

Denise M. Goodson  
816-472-2543  
dmgoodson@lewisricekc.com

August 25, 2020

**VIA EMAIL and CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Missouri Dept. of Economic Development  
Attn: CID Annual Report  
301 W. High Street, P. O. Box 118  
Jefferson City, MO 65102-0118  
Email: missouridevelopment@ded.mo.gov

City Clerk  
25th Floor, City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, MO 64106  
Email: Marilyn.Sanders@kcmo.org

Re: 1200 Main/South Loop Community Improvement District ("CID")  
Annual Report for FYE April 30, 2020

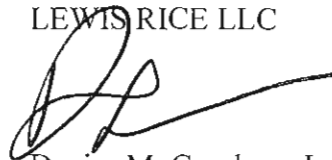
Ladies/Gentlemen:

Enclosed please find the Annual Report for the 1200 Main/South Loop Community Improvement District.

Please do not hesitate to contact me if you have any questions or if I may be of further assistance.

Very truly yours,

LEWIS RICE LLC



Denise M. Goodson, Legal Assistant

DMG

Enclosure

cc: Doug S. Stone, Esq. (via email w/o enc.)  
Board of Directors (via email w/ enc.)

ANNUAL REPORT FOR  
1200 MAIN/SOUTH LOOP  
COMMUNITY IMPROVEMENT DISTRICT (“CID”)

**SECTION I**

Date: August 25, 2020 for Fiscal Year End April 30, 2020  
CID Contact Information: Douglas S. Stone, Esq. (<mailto:dstone@lewisricekc.com>)  
Political Subdivision or Not for Profit: Political Subdivision  
Date of and Ordinance No: May 2, 2019 Ordinance No. 190306

**SECTION II**

PURPOSES OF CID AND SERVICES PERFORMED DURING FISCAL YEAR:

The purpose of the District is to support the construction, operation, maintenance, management, repairs and/or replacements (including any repairs and replacements that are chargeable to capital under generally accepted accounting principles consistently applied) of future parking facilities that Kansas City, Missouri (the “City”) is, under certain conditions, obligated to provide within the District pursuant to Section 6.9 of that certain Master Development Agreement between the City and the Developer dated April 27, 2004, as amended from time-to-time (the “MDA”), as well as to fund costs relating to the operation, maintenance, management, repairs and replacements (including any repairs and replacements that are chargeable to capital under generally accepted accounting principles consistently applied) of certain existing parking facilities within the District, all as more fully set forth in Section 6.13 of the MDA and in Section 5 of Exhibit C to the CID’s formation petition, and to use or make available its revenue to pay the costs thereof, including without limitation debt service on any notes, bonds or other obligations issued and outstanding from time to time to finance all or any of such costs, as set forth in Exhibit C to the CID’s formation petition.

**SECTION III**

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

Jeffrey Williams

Sean Carroll

VACANT

Gabriel Robinson

Kerrie Tyndall

## **SECTION IV**

### REVENUE AND EXPENSES:

<b>INCOME:</b>		
a) Cash on Hand (Beginning of Fiscal Year)		\$ 0.00
b) Sales Tax		\$ 125,110.00
<b>TOTAL INCOME</b>		<b>\$ 125,000.00</b>
<b>EXPENSES:</b>		
I. Administrative:		
a) Disbursement to Developer for the purpose of operating, maintaining, managing and repairing certain garages within the CID as provided by the Cooperative Agreement*	\$ 0.00	
b) Operating and Administrative Costs	\$ 0.00	
<b>SUB-TOTAL</b>	<b>\$ 0.00</b>	
II. Services:		
a)	\$ 0.00	
<b>SUB-TOTAL</b>	<b>\$ 0.00</b>	
III. Capital Improvements		
a)	\$ 0.00	
<b>SUB-TOTAL</b>	<b>\$ 0.00</b>	
IV. Other		
a) Transfer to Special Allocation Fund**	\$ 0.00	
<b>SUB-TOTAL</b>	<b>\$ 0.00</b>	
<b>EXPENSE TOTAL:</b>		
I. Administrative	\$ 0.00	
II. Services	\$ 0.00	
III. Capital Improvements	\$ 0.00	
IV. Other	\$ 0.00	
<b>TOTAL EXPENSES***</b>	<b>\$ 0.00</b>	
<b>TOTAL INCOME</b>		<b>\$ 125,110.00</b>
<b>LESS TOTAL EXPENSES</b>		<b>\$ 0.00</b>
<b>BALANCE</b>		<b>\$ 125,110.00</b>

\*The City of Kansas City, Missouri, the CID and Kansas City Live, LLC (the "Developer") have entered into a Cooperative Agreement (the "Cooperative Agreement") pursuant to which the CID agreed to make its District would agree make its revenue available to pay certain costs set forth in the CID's formation petition and the Cooperative Agreement.

\*\*Until the termination of the 1200 Main/South Loop Tax Increment Financing Plan (the "TIF Plan"), one half of the CID Sales Tax revenue will be captured as economic activity taxes in accordance with the TIF Plan for deposit in the Special Allocation Fund maintained with respect to the TIF Plan.

\*\*\*The first remittance of the District's sales tax from the Missouri Department of Revenue was received on March 4, 2020. Administrative expenses have accrued since formation of the District but no expenses of any kind were paid by the District during the Fiscal year ending April 30, 2020.

## SECTION V

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

RESOLUTION NUMBER	RESOLUTION TITLE
Resolution 2019-01	Resolution of the 1200 Main/South Loop Community Improvement District Acknowledging Board Members' Acceptance of Oath Of Office
Resolution 2019-02	Resolution of the 1200 Main/South Loop Community Improvement District Electing Officers
Resolution 2019-03	Resolution of the 1200 Main/South Loop Community Improvement District Adopting Bylaws of the District and Ratifying Past Actions in Furtherance of the Formation of the District
Resolution 2019-04	Resolution of the 1200 Main/South Loop Community Improvement District Designating a Principal Office of the District
Resolution 2019-05	Resolution of the 1200 Main/South Loop Community Improvement District Expressing the District's Intent to Comply with the Missouri Sunshine Law and Appointing a Custodian of Records
Resolution 2019-06	Resolution of the 1200 Main/South Loop Community Improvement District Expressing the District's Intent to Engage Counsel and Authorizing the District Manager to Execute an Engagement Letter Between the District and Lewis Rice LLC
Resolution 2019-07	Resolution of the 1200 Main/South Loop Community Improvement District Directing the Chairman and Legal Counsel to Negotiate a Cooperative Agreement with the City of Kansas City, Missouri and Kansas City Live, LLC
Resolution 2019-08	Resolution of the 1200 Main/South Loop Community Improvement District Approving a One Percent (1%) Sales and Use Tax to be Presented to Qualified Voters in the District for Their Approval in a Mail-In Election
Resolution 2019-09	Resolution of the 1200 Main/South Loop Community Improvement District Approving the Budget for Fiscal Year 2020 and Appropriating Funds
Resolution 2020-01	Resolution of the 1200 Main/South Loop Community Improvement District Acknowledging the Loss of Qualification of Dan Bagunu and Bruce Campbell and Appointing Interim Director to Replace Dan Bagunu
Resolution 2020-02	Resolution Approving the Minutes of the June 18, 2019 Initial Board of Directors Meeting
Resolution 2020-03	Resolution of the 1200 Main/South Loop Community Improvement District Electing Officers
Resolution 2020-04	Resolution of the 1200 Main/South Loop Community Improvement District Authorizing the Execution of the Cooperative Agreement with the City of Kansas City, Missouri and Kansas City Live, LLC

Resolution 2020-05	A Resolution of the 1200 Main/South Loop Community Improvement District Establishing the Revenue Fund of the District and Directing Deposits of District Revenues; Designating a Financial Institution as the Depository of the District's Funds and Authorizing the Establishment of Depository Accounts at Such Institution; and Authorizing Certain Related Actions in Connection with the Foregoing
Resolution 2020-06	Resolution of the 1200 Main/South Loop Community Improvement District Expressing the District's Intent to Engage a Certified Public Accountant Accounting Services and Authorizing the District Manager to Execute an Engagement Letter Between the District and SE Cooper & Associates and Authorizing the Procurement of Accountancy Services
Resolution 2020-07	Resolution of the 1200 Main/South Loop Community Improvement District Authorizing the Procurement of Insurance for the District
Resolution 2020-08	Resolution of the 1200 Main/South Loop Community Improvement District Approving the Budget for Fiscal Year 2021 and Appropriating Funds

**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](mailto:missouridevelopment@ded.mo.gov)

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

## 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT

### RESOLUTION NO. 2019-01

#### **RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT ACKNOWLEDGING BOARD MEMBERS' ACCEPTANCE OF OATH OF OFFICE**

**WHEREAS**, on May 2, 2019, the City Council of the City of Kansas City, Missouri (the "City") adopted Ordinance Number 190306, pursuant to which the City approved the Petition for the Establishment of the 1200 Main/South Loop Community Improvement District (the "Petition"), and established the 1200 Main/South Loop Community Improvement District (the "District") for the purposes set forth in the Petition;

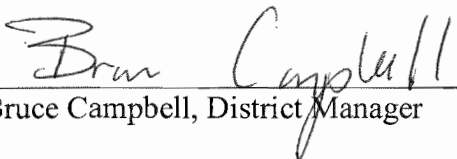
**WHEREAS**, the Petition designated the initial Board of Directors of the District (the "Initial Directors"); and

**WHEREAS**, the Initial Directors have executed written oaths of office in which they have indicated their acceptance of the office of Director of the District.

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

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

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on June 18, 2019.

  
\_\_\_\_\_  
Bruce Campbell, District Manager

**1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION NO. 2019-02**

**RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT ELECTING OFFICERS**

**WHEREAS**, the Bylaws of the 1200 Main/South Loop Community Improvement District (the "District") require the District's Board of Directors (the "Board") to elect a Chairman, District Manager, Secretary and Treasurer and such other officers or employees as the Board deems necessary;

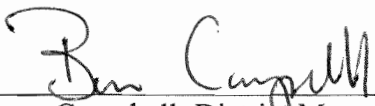
**WHEREAS**, the Board desires to elect a Chairman, District Manager, Secretary and Treasurer as the officers of the District in accordance with the Bylaws; and

**WHEREAS**, the Chairman, District Manager, Secretary and Treasurer shall have the powers and duties described in the Bylaws.

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

1. Jeffrey Williams is elected Chairman of the District.
2. Kerrie Tyndall is elected Vice Chair of the District.
3. Bruce Campbell is elected District Manager of the District.
4. Gabriel Robinson is elected Secretary of the District.
5. Dan Bagunu is elected Treasurer of the District.
6. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.
7. Each officer of the District elected above shall serve a term of one year and until his or her successor has been duly elected.
8. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the 1200 Main/South Loop Community Improvement District on June 18, 2019.

  
\_\_\_\_\_  
Bruce Campbell, District Manager

## **1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

### **RESOLUTION NO. 2019-03**

#### **RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT ADOPTING BYLAWS OF THE DISTRICT AND RATIFYING PAST ACTIONS IN FURTHERANCE OF THE FORMATION OF THE DISTRICT**

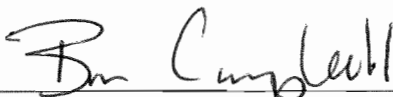
**WHEREAS**, the Directors desire to adopt the Bylaws of the 1200 Main/South Loop Community Improvement District (the “Bylaws”) in substantially the form attached as Exhibit A and have determined that such Bylaws will provide an efficient and effective structure for the governance of the affairs of the District; and

**WHEREAS**, the Board of Directors (“Directors”) of the 1200 Main/South Loop Community Improvement District (the “District”) desire to ratify, acknowledge and accept all lawful action taken by and on behalf of the District prior to its formation.

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

1. The Bylaws are approved and adopted.
2. The Chairman and the Secretary are authorized and directed to execute the Bylaws.
3. The Secretary is instructed to cause the Bylaws to be made a part of the corporate records of the District.
4. That all lawful actions taken by or on behalf of the District for purposes of its formation to be undertaken are hereby ratified, acknowledged and accepted.
5. The officers of the District are authorized and directed to take all further action to carry out the purpose and intent of this Resolution.
6. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on June 18, 2019.

  
\_\_\_\_\_  
Bruce Campbell, District Manager



**Exhibit A**

**Bylaws of the 1200 Main/South Loop Community Improvement District**

**[SEE ATTACHED]**

**BYLAWS  
OF  
THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

**ARTICLE I  
Defined Terms**

Section 1.1    Act.

The Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo., as amended.

Section 1.2    District.

The 1200 Main/South Loop Community Improvement District, a political subdivision created pursuant to Sections 67.1401 to 67.1571, of the Revised Statutes of Missouri (“RSMo”), and formed by the City Council of Kansas City, Missouri, by Ordinance Number 190306, effective May 12, 2019.

Section 1.3    Board.

The Board of Directors of the District, which is the governing body of the District.

Section 1.4    City.

The City of Kansas City, Missouri.

Section 1.5    City Clerk.

The City Clerk of the City.

Section 1.6    City Council.

The City Council the City.

Section 1.7    Developer.

Kansas City Live, LLC or its then successor in interest, if any, under that certain Master Development Agreement between the City and the Developer dated April 27, 2004, as amended from time-to-time (the “MDA”).

Section 1.8    Directors.

Member(s) of the Board of Directors.

Section 1.9 Initial Directors.

The initial Directors set forth in the Petition.

Section 1.10 Mayor.

The Mayor of the City.

Section 1.11 Owner.

For real property, the individual or individuals or entity or entities who own a fee interest in real property that is located within the District or their legally authorized representative; for business organizations and other entities, the Owner shall be deemed to be the individual which is legally authorized to represent the entity in regard to the District.

Section 1.12 Petition.

The petition forming the District and approved by the City.

Section 1.13 Sunshine Law.

Sections 610.010 to 610.030, RSMo, as it may be amended, governing meetings of public governmental bodies, including the Directors for the District, as now or hereafter amended.

Section 1.14 Undefined Terms.

Any term undefined by this Article shall have the same meaning as such term is given under the Act, if any.

**ARTICLE II**  
**Purposes**

The purposes of the District shall be to provide those services and improvements set forth in the Petition for creation of the District and the Five Year Plan attached thereto, and for all other lawful purposes that may be authorized by the Board and permitted under the Petition and the Act.

**ARTICLE II**  
**Offices; Records; Seal**

Section 3.1 Principal Office.

The principal office of the District shall be located at such place as may from time to time be designated by the Board. The District may have such other offices as the business of the District may require from time to time, located at such place or places as may be designated by the Board.

Section 3.2 Records.

The District shall keep correct and complete books and records of account and shall also keep minutes of all meeting of the Board and any committee of the Board. The District shall keep a record of the name and place of residence of each Director and each officer. All records shall be kept in accordance with the Sunshine Law. Requests for inspection and copying of District records shall be made as outlined in the Sunshine Law and any relevant Resolution of the Board in effect from time to time.

Section 3.3 Seal.

The District shall not have a corporate seal unless it is otherwise required by law to obtain or use such seal.

**ARTICLE IV**  
**Board of Directors**

Section 4.1 General Powers.

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

Section 4.2 Number of Directors.

The Board shall consist of five (5) Directors. The Initial Directors were set forth in the Petition.

Section 4.3 Qualifications of Directors.

Each Director shall meet the following requirements:

- A. Be at least 18 years of age;
- B. be either an owner (as defined in the Act) of real property or of a business operating within the District, or a registered voter residing within the District;
- C. be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

- D. except for the initial directors named in the Petition, be nominated according to slates submitted as described in the Petition.

In addition to the qualifications above, four Directors shall each at all times be a representative of the City who is designated by the City (each a “City Director”). The remaining Director is referred to herein as “KC Live Director”.

#### Section 4.4 Terms of Directors.

The Initial Directors shall serve for the terms set forth in the Petition or until his/her successor is appointed in accordance with the Act, Petition and the procedures set forth below. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with the Petition and the Act. In the event of a vacancy on the Board, the remaining Directors shall elect an Interim Director to fill such vacancy for the remainder of the unexpired term and until his/her successor is appointed in accordance with the Petition and the Act.

#### Section 4.5 Successor Directors.

- A. In accordance with the procedures set forth in the Petition, Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to slates submitted to the City Clerk. Those Successor Directors to take seats allocated to the “City” shall be designated by the City Manager of the City (the “City Manager”) on a written slate submitted by the City Manager, and that Successor Director to take the seat allocated to “KC Live” shall be designated by the Developer on a written slate submitted by the Developer.
- B. Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor for consideration by the City Council. Not later than 30 days following the date the slate is submitted to the City Clerk:
  - i. the Mayor shall appoint the Successor Directors according to the slates submitted, and the City Council shall consent by resolution to the appointment; or
  - ii. the Mayor, or the City Council, may reject the slates submitted and request in writing, with written reasons for rejection of the slate, that the Board submit an alternate slate.

If such action by the Mayor or the City Council is not completed within the 30-day period, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the slate submitted.

Section 4.6    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.

Section 4.7    Designation of Committees.

The Board may by resolution designate one or more committees and confer upon them such powers as it deems expedient for the conduct of the District's business.

Section 4.8    Removal for Cause.

In accordance with Section 67.1451.7 of the Act, any Director may be removed for cause by a two-thirds affirmative vote of the Board (four Directors). Written notice of the proposed removal shall be given to all Directors prior to action thereon. Notwithstanding anything to the contrary, upon any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, such Director shall cease to be a Director automatically and without need for action by the remainder of the Board, effective upon the date such person ceased to so qualify.

**ARTICLE V**  
**Meetings and Procedures**

Section 5.1    Procedural Rules.

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

Section 5.2    Annual Meeting.

The Board shall hold an annual meeting and adopt an annual budget no later than thirty days prior to the first day of each fiscal year. The annual meeting shall be held during the month of March of each year at the principal office of the District, as designated by the Board, or at such other time and place as may be agreed by a majority of the Board.

Section 5.3    Regular Meetings.

The Board may hold regular meetings at such time, date and location as may from time to time be determined by Resolution of the Board.

Section 5.4    Special Meetings.

Special meetings of the Board may be called by or at the direction of the Chairman or any two (2) Directors may call and may fix the time and place for the holding of such meetings,

which shall be held for the purpose of transacting any business designated in the notice of the special meeting.

#### Section 5.5    Notices.

- A.    Notice to Directors. Written or printed notices of meetings of the Board, whether specifically required by the 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.
- 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. Copies of such notice shall at the same time be provided to any representative of the news media who requests notice of meetings of the District. In addition to the above requirements, if the Board proposes to hold a closed meeting, a 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 5.6    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 recorded in the minutes.

#### Section 5.7    Quorum.

A majority of the 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 5.8    Action.

The concurrence of the majority of the Directors present in any meeting at which a quorum is present shall bind the District.

Section 5.9 Telephone/Electronic Participation in Meetings.

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 5.10 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. Any votes taken during a closed meeting shall be taken by roll call and if any Director is participating in a Board meeting by conference telephone or other similar communications equipment, the presiding officer of the meeting shall take all votes 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 5.11 Adjournment.

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

Section 5.12 Compliance with State Sunshine Law.

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

**ARTICLE VI**  
**Officers**

Section 6.1 Officers.

The officers of the District shall consist of Chairman, District Manager, Secretary, Treasurer and such other offices as may from time to time be established by the Board. The officers shall be appointed among the members of the Board and shall at all times while holding such offices be members of the Board. Any two or more offices may be held by the same person.



## Section 6.2 Election and Term of Office.

Initially, the officers shall be elected by the Board at the first meeting of that body, to serve until the first annual meeting of the Board or until their successors are duly elected and qualified.

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

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

## Section 6.3 Removal.

Any officer or agent elected by the Board may be removed by the Board whenever, in its judgment, the best interests of the District will be served thereby. If for any reason any officer ceases to be a member of the Board, then such officer shall be deemed automatically removed from his or her position as an officer of the District.

## Section 6.4 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 6.5 General Powers.

The officers of the District shall have such powers and control in the District and management of the business and affairs of the District as is usual and proper in the case of, and incident to, such offices, except insofar as such power and control is limited by these Bylaws, by resolution of the Board or by the Act.

## Section 6.6 Duties of Chairman.

The Chairman shall preside at all Board meetings.

## Section 6.7 Duties of Other Officers.

- A. District Manager. The District Manager shall be the principal executive officer of the District and, subject to the control of the Board, shall in general supervise and control the business and affairs of the District. Unless otherwise directed by these Bylaws or by the Board, the District Manager shall supervise the business and affairs of the District and shall sign and deliver all agreements, documents and instruments executed in the name of the District.

B. 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 and as required by law;
- (3) Keep a register which includes the address and telephone number of each Director whose address and telephone number shall be furnished to the Secretary by the Director;
- (4) 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
- (5) Exercise such other duties as is from time to time delegated by the Board by resolution.

C. 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 receipted;
- (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

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.

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

Section 6.8 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 Act or any other applicable law.

Section 6.9 Employees and Independent Contractors.

The District may employ, or contract with any service provider for the services of, a District Manager, 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 6.10 Duties of Officers May Be Delegated.

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

**ARTICLE VII**  
**General Provisions**

Section 7.1 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 authority may be general or confined to specific instances. All contracts shall be approved by written resolution of the Board.

Section 7.2 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, Vice Chairman, District Manager or the Treasurer, or such other officers, agent or agents of the District and in such manner as shall from time to time be determined by resolution of the Board. The Board may require that any officer or employee handling money of the District be bonded at the District's expense, in such amounts as may be determined by the Board.

Section 7.3    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.

Section 7.4    Fiscal Year.

The fiscal year of the District shall begin on May 1 of each year and end on April 30 of the following year (which shall be the same fiscal year of the City).

Section 7.5    Waiver of Notice.

Whenever any notice whatever is required to be given under the provisions of these Bylaws, waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the times stated therein, shall be deemed equivalent to the giving of such notice; provided, however, that notwithstanding any defect or deficiency in the giving of any notice of a meeting of the Board to a Director, or the failure to give such notice, the attendance of a Director at a meeting of the Board shall of itself constitute waiver of notice unless such Director states at the beginning of such meeting that he or she is attending for the purpose of objecting to the conduct of the meeting by reason of improper notice of the meeting.

Section 7.6    Conflict of Interest.

No officer, agent or employee of the District shall have or shall acquire any interest, direct or indirect, in any project which the District is promoting, or in any contract or proposed contract for materials or services in any lease, mortgage, sale, or contract of any nature whatever relating to any such project or the District without forthwith making written disclosure to the District of the nature and extent of his interest, and such disclosure shall be entered in writing upon the minute book of the District.

Section 7.7    Certain Loans Prohibited.

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

Section 7.8    Absence of Personal Liability.

The Directors and officers of the District are not individually or personally liable for the debts, liabilities or obligations of the District.

Section 7.9    Budgets.

The District shall annually prepare a budget for the upcoming fiscal year and submit it to the City between November 2 and January 31. The budget shall set forth the expected

expenditures, revenues, and rates of taxes for the following fiscal year. The City Council, in its discretion, may review and comment on the submitted budget, and if comments are given, the comments must be submitted to the District no later than March 2. At the District's annual meeting, which is to be held no later than April 1, the District must adopt a budget for the next fiscal year.

#### Section 7.10 Annual Report and Audit

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

### **ARTICLE VIII** **Amendments**

From time to time these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board after ten (10) days' written notice of the proposed alteration, amendment or change has been given to each Director, 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 IX** **Indemnification of Directors**

Each person who is or was a director, officer or agent of the District or is or was serving at the request of the District as a director, officer, employee, manager, trustee or agent (each, a "Responsible Person") of any other entity or enterprise (including the heirs, executors, administrators or estate of such person) shall be indemnified by the District to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the District or, if serving at the request of the District, as a Responsible Person for another entity or enterprise. The indemnification provided by this Bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaw or under any agreement, vote of stockholders or disinterested directors or otherwise, and shall not limit in any way any right which the District may have to make different or further indemnifications with respect to the same or different persons or classes of persons. No person shall be liable to the District for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the District or of any other entity or enterprise which he serves as a Responsible Person at the request of the District, if such person (i) acted in good faith and did not maliciously disregard the best interests of the District, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or for such other entity or enterprise, or upon statements made or information furnished

by other responsible persons of the District, or of such other entity or enterprise, which he had no reasonable grounds to disbelieve.

## **ARTICLE X**

### **Insurance**

Upon resolution passed by the Board, the District may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the District against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the District would have the power to indemnify him or her against such liability under the provisions of Article IX.

### **CERTIFICATION**

The foregoing Bylaws were duly adopted as and for the Bylaws of the 1200 Main/South Loop Community Improvement District by the Board of said District at its meeting held on June 18, 2019.

---

Bruce Campbell, District Manager

---

Gabriel Robinson, Secretary

**1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION NO. 2019-04**

**RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT DESIGNATING A PRINCIPAL OFFICE OF THE DISTRICT**

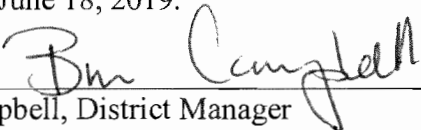
**WHEREAS**, Section 3.1 of the Bylaws of the 1200 Main/South Loop Community Improvement District (the “District”) require the District to designate a principal office; and

**WHEREAS**, the Board of Directors (the “Directors”) of the District desires to designate the principal office of the District in accordance with the Bylaws.

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

1. The principal office of the District shall be located at 414 East 12<sup>th</sup> Street, Kansas City, Missouri 64106.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on June 18, 2019.

  
\_\_\_\_\_  
Bruce Campbell, District Manager



**1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION NO. 2019-05**

**RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT EXPRESSING THE DISTRICT'S INTENT TO COMPLY WITH THE MISSOURI SUNSHINE LAW AND APPOINTING A CUSTODIAN OF RECORDS**

**WHEREAS**, Section 610.023.1, 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;


**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, commonly referred to as the Sunshine Law, regarding the release of information on any meeting, record or vote.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the 1200 Main/South Loop Community Improvement District (the "District"), as follows:

1. Gabriel Robinson is hereby appointed custodian of the records of the District (the "Custodian"); The Custodian is located at 50 E. 13th Street, Suite 200, Kansas City, Missouri 64106.
2. The 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. The fees to be charged for access to or furnishing copies of records shall be as hereinafter provided: 10 cents per page for paper copies 9 by 14 or smaller, plus \$15.00 per hour for duplicating time. Research time may be billed at actual cost.
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 sections 610.010 to 610.030, RSMo, the Sunshine Law, as amended from time to time.
6. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the 1200 Main/South Loop Community Improvement District on June 18, 2019.

  
\_\_\_\_\_  
Bruce Campbell, District Manager

## 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION NO. 2019-06

### **RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT EXPRESSING THE DISTRICT'S INTENT TO ENGAGE COUNSEL AND AUTHORIZING THE DISTRICT MANAGER TO EXECUTE AN ENGAGEMENT LETTER BETWEEN THE DISTRICT AND LEWIS RICE LLC.**

**WHEREAS**, on May 2, 2019, the City Council of the City of Kansas City, Missouri (the "City") adopted Ordinance Number 190306, pursuant to which the City approved the Petition for the Establishment of the 1200 Main/South Loop Community Improvement District (the "Petition"), and established the 1200 Main/South Loop Community Improvement District (the "District") for the purposes set forth in the Petition;

**WHEREAS**, Section 6.9 of the Bylaws of the District authorize the Board of Directors (the "Directors") to retain legal counsel; and

**WHEREAS**, the District desires to engage the law firm of Lewis Rice LLC as counsel for legal services.

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

1. The District Manager is authorized to execute an Engagement Letter on behalf of the District to engage the services of Lewis Rice LLC as general counsel for the District and to take all further action to carry out the purpose and intent of this Resolution.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on June 18, 2019.

  
\_\_\_\_\_  
Bruce Campbell, District Manager

**1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION NO. 2019-07**

**RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT DIRECTING THE CHAIRMAN AND LEGAL COUNSEL TO NEGOTIATE A COOPERATIVE AGREEMENT WITH THE CITY OF KANSAS CITY, MISSOURI AND KANSAS CITY LIVE, LLC**

**WHEREAS**, on May 2, 2019, the City Council of the City of Kansas City, Missouri (the “City”) adopted Ordinance Number 190306, pursuant to which the City approved the Petition for the Establishment of the 1200 Main/South Loop Community Improvement District (the “Petition”), and established the 1200 Main/South Loop Community Improvement District (the “District”) for the purposes set forth in the Petition;

**WHEREAS**, Section 67.1461, RSMo, authorizes the District to enter into agreements with public and private entities to exercise its powers and carry out its duties pursuant to Section 67.1401 to 67.1571, RSMo;

**WHEREAS**, the Petition anticipates that the District, the City and Kansas City Live, LLC (the “Developer”) will enter into a Cooperative Agreement (the “Cooperative Agreement”) to provide for the process and conditions under which the Developer and the City will be reimbursed by the District for certain reimbursable costs (the “Reimbursable Costs”) through a sales and use tax expected to be imposed by the District (the “CID Sales Tax”) and the process by which the City will administer the CID Sales Tax on behalf of the District.

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

1. That the District Manager and the District’s legal counsel are authorized and directed to negotiate the terms of the Cooperative Agreement among the City, the District and the Developer, as provided in the Petition, for presentation to and consideration of approval by the Board.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on June 18, 2019.

  
\_\_\_\_\_  
Bruce Campbell, District Manager

## **1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

### **RESOLUTION NO. 2019-08**

#### **RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT APPROVING A ONE PERCENT (1%) SALES AND USE TAX TO BE PRESENTED TO QUALIFIED VOTERS IN THE DISTRICT FOR THEIR APPROVAL IN A MAIL-IN ELECTION**

**WHEREAS**, on May 2, 2019, the City Council of the City of Kansas City, Missouri (the “City”) adopted Ordinance Number 190306, pursuant to which the City approved the Petition for the Establishment of the 1200 Main/South Loop Community Improvement District (the “Petition”), and established the 1200 Main/South Loop Community Improvement District (the “District”) for the purposes set forth in the Petition;

**WHEREAS**, the District is a public body created under the authority of the 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**, pursuant to the Petition and the Cooperative Agreement to be entered into among the District, the City and Kansas City Live, LLC, the District may fund costs associated with: (1) forming the District, (2) operating and administering the District, (3) construction, operation, maintenance, management, repairs and/or replacements (including any repairs and replacements that are chargeable to capital under generally accepted accounting principles consistently applied) of future parking facilities that the City is (under certain conditions) obligated to provide within the District pursuant to Section 6.9 of that certain Master Development Agreement between the City and the Developer dated April 27, 2004, as amended from time-to-time (the “MDA”), and (4) operation, maintenance, management, repairs and replacements (including any repairs and replacements that are chargeable to capital under generally accepted accounting principles consistently applied) of certain existing parking facilities within the District, as more fully set forth in Section 6.13 of the MDA and in Section 5 of the Five Year Plan attached to the Petition (the “Eligible Costs”);

**WHEREAS**, Section 67.1545 of the Act authorizes the Board of Directors of the District (the “Board”) to submit a sales and use tax proposal to an election by the qualified voters of the District for the purposes of funding the Eligible Costs;

**WHEREAS**, Section 67.1545 of the Act authorizes the use of a mail-in election procedure for such sales and use tax proposal;

**WHEREAS**, the Board desires to impose a one percent (1%) sales and use tax (the “Sales and Use Tax”) within the District in accordance with the Act, for a period of 30 years from the date on which such tax is first collected or until such time as either (i) the District is terminated (if such time is less than 30 years) or (ii) the sales and use tax is repealed by the District in accordance with the provisions of Section 67.1401 to 67.1571 of the Revised Statute

of Missouri, as amended, for the purpose of paying the Eligible Costs and to submit such Sales and Use Tax to the qualified voters of the District for approval; and

**WHEREAS**, the Sales and Use Tax will be imposed on all retail sales made in the District which are subject to taxation pursuant to the provisions of Section 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors, sales to or by public utilities and providers of communications, cable, or video services.

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

1. Subject to the approval of the qualified voters in the District in accordance with the Act, the District hereby imposes the Sales and Use Tax for a period of 30 years from the date on which such tax is first collected or until such time as either (i) the District is terminated (if such time is less than 30 years) or (ii) the sales and use tax is repealed by the District in accordance with the provisions of the Act.
2. The Board approves the submission of the Sales and Use Tax to the qualified voters of the District for their approval in accordance with the mail-in ballot provisions of Section 67.1545 of the Act, pursuant to the following ballot proposition:

*“Shall the 1200 Main/South Loop Community Improvement District (the “District”) impose a community improvement districtwide sales and use tax at the maximum rate of one percent (1%) for a period of 30 years from the date on which such tax is first imposed, or until such time as either (i) the District is terminated (if such time is less than 30 years) or (ii) the sales and use tax is repealed by the District in accordance with the provisions of Section 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, for the purpose of providing revenue to pay for or finance the costs associated with: (1) forming the District, (2) operating and administering the District, (3) construction, operation, maintenance, management, repairs and/or replacements (including any repairs and replacements that are chargeable to capital under generally accepted accounting principles consistently applied) of future parking facilities that the City is (under certain conditions) obligated to provide within the District pursuant to Section 6.9 of that certain Master Development Agreement between the City and the Developer dated April 27, 2004, as amended from time-to-time (the “MDA”), and (4) operation, maintenance, management, repairs and replacements (including any repairs and replacements that are chargeable to capital under generally accepted accounting principles consistently applied) of certain existing parking facilities within the District, as more fully set forth in Section 6.13 of the MDA and in Section 5 of the Five Year Plan attached to the District’s Formation 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.”*

3. Upon approval of the Sales and Use Tax by the qualified voters of the District, the District shall notify the director of the Department of Revenue within 10 days after the qualified voters have approved the imposition of the Sales and Use Tax pursuant to Section 67.1545.3 of the Act.
4. Upon approval of the Sales and Use Tax by the qualified voters of the District, and in accordance with Section 67.1545.3 of the Act, the Sales and Use Tax shall become effective on the first day of the second calendar quarter after the director of the Department of Revenue receives notice of the adoption of the Sales and Use Tax.
5. The District hereby consents to fifty percent (50%) of the revenue from the Sales and Use Tax being considered economic activity taxes subject to deposit into the special allocation fund of the 1200 Main/South Loop Tax Increment Financing Plan.
6. The District Manager is authorized and directed to take all action necessary to carry out the purpose and intent of this Resolution, including but not limited to, working with legal counsel for the District in determining the appropriate time to submit the ballot proposition to the qualified voters in the District concerning the imposition of a Sales and Use Tax and working with legal counsel for the District and, if necessary, the local election authorities, in conducting the mail-in election.
7. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the 1200 Main/South Loop Community Improvement District on June 18, 2019.

  
Bruce Campbell, District Manager

## 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT

### RESOLUTION NO. 2019-09

#### RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT APPROVING THE BUDGET FOR FISCAL YEAR 2020 AND APPROPRIATING FUNDS

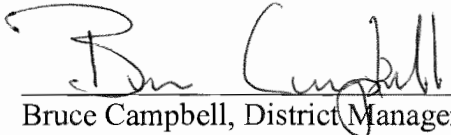
**WHEREAS**, on May 2, 2019, the City Council of the City of Kansas City, Missouri, (the “City”) adopted Ordinance Number 190306, pursuant to which the City approved the Petition for the Establishment of the 1200 Main/South Loop Community Improvement District (the “Petition”), and established the 1200 Main/South Loop Community Improvement District (the “District”) for the purposes set forth in the Petition; and

**WHEREAS**, Missouri law, including the Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended (the “Act”), requires that the District submit to the City a proposed annual budget for review and comment by the City’s City Council, and adopt an annual budget.

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

1. The District approves the proposed annual budget for its fiscal year ending April 30, 2020 (“FYE 2020”) attached hereto as Exhibit A, and hereby appropriates all District revenues realized by the District during FYE 2020 to pay for the costs and expenses reflected on the District’s Budget with respect to FYE 2020.
2. The District instructs the District Manager to submit the annual Budget for FYE 2020 to the City Council for review in accordance with the Act, recognizing however, that the timing of this initial meeting of the Board at which this resolution is adopted does not allow for delivery of the Budget within the review period provided by the Act.
3. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on June 18, 2019.

  
\_\_\_\_\_  
Bruce Campbell, District Manager

**Exhibit A**

**FYE 2020 Annual Budget**

**[SEE ATTACHED]**



**1200 Main/South Loop Community Improvement District  
FYE April 30, 2020 Budget**

**BUDGET MESSAGE**

The 1200 Main/South Loop Community Improvement District (the “**District**”) was formed as a political subdivision of the State of Missouri on May 2, 2019 by the City Council of the City of Kansas City, Missouri (the “**City**”) by Ordinance No. 190306 upon a Petition to Establish the District (the “**Petition**”). The District currently has no source of revenue. However, the Petition authorized the District to impose within the District, upon qualified voter approval, a one percent (1%) sales and use tax (the “**CID Sales Tax**”). At the initial meeting of the Board of Directors of the District, the Board of Directors will consider a Resolution to approve the CID Sales Tax. This Budget assumes that the CID Sales Tax will commence on January 1, 2020.

The District has adopted a fiscal year beginning May 1 and ending April 30 of each year, the same as the fiscal year of the City.

The City, the District and Kansas City Live, LLC (the “**Developer**”) intend to enter into a Cooperative Agreement (the “**Cooperative Agreement**”) pursuant to which the District would agree make its revenue available to pay certain costs set forth in the Petition and the Cooperative Agreement. However, until the termination of the 1200 Main/South Loop Tax Increment Financing Plan (the “**TIF Plan**”), one half of the CID Sales Tax revenue will be captured as economic activity taxes in accordance with the TIF Plan for deposit in the Special Allocation Fund maintained with respect to the TIF Plan (the “**Special Allocation Fund**”).

	<u><b>FYE 4/30/2020 <sup>1</sup></b></u>
<u><b>REVENUES</b></u>	
CID Sales and Use Tax	\$200,000.00
<b>TOTAL REVENUES</b>	<u><b>\$200,000.00</b></u>
<u><b>EXPENDITURES</b></u>	
Transfer to Special Allocation Fund	\$100,000.00
Disbursement to Developer for the purpose of operating, maintaining, managing and repairing certain garages within the District as provided by the Cooperative Agreement	\$90,000.00
CID Operating and Administrative Costs	<u>\$10,000.00</u>
<b>TOTAL EXPENDITURES</b>	<u><b>\$200,000.00</b></u>
<b>TOTAL ESTIMATED ENDING BALANCE</b>	<u><u><b>\$0.00</b></u></u>

<sup>1</sup> Estimated

## 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT

Resolution 2020-01

### RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT ACKNOWLEDGING THE LOSS OF QUALIFICATION OF DAN BAGUNU AND BRUCE CAMPBELL AND APPOINTING INTERIM DIRECTOR TO REPLACE DAN BAGUNU

**WHEREAS**, Dan Bagunu lost qualification to be a Director of the 1200 Main/South Loop Community Improvement District (the “District”) effective January 1, 2020; and


**WHEREAS**, Bruce Campbell lost qualification to be a Director of the 1200 Main/South Loop Community Improvement District (the “District”) effective February 25, 2020; and

**WHEREAS**, the Bylaws of the District provide that in the event of a vacancy on the Board of Directors of the District (the “Board”) prior to the expiration of a Director’s term, the remaining Directors shall elect an Interim Director to fill the vacancy for the unexpired term;

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

1. That the District acknowledges the disqualification of Dan Bagunu as a Director of the District, effective January 1, 2020, and the disqualification of Bruce Campbell as a Director of the District, effective February 25, 2020.
2. Sean Carroll has been designated by the City of Kansas City, Missouri (the “City”) as a “City Representative” to serve as a Director of the District in substitution of Dan Bagunu. The City has not designated any individual to serve as a Director of the District in substitution of Bruce Campbell.
3. Sean Carroll is hereby appointed to serve as a Director of the District to fill the vacancy created by the loss of qualification Dan Bagunu, for a term to expire May 2, 2021, or until his successor is elected and qualified.
4. The Board officially acknowledges Sean Carroll’s execution of the oath of office as a Director of the District, which shall be maintained with the records of the District.
5. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the 1200 Main/South Loop Community Improvement District on March 9, 2020.

DocuSigned by:  
  
Kerrie Tyndall, District Manager  
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**1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION 2020-02**

**RESOLUTION APPROVING THE MINUTES OF THE JUNE 18, 2019 INITIAL BOARD OF DIRECTORS MEETING**

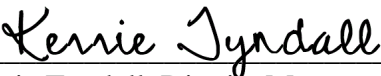
**WHEREAS**, the Bylaws of the 1200 Main/South Loop Community Improvement District (the “District”) require the District to keep minutes of Board of Directors’ meetings;

**WHEREAS**, the Board of Directors of the District (the “Board”) conducted the initial Board meeting on June 18, 2019; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the minutes of the initial Board meeting held on June 18, 2019 are attached hereto as Exhibit A and shall be and are hereby approved in all respects.

**PASSED** by the Board of Directors of the 1200 Main/South Loop Community Improvement District on March 9, 2020.

DocuSigned by:  
  
Kerrie Tyndall, District Manager  
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**EXHIBIT A**

**JUNE 18, 2019 INITIAL MEETING MINUTES**

**[See Attached]**

**1200 MAIN/SOUTH LOOP  
COMMUNITY IMPROVEMENT DISTRICT**

**MINUTES OF THE INITIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE DISTRICT**

The initial meeting of the Board of Directors (“Board”) of the 1200 Main/South Loop Community Improvement District (the “District”) was held on June 18, 2019 commencing at 4:00 p.m., in the Large Conference Room, 15th Floor at Kansas City, Missouri City Hall, 414 E. 12th Street, Kansas City, Missouri, 64106, pursuant to due notice.

The following members of the Board were present in person: Jeffrey Williams, Bruce Campbell, Kerry Tyndall, Dan Bagunu and Gabriel Robinson. Also present in person were Doug Stone and Denise Goodson of Lewis Rice, LLC. After each person in attendance introduced themselves, Mr. Stone offered to direct the meeting because officers had not yet been appointed. After determining that a quorum of Board members was present, Mr. Stone called the meeting to order.

Mr. Stone opened the meeting with explanation of the protocol for the meeting.

Mr. Stone then confirmed that all oaths of office had been executed by all initial Directors of the District. Mr. Williams made a motion to adopt Resolution No. 2019-01, acknowledging the Directors’ Oaths of Office, which Mr. Campbell seconded. A vote was held and Resolution No. 2019-01 was unanimously adopted.

The next order of business taken up by the Board was the election/appointment of officers of the District. Mr. Stone explained that the Directors would choose who among them would first take each office. Discussion ensued during which it was decided to create the office of Vice Chair. Upon conclusion of the discussion, Mr. Bagunu made a motion to adopt Resolution No. 2019-02, appointing Mr. Williams as Chairman, Ms. Tyndall as Vice Chair, Mr. Campbell as District Manager, Mr. Robinson as Secretary and Mr. Bagunu as Treasurer. Mr. Williams seconded the motion. A vote was held and Resolution No. 2019-02 was unanimously adopted.

The next order of business was the adoption of Bylaws for the District. Mr. Williams made a motion to adopt Resolution No. 2019-03, adopting the Bylaws of the District and ratifying actions in furtherance of formation of the District, which Ms. Tyndall seconded. A vote was held and Resolution No. 2019-03 was unanimously adopted.

Ms. Tyndall then asked for clarification as to the boundaries of the District, and Mr. Stone reviewed the District boundary map with the Board.

The Board then considered the designation of a Principal Office of the District. Mr. Bagunu made a motion to adopt Resolution No. 2019-04, designating the Principal Office of the District, which Mr. Williams seconded. A vote was held and Resolution No. 2019-04 was unanimously adopted.

The next order of business taken up by the Board was the Board's expression of intent to comply with the Missouri Sunshine Law. Mr. Stone gave a short explanation regarding Sunshine Law compliance as it would pertain to the District. Discussion ensued, upon the conclusion of which Ms. Tyndall made a motion to adopt Resolution No. 2019-05, expressing the District's intent to comply with the Sunshine Law and the appointment of Mr. Williams to be the Custodian of the records of the District. Mr. Campbell seconded the motion. A vote was held and Resolution No. 2019-05 was unanimously adopted.

The meeting agenda then called for the meeting to be opened to public comments; however, no members of the public were present. Accordingly, the meeting continued.

The Board then discussed the authorization of engagement of legal counsel. Mr. Stone opened the discussion by noting that although the proposed resolution would authorize engaging him/his firm as counsel for the District, the Directors could choose whatever firm they preferred for the engagement. Discussion ensued, during various parameters of the scope of engagement were considered for further discussion in the negotiation of an engagement letter. Upon conclusion of the discussion, Mr. Williams made a motion to adopt Resolution No. 2019-06, engaging legal counsel and authorizing the negotiation and execution of an engagement letter between the District and Lewis Rice LLC and authorizing the procurement of legal services, which Mr. Bagunu seconded. A vote was held and Resolution No. 2019-06 was unanimously adopted.

The next order of business taken up by the Board was the process regarding negotiation of a Cooperative Agreement (the "Agreement") to be entered between the City of Kansas City, Missouri (the "City"), and Kansas City Live, LLC (the "Developer") and the District to provide for the process and conditions under which the Developer and the City will be reimbursed by the District for certain reimbursable costs through a sales and use tax expected to be imposed by the District. Discussion ensued, upon the conclusion of which Mr. Williams made a motion to adopt Resolution 2019-07, directing the District Manager and legal counsel to negotiate the Agreement for presentation to and consideration of approval by the Board. Mr. Robinson seconded the motion. A vote was held and Resolution No. 2019-07 was unanimously adopted.

The Board then discussed the imposition of a sales and use tax. Mr. Stone advised the Board that the District's Petition contemplates the District imposing a one percent (1.00%) sales and use tax on all retail sales within the District, with certain exceptions as provided by statute (the "CID Sales Tax"). He then explained that the procedure is that the Board would first pass a resolution levying the sales and use tax subject to approval of qualified voters in the District. He further generally explained the election procedure to follow. Discussion ensued, including information regarding property ownership within the District. Upon conclusion of the discussion, Mr. Williams made a motion to adopt Resolution No. 2019-08, imposing the CID Sales Tax and approving the submission of the ballot language to the District's qualified voters. Mr. Robinson seconded the motion. A vote was held and Resolution No. 2019-08 was unanimously adopted.

The next order of business was to adopt a Budget for the Fiscal Year ending April 30, 2020. Mr. Stone explained the method by which the budget estimates were determined.

Discussion ensued, and upon conclusion of the discussion, Ms. Tyndall made a motion to adopt Resolution No. 2019-09, adopting the Budget for Fiscal Year ended April 30, 2020, which Mr. Williams seconded. A vote was held and Resolution No. 2019-09 was unanimously adopted.

Mr. Stone then opened discussion regarding any other business to come before the Board. The first topic discussed was the need to engage accounting/auditing services. It was noted that Susan Cooper provides accounting services for the 1200 Main/South Loop TDD and other CIDs. Mr. Stone advised he would reach out to Ms. Cooper to provide a quote for providing such services to the District.

The next topic discussed was the future need to procure Directors and Officers insurance coverage. Discussion ensued in which it was suggested that the carrier which provides such coverage for the City should be determined to be considered as a possible vendor.

Lastly, Mr. Stone raised the issue of how the CID would approach participation in future Sales Tax Holidays. Discussion ensued, and Mr Bagunu advised that he would confirm the approach taken by the City and report to the Board.

There being no other business to come before the Board, Mr. Williams made a motion to adjourn, which Ms. Tyndall seconded. Accordingly, the meeting was adjourned.

Respectfully submitted,

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Gabriel Robinson, Secretary

## 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT

### RESOLUTION NO. 2020-03

#### RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT ELECTING OFFICERS

**WHEREAS**, the Bylaws of the 1200 Main/South Loop Community Improvement District (the “District”) require the District’s Board of Directors (the “Board”) to elect a Chairman, District Manager, Secretary and Treasurer and such other officers or employees as the Board deems necessary;

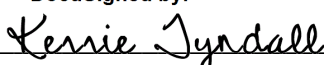
**WHEREAS**, the Board desires to elect a Chairman, District Manager, Secretary and Treasurer as the officers of the District in accordance with the Bylaws; and

**WHEREAS**, the Chairman, District Manager, Secretary and Treasurer shall have the powers and duties described in the Bylaws.

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

1. Jeffrey Williams is elected Chairman of the District.
2. Kerrie Tyndall is elected Vice Chair of the District.
3. Kerrie Tyndall is elected District Manager of the District.
4. Gabriel Robinson is elected Secretary of the District.
5. Sean Carroll is elected Treasurer of the District.
6. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.
7. Each officer of the District elected above shall serve a term of one year and until his or her successor has been duly elected. However, it is the intent of the Board that once the City of Kansas City, Missouri designates an individual to serve as a Director of the District in substitution of Bruce Campbell, the Board will then elect such individual to replace Kerrie Tyndall as District Manager for the remainder of the one year term.
8. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the 1200 Main/South Loop Community Improvement District on March 9, 2020.

DocuSigned by:  
  
Kerrie Tyndall, District Manager  
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## **1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

### **RESOLUTION NO. 2020-04**

#### **RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING THE EXECUTION OF THE COOPERATIVE AGREEMENT WITH THE CITY OF KANSAS CITY, MISSOURI AND KANSAS CITY LIVE, LLC**

**WHEREAS**, on May 2, 2019, the City Council of the City of Kansas City, Missouri (the “City”) adopted Ordinance Number 190306, pursuant to which the City approved the Petition for the Establishment of the 1200 Main/South Loop Community Improvement District (the “Petition”), and established the 1200 Main/South Loop Community Improvement District (the “District”) for the purposes set forth in the Petition;

**WHEREAS**, Section 67.1461, RSMo, authorizes the District to enter into agreements with public and private entities to exercise its powers and carry out its duties pursuant to Section 67.1401 to 67.1571, RSMo;

**WHEREAS**, the District, the City and Kansas City Live, LLC (the “Developer”) desired to enter into a Cooperative Agreement, substantially in the form attached hereto as Exhibit A (the “Cooperative Agreement”) to provide for the process and conditions under which the Developer and the City will be reimbursed by the District for certain reimbursable costs (the “Reimbursable Costs”) through a sales and use tax imposed by the District (the “CID Sales Tax”) and the process by which the CID Sales Tax will be administered and disbursed.

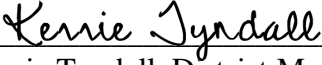
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the District, as follows:

1. The District Manager of the District is hereby authorized and directed to execute and deliver the Cooperative Agreement substantially in form and content attached hereto as Exhibit A, with such changes as are acceptable to the District Manager, the execution and delivery of such Cooperative Agreement by the District Manager with any changes being conclusive evidence of the acceptability of such changes to the District Manager and the approval thereof by the District.
2. The proper officers of the District are hereby authorized and directed to take all actions and execute and deliver all such other documents and instruments necessary or appropriate, in the discretion of such officer(s) of the District, in order to consummate the transactions contemplated by the Cooperative Agreement, the taking of such actions, and

the execution and delivery of such other documents and instruments on behalf of the District being conclusive evidence of such officer's determination of the necessity or appropriateness thereof.

3. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on March 9, 2020.

DocuSigned by:  
  
Kerrie Tyndall, District Manager  
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**EXHIBIT A**  
**COOPERATIVE AGREEMENT**

**[See Attached]**

COOPERATIVE AGREEMENT

among

1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT,

and

CITY OF KANSAS CITY, MISSOURI

and

KANSAS CITY LIVE, LLC

dated as of

March \_\_, 2020

## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** (“Agreement”), entered into as of this \_\_\_\_ day of March, 2020, among **1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**, a Missouri political subdivision and community improvement district (as more specifically defined below, the “District”), **CITY OF KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation (as more specifically defined below, the “City”), and **KANSAS CITY LIVE, LLC**, a Maryland limited liability company (as more specifically defined below, the “Developer”).

### RECITALS

**WHEREAS**, on February 1, 2019, the Petition (defined below), a copy of which is attached to this Agreement as **Exhibit A**, was filed with the City Clerk (defined below) pursuant to the Act (defined below); and

**WHEREAS**, on April 11, 2019, the City Council (defined below) held a public hearing regarding the establishment of the District; and

**WHEREAS**, on May 2, 2019, the City Council adopted Ordinance No. 190306 establishing the District as a political subdivision pursuant to the Act; and

**WHEREAS**, the purpose of the District is to provide revenue to pay all or a portion of District Project Costs (defined below), and in furtherance thereof the District has imposed the Sales Tax (defined below) for a period of thirty (30) years commencing January 1, 2020; and

**WHEREAS**, the District is wholly within the tax increment financing redevelopment area established by the TIF Plan (defined below); and

**WHEREAS**, the parties acknowledge that until such time as the TIF Plan expires or is terminated and the special allocation funds established in connection therewith are dissolved, one half (1/2) of the District Revenues (defined below) will be captured as economic activity taxes in accordance with the TIF Plan and the TIF Act (defined below) and will not available to pay District Project Costs; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth their respective rights and obligations with respect to the operation and administration of the District and the use and application of District Revenues to pay District Project Costs (defined below) and District Administrative Costs (defined below).

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

## ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

**Section 1.1 Recitals and Exhibits.** The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

**Section 1.2. Definitions.** In addition to words and terms defined by the Act and elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

**“Act”** means the Missouri Community Improvement District Act, §§ 67.1401, *et seq.*, RSMo, as amended.

**“Account”** means a non-interest bearing checking account for the deposit of District Revenues and for the payment of District Project Costs and District Administrative Costs, established in the name of the District at a bank selected by the District from time to time by Resolution.

**“Agreement”** means this Cooperative Agreement, as from time to time amended in accordance with its terms.

**“Annual Accounting Certificate”** means a Certificate of the Developer or the City, as applicable, in the form attached to this Agreement as **Exhibit B**.

**“Annual Accounting Challenge”** has the meaning set forth in **Section 3.2.B**.

**“Applicable Laws”** means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement, decision or agreement by, with or of any unit of government.

**“Block 110 Garage”** has the meaning set forth in the MDA.

**“Block 126 Garage”** has the meaning set forth in the MDA.

**“Board of Directors”** means the Board of Directors of the District.

**“Budget”** means the annual District budget that is prepared in accordance with applicable state laws and the terms of this Agreement.

**“Calculation Date”** means the first (1<sup>st</sup>) day of each calendar month during the Term.

**“Capital Cost”** means any expenditure treated as capital in nature in accordance with generally accepted accounting principles.

**“City”** means the City of Kansas City, Missouri, a constitutionally chartered municipal corporation.

**“City CID Sales Tax Share”** has the meaning set forth in Section 3.1.B.2.

**“City Clerk”** means the Clerk of the City.

**“City Council”** means the governing body of the City.

**“City Parking Agreement”** has the meaning set forth in the MDA.

**“Developer”** means Kansas City Live, LLC, a Maryland limited liability company, and its successors and permitted assigns.

**“Developer Affiliate”** means an entity that controls, is controlled by or is under common control with, Developer on the date relevant to the determination.

**“Developer CID Sales Tax Share”** has the meaning set forth in Section 3.1.B.3.

**“Distribution Date”** means the twenty-fifth (25<sup>th</sup>) day of each calendar month during the Term.

**“Distribution Memo”** means a written statement of the amount available for distribution from the Account on such Calculation Date, the amount and payee of each distribution made on such Distribution Date, and the amount, if any, remaining in the Account after such distributions (with an explanation of the basis for retaining such amount), in the form attached to this Agreement as Exhibit C.

**“District”** means the 1200 Main/South Loop Community Improvement District, a political subdivision of the State of Missouri and community improvement district established in accordance with the Act.

**“District Administrative Costs”** means the actual, reasonable costs and expenses incurred by or on behalf of the District for or in connection with the operation and administration of the District, which shall include, but are not limited to, the services of the District’s legal counsel, the Fiscal Agent, and independent certified public accountant, insurance premiums for directors’ and officers’ insurance, and costs of administration, enforcement and collection of the Sales Tax.

**“District Capital Project Costs”** means (a) any Capital Costs of repairs or replacements to the Block 110 Garage or the Block 126 Garage which the City is obligated to perform or provide pursuant to the terms of the City Parking Agreement, and (b) any costs of the construction of future parking facilities that the City is obligated to provide within the District pursuant to Section 6.9 of the MDA, or supporting the debt service relating to any Obligations.

**“District Non-Capital Project Costs”** means all costs and expenses which are incurred by the Developer (directly or through a Developer Affiliate) in operating, maintaining, managing and repairing the Block 110 Garage and the Block 126 Garage, together with any other garages

within the District that are constructed in support of residential buildings now existing or hereafter constructed by the Developer, or constructed by the City and operated by the Developer.

**“District Project Costs”** means District Non-Capital Project Costs and District Capital Project Costs.

**“District Revenue”** means the revenue generated by the Sales Tax (net of collection fees and other fees or costs retained by DOR) and actually deposited in the Account.

**“DOR”** means the Missouri Department of Revenue.

**“Event of Default”** means any event specified in Section 6.1.

**“Fiscal Agent”** means initially SE Cooper & Associates, PC, and in the event SE Cooper & Associates, PC or another entity then serving as the Fiscal Agent under this Agreement ceases to serve under this Agreement, then such other certified public accountant firm designated by Resolution to act as the Fiscal Agent under this Agreement.

**“Fiscal Year”** means the fiscal year of the District, which commences on May 1 and ends on April 30 of each calendar year.

**“List of Current District Administrative Costs”** means the List of Current District Administrative Costs in substantially the form attached as Exhibit D requesting approval by the designated officer of the District of payment of District Administrative Costs listed thereon.

**“MDA”** means that certain Master Development Agreement between the City and the Developer dated April 27, 2004, as now or hereafter amended.

**“Net Non-EATs District Revenues”** has the meaning set forth in Section 3.1.A.3.

**“Obligations”** means any bonds, notes, loans, or other obligations that may be issued by or at the direction of the City for the purpose of financing all or part of the construction of future parking facilities that the City is obligated to provide within the District pursuant to Section 6.9 of the MDA.

**“Petition”** means the Petition for Establishment of the 1200 Main/South Loop Community Improvement District, filed with the City Clerk on February 1, 2019, as now or hereafter amended.

**“Resolution”** means a duly enacted resolution of the Board of Directors of the District.

**“Sales Tax”** means the one percent (1.00%) sales and use tax levied by the District in accordance with the Act for a period of thirty (30) years commencing January 1, 2020.

**“Special Allocation Fund”** means the fund(s) established by the City for the TIF Plan, into which, as required by the TIF Act, fifty percent (50%) of the total additional revenue from



taxes which are imposed by the City or other taxing districts, including the District, which are generated by economic activities within the District are to be deposited.

“**Term**” means the period commencing on the date of this Agreement and ending on the last day of the sixth (6<sup>th</sup>) full calendar month after the date the Sales Tax expires, unless this Agreement is sooner terminated by reason of default of a party or by mutual agreement, in which event the Term shall end on the date of such earlier termination.

“**TIF Act**” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, *et seq.*, RSMo, as now or hereafter amended.

“**TIF Plan**” means the 1200 Main/South Loop Tax Increment Financing Plan adopted by the City Council by Ordinance No. 040154 on March 4, 2004, as now or hereafter amended.

## **ARTICLE 2: REPRESENTATIONS**

### **Section 2.1. 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 Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement, and by proper action of its Board of Directors, the District official executing this Agreement on behalf of the District has been duly authorized to do so.

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 2.2. 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 as a Constitutional Charter City.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and by proper action of its City Council, the City official executing this Agreement on behalf of the City has been duly authorized to do so.

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, 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 agreement 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.

**Section 2.3. Representations by the Developer.** The Developer represents that:

A. The Developer is a Maryland limited liability company, duly organized and existing under the laws of the State of Maryland and lawfully authorized to do business within the State of Missouri.

B. The Developer has authority to enter into this Agreement and to carry out its obligations under this Agreement, and by proper action, the Developer official executing this Agreement on behalf of the Developer has been duly authorized to do so.

C. To the best of Developer's actual knowledge, 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 Developer will not materially conflict with or result in a material 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 Developer 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 Developer 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 Developer under the terms of any instrument or agreements to which the Developer is a party.

D. To the best of Developer's actual knowledge, there is no litigation or proceeding pending or threatened against the Developer materially affecting the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

### ARTICLE 3: DISTRICT REVENUES

**Section 3.1. Use of District Revenues.** On each Distribution Date, the District Revenues on deposit in the Account on the then immediately preceding Calculation Date shall be used, paid and applied as follows:

A. Until such time as the TIF Plan expires or is terminated and the special allocation funds established in connection therewith are dissolved, the District Revenues on deposit in the Account on the then immediately preceding Calculation Date shall be used, paid and applied on such Distribution Date as follows, in the following order of priority:

1. one half (1/2) of such District Revenues captured as economic activity taxes pursuant to the provisions of the TIF Act shall be disbursed to the City for deposit into the special allocation funds established in connection with the TIF Plan, and shall be expended by the City in a manner consistent with the expenditure of other tax increment financing revenue under the TIF Plan; and

2. such District Revenues remaining shall be used first to pay due and unpaid District Administrative Costs listed on the most recent District-approved List of Current District Administrative Costs or to make provision for regularly recurring District Administrative Costs reasonably anticipated to become due and payable prior to the next Distribution Date; and

3. the remainder of such District Revenues (the “**Net Non-EATs District Revenues**”) shall be disbursed to the Developer and the amount so disbursed to the Developer shall be used solely for the purpose of operating, maintaining, managing and repairing the Block 110 Garage and the Block 126 Garage, together with any other garages within the District that are constructed in support of residential buildings now existing or hereafter constructed by the Developer, or constructed by the City and operated by the Developer. If and to the extent that in any year any portion of the Net Non-EATs District Revenues is not used for the purposes permitted herein, Developer shall reserve any such unused balance for use in future years for the purposes authorized herein.

B. Once the TIF Plan expires or is terminated and the special allocation funds established in connection therewith are dissolved, the District Revenues on deposit in the Account on the then immediately preceding Calculation Date shall be used, paid and applied on such Distribution Date as follows, in the following order of priority:

1. such District Revenues shall be used first to pay due and unpaid District Administrative Costs listed on the most recent District-approved List of Current District Administrative Costs or to make provision for regularly recurring District Administrative Costs reasonably anticipated to become due and payable prior to the next Distribution Date;

2. one half (1/2) of such District Revenues remaining after payment of or provision for District Administrative Costs shall be disbursed to the City and the amount

so disbursed to the City (the “**City CID Sales Tax Share**”) shall be used solely for the purpose of:

(i) funding, in whole or in part, the costs of any capital costs of repairs or replacements to the Block 110 Garage or the Block 126 Garage which the City is obligated to perform or provide pursuant to the terms of the City Parking Agreement; and

(ii) funding, in whole or in part, the construction of future parking facilities that the City is obligated to provide within the District pursuant to Section 6.9 of the MDA, or supporting the debt service relating to any obligations incurred by the City to fund the construction of future parking facilities that the City is obligated to provide within the District pursuant to Section 6.9 of the MDA.

If and to the extent that in any year any portion of the City CID Sales Tax Share is not used for the purposes permitted herein, the City shall reserve any such unused balance for use in future years for the purposes authorized herein; and

3. one half (1/2) of such District Revenues remaining after payment of or provision for District Administrative Costs shall be disbursed to the Developer and the amount so disbursed to the Developer (the “**Developer CID Sales Tax Share**”) shall be used solely for the purpose of operating, maintaining, managing and repairing the Block 110 Garage and the Block 126 Garage, together with any other garages within the District that are constructed in support of residential buildings now existing or hereafter constructed by the Developer, or constructed by the City and operated by the Developer. If and to the extent that in any year any portion of the Developer CID Sales Tax Share is not used for the purposes permitted herein, the Developer shall reserve any such unused balance for use in future years for the purposes authorized herein.

### **Section 3.2. Annual Accounting by the Developer and the City.**

A. Within thirty (30) days following the end of each year during the Term, the District shall deliver a written request, to both the Developer and the City, for a completed Annual Accounting Certificate with respect to the then immediately preceding Fiscal Year. The Annual Accounting Certificate shall be in substantially the same form as attached hereto at **Exhibit B**, and shall include the following: (1) the amount, if any, held by such party from District Revenues as a reserve on the first day of such Fiscal Year; (2) the total amount of the District Revenues disbursed to the certifying party during such Fiscal Year; (3) a list and description of the costs and expenses paid by the certifying party during such Fiscal Year from the District Revenues so disbursed to such party; (4) the amount of District Revenues held by such party as a reserve on the last day of such Fiscal Year; and (5) reasonable documentation of the costs and expenses paid by the certifying party during such Fiscal Year from the District Revenues so disbursed to such party. Upon receipt of the District's written request therefor, but in no event later than August 31 of each year during the Term, the Developer and the City shall each deliver to the District, with a contemporaneous copy to the other party, a completed Annual Accounting Certificate. In addition, within ninety (90) days after the last day of the Term, the

Developer and the City shall each deliver to the District, with a contemporaneous copy to the other party, a completed Annual Accounting Certificate with respect to the period since the last day of the then immediately preceding Fiscal Year.

B. In the event that a party believes that the use of District Revenues by the Developer or the City as stated on an Annual Accounting Certificate is not permitted by this Agreement, or in the event that a party believes that an Annual Accounting Certificate is incomplete or inaccurate, such party shall notify the other two parties of such belief, specifying in reasonable detail the basis for such belief (an “**Annual Accounting Challenge**”). Annual Accounting Challenges shall be issued by a party, if at all, within sixty (60) days after the date the applicable Annual Accounting Certificate was given to such party. In the event a party issues an Annual Accounting Challenge, then during the sixty (60) day period following the issuance of the Annual Accounting Challenge the parties shall meet and confer in an effort to resolve the dispute. If all parties have not agreed to a resolution of the dispute within such sixty (60) day period, then the matter shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard in Kansas City, Missouri by a single arbitrator who is an independent certified public accountant with at least five (5) years’ experience. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, but the arbitrator shall not award attorneys' fees.

C. The provisions of this Section 3.2 shall survive the expiration or termination of the Term.

#### **ARTICLE 4: COLLECTION OF FUNDS**

**Section 4.1. Imposition of the Sales Tax.** The District has imposed the Sales Tax, and collection thereof commenced on January 1, 2020.

**Section 4.2. Administration, Collection and Enforcement of the Sales Tax.**

A. DOR will collect the Sales Tax as provided in the Act and deposit the net amount distributable to the District into the Account periodically pursuant to an agreement between the District and DOR. The District agrees to perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the Sales Tax, to the extent not performed by DOR, pursuant to the Act, and subject to this Agreement. The District shall prepare or cause to be prepared financial statements according to generally accepted accounting principles and the Budgets and reports as set forth in Section 5.1 or such other documents as may be required under the Act or by the Applicable Laws. The District shall have the right to (1) enter into any contract required by DOR for the collection of the Sales Tax and disbursement thereof to the Account in accordance with the Act; and (2) prescribe any required forms and administrative rules and regulations for reporting the Sales Tax. Such actions shall be coordinated with the Fiscal Agent to provide for the proper collection and disbursement of the District Revenues.

B. As provided in the Act and Applicable Laws, DOR will collect and enforce the Sales Tax. The District agrees to cooperate fully with DOR to facilitate DOR's collection and enforcement of the Sales Tax. To the extent required by DOR, the District shall prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the District deems reasonably necessary in order to secure the payment of the Sales Tax; provided, however, the District shall not be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected or if the amount sought to be collected exceeds the expected enforcement costs and the difference, in the District's reasonable discretion, is not enough to justify an enforcement action. Any costs incurred by the District in an attempt to enforce and/or collect the Sales Tax shall be a District Administrative Cost.

C. The City shall assist the District by providing monthly reports to the Fiscal Agent listing new business applications for a City business license within the District filed since the then most recent report. Each such report shall include the: (1) name of the business; (2) address of the business location; (3) state tax identification number of the business; (4) anticipated opening date of the business; and (5) such other information as may be required by DOR to register the business with DOR as being within the District.

**Section 4.3. Ownership and Use of District Revenue.** District Revenues on deposit in the Account shall be funds of the District only and shall not be deemed to be funds of the Fiscal Agent, the City or the Developer in any respect. The District Revenues which are Economic Activity Taxes pursuant to the TIF Plan are subject to transfer to the Special Allocation Fund for the TIF Plan in accordance with Section 3.1, subject to annual appropriation by the District. Pursuant to Section 99.845.3 of the TIF Act, the District consents to the District Revenues being considered to be economic activity taxes within the meaning of the TIF Act, such that fifty percent (50%) thereof shall be made available by the District for deposit in the Special Allocation Fund until the termination of the Special Allocation Fund.

#### **Section 4.4. Fiscal Agent Provisions.**

A. The District hereby appoints the Fiscal Agent as the District's agent to receive and disburse the District Revenues, subject to this Agreement. As the District's agent, the Fiscal Agent shall have the right and obligation to: (1) maintain the Account for deposit of all District Revenues and pay any reasonable bank fees; and (2) maintain the District's checkbook, write checks for signature by, and prepare ACH disbursements for approval by, authorized officers of the District, for payment of District-approved expenditures. The District shall by Resolution designate one or more officers who shall be authorized to approve Certificates of District Administrative Costs prepared by the Fiscal Agent, sign checks and approve ACH disbursements drawn on the account.

B. The District shall arrange for the receipt of monthly sales tax reports from DOR. If and to the extent permitted by law, such reports may at the option of the District be provided to the Fiscal Agent for use in performing its services for the District. Any District records which are confidential pursuant to Section 32.057, RSMo, shall be obtained by the District from DOR and shall, if provided to the Fiscal Agent, be provided in a manner that maintains such

confidentiality, and in furtherance thereof, at the option of the District, a principal in the Fiscal Agent shall serve as an officer of the District.

C. The Fiscal Agent shall:

(1) administer the Account and receive and disburse the District Revenues in accordance with the District's Budget and other approvals of the District;

(2) provide notifications to DOR of new businesses opening within the District by utilizing information provided by the City pursuant to Section 4.2.C;

(3) keep accurate records of information and documents received or prepared by the Fiscal Agent in connection with the District, and such records shall be open to the inspection by officers of the District;

(4) within ten (10) days after each Calculation Date, prepare and deliver to the designated officer of the District a completed List of Current District Administrative Costs as of the then current Calculation Date for approval/action by the designated officer of the District;

(5) on each Distribution Date, distribute the District Revenues on deposit in the Account on the applicable Calculation Date in accordance with the terms of Section 3.1, and provide a Distribution Memo to the District, the City and the Developer; and

(6) provide copies of bank statements with respect to the Account to or as directed by the District, including to an independent certified public accountant, if any, engaged by the District to prepare the District's annual financial statements.

## **ARTICLE 5: SPECIAL COVENANTS**

### **Section 5.1. Annual Budget, Annual Financial Report and Annual Report.**

A. Not earlier than 180 days and not later than 90 days before the first day of each Fiscal Year, the District shall prepare, or cause to be prepared, a Budget for the next succeeding Fiscal Year. Each Budget and any amendments thereto shall generally be prepared in accordance with all applicable state statutes, including specifically Section 67.010, RSMo, as amended. The Board of Directors shall hold an annual meeting and adopt an annual Budget not later than 30 days before the first day of each Fiscal Year.

B. As required by Section 105.145, RSMo, the District shall prepare, or cause to be prepared, an annual financial report of the District's financial transactions during each Fiscal Year and submit a copy of the annual financial report to the State Auditor as required by law. The District shall contemporaneously provide a copy of the annual financial report to the City.

C. Within 120 days after the end of each Fiscal Year, the District shall submit a report to the City Clerk and the Missouri Department of Economic Development stating the

services provided, revenues collected and expenditures made during such Fiscal Year, together with copies of written Resolutions adopted during the Fiscal Year.

## **ARTICLE 6: DEFAULTS AND REMEDIES**

**Section 6.1. Events of Default.** If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for thirty (30) days after a non-defaulting party has given written notice to the defaulting party specifying such default.

**Section 6.2. Remedies on Default.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by a party, the defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. 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 to require and compel duties and obligations required by the provisions of this Agreement.

**Section 6.3. Rights and Remedies Cumulative.** The rights and remedies reserved by the parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

**Section 6.4. Waiver of Breach.** No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

## **ARTICLE 7: MISCELLANEOUS**

**Section 7.1. Termination of Agreement.** This Agreement shall terminate upon the last day of the Term, unless sooner terminated by mutual agreement of all parties.



**Section 7.2. Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

**Section 7.3. Notice.** Any notice, demand, or other communication required or permitted hereunder shall be in writing and shall be given by United States Certified Mail, return receipt requested, postage prepaid, or via a nationally recognized overnight delivery service that provides proof of delivery, charges prepaid, in either event addressed as hereinafter specified. Notices given by mail shall be deemed given and received on the third business day after the date of mailing, and notices given by overnight delivery service shall be deemed given and received on the next business day after deposit with such overnight delivery service. Notices shall be addressed as follows, provided that any party shall have the right to change its address for notices with ten (10) days' prior written notice.

If to the District:

1200 Main/South Loop CID  
c/o Jeffery Williams, Chair  
City Hall  
414 East 12<sup>th</sup> Street, 15<sup>th</sup> Floor  
Kansas City, Missouri 64106

With a contemporaneous copy to:

Lewis Rice, LLC  
1010 Walnut, Suite 500  
Kansas City, Missouri 64106  
Attention: Douglas S. Stone, Esq.

If to the City:

City of Kansas City, Missouri  
c/o City Manager  
City Hall  
414 East 12<sup>th</sup> Street, 29<sup>th</sup> Floor  
Kansas City, Missouri 64106

With a contemporaneous copy to:

City Attorney  
City Hall  
414 East 12<sup>th</sup> Street, 23<sup>rd</sup> Floor  
Kansas City, Missouri 64106

If to the Developer:

Kansas City Live, LLC  
c/o Nick Benjamin  
50 East 13<sup>th</sup> Street, Suite 200  
Kansas City, Missouri 64106

With a contemporaneous copy to:

Stinson LLP  
1201 Walnut Street, Suite 2900  
Kansas City, Missouri 6410  
Attention: David Frantze, Esq.

Any party giving a notice to another party shall contemporaneously provide a copy of such notice to the remaining party who is not the addressee of such notice, which shall be sent by the means and to the address provided above.

**Section 7.4. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Jackson County Circuit Court.

**Section 7.5. No Personal Liability.** No official, agent, employee, or representative of any party shall be personally liable to any other party, in the event of default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

**Section 7.6. Validity and Severability.** It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the 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 7.7. Assignment.** No party may assign this Agreement without the prior written consent of the other parties; provided, however, that Developer shall have the right at any time and from time to time without the consent of (but with notice to) the City and the District to assign this Agreement as collateral security to a lender.

**Section 7.8. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and no other agreements or representations other than those contained in this Agreement have been made by the parties. Notwithstanding the foregoing, nothing in this Agreement shall amend or modify any provision of the MDA as in effect on the date of this Agreement.

**Section 7.9. 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.

**Section 7.10. City Approvals.** Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

**Section 7.11. District Approvals.** Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the District Manager, without the necessity of any action by the Board of Directors. The District Manager, at his/her discretion, may seek the advice or consent of the Board of Directors for any requested approval.

**Section 7.12. Developer Approvals.** Unless specifically provided to the contrary herein, all approvals of the Developer hereunder may be given by the Manager of the Developer or his/her designee without the necessity of any action by the members of the Developer.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the District, the Developer and the City have hereunto set their hands and seals as of the day and year first above written.

**DISTRICT:**

**1200 MAIN/SOUTH LOOP COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Jeffrey Williams, Chairman

**CITY:**

**CITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Earnest Rouse, Acting City Manager

**DEVELOPER:**

**KANSAS CITY LIVE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**FORMATION PETITION**

(See Attached)

**EXHIBIT B**  
**FORM OF ANNUAL ACCOUNTING CERTIFICATE**

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**ANNUAL ACCOUNTING CERTIFICATE**

To: District Manager, 1200 Main/South Loop Community Improvement District

*Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of March \_\_, 2020 (the "Agreement") among the 1200 Main/South Loop Community Improvement District, the City of Kansas City, Missouri, and Kansas City Live, LLC. In connection with the Agreement, the undersigned hereby states and certifies that:*

1. With respect to the Fiscal Year of the District ending on April 30, 20\_\_:
  - (a) The total amount of District Revenues held by the undersigned on the first day of such Fiscal Year as a reserve in accordance with the terms of the Agreement was \$\_\_\_\_\_;
  - (b) the total amount of the District Revenues disbursed to the undersigned during such Fiscal Year was \$\_\_\_\_\_;
  - (c) the total amount of District Revenues held by the undersigned on the last day of such Fiscal Year as a reserve in accordance with the terms of the Agreement was \$\_\_\_\_\_; and
  - (d) Schedule 1 to this Certificate lists and describes in reasonable detail the costs and expenses paid by the undersigned during such Fiscal Year from the District Revenues disbursed to such party pursuant to the Agreement, and there is appended to Schedule 1 reasonable documentation with respect to such costs and expenses

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[KANSAS CITY LIVE, LLC]**

***OR***

**[CITY OF KANSAS CITY, MISSOURI]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**FORM OF DISTRIBUTION MEMO**

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**DISTRIBUTION MEMO**

To: District Manager, 1200 Main/South Loop Community Improvement District

*Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of March \_\_, 2020 (the "Agreement") among the 1200 Main/South Loop Community Improvement District, the City of Kansas City, Missouri, and Kansas City Live, LLC. In connection with the Agreement, the undersigned hereby states and certifies that:*

1. The amount available for distribution from the Account in accordance with Section 3.1 of the Agreement on the most recent Calculation Date was \$\_\_\_\_\_;

2. Schedule 1 attached hereto lists the amount and payee of each distribution of District Revenues made on the current Distribution Date; and

3. The amount, if any, remaining in the Account after such distributions on the current Distribution Date is \$\_\_\_\_\_, and the reason for retaining such amount is \_\_\_\_\_.

Dated this 25<sup>th</sup> day of \_\_\_\_\_, 20\_\_.

[NAME OF DISTRICT'S FISCAL AGENT]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**  
**FORM OF LIST OF CURRENT DISTRICT ADMINISTRATIVE COSTS**

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**LIST OF CURRENT DISTRICT ADMINISTRATIVE COSTS**

To: District Manager, 1200 Main/South Loop Community Improvement District

*Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of March \_\_, 2020 (the "Agreement") among the 1200 Main/South Loop Community Improvement District, the City of Kansas City, Missouri, and Kansas City Live, LLC. In connection with the Agreement, the undersigned hereby states that:*

1. Schedule 1 attached hereto is a list of due and unpaid District Administrative Costs that have been presented to the Fiscal Agent for payment from District Revenues on the next Distribution Date, to which there is appended copies of the invoices associated with such unpaid District Administrative Costs;

2. The Fiscal Agent proposes to set aside the following amounts to make provision for the following regularly recurring District Administrative Costs that will become due prior to the next Distribution Date: \_\_\_\_\_; and

3. Upon approval hereof by the District, the Fiscal Agent will pay the items listed on Schedule 1 on the next Distribution Date.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NAME OF DISTRICT'S FISCAL AGENT]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED ON BEHALF OF THE DISTRICT on \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION NO. 2020-05**

**A RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT ESTABLISHING THE REVENUE FUND OF THE DISTRICT AND DIRECTING DEPOSITS OF DISTRICT REVENUES; DESIGNATING A FINANCIAL INSTITUTION AS THE DEPOSITORY OF THE DISTRICT'S FUNDS AND AUTHORIZING THE ESTABLISHMENT OF DEPOSITORY ACCOUNTS AT SUCH INSTITUTION; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

**WHEREAS**, on May 2, 2019, the City Council of the City of Kansas City, Missouri (the "City") adopted Ordinance Number 190306, pursuant to which the City approved the Petition for the Establishment of the 1200 Main/South Loop Community Improvement District (the "Petition"), and established the 1200 Main/South Loop Community Improvement District (the "District") for the purposes set forth in the Petition; and

**WHEREAS**, the District was formed for the purpose of supporting the construction of future parking facilities that the City is obligated to provide within the District pursuant to Section 6.9 of that certain Master Development Agreement between the City and Kansas City Live, LLC, (the "Developer") dated April 27, 2004, as the same has been amended from time-to-time (the "MDA"), as well as to fund costs relating to the operation, maintenance, management, repairs and replacements (including any repairs and replacements that are chargeable to capital under generally accepted accounting principles consistently applied) of existing parking facilities within the District, all as more fully set forth in Section 6.13 of the MDA; and

**WHEREAS**, the District has levied and imposed a sales and use tax of one percent (1.00%) (the "District Sales Tax") in accordance with the CID Act and the Petition, which was approved by the qualified voters in the District in accordance with the Act on September 25, 2019, which will be collected by the Missouri Department of Revenue ("DOR") and shall be remitted to the District for deposit by the District into the treasury of the District and use in accordance with applicable law and pursuant to the terms of that certain Cooperative Agreement to be entered between the District, the City and the Developer (the "Cooperative Agreement").

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

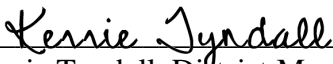
1. There is hereby established in the treasury of the District a fund designated as the 1200 Main/South Loop Community Improvement District Revenue Trust Fund (the "Revenue Fund"). There shall be deposited into the Revenue Fund the proceeds of the District Sales Tax received by the District from DOR.
2. Commerce Bank, N.A. (the "Bank") is hereby designated as the depository of the funds of the District, and the depository account to constitute the Revenue Fund (the "Bank Account") shall be established and maintained at the Bank. All draws against the Bank



Account shall require the signature of (a) either the Chairman or the District Manager, and (b) the Treasurer.

3. The appropriate officers of the District are hereby further authorized and directed to take any and all such actions and to execute and deliver for and on behalf of the District any and all certificates, documents or other instruments as may be consistent with the intent of this Resolution and necessary or convenient to carry out and give effect to the matters herein authorized. Without limiting the generality of the foregoing, preprinted resolutions provided by the Bank for the establishment of the Bank Account may be executed and delivered by the officers of the District, and such preprinted resolutions shall be deemed resolutions hereby adopted by the Board.
4. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of the 1200 Main/South Loop Community Improvement District on March 9, 2020.

DocuSigned by:  
  
Kerrie Tyndall, District Manager  
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## 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT

### RESOLUTION NO. 2020-06

#### **RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT EXPRESSING THE DISTRICT'S INTENT TO ENGAGE A CERTIFIED PUBLIC ACCOUNTANT ACCOUNTING SERVICES AND AUTHORIZING THE DISTRICT MANAGER TO EXECUTE AN ENGAGEMENT LETTER BETWEEN THE DISTRICT AND SE COOPER & ASSOCIATES AND AUTHORIZING THE PROCUREMENT OF ACCOUNTANCY SERVICES.**

**WHEREAS**, on May 2, 2019, the City Council of the City of Kansas City, Missouri (the "City") adopted Ordinance Number 190306, pursuant to which the City approved the Petition for the Establishment of the 1200 Main/South Loop Community Improvement District (the "Petition"), and established the 1200 Main/South Loop Community Improvement District (the "District") for the purposes set forth in the Petition;


**WHEREAS**, Section 6.9 of the Bylaws of the District authorize the Board of Directors (the "Board") to contract with service providers for services as the District may require; and

**WHEREAS**, the District desires to engage a certified public accountant to provide accountancy services to the District, including service as the "Fiscal Agent" under the Cooperative Agreement among the District, the City of Kansas City, Missouri and Kansas City Live, LLC.

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

1. The District Manager is authorized to engage SE Cooper and Associates, PC as the certified public accountant for the District and the District Manager is authorized to enter into an engagement letter with Susan Cooper, CPA in form and substance acceptable to the Executive Director, the execution and delivery of such engagement letter by the Executive Director with any changes being conclusive evidence of the acceptability of such changes to the Executive Director and the approval thereof by the District.
2. The District is authorized to seek accountancy services from the certified public accountant engaged by the District under the authority hereunder to the extent determined necessary by the District's officers in furtherance of the administration of the District and other District powers, purposes and responsibilities.
3. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on March 9, 2020.

DocuSigned by:  
  
Kerrie Tyndall, District Manager  
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**1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT**

**RESOLUTION NO. 2020-07**

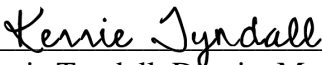
**RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING THE PROCUREMENT OF INSURANCE FOR THE DISTRICT**

**WHEREAS**, the Board of Directors of the 1200 Main/South Loop Community Improvement District (the “District”) wishes to obtain a policy of directors’ and officers’ liability insurance.

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

1. The District Manager is authorized to select and purchase a policy of directors’ and officers’ liability insurance as deemed appropriate by the District Manager.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on March 9, 2020.

DocuSigned by:  
  
Kerrie Tyndall, District Manager  
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## 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT

### RESOLUTION NO. 2020-08

#### RESOLUTION OF THE 1200 MAIN/SOUTH LOOP COMMUNITY IMPROVEMENT DISTRICT APPROVING THE BUDGET FOR FISCAL YEAR 2021 AND APPROPRIATING FUNDS

**WHEREAS**, the 1200 Main/South Loop Community Improvement District (the “District”) is required to submit to the governing body of the City a proposed annual budget for the operation of the District;


**WHEREAS**, the District submitted to the City the proposed annual budget for the District’s fiscal year ending April 30, 2021, which is attached hereto as Exhibit A;

**WHEREAS**, the District desires to adopt such budget, in substantially the form attached hereto as Exhibit A, for the operation of the District with respect to the District’s fiscal year ending April 30, 2021 (“FYE 2021”); and

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

1. The District hereby adopts the budget attached hereto as Exhibit A as the District’s budget for FYE 2021 and hereby appropriates all District revenues realized by the District during FYE 2021 to pay for the costs and expenses reflected on the District’s Budget with respect to FYE 2021.
2. This Resolution shall take effect immediately.

**PASSED** by the Board of Directors of 1200 Main/South Loop Community Improvement District on March 9, 2020.

DocuSigned by:  
  
Kerrie Tyndall, District Manager  
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**Exhibit A**

**FYE 2021 Annual Budget**

**[SEE ATTACHED]**

# 1200 Main/South Loop Community Improvement District

## FYE April 30, 2021 Budget

### BUDGET MESSAGE

Collection of the 1200 Main/South Loop Community Improvement District (the “**District**”) was formed as a political subdivision of the State of Missouri on May 2, 2019 by the City Council of the City of Kansas City, Missouri (the “**City**”) by Ordinance No. 190306 upon a Petition to Establish the District (the “**Petition**”) . The Petition authorized the District to impose within the District, upon qualified voter approval, a one percent (1%) sales and use tax (the “**CID Sales Tax**”). At the initial meeting of the Board of Directors of the District held June 18, 2019, the Board of Directors passed a Resolution approving the one percent (1%) CID Sales Tax, subject to qualified voter approval. On September 25, 2019, the qualified voters approved the one percent (1%) CID Sales Tax by mail-in ballot election. The CID Sales Tax commenced on January 1, 2020.

The District has adopted a fiscal year beginning May 1 and ending April 30 of each year, the same as the fiscal year of the City.

The District anticipates entering into a Cooperative Agreement (the “Cooperative Agreement”) with Kansas City Live, LLC (the “Developer”) and the City pursuant to which the District would agree make its revenue available to pay certain costs set forth in the Petition and the Cooperative Agreement. However, until the termination of the 1200 Main/South Loop Tax Increment Financing Plan (the “**TIF Plan**”), one half of the CID Sales Tax revenue will be captured as economic activity taxes in accordance with the TIF Plan for deposit in the Special Allocation Fund maintained with respect to the TIF Plan (the “**Special Allocation Fund**”).

	<u>FYE 4/30/2021 <sup>1</sup></u>	<u>FYE 4/30/2020 <sup>1</sup></u>
<b><u>REVENUES</u></b>		
CID Sales and Use Tax	\$988,380.00	\$200,000.00
<b>TOTAL REVENUES</b>	<b>\$988,380.00</b>	<b>\$200,000.00</b>
<b><u>EXPENDITURES</u></b>		
Transfer to Special Allocation Fund	\$494,190.00	\$100,000.00
Disbursement to Developer for the purpose of operating, maintaining, managing and repairing certain garages within the District as provided by the Cooperative Agreement	\$479,190.00	\$90,000.00
CID Operating and Administrative Costs	\$15,000.00	\$10,000.00
<b>TOTAL EXPENDITURES</b>	<b>\$988,380.00</b>	<b>\$200,000.00</b>
<b>TOTAL ESTIMATED ENDING BALANCE</b>	<b>\$0.00</b>	<b>\$0.00</b>

<sup>1</sup> Estimated