

PUBLIC MEETING NOTICE
MEETING OF THE BOARD OF DIRECTORS OF THE KANSAS CITY
MAIN STREET RAIL TRANSPORTATION DEVELOPMENT DISTRICT

MONDAY, MAY 10, 2021, AT 5:00 P.M.
3931 MAIN STREET (MIDTOWN KC NOW)
KANSAS CITY, MISSOURI 64111

A meeting of the Board of Directors of The Kansas City Main Street Rail Transportation Development District will take place on Monday, May 10, 2021 beginning at 5:00 p.m., at 3931 Main Street (Midtown KC Now), Kansas City, Missouri 64111.

The Board meeting will be held in person although arrangements have been made to allow participation remotely by video conference. Board members and citizens wishing to participate remotely should do so through the video conference platform Zoom, using this link. It is requested that citizens participate remotely to allow for social distancing.

Zoom Link: <https://us02web.zoom.us/j/84470518250?pwd=OWZvSzJoSlhHY1dUcnB3dE16ek5vQT09>

Meeting ID: 844 7051 8250 Password: 865757

Or Dial-In: +13126266799

One Tap Mobile +13126266799,,84470518250#,,,*865757

TENTATIVE AGENDA

I. CALL TO ORDER

II. NEW BUSINESS

- A. Approval of Minutes of Board Meeting on January 25, 2021 (Resolution 2021-4)
- B. Acknowledgment of Resignation of Director and Appointment of Interim Director (Resolution 2021-5)
- C. Adoption of Budget for FYE April 30, 2022 and Appropriation of Funds (Resolution 2021-6)
- D. Authorization of Reimbursement for Project Advancement Expenses and District Administrative and Operating Expenses Advanced by KC Streetcar Authority and Payment of Formation Cost Loans (Resolution 2021-7)
- E. Consideration of Letter Agreement with City and KC Streetcar Authority Regarding Contribution Toward Components of the Riverfront Streetcar Extension Project (Resolution 2021-8)
- F. Consideration of Cooperative Agreement with Jackson County, Missouri for Collection of District Special Assessments (Resolution 2021-9)
- G. Discussion Regarding Principal Office
- H. Discussion Regarding Public Information Campaign and Community Outreach Regarding Sales Tax and Special Assessments
- I. Public Comments (Please limit to 2 minutes)

III. OTHER BUSINESS

NOTE: Pursuant to Section 610.021(1), RSMo, there may be a closed session to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

This is an open meeting and the public is invited to observe the meeting using the Zoom platform and link set forth above. Any person with a disability desiring reasonable accommodation to participate in this meeting should contact Crissy Dastrup at 580-678-3123 at least 24 hours prior to the meeting.

I certify that a copy of this notice of May 10, 2021 Meeting was posted on the door of the District's principal office at 3931 Main Street (Midtown KC Now), Kansas City, Missouri 64111, at ____ AM/PM on May __, 2021.

By: _____

Printed Name: _____

**KANSAS CITY MAIN STREET RAIL
TRANSPORTATION DEVELOPMENT DISTRICT**

RESOLUTION NO. 2021-4

RESOLUTION APPROVING THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD ON JANUARY 25, 2021

WHEREAS, the Bylaws of the Kansas City Main Street Rail Transportation Development (the “District”) require the District to keep minutes of meetings of the Board of Directors (the “Board”);

WHEREAS, the Board conducted a meeting on January 25, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Kansas City Main Street Rail Transportation Development District, as follows:

1. That the minutes of the Board of Directors meeting held on January 25, 2021 are attached hereto as **Exhibit A** and shall be and are hereby approved in all respects;
2. This Resolution shall take effect immediately.

PASSED by the Board of Directors of The Kansas City Main Street Rail Transportation Development District on May 10, 2021.

Jan Marcason, Chair

EXHIBIT A

JANUARY 25, 2021 MEETING MINUTES

[SEE ATTACHED]

**THE KANSAS CITY MAIN STREET RAIL
TRANSPORTATION DEVELOPMENT DISTRICT**

**MINUTES OF THE JANUARY 25, 2021 MEETING OF
THE BOARD OF DIRECTORS OF THE DISTRICT**

The Board of Directors of The Kansas City Main Street Rail Transportation Development District (the “District”) met on Monday, January 25, 2021, beginning at 4:30 p.m., pursuant to public notice, at 3931 Main Street (Midtown KC Now), Kansas City, Missouri 64111 and via Zoom videoconference platform.

The following members of the Board were present in person: Jan Marcason, Al Ray, Ruben Alonso III, David Johnson, Jeff Krum, Crissy Dastrup and Zac Sweets. Also in attendance were Tammy Queen, Executive Director of the District, Brian Platt, City Manager of the City of Kansas City, Missouri (the “City”) (until 5:00 p.m.), Mark Coulter with PortKC (until 5:00 p.m.), Tom Gerend with the KC Streetcar Authority, and Doug Stone, counsel to the District, and Denise Goodson, both with Lewis Rice, LLC.

Chair Jan Marcason called the meeting to order at 4:34 p.m.

The first item of business was the approval of the minutes of Board meeting held on September 29, 2020 (Resolution 2021-1). Ms. Marcason commented that the spelling of Mr. Ray’s name should be corrected. Mr. Johnson moved for approval of the minutes, as revised to correct the spelling of Mr. Ray’s name, Ms. Dastrup seconded and Resolution 2021-1 was unanimously adopted.

The next item of business was discussion of the commencement of collection of the sales tax previously levied by the District (the “District Sales Tax”) (Resolution 2021-2). At Ms. Marcason’s request, Mr. Stone explained the steps to take place in order to simultaneously terminate the sales tax being collected by the Kansas City Downtown Streetcar Transportation Development District (the “Downtown TDD”) and commence collection of the District Sales Tax. Discussion ensued, upon the conclusion of which Mr. Johnson moved that the Board authorize the commencement of collection of the District Sales Tax, Mr. Krum seconded and Resolution 2021-2 was unanimously adopted.

The next item of business was discussion of levying Special Assessments for the 2021 Assessment Year (Resolution 2021-3). Mr. Stone opened with a general explanation of the process of annual assessments for the District. Discussion ensued, upon the conclusion of which Mr. Johnson moved that the Board authorize the levy of Special Assessments for the 2021 Assessment Year, Ms. Dastrup seconded and Resolution 2021-3 was unanimously adopted.

The next item of business was discussion regarding the means and methods of providing notice of the new sales tax and whether the District should issue informational notices with regard to the Special Assessments. Mr. Stone discussed the change in the Department of Revenue’s approach to sending notices to business of a change in sales tax rates. Discussion ensued regarding various possible approaches the District could take to provide such notice to businesses located within the District, in lieu of the notices the Department of Revenue is no longer providing. How other organizations are handling such sales tax notices, if at all, will be researched. Ms. Queen will look

into how Special Assessment notices are handled for the Downtown TDD as a guide for the District's approach to issuing such notices.

The next item discussed was the April 2021 Director Election. Mr. Stone explained the circumstances in which a full election is rendered unnecessary in the case of elections for successor Directors. Ms. Queen discussed the cost of holding a full election annually. Mr. Stone then stated that Mr. Ray, Mr. Alonso and Ms. Marcason have been re-elected thusly as directors.

The next item discussed was the reimbursement of the expenses for the District that have been carried to date by the Streetcar Authority. Discussion ensued about the procedures necessary to submit such expenses for reimbursement.

Ms. Queen next reported that the City is deciding whether to refinance the Phase 1 financing as part of the Phase 2 financing for the Streetcar, due to lower interest rates being available. She will give an overview at the next meeting.

Doug Stone then reported that the Notice to the Department of Revenue regarding the commencement of the District Sales Tax would be sent out in the next week.

There were no public comments.

The meeting was adjourned at 5:29 p.m.

Respectfully Submitted,

Crissy Dastrup, Secretary

**KANSAS CITY MAIN STREET RAIL
TRANSPORTATION DEVELOPMENT DISTRICT**

RESOLUTION NO. 2021-5

**RESOLUTION OF KANSAS CITY MAIN STREET RAIL TRANSPORTATION
DEVELOPMENT DISTRICT ACKNOWLEDGING RESIGNATION OF DIRECTOR
AND APPOINTING AN INTERIM DIRECTOR**

WHEREAS, the Missouri Transportation Development District Act, Sections 238.200, RSMo et seq., and the Bylaws of the Kansas City Main Street Rail Transportation Development District (the “**District**”) provide that upon the resignation of a Director, the remaining members of the Board of Directors (the “**Board**”) shall fill the vacancy, and the Director so appointed shall serve for the remainder of the unexpired term and until his or her successor is elected and qualified; and

WHEREAS, Jeff Krum resigned as a Director of the District, effective January 29, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Kansas City Main Street Rail Transportation Development District, as follows:

1. The resignation of Jeff Krum as a Director of the District, effective January 29, 2021, is acknowledged. A copy of Mr. Krum’s resignation is on file with the Secretary of the District.
2. The Board hereby appoints _____ as an interim Director of the District to fill the vacancy, to serve until April 7, 2023 and until his/her successor is elected and qualified.
3. This Resolution shall take effect immediately.

PASSED by the Board of Directors of The Kansas City Main Street Rail Transportation Development District on May 10, 2021.

Jan Marcason, Chair

**THE KANSAS CITY MAIN STREET RAIL
TRANSPORTATION DEVELOPMENT DISTRICT**

RESOLUTION NO. 2021-6

**RESOLUTION OF THE KANSAS CITY MAIN STREET RAIL TRANSPORTATION
DEVELOPMENT DISTRICT APPROVING PROPOSED ANNUAL BUDGET FOR THE
FISCAL YEAR ENDING APRIL 30, 2022**

WHEREAS, The Kansas City Main Street Rail Transportation Development District (the “District”) is required to adopt an annual budget for the operation of the District; and

WHEREAS, the District desires to adopt the proposed annual budget for the operation of the District with respect to the District’s fiscal year ending April 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Kansas City Main Street Rail Transportation Development District, as follows:

1. The District hereby adopts as its annual Budget with respect to the District’s fiscal year ending April 30, 2022, the Budget attached hereto as **Exhibit A.**
2. The District hereby appropriates all District revenues received by the District during the fiscal year ending April 30, 2022 to pay to the costs and expenses reflected on the District’s Budget with respect to the District’s fiscal year ending April 30, 2022.
3. This Resolution shall take effect immediately.

PASSED by the Board of Directors of The Kansas City Main Street Rail Transportation Development District on May 10, 2021.

Jan Marcason, Chair

EXHIBIT A
BUDGET FOR FYE 2022
[SEE ATTACHED]

**THE KANSAS CITY MAIN STREET RAIL TRANSPORTATION DEVELOPMENT DISTRICT
FYE APRIL 30, 2022 BUDGET**

BUDGET MESSAGE AND BUDGET SUMMARY

The Kansas City Main Street Rail Transportation Development District (the "District") was formed as a political subdivision of the State of Missouri by Order of the Circuit Court of Jackson County, Missouri (the "Court"), in Case Number 1616-CV1371 on August 11, 2017 (the "Order") upon the Second Amended Petition for the Formation of a Transportation Development District (the "Petition") filed with the Court by certain individual Petitioners in accordance with the Missouri Transportation Development District Act, Sections 238.200, et seq., RSMo (the "TDD Act"). The District was formed to (a) undertake or cause to be undertaken the design, construction, ownership and/or operation of a fixed rail streetcar and/or light rail system, and all elements thereof, as more particularly described in the Order (the "Project"), and (b) obtain, participate in, or otherwise assist in (including without limitation by use and/or pledge of its revenues) the financing and/or refinancing of, all or any portion of the Project.

In accordance with the proposal for funding the Project set forth in the Petition (the "Funding Proposal"), the Board of Directors of the District (the "Board") adopted Resolutions 2018-3 and 2018-4 on January 31, 2018, respectively imposing a one percent (1%) sales tax (the "District Sales Tax") and authorizing certain special assessments (the "District Special Assessments", and together with the District Sales Tax, the "District Revenue Sources"), both subject to qualified voter approval and all in accordance with the TDD Act. The ballot question for each of the District Revenue Sources provided that collection of the District Revenue Sources would not commence until the occurrence of certain extrinsic events set forth in the applicable ballot question (collectively, the "Revenue Collection Condition"). On June 20, 2018, the qualified voters approved the District Sales Tax and the District Special Assessments by mail-in ballot elections, in each case subject to the satisfaction of the Revenue Collection Condition. On June 20, 2019, the Board adopted Resolution 2019-7, pursuant to which the Board determined under what circumstances the Revenue Collection Condition would be deemed satisfied. Resolution 2019-7 also authorized the execution of (1) a Cooperative Agreement for Streetcar Transition Process (the "Transition Agreement") with Kansas City, Missouri (the "City"), the Kansas City Downtown Streetcar Transportation Development District (the "Downtown Streetcar District") and the Kansas City Streetcar Authority ("KCSA"); and (2) a Cooperative Agreement for Streetcar Phase 2 (the "Phase 2 Cooperative Agreement") with the City and KCSA.

By Resolution 2017-6, the Board recognized that costs of the formation of the District had been advanced by third parties including (1) the Kansas City Regional Transit Alliance ("RTA"), comprised of both donations to and loans to RTA, and (2) KCSA, and that the District's operating and administrative costs had been and would continue to be advanced by third parties, all to be reimbursed (subject to future review and approval by the Board) from the District Revenue Sources. By Resolution 2018-2, the Board authorized a Funding Agreement (as amended, the "Funding Agreement") with KCSA pursuant to which KCSA agreed to advance funds for the operating expenses of the District and to itself, and in partnership with the Kansas City Area Transportation Authority ("ATA"), advance funds for project development costs, all subject to eventual reimbursement from the proceeds of District Revenue Sources after collection commences.

The District has entered into a Cooperative Agreement for Streetcar Transition Process with Kansas City, Missouri (the "City") and Kansas City Streetcar Authority ("KCSA") dated July 15, 2019, pursuant to which, among other things, the Kansas City Downtown Streetcar Transportation Development District (the "Downtown Streetcar District") agreed to cease collection of its sales tax and special assessments, and the District agreed to take actions to commence collection of the District Revenue Sources, in tandem such that there would be no overlap in imposition between the two Districts.

On January 22, 2021, the City issued the FTA Allocation Notice under the Transition Agreement. Thereafter the Board took action to cause the collection of the District Sales Tax to commence on July 1, 2021 and the annual District Special Assessments will be first levied in 2021.

Under the Phase 2 Cooperative Agreement, the District has agreed to remit to the City, for application in accordance with the Phase 2 Cooperative Agreement, all of the proceeds of the District Revenue Sources remaining after payment of District operating expenses. As the District's obligations are limited to its revenue, the District fully expects it will meet its anticipated obligations in the current fiscal year.

	<u>FYE 4/30/2022</u>	<u>FYE 4/30/2021</u>	<u>FYE 4/30/2020</u>
<u>DISTRICT REVENUES</u>			
	(estimated)		
District Special Assessment Collections	\$ 11,300,000	\$ -	\$ -
District Sales Tax Collections	\$ 9,750,000 ¹	\$ -	\$ -
TOTAL DISTRICT REVENUES	\$ 21,050,000	\$ -	\$ -
<u>DISTRICT EXPENDITURES</u>			
Formation Costs Reimbursement ²	\$ (45,500)	\$ -	\$ -
Authority Capital Costs Reimbursement ²	\$ (4,500,000)	\$ -	\$ -
Authority District Costs Reimbursement ²	\$ (217,918)	\$ -	\$ -
Operating Expenses	\$ (50,000)	\$ -	\$ -
TOTAL DISTRICT EXPENDITURES	\$ (4,813,418)	\$ -	\$ -
TRANSFER TO CITY STREETCAR FUND	\$ (16,136,582)	\$ -	\$ -
TOTAL ENDING BALANCE	\$ 100,000	\$ -	\$ -

¹ Represents 9 months of collections at \$13 Million estimated annualized sales tax collections in FYE 2022

² As defined in the Cooperative Agreement

**THE KANSAS CITY MAIN STREET RAIL
TRANSPORTATION DEVELOPMENT DISTRICT**

RESOLUTION NO. 2021-7

RESOLUTION OF KANSAS CITY MAIN STREET RAIL TRANSPORTATION DEVELOPMENT DISTRICT AUTHORIZING REIMBURSEMENT FOR PROJECT ADVANCEMENT EXPENSES AND DISTRICT ADMINISTRATIVE AND OPERATING EXPENSES ADVANCED BY KANSAS CITY STREETCAR AUTHORITY AND PAYMENT OF FORMATION COST LOANS

WHEREAS, pursuant to the Missouri Transportation Development District Act, Sections 238.200, et seq., RSMo, as amended (the “**Act**”), the Kansas City Downtown Streetcar Transportation Development District (the “**Downtown Streetcar TDD**”) was established on August 2, 2012 by Order of the Circuit Court of Jackson County, Missouri, for the purpose of undertaking or causing to be undertaken, and funding, along with other sources, the design, construction, ownership and/or operation of a 2.2 mile (+/-) modern streetcar line running generally along Main Street from River Market to Union Station, which began operations on May 6, 2016 and is currently operating (the “**Initial Phase**”);

WHEREAS, pursuant to the Act, The Kansas City Main Street Rail Transportation Development District (the “**District**”) was established on August 11, 2017 by Order of the Circuit Court of Jackson County, Missouri, for the purpose of undertaking or causing to be undertaken, and funding, along with other sources, the design, construction, ownership and/or operation of (a) the Initial Phase in the place and stead of the Downtown Streetcar TDD, and (b) an extension of the Initial Phase, running south from Union Station generally along Main Street with a terminus in the general vicinity of the University of Missouri – Kansas City’s Volker campus (the “**Phase 2 Line**”, and collectively with the Initial Phase, the “**Extended Line**”);

WHEREAS, the District, the City of Kansas City, Missouri (the “**City**”) and the Kansas City Streetcar Authority (the “**Authority**”) have entered into that certain Cooperative Agreement for Streetcar Phase 2, dated November 19, 2019 (the “**Cooperative Agreement**”);

WHEREAS, following the formation of the District and the authorization of the “**District Sales Tax**” and the “**District Special Assessments**” (each as defined in the Cooperative Agreement and collectively referred to as “**District Revenue**”), the District delayed the commencement of collection of the District Revenue until the occurrence of the satisfaction of the “**Extension TDD Revenue Condition**” (as defined in the Cooperative Agreement);

WHEREAS, the Cooperative Agreement provides for reimbursement from District Revenues of certain costs and expenses that were advanced on behalf of the District prior to the occurrence of the Extension TDD Revenue Condition (collectively defined in the Cooperative Agreement as and referred to herein as the “**Previously Advanced Reimbursable Funds**”);

WHEREAS, the Previously Advanced Reimbursable Funds as defined under the Cooperative Agreement consists of the “**Formation Costs Reimbursement**”, and the “**Authority Reimbursement**”, which in turn is comprised of the “**Authority District Cost**”;

Reimbursement” and the **“Authority Capital Cost Reimbursement”** (all as defined in the Cooperative Agreement);

WHEREAS, in connection with the formation of the District, the Kansas City Regional Transit Alliance, a Missouri nonprofit corporation (**“KCRTA”**) procured funds that KCRTA as a proponent of the formation of the District used and applied to pay costs and expenses incurred on behalf of the District to achieve the formation of the District, including costs of the judicial proceeding seeking approval of the Petition to form the District and the election to authorize the formation of the District;

WHEREAS, certain portions of the funds procured by KCRTA and used to pay costs and expenses incurred to achieve the formation of the District were provided to KCRTA as non-recourse loans, as listed on Exhibit A to this Resolution (the **“KCRTA Formation Loans”**), which were anticipated to be repaid from District Revenue, and which qualify for the Formation Costs Reimbursement component of Previously Advanced Reimbursable Funds;

WHEREAS, pursuant to authority granted by the Board’s Resolution 2018-2, the District entered into a Funding Agreement with the Authority dated April 24, 2018 as amended by an Amendment to Funding Agreement dated as of September 21, 2018 and authorized by the Board’s Resolution 2018-10 (collectively, the **“Funding Agreement”**), whereby the Authority would provide interim financial support, and administrative and other support, in furtherance of the Phase 2 Line or otherwise on behalf of the District until such time as the District commences collection of, and receives sufficient, District Revenues;

WHEREAS, funds advanced by the Authority pursuant to the Funding Agreement are intended to qualify for the Authority Reimbursement component of Previously Advanced Reimbursable Funds;

WHEREAS, the Extension TDD Revenue Condition has been satisfied, and (a) the commencement of collection of the District Sales Tax by the Missouri Department of Revenue is expected to commence on July 1, 2021, and (b) the District Special Assessments are being first levied for the assessment year 2021, and therefore it is anticipated that there will be District Revenue in the near future;

WHEREAS, the Authority has advised the District that through and including March 31, 2021, the Authority has advanced the aggregate sum of \$217,917.93, as listed on Exhibit B, for costs that were intended to be reimbursed pursuant to the Funding Agreement and that therefore qualify for the Authority District Cost Reimbursement component of Previously Advanced Reimbursable Funds;

WHEREAS, the Authority has advised the District that through and including April 30, 2021, the Authority has advanced the aggregate sum of \$3,000,000, and the Kansas City Area Transportation Authority (**“KCATA”**) has through the Authority advanced the additional aggregate sum of \$1,500,000, all for costs that were intended to be reimbursed pursuant to the Funding Agreement and that therefore qualify for the Authority Capital Cost Reimbursement component of Previously Advanced Reimbursable Funds;

WHEREAS, pursuant to its Resolution 2018-10, the Board reviewed and approved for reimbursement from District Revenues the amount of Nine Hundred Forty-Nine Thousand Forty-Three and 47/100 Dollars (\$949,043.47) for certain costs related to a Best Lane Analysis (the “**Paid Lane Analysis Expenses**”) which have not yet been reimbursed and which qualify as Previously Advanced Reimbursable Funds and therefore reimbursable from District Revenue as part of the Authority Capital Cost Reimbursement, but which are included within the \$4.5 Million referenced in the preceding Recital;

WHEREAS, the Board has reviewed supporting material relating to the Formation Costs Reimbursement (comprised of the KCRTA Formation Loans), the Authority District Cost Reimbursement and the Authority Capital Cost Reimbursement that are on file with the Secretary of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kansas City Main Street Rail Transportation Development District, as follows:

1. The Board hereby expressly approves the use of District Revenues to pay to KCRTA the sum of \$45,500, representing the full and final amount of the Formation Cost Reimbursement, which shall be paid in accordance with the terms of the Cooperative Agreement.
2. The Board hereby expressly approves the use of District Revenues to pay to the Authority the sum of \$217,917.93, representing the full and final amount of the Authority District Cost Reimbursement, which shall be paid in accordance with the terms of the Cooperative Agreement.
3. The Board hereby expressly approves the use of District Revenues to pay to the Authority the sum of \$4,500,000, of which the Authority shall remit \$1,500,000 to KCATA, collectively representing the full and final amount of the Authority Capital Cost Reimbursement, which shall be paid in accordance with the terms of the Cooperative Agreement.
4. This Resolution shall take effect immediately.

PASSED by the Board of Directors of Kansas City Main Street Rail Transportation Development District on May 10, 2021.

Jan Marcason, Chair

EXHIBIT A

KC Streetcar Constructors \$25,000

BLVD Brewing \$10,000

Bernstein-Rein \$2,500

HDR \$8,000

EXHIBIT B

(See Attached)

Kansas City Streetcar Authority
Account QuickReport
All Transactions

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Bill	03/08/2018	Lewis Rice LLC	TDD Legal Fees	3,827.29
Bill	03/08/2018	Lewis Rice LLC	Publication of Election Notice	5,899.44
Bill	04/25/2018	Jackson County Treasurer	Main St. TDD Election Cost	5,867.11
Bill	04/27/2018	Jackson County Circuit Court	TDD Funding Ballot Mailing	5,051.61
Bill	04/27/2018	Kansas City Board of Elections	TDD Funding Election	16,906.00
Bill	05/22/2018	Jackson County Treasurer	TDD Election	2,774.39
Bill	08/10/2018	Lewis Rice LLC	TDD Legal Fees	11,641.50
Bill	08/21/2018	Jackson County Treasurer	TDD Election	5,273.37
Bill	08/21/2018	Jackson County Treasurer	TDD Election	6,669.03
Bill	09/20/2018	Lewis Rice LLC	TDD Legal Fees	10,324.36
Bill	12/13/2018	Lewis Rice LLC	TDD Legal Fees	15,434.50
Bill	01/30/2019	KC Regional Transit Alliance	TDD Formation Reimbursement	40,285.48
Bill	01/30/2019	Thomas McGee, L.C.	TDD D&O	2,695.00
Bill	02/21/2019	Lewis Rice LLC	TDD Legal Fees	3,953.21
Bill	04/30/2019	Lewis Rice LLC	TDD Legal Fees	2,545.00
Bill	04/30/2019	Lewis Rice LLC	TDD Legal Fees	3,341.00
Bill	06/27/2019	Lewis Rice LLC	TDD Legal Fees	8,087.00
Bill	10/02/2019	Lewis Rice LLC	TDD Legal Fees	12,296.99
Bill	10/02/2019	Kansas City Board of Elections	TDD legal fees	835.50
Bill	10/02/2019	Thomas McGee, L.C.	TDD D&O	2,730.00
Bill	10/23/2019	Lewis Rice LLC	TDD legal fees	1,594.00
Bill	12/19/2019	Lewis Rice LLC	TDD legal fees	1,272.00
Bill	02/14/2020	Lewis Rice LLC	TDD legal fees	9,078.59
Bill	04/02/2020	Lewis Rice LLC	TDD legal fees	9,156.59
Bill	04/30/2020	Lewis Rice LLC	TDD legal fees	156.00
Gen Journal	04/30/2020	Lewis Rice LLC	TDD legal fees	-9,078.59
Bill	06/25/2020	Lewis Rice LLC	TDD legal fees	524.00
Bill	09/30/2020	Lewis Rice LLC	TDD legal fees	5,552.00
Bill	02/02/2021	Lewis Rice LLC	TDD legal fees	8,120.56
Bill	02/02/2021	Lewis Rice LLC	TDD legal fees	1,590.00
Bill	02/02/2021	Lewis Rice LLC	TDD legal fees	3,692.00
Bill	02/02/2021	Lewis Rice LLC	TDD legal fees	1,974.00
Bill	02/02/2021	Lewis Rice LLC	TDD legal fees	858.00
Bill	02/23/2021	Lewis Rice LLC	TDD legal fees	8,840.00
Bill	03/17/2021	Lewis Rice LLC	TDD legal fees	8,151.00
Total 8025 - Main St. Extension TDD Support				217,917.93
				TOTAL
				<u>217,917.93</u>

**KANSAS CITY MAIN STREET RAIL
TRANSPORTATION DEVELOPMENT DISTRICT**

RESOLUTION NO. 2021-8

RESOLUTION OF KANSAS CITY MAIN STREET RAIL TRANSPORTATION DEVELOPMENT DISTRICT APPROVING A LETTER AGREEMENT WITH KANSAS CITY, MISSOURI AND THE KANSAS CITY STREETCAR AUTHORITY REGARDING CONTRIBUTION TOWARD COMPONENTS OF THE RIVERFRONT STREETCAR EXTENSION PROJECT

WHEREAS, the Kansas City Main Street Rail Transportation Development District (the “**District**”), the City of Kansas City, Missouri (the “**City**”) and the Kansas City Streetcar Authority (the “**Authority**”) have entered into that certain Cooperative Agreement for Streetcar Phase 2, dated November 19, 2019 (the “**Agreement**”);

WHEREAS, the District, the Authority and the City desire to mutually agree with respect to the use of money in the Special Revenue Fund, as more particularly set forth in that certain proposed Letter Agreement attached hereto as **Exhibit A** (the “**Letter Agreement**”); and

WHEREAS, the District desires to authorize the execution and delivery of the Letter Agreement and the implementation of the transactions provided for therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kansas City Main Street Rail Transportation Development District, as follows:

1. Capitalized terms used but not defined in this Resolution have the meaning given to such term in the Agreement.
2. The Executive Director of the District is hereby authorized and directed to execute and deliver the Letter Agreement, and 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 the Executive Director of the District, in order to consummate the transactions contemplated by the Letter 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 the Executive Director’s determination of the necessity or appropriateness thereof.
3. This Resolution shall take effect immediately.

PASSED by the Board of Directors of The Kansas City Main Street Rail Transportation Development District on May 10, 2021.

Jan Marcason, Chair

EXHIBIT A

See Attached

REVISED MAY 5, 2021

May __, 2021

City of Kansas City, Missouri
Attn: Brian Platt, City Manager
414 East 12th Street, 29th Floor
Kansas City, MO 64106

The Kansas City Main Street Rail
Transportation Development District
Attn: Tammy Queen, Executive Director
414 East 12th Street, 3rd Floor
Kansas City, MO 64106

Re: Use of Amounts in the Special Reserve Fund

Ladies and Gentlemen:

Reference is made to the Cooperative Agreement for Streetcar Phase 2, dated November 19th, 2019 among the City of Kansas City, Missouri (the “*City*”), the Kansas City Streetcar Authority (the “*Authority*”) and the Kansas City Main Street Rail Transportation Development District (the “*District*”). Capitalized terms used but not defined in this Letter Agreement have the meaning given to such term in the Agreement.

It is acknowledged that project partners, Authority, City, Port Authority of Kansas City, Missouri (“*PortKC*”), and the Kansas City Area Transportation Authority (“*KCATA*”) are actively advancing the Northern Streetcar Extension to Berkley Riverfront (the “*Riverfront Extension Project*”) and that parties involved have secured award of a \$14 Million federal grant and committed necessary local funding from PortKC, KCATA, and Authority sources to construct the Riverfront Extension Project as presently defined.

It is also acknowledged that the City is advancing a project to construct a dedicated bicycle/pedestrian bridge linking the River Market to Berkley Riverfront (the “*Dedicated Connection*”), and that the construction of the Dedicated Connection (estimated to cost \$5.25 Million) will resolve significant safety and access challenges for pedestrians and bicycles in relation to trackbed and otherwise, and will align with and directly aid construction and future operation of the streetcar system as a whole. The City has approved funding for 1/3 of the estimated capital cost (\$1.75 Million) within their FY2022 City Budget and has directed the City Manager to work with Authority and KCATA on a cost-share funding plan that would divide costs equally among the project partners, allowing the construction of the Dedicated Connection to be completed by the City on schedule.

May __, 2021
City of Kansas City, Missouri
Kansas City Main Street Rail Transportation Development District
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After consultation among us, and in furtherance of our mutual intent to respond to the City's request and support completion of the Dedicated Connection and the Riverfront Extension Project generally, which will have mutual benefit for existing and future streetcar operations, we have agreed that:

(1) the City shall have the right to disbursement out of moneys in the Special Revenue Fund up to the aggregate amount of \$1.75 Million to be used by the City for construction of the Dedicated Connection in addition to the \$1.75 Million City contribution and contributions from other project partners toward the cost of the Dedicated Connection, and up to the additional aggregate amount of \$1 Million to contribute on an equitable basis to cost overruns on the Dedicated Connection and/or the Riverfront Extension Project generally, all contingent upon formal approval of the cost-share plan by the City, the Authority, KCATA and the District;

(2) such disbursement to the City will for purposes of relative priority be inserted between the category of costs described in clause (3) of Section 7-3 of the Agreement ("**Section 7-3**") and clause (4) of Section 7-3, but may be paid prior to full payment of such fiscal year's costs and expenses described in clauses (1), (2) and (3) so long as adequate provision is made to set aside sufficient funds to satisfy the full amount of all three (3) such categories of costs and expenses as reasonably anticipated to come due for payment or funding any time in such fiscal year; and

(3) the City shall provide to the Authority formal representation and a voting seat on the project management committee for the Dedicated Connection, the consulting/construction procurement evaluation committees, and any committees formed to guide the final planning or construction of the Dedicated Connection.

Please confirm your agreement to the foregoing by countersigning this Letter Agreement in the place provided below.

Very truly yours,

KANSAS CITY STREETCAR AUTHORITY

By: _____
Tom Gerend, Executive Director

May __, 2021
City of Kansas City, Missouri
Kansas City Main Street Rail Transportation Development District
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AGREED:

CITY OF KANSAS CITY, MISSOURI

THE KANSAS CITY MAIN STREET RAIL
TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
Brian Platt, City Manager

By: _____
Tammy Queen, Executive Director

Date: _____, 2021

Date: _____, 2021

**KANSAS CITY MAIN STREET RAIL
TRANSPORTATION DEVELOPMENT DISTRICT**

RESOLUTION NO. 2021-9

RESOLUTION OF KANSAS CITY MAIN STREET RAIL TRANSPORTATION DEVELOPMENT DISTRICT APPROVING THE COOPERATIVE AGREEMENT WITH JACKSON COUNTY, MISSOURI FOR COLLECTION OF DISTRICT SPECIAL ASSESSMENTS.

WHEREAS, The Kansas City Main Street Rail Transportation Development District (the “**District**”) is a political subdivision of the State of Missouri, organized under Sections 238.200 to 238.275, RSMo, as amended (“**TDD Act**”) by order of the Jackson County Circuit Court entered on August 11, 2017; and

WHEREAS, the District and Jackson County, Missouri (the “**County**”) desire to enter into a Cooperative Agreement for Collection of the Kansas City Main Street Rail TDD Special Assessments (“**County Collection Agreement**”); and

WHEREAS, the District desires to authorize the execution and delivery of the County Collection Agreement and the implementation of the transactions provided for therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kansas City Main Street Rail Transportation Development District, as follows:

1. Capitalized terms used but not defined in this Resolution have the meaning given to such term in the County Collection Agreement.
2. The Chair of the District is hereby authorized and directed to execute and deliver the County Collection Agreement, in substantially the form attached hereto as **Exhibit A**, and 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 the Chair of the District, in order to consummate the transactions contemplated by the County Collection 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 the Chair’s determination of the necessity or appropriateness thereof.
3. This Resolution shall take effect immediately.

PASSED by the Board of Directors of The Kansas City Main Street Rail Transportation Development District on May 10, 2021.

Jan Marcason, Chair

EXHIBIT A

See Attached

**COOPERATIVE AGREEMENT FOR COLLECTION OF
THE KANSAS CITY MAIN STREET RAIL TDD SPECIAL ASSESSMENTS**

This Agreement is made and entered into effective as of _____, 2021 (the “**Effective Date**”), by and between Jackson County, Missouri (“**County**”), and The Kansas City Main Street Rail Transportation Development District (“**District**”).

WITNESSETH:

WHEREAS, the District is a political subdivision of the State of Missouri, organized under RSMo Sections 238.200 to 238.275, as amended (the “**TDD Act**”) by order of the Jackson County Circuit Court entered on August 11, 2017, and having authority to enter into this Agreement pursuant to RSMo Sections 70.210 to 70.230; and

WHEREAS, on June 20, 2018, in a mail-in election called in an Order Calling For a Sales Tax and Special Assessment Election entered by the Circuit Court of Jackson County in Case Number 1616-CV13710 (the “**Order**”), the District was authorized to levy certain special assessments against real property in the District as set forth in Question 2 of the ballot attached to the Order as Exhibit A (the “**Ballot**”), specifically a “Real Property Assessment” based on the market value of the applicable parcel according to the records of the Jackson County Assessor and as more particularly described in the Ballot (the “**Property Assessments**”) and a “Surface Parking Assessment based on the number of “Pay Parking Spaces” in a “Surface Pay Parking Lot”, as more particularly described in the Ballot (the “**Parking Assessments**” and together with the Property Assessments, the “**Special Assessments**” and individually, “**Special Assessment**”); and

WHEREAS, the TDD Act provides that the county collector is to collect special assessments imposed by a transportation development district such as the District in accordance with the provisions of the TDD Act; and

WHEREAS, the District and the County desire to enter into a written agreement setting out the procedures, fees, duties and obligations of the County and the District with respect to the calculation, billing and collection of the Special Assessments, all as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the parties as follows:

1. (a) The County will include on its annual joint governmental property tax bills the Special Assessments levied by the District which are levied for the tax year of the annual tax bill (collectively, “**Annual TDD Special Assessments**”, and individually, “**Annual TDD Special Assessment**”). The Annual TDD Special Assessments will be calculated by the County provided that by October 1 of said tax year the District provides the County with all of the following information (the “**District Data**”):

- i. any rates that may have changed in the preceding year;
- ii. a shape file of the boundary of the District ;

- iii. a list of accounts determined by the District to be owned by non-profit entities but subject nevertheless to the Special Assessments;
- iv. a list of accounts determined to be exempt from the Special Assessments; and
- v. the amount of any Parking Assessments against an account.

The District may provide the shape file anytime between June 1 and August 1 of the applicable calendar year. The County shall provide to the District a list of accounts within the boundary of the District with the classification of each account (i.e., residential, commercial, mixed-use, and noting whether constitutionally exempt) within seven (7) business days after receipt of the shape file from the District. Following receipt of the list of accounts from the County, the District shall use reasonable efforts to note errors in the list of accounts and provide notice to the County prior to September 20 of the applicable calendar year.

Upon written request by the District, the County, in the County's sole and absolute discretion, may include on non-annual property tax bills Special Assessments levied by the District which are levied for the tax year of the tax bill, provided that such Special Assessments are calculated in the same means as laid out in Section 1(a) of this agreement (collectively, "**Non-Annual TDD Special Assessments**", and individually, "**Non-annual TDD Special Assessment**"). Non-Annual TDD Special Assessments that are to be billed by the County will be billed by the County within sixty (60) days after such Special Assessments are calculated as laid out in Section 1(a) of this agreement, Any Special Assessment requested by the District as laid out in Section 1(a) for inclusion in a County property tax bill under this section received after October 1 of the applicable tax year shall be deemed to constitute a request by the District for said Special Assessment to be included in a non-annual property tax bill of the County as a Non-annual TDD Special Assessment. The District reserves the right to bill and collect any or all of the Special Assessments itself, provided, however, that any Special Assessment included on a County tax bill that is collected directly by the District instead of the County shall be considered uncollectible by the County due to the District's dismissal thereof for purposes of Section 6, hereof, and the District shall promptly notify the County in writing of such dismissal.

(b) As laid out in section 1(a), the District's request for billing of Special Assessments by the County shall include the parcel number of each parcel against which such Special Assessment has been levied. The County will then calculate the amount of such Special Assessment levied against each such parcel. The County contemplates using GIS mapping, valuation and other data generated and maintained by the County ("**County Property Tax Records**") in the County's calculation and determination of the amounts of Property Assessments and the District's determination of the parcels against which such Property Assessments are levied. Any Special Assessment that is to be billed or re-billed for the District by the County as part of a non-annual property tax bill as a direct result of inaccuracy in any County Property Tax Records provided by the County to the District (such as by way of example, incorrect tax parcel identification numbers or account classifications) shall be deemed to be an Annual TDD Special Assessment for all purposes of this Agreement, and in the case of such a re-billing, shall be deemed together with the original billed Special Assessment to be one and the same Special Assessment for purposes of this Agreement.

(c) The County will assess interest on delinquent Special Assessments included on County tax bills at the same rates and in the same manner as interest on delinquent ad valorem real property taxes.

2. The County will accept payment of Special Assessments and related charges billed by the County by mail, in person, online or at any of the County's tax service locations, and in any event, at any location and in any manner that the County then accepts payment of property taxes.

3. All Special Assessments and any interest thereon collected by the County, less Authorized Deductions (defined below) shall be distributed by the County to the District via ACH (Automated Clearinghouse) on or before the fifteenth day of each month (collectively, "**Distributions**", and individually, "**Distribution**"); provided that the amounts impounded under RSMo Section 139.031 or otherwise not lawfully available for distribution due to protest or challenge ("**Impounds**") shall not be subject to distribution under this section. Each Distribution shall provide an itemization of all Authorized Deductions claimed by the County with respect to such Distribution in the same manner as provided with respect to deductions from tax distributions to the City of Kansas City, Missouri. As used herein, the term "**Authorized Deductions**" shall mean and include Collector's Commissions (defined below), Supplemental Processing Charges (defined below), Extraordinary Collection Costs (defined below), Indemnity Obligation Amounts (defined below), Record Maintenance Contributions (defined below), Correction Amounts (defined below), Impounds, and all other retentions, offsets and deductions that the County is authorized to deduct from distributions under this Agreement and/or Missouri law. Any amount required to be distributed to the District under this section shall be subject to offset for amounts previously distributed to the District that were assessed, collected or distributed in error ("**Correction Amounts**").

4. The County shall be entitled to a collection fee of one percent (1.0%) of all Special Assessments and any interest thereon collected by the County as consideration for the County's services with respect to such collection (the "**Collector's Commissions**"). To provide for payment of Collector's Commissions, the County may deduct said amounts from any distribution of monies made to the District by the County. Collector's Commissions shall be in addition to all other fees, deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions.

5. The County shall be entitled to reimbursement by the District in the sum of twenty-five dollars (\$25) for each Non-annual TDD Special Assessment billed by the County, as reimbursement for additional labor, printing and postage costs associated with such billing and additional labor and other costs associated with the collection of such assessments ("**Supplemental Processing Charges**"). To provide for payment of Supplemental Processing Charges, the County may deduct said amounts from any distribution of monies made to the District by the County. Supplemental Processing Charges shall be in addition to all other fees, deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions.

6. In the event that any Special Assessment billed by the County under this Agreement is uncollectable by the County due to the District's failure or inability to support its claim in defense thereof, the District's retraction or dismissal thereof, the impropriety, invalidity or inaccuracy thereof, or the statute of limitations, then, provided that such circumstance is not the direct result of inaccuracy in the County's computation of the amount of the Special Assessment or inaccuracy in any County Property Tax Records (such as by way of example, incorrect tax parcel identification numbers or billing incorrect accounts), the County shall be entitled to reimbursement by the District of all expenses incurred by the County in connection with the billing and attempt to collect such uncollectible Special Assessments, as follows ("**Extraordinary Collection Costs**"): (a) the sum of ten dollars (\$10.00) for each such uncollectable Special Assessment as reimbursement for associated County labor costs; and (b) the pro rata portion of all other costs and fees (including, without limitation, attorney's fees and suit costs at statutory rates, publication costs and posting costs) allocable to each such uncollectable Special Assessment as reimbursement for such costs and fees. To provide for payment of Extraordinary Collection Costs, the County may deduct said amounts from any distribution of monies made to the District by the County. Extraordinary Collection Costs shall be in addition to all other fees, deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions.

7. The County shall be entitled to reimbursement by the District for, and the District shall hold the County harmless from and indemnify and defend the County against, any and all claims, demands, actions, causes of action, suits, writs, judgments, damages, expenses and costs (including, without limitation, reasonable in-house and outside counsel attorney's fees and court costs) directly resulting from or arising out of any judicial challenge to the propriety, validity or accuracy of any Special Assessment correctly billed by the County based on the District Data, except to the extent that (a) such claim, demand, action, cause of action, suit or writ is the direct result of inaccuracy in any County Property Tax Records provided by the County to the District (such as by way of example, incorrect tax parcel identification numbers), and/or (b) the County fails to notify the District in writing promptly after receiving notice of the commencement of the applicable claim, demand, action, cause of action, suit or writ (a "**Claim Notice**"), and such failure results in prejudice to any defense by the District authorized in this section (the "**Indemnity Obligation**"). Any amounts owed to the County under the Indemnity Obligation shall be herein referred to as "**Indemnity Obligation Amounts**". To provide for payment of Indemnity Obligation Amounts, the County may deduct said amounts from any distribution of monies made to the District by the County. Indemnity Obligation Amounts shall be in addition to all other fees, deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions. Notwithstanding the foregoing, the District shall have the right, at its option and its expense, to elect in writing to provide the County with a defense against such claim, demand, action, cause of action, suit or writ with counsel reasonably acceptable to the County (the "**Assumption of Defense Notice**"), in which event (a) the Indemnity Obligation will not include in-house or outside counsel attorney's fees except those incurred by the District for the defense provided to the County and except those incurred by the County after the County gives the applicable Claim Notice to the District but prior to the County's receipt of the Assumption of Defense Notice, and (b) the District shall have the right to compromise and settle any such claim, demand, action, cause of action, suit or writ on terms

acceptable to the District in its sole discretion, so long as the District obtains a complete release of the County from any such claim, demand, action, cause of action, suit or writ.

8. The District shall be solely responsible for any and all information provided to the County as required under Section 1(a). The District recognizes and acknowledges the significant costs incurred by the County in generating and maintaining County Property Tax Records, including, without limitation, computer systems acquisition and maintenance costs and labor costs, and agrees to reimburse the County for a portion of such costs by paying the County an amount equal to three tenths of one percent (0.3%) of all Special Assessments collected by the County (“**Record Maintenance Contributions**”). To provide for payment of Record Maintenance Contributions, the County may deduct said amounts from any distribution of monies made to the District by the County. Record Maintenance Contributions shall be in addition to all other fees, deductions, offsets and reimbursements to which the County is entitled under other sections of this Agreement and/or Missouri law, shall be Authorized Deductions, and shall be in addition to all other Authorized Deductions.

9. All notices, demands, consents, approvals and other communications required or permitted to be given hereunder (except for transmission of District Data, which may be provided to the County electronically via email) shall be in writing and sent via U.S. certified mail, return receipt requested, postage prepaid, or by nationally-recognized overnight courier service, marked for next business day morning delivery and prepaid by sender, in either event addressed to the County or the District at their respective addresses set forth below:

If to the District:

If to the County:

With a copy to:

With a copy to:

Notices properly sent via U.S. Mail shall be deemed to have been given on the second (2nd) business day after deposit in the U.S. Mail. Notices properly sent via nationally-recognized overnight courier service shall be deemed to have been given on the next business day after deposit with such courier service. Any Party may change its address for notices by a written notice to that effect.

10. This Agreement shall be effective as of the Effective Date (but shall nevertheless apply with respect to the Special Assessments imposed by the District with respect to 2021, if any) and shall continue in force and effect unless terminated by either party upon thirty (30) days’ notice to the other party. Notwithstanding the foregoing, the County may only exercise this right of voluntary termination by written notice given to the District between January 1 and June 1 of a calendar year. In the event of such termination, the provisions of this Agreement

shall continue to apply with respect to Special Assessments payable pursuant to District Data provided to the County prior to such termination.

11. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. This Agreement incorporates the entire understanding and agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals effective as of the date first written above.

JACKSON COUNTY, MISSOURI

By: _____
Frank White, Jr., County Executive

ATTEST:

Printed Name: Mary Jo Spino
Title: Clerk of the County Legislature

Approved as to form:

Bryan Covinsky, County Counselor

**THE KANSAS CITY MAIN STREET RAIL
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____
Name: Jan Marcason
Title: Chair