THE "DISTRICT") NOMINATING INTERIM EXECUTIVE DIRECTOR/DISTRICT
MANAGER.**

WHEREAS, the District, which was formed by Ordinance Number 030482 and amended by Ordinance Number 130421, and adopted by the City of Kansas City, Missouri City Council, is a public body created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401, *et seq.*, RSMo, as amended (the "Act"), and is transacting business and exercising the powers granted by the Act;

WHEREAS, the Petition authorizes the Board of Directors of the District (the "Board") to select qualified individuals to appoint and serve as the Interim Executive Director until a permanent Executive Director is approved in accordance with the qualifications set forth in the Petition; and

WHEREAS, Richard Basset resigned as an independent contractor fulfilling the role of District Manager and the Board appointed current Board of Directors Treasurer John Weilert to serve as interim Executive Director; and

WHEREAS, the Board desires to ratify, acknowledge and accept all acts performed by John Weilert, as an Interim Executive Director until the role is fulfilled by a qualified independent contractor or consultant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Truman Road Community Improvement District, as follows:

1. The following slate contains the name and classification of the individual selected by the Board to serve as Interim Executive Director until a qualified individual is approved by the Board of Directors:
 - a. John Weilert, Treasurer and Interim
2. The District's Legal Counsel is authorized to take all actions necessary to carry out this Resolution;

FURTHER RESOLVED, that this Resolution shall take effect immediately upon the date executed below.

Adopted this 22nd day of October, 2019.



Ed Heilman, Chairman

ATTEST:



Gina Stuelke, Vice-Chairman

THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT (“DISTRICT”) APPROVING THE HIRING OF AN INDEPENDENT CONTRACTOR TO BE EXECUTIVE DIRECTOR OF THE DISTRICT AND AUTHORIZING EXECUTION OF THE INDEPENDENT CONTRACTOR AGREEMENT.

WHEREAS, the District, which was formed by Ordinance Number 030482, as amended by Ordinance Number 130421, and adopted by the City of Kansas City, Missouri, City Council, is a public body created under the authority of the “Missouri Community Improvement District Act,” Sections 67.1401, *et seq.*, RSMo, as amended (the “Act”), and is transacting business and exercising the powers granted by the Act;


WHEREAS, the Board has determined that it is in the District’s best interest to hire Amanda McGee, as an independent contractor, to act as the Executive Director of the District and to assist with specific duties as set forth in the Agreement; and

WHEREAS, the Board desires to authorize the Chairman and Vice-Chairman to negotiate and execute an independent contractor agreement with approval from the Board of Directors, in substantially the format attached hereto as **Exhibit A** (“Agreement”), with Amanda McGee to act as the Executive Director of the District.

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

1. The Board hereby approves the hiring of Amanda McGee to be the Executive Director of the District, as a non-voting independent contractor and/or consultant for services with a contractual rate per month.
2. The Board hereby authorizes the Chairman to negotiate minor changes to the Agreement.
3. The Board hereby authorizes the Chairman to execute the Agreement.
4. This resolution shall take effect immediately.

Adopted this 1st day of April, 2020.


Ed Heilman, Chairman

ATTEST:


John Weilert, Treasurer

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT

[See Attached Tasks and Objectives Agreement]

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the 3rd day of March, 2020, between TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT ("the District") and AMANDA MCGEE ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the District hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth on Exhibit A attached hereto, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the District, and which collectively are hereby incorporated by reference.
3. Expenses. During the term of this Agreement, the Contractor shall bill and the District shall reimburse her for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Consultant in traveling to and from District facilities shall not be reimbursable.
4. Written Reports. The District may request that project plans, progress reports and a final results report be provided by Contractor on a quarterly or annual basis. A final results report shall be due at the conclusion of the Agreement and shall be submitted to the District in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the District. *OR AS REQUESTED BY*
5. Discoveries and Innovations. Any and all discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the District; and the Contractor hereby assigns all right, title, and interest in the same to the District. Any and all discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by her in rendering duties to the District are hereby licensed to the District for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the District.
6. Confidentiality. The Contractor acknowledges that during the engagement she will have access to and become acquainted with various processes, Missouri sales tax information, and business records used by the District in connection with the operation of the District including, without limitation, the District's business, methods, accounts and procedures. The Contractor agrees that she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the District. All files, records, documents, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the District, whether prepared by the Contractor or otherwise coming into her possession, shall remain the exclusive property of the District. The Contractor shall not retain any copies of the foregoing without the District's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the District, the Contractor shall immediately deliver to the District all such files, records, documents, information, and other items in her possession or under her control. The Contractor further agrees that she will not

disclose her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the District and shall at all times preserve the confidential nature of her relationship to the District and of the services hereunder.

7. Conflicts of Interest; Non-hire Provision. The Contractor represents that she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering her duties shall not utilize any discovery, development, improvement, or innovation in which she does not have a proprietary interest. During the term of this Agreement, the Contractor shall devote as much of her productive time, energy and abilities to the performance of her duties hereunder as is necessary to perform, the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the District. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the District's employment, any employee, consultant, or contractor of the District or hire any such employee, consultant, or contractor who has left the District's employment or contractual engagement within one year of such employment or engagement.
8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the District under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the District irreparable injury and damage. The Contractor expressly agrees that the District shall be entitled to adjunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the District may have for damages or otherwise. The various rights and remedies of the District under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
9. Merger. This Agreement shall not be terminated by the merger or consolidation of the District into or with any other entity.
10. Termination. The District may terminate this Agreement at any time by ⁶⁰~~90~~ working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the District, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the District at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the District for any purpose. The Contractor is and will remain an independent contractor in her relationship to the District. The District shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
12. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that she performs for the District.

13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of Missouri shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Missouri in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
18. Assignment. The Contractor shall not assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the District.
19. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: Amanda McGee
 Executive Director
 5820 Locust Street
 Kansas City, MO 64110

If to the District: Ed Heilman
 Chairman
 Truman Road Community Improvement District
 4900 Truman Rd.
 Kansas City, MO 64127

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
21. Counterparts. This Agreement may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

22. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

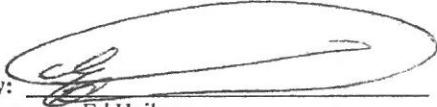
23. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

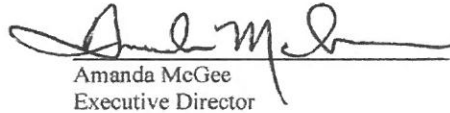
DISTRICT:

CONTRACTOR:

Truman Road Community Improvement District


By: _____

Name: Ed Heilman
Title: Chairman


Amanda McGee
Executive Director

SCHEDULE B

**DESCRIPTION OF WORK AND SERVICES TO BE
PERFORMED BY EXECUTIVE DIRECTOR**

SEE ATTACHED

TRUMAN RD CID (Community Improvement District)

Community Improvement District Executive Director

MARKETING & BUSINESS

- Perform as liaison to businesses for the district and represent the CID for professional communications.
- Streamline marketing to fit the audience of the CID area as an entity; Review past plans, make adjustments where necessary to update branding and social media outlets to be a concise and unified marketing strategy.
- Continue an attentive rapport with the current businesses and property owners within the Truman area.
- Oversee compliance to budget and assistance to set annually approved budget by the elected board.
- Provide oversight to the elected Board for decision-making, not as a voting member of the District.
- Conduct public interactivity amongst the district and greater Kansas City area in order to generate new businesses to locate in vacancies and improve land-use.
- Attend regular planning meetings for the City of Kansas City that pertain to the CID geography.
- Establish and increase cooperation with Public Officials, the City of KCMO, City Council and applicable entities with the CID.
- Provide oversight to the district operations with short-term and long-term plans for improvements and financials.
- Organize and/or assist with preparation for monthly board meetings and other meetings as necessary.
- Provide oversight of District operations including annual reporting and regulations to CID's.
- Actively correspond with Missouri Department of Revenue for updates and inclusions to District sales tax.
- Actively correspond with Jackson County for inclusions and details of Special Assessments and property tax.
- Fulfill paperwork with awarded grants and oversee projects through completion with associated parties.
- Oversee and assist with programs implemented by the Board for façade improvements, graffiti abatement, addressing illegal dumping and clean-up.
- Improve the overall cooperation with Codes Enforcement and regular issues to be resolved with KCMO.
- Oversight and management of vendors, including trash removal, security and landscaping.
- Responsible for production of annual budget (pending board approval) and oversight of adherence to budget.
- Responsible for filing of annual reports to both the City of KCMO and State of Missouri.

STREETSCAPE, PUBLIC SAFETY, PLANNING

- Oversee streetscape improvements including on-site inspection and implementation review.
- Focus on streetscape and landscape improvements as a safety measure and crime deterrent.
- Street trees replacement and maintenance assistance with identification of overall opportunity locations; including communications for public improvements by working with vendors determined by public improvements project or board.
- Beautification for streetscape and pedestrian environment- regular oversight of issues and recommendations.
- Provide support as a primary source for public relations & building relationships with philanthropic organizations; including identification of the proper support systems to help improve specific needs.
- Oversee debris and trash clean-up to maintain regular schedule with coordination of illegal dumping issues addressed by vendor selected by board; routine follow-up needed.
- Assist with existing crime and safety measures taken by the CID; Video Surveillance and KCPD.
- Create an overall circulation plan to meet street traffic/ safety issues and updates with KCMO staff inclusion with a long-term look at the current servicing of the area businesses.
- Facilitate overall long-term plans to coordinate existing & future conditions to improve with KCMO and CID.

- Leverage the resources currently being provided by the CID to complete larger projects and support.
- Manage grants and apply for grant funding and/or fundraising through available outlets as deadlines are throughout the calendar year (national, state, city, local).
- Grant oversight and facilitation for any additional grants acquired.

POTENTIAL GRANTS FOR APPLICATION/FUNDRAISING OPPORTUNITIES

Water Quality Education Committee Small Grants (As Per Potential Project or Area Need)
 MDC Tree Resource Improvement and Maintenance (TRIM) Grants
 ArtWorks NEA National Endowment for the Arts
 Potential Partnering for The Sunflower Foundation Small Grants
 Neighborhood Tourist Development Fund (NTDF) Grants (As Per Area)
 Greater Kansas City Community Foundation Potential Grants by Assignment
 Outside Fundraising for Community Improvement Projects (By Project and Need)

GRANT OPPORTUNITIES FOR INFRASTRUCTURE

Public Improvements Advisory Committee with the City of Kansas City, Missouri (PIAC)
 National Park Service Grants (Preservation and Historic Buildings)
 National Forest Foundation Grant Programs
 National Environmental Education Foundation Grant Programs
 Bike Share or BikeWalk KC Partnerships
 Foundation Grants and Sponsorships (As Per Area)
 Corporate Sponsorships (If Deemed Applicable to the Area)

THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT
RESOLUTION OF THE TRUMAN ROAD COMMUNITY IMPROVEMENT DISTRICT
("DISTRICT") APPROVING LEVY AND SPECIAL ASSESSMENTS

WHEREAS, the Truman Road Community Improvement District, which was formed by Ordinance Number 081023 adopted by the City of Kansas City, Missouri, City Council on October 27th, 2008, in accordance with the Petition to establish the Truman Road Community Improvement District and Authorize Special Assessments (the "Petition"), and in accordance with Sections 67-1401 through 67-1571, RSMO, otherwise known as the Missouri Community Improvement District Act (the "Act"); is transacting business and exercising the powers granted by the Act; and

WHEREAS, the Board of Directors of the Truman Road Community Improvement District (the "District") desires to continue to levy a special assessment against real property benefited within the District (the "CID Special Assessment") for the purpose of providing revenue for certain costs to be incurred by the District as described in Exhibit D of the Petition (the "Special Assessment Petition"); and

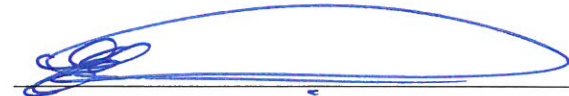
WHEREAS, pursuant to the Special Assessment Petition, such assessments shall be equally allocated among each of the members (as defined below) in an annual amount not to exceed (i) \$.01 per square foot of land area, and (ii) \$.01 for each dollar of assessed value for real property within the District; provided however, the minimum amount shall be adjusted annually beginning in year 2010 pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States Average (1982-1984 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Cost Index") or if not available, then by another reasonable index selected by the Board of Directors of the District.

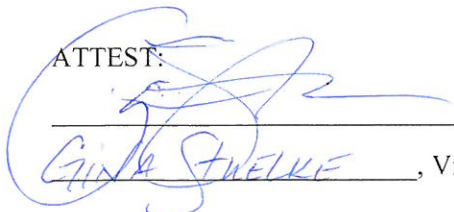
NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Truman Road Community Improvement District, at the July 9th, 2020 board meeting, voted to approve the continuation of the existing special assessments as identified.

Truman Road CID Special Assessment. The Truman Road CID Special Assessment remains for each Lot in the amount of (i) \$.005 per square foot of land area, and (ii) \$.005 for each dollar of the assessed value for real property within the District.

Section 3. Collection of Assessments. The officers of the District are authorized and directed to take all actions as are necessary or desirable to cause the Collector of Jackson County, Missouri, to bill and collect the CID Special Assessment as provided in this resolution and in the Special Assessment Petition.

Adopted this 20th day of July, 2020.


_____, Chairman

ATTEST:

_____, Vice-Chairman