Cmmt#120463

King Hershey

ATTORNEYS AT LAW

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May 11, 2012

Vickie Thompson-Carr, City Clerk
City of Kansas City, Missouri
25th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106

Re: Shoal Creek Valley Community Improvement District

Dear Vickie:

The Shoal Creek Valley Community Improvement District (the "District") is a political subdivision created by the City of Kansas City, Missouri, on March 16, 2008, under the authority of the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, of the Revised Statutes of Missouri, as amended (the "Act").

In accordance with Section 67.1471.4 of the Act, enclosed is a copy of the District's Annual Report for the fiscal year ending April 30, 2012. Please feel free to call with any questions you may have concerning this matter.

Yours very truly,

KING HERSHEY, PC

Brian Engel

Brian E. Engel

BEE:cjs
Enclosures

cc/enc: Douglas Holmberg
Roxsen E. Koch, Esq.

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

COMMUNITY IMPROVEMENT DISTRICT ANNUAL REPORT
2012 FISCAL YEAR

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

Section 1: Description

1. Name of C.I.D. Shoal Creek Valley Community Improvement District
2. Name of municipality City of Kansas City, Missouri
3. Report period, from May 1, 2011, to April 30, 2012
4. Name of person preparing this report Douglas Holmberg, Executive Director
5. Contact information: Municipality
    a. Responsible department / agency City Clerk
    b. Contact person Vickie Thompson-Carr
    c. Phone (816) 513-3360 Fax (816) 513-3353
    d. Email address Vickie.Thompson-Carr@kcmo.org
6. Contact information: CID
    a. Chief officer of the governing board (primary contact):
    Douglas Holmberg, Executive Director
    b. Phone (816) 415-4100 Fax (801) 320-4678
    c. Email address holmbergdl@pripd.com
7. Names of the members of the governing board of the CID as of the date of the most recent Annual Meeting:

Carl L. Duke	Chairman
Douglas L. Holmberg	Executive Director
Adam T. Mauchley	Secretary/Treasurer
Bryan F. Bayles	
G. Scott Dean	

Replacement Directors for 2012-2013:

Thane Smith, Chairman
Adam Mauchley, Vice Chairman
Douglas L. Holmberg, Executive Director
Chuck Russell, Secretary/Treasurer
Matt Baldwin

8. Date of the most recent meeting of the CID

   The District's most recent annual meeting was held March 19, 2012.

9. Original date of establishment of the CID March 16, 2008

10. CID establishing Ordinance No. 080193

Section 2: Purpose

1. State the primary responsibility(s) of the CID, and the specific services provided during the previous fiscal year.

   Primary responsibilities ("District Purposes"):

   Owning, leasing, maintaining and/or operating the recreational facility and grounds (collectively, the "Facility") and other improvements constructed or to be constructed within the boundaries of the District; providing, planning, implanting, and financing the Eligible Services (described below) and related costs; coordinating with public and private entities to plan and implement the Eligible Services; levying and collecting a special assessment on property within the District to pay for the Eligible Services; and charging fees for use of the Facility and/or other property of the District in accordance with the Act.

   The District's "Eligible Services" include financing the maintenance, operation, and administration of the Facility, and, to the extent funds are available, any additional public improvements constructed in the future as well as common area within the District; providing security services within the District; and contracting for managerial, technical, administrative, operational, and other support as necessary to meet the District Purposes.

   Specific services provided during previous fiscal year:

   a. Maintained and operated the Facility;

   b. Contracted for administrative, maintenance, operational, and professional support services as necessary to meet the District Purposes.

Section 3: Financials

1. The CID is established as a: __X__ Political subdivision

   _____ Not-for-profit Corporation

2. State the total amount of CID revenues collected during the previous fiscal year, and list revenues by their source (special assessments, rent, fees, grants, etc.)

   District Revenue for the Fiscal Year Ending 4-30-12:

Income from Rentals	$ 3,602.17
Developer Advances	271,860.06
	$275,462.23

3. List all expenditures made by the CID during the previous fiscal year.

   District Expenditures for the Fiscal Year Ending 4-30-12:

Administrative	$ 130,691.74
Clubhouse	15,321.29
Pool	86,732.42
Grounds	36,779.18
Private Drive	2,942.34
	$272,466.97

Section 4: Administrative

1. Attach copies of any written resolutions approved by the governing board of the CID during the previous fiscal year.

   See attached

Send Report To:

Missouri Department of Economic Development
Attn: Community Improvement District Annual Report
301 W. High Street, P.O. Box 118
Jefferson City, MO 65102
Fax 573-522-9462
Email missouridevelopment@ded.mo.gov
For further information or assistance please call 573-526-8004 or 573-526-0748

WHEREAS, the order or resignation and appointment was as follows: Miles B. Stephens resigned and was replaced by G. Scott Dean; Steve M. Gilliland resigned and was replaced by Carl L. Duke; Dan Romero resigned and was replaced by Douglas L. Holmberg; Jeff Hall resigned and was replaced by Bryan F. Bayles; and Mike Partheymuller resigned and was replaced by Adam T. Mauchley.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The District hereby acknowledges and accepts the resignation of each of the Resigned Directors and the appointment of each of the Replacement Directors.

Section 2. The Replacement Directors shall serve as the only directors of the District and shall govern the District having all of the powers and responsibilities under the Act from the date of this resolution until the Term expires.

Section 3. The Replacement Directors are authorized and directed to appoint officers and to perform all statutory requirements under the Act and the District's contractual obligations.

Section 4. This Resolution shall take effect immediately.

Adopted May 23, 2011.

Carl L. Duke, Chairman

ATTEST:

Adam T. Mauchley, Secretary

RESOLUTION NO. 2011-11

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT CONFIRMING APPOINTMENT OF OFFICERS, AND AUTHORIZING FURTHER RELATED ACTION.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri, is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act;

WHEREAS, by its Resolution No. 2011-10 adopted May 23, 2011, the District acknowledged and accepted appointment of replacement directors (the "Replacement Directors") to effectuate a change in the control of the District pursuant to the Park House Agreement between Brookfield Residential (Missouri), Inc. (formerly Carma Missouri, Inc.) and Shoal Creek Valley Development Company, LLC; and

WHEREAS, pursuant to the Act and the District's bylaws, the Replacement Directors accepted the resignation of the existing officers of the District and appointed new officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The District hereby confirms appointment of the following officers:

Carl L. Duke	Chairman
Douglas L. Holmberg	Executive Director
Adam T. Mauchley	Secretary/Treasurer

Section 2. The officers are authorized and directed to perform such duties on behalf of the District for their respective officer position as set forth in the District's bylaws.

Section 3. This Resolution shall take effect immediately.

Adopted May 23, 2011.

Carl L. Duke, Chairman

ATTEST:

Adam T. Mauchley, Secretary

RESOLUTION NO. 2011-12

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT REPEALING RESOLUTION NO. 2011-01, ADOPTING THE DISTRICT'S BUDGET, AND ESTABLISHING THE RATE OF THE DISTRICT'S SPECIAL ASSESSMENTS FOR ITS FISCAL YEAR ENDING APRIL 30, 2012.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri ("City"), is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, the District submitted the budget attached to this Resolution as Exhibit A (the "Budget") to the City on March 30, 2011, for review and comment and, having received no comment from the City, the District's board of directors (the "Board") adopted the Budget at its annual meeting on April 14, 2011, by Resolution 2011-01;

WHEREAS, the Board desires to repeal Resolution 2011-01;

WHEREAS, the Board desires to adopt the budget ("Revised Budget") attached to this Resolution as Exhibit B;

WHEREAS, Resolution 2008-06 found that the Petition for Levy of Special Assessment ("Assessment Petition") presented by owners of property within the boundaries of the District complied with the Act's requirements;

WHEREAS, based on the Board's finding in Resolution 2008-06 and in accordance with the Assessment Petition, the District is authorized to levy and collect a special assessment ("Special Assessment") in an amount not to exceed thirty cents ($0.30) for every $100 of assessed valuation for each Conveyed Lot (as defined in the Assessment Petition), as set forth on the records of the County Assessor for Clay County, Missouri, with such amount being adjusted annually for inflation as described in the Assessment Petition (the "Maximum Levy Rate"); and

WHEREAS, in accordance with the inflationary adjustments described in the Assessment Petition, as of the date of this Resolution, the current Maximum Levy Rate is $0.31 for every $100 of assessed valuation for each Conveyed Lot (as defined in the Assessment Petition) located within the District, as set forth on the records of the County Assessor for Clay County, Missouri; and

WHEREAS, the Board set the District's 2011 levy rate at its annual meeting on April 14, 2011, pursuant to Resolution 2011-01, which resolution the Board now desires to repeal; and

WHEREAS, the Board desires to set the levy rate for the Special Assessment against each Conveyed Lot (as defined in the Assessment Petition) located within the District at **zero** for fiscal year 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. Resolution 2011-01 is repealed.

Section 2. The Revised Budget attached as Exhibit B is adopted as the District's budget for the 2011-2012 fiscal year.

Section 3. The Board of Directors hereby levies a Special Assessment against each Conveyed Lot (as defined in the Assessment Petition) in the amount of $0.00 per $100 of each Conveyed Lot's assessed value as set forth on the records of the County Assessor for Clay County, Missouri.

Section 4. The officers of the District are authorized and directed to take all such actions as are necessary or desirable to carry out the purposes and intent of this Resolution.

Section 5. The District appropriates the sums set forth in the Revised Budget for the 2011-2012 fiscal year in accordance with the line items shown on the Revised Budget.

Section 6. This Resolution shall take effect immediately.

Adopted August 19, 2011.

Carl L. Duke, Chairman

ATTEST:

Adam T. Mauchley, Secretary

EXHIBIT A

Resolution No. 2011-01

RESOLUTION NO. 2011-01

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT ADOPTING THE DISTRICT'S BUDGET AND ESTABLISHING THE RATE OF, AND LEVYING, THE SPECIAL ASSESSMENTS.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri ("City"), is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, in accordance with the petition to establish the District ("Petition") and the Act, the District desires to undertake the District Purposes, as defined in the Petition;

WHEREAS, the District submitted the budget attached to this Resolution as Exhibit A (the "Budget") to the City on March 30, 2011, for review and comment;

WHEREAS, having received no comment from the City, the District's board of directors (the "Board") desires to adopt the Budget in order to properly provide for the District Purposes, as defined in the Petition;

WHEREAS, Resolution 2008-06 found that the Petition for Levy of Special Assessment ("Assessment Petition") presented by owners of property within the boundaries of the District complied with the Act's requirements;

WHEREAS, based on the Board's finding in Resolution 2008-06 and in accordance with the Assessment Petition, the District is authorized to levy and collect a special assessment ("Special Assessment") in an amount not to exceed thirty cents ($0.30) for every $100 of assessed valuation for each Conveyed Lot (as defined in the Assessment Petition), as set forth on the records of the County Assessor for Clay County, Missouri, with such amount being adjusted annually for inflation as described in the Assessment Petition (the "Maximum Levy Rate"); and

WHEREAS, in accordance with the inflationary adjustments described in the Assessment Petition, as of the date of this Resolution, the current Maximum Levy Rate is $0.31 for every $100 of assessed valuation for each Lot located within the District, as set forth on the records of the County Assessor for Clay County, Missouri; and

WHEREAS, the Board desires to set the levy rate for the Special Assessment against each Conveyed Lot (as defined in the Assessment Petition) within the District's boundaries at $0.31 per $100 of assessed value for fiscal year 2011;

WHEREAS, the Board desires to exempt from the Special Assessment any Common Area as defined in and provided for in the Community Charter for Shoal Creek Valley filed with the Clay County, Missouri Recorder's Office on January 4, 2002, in Book 3514 at Page 368, along with any subsequent amendments;

WHEREAS, the funds raised by the Special Assessment are necessary to fund the Eligible Services, as defined in the Petition.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The budget attached as Exhibit A is adopted as the District's budget for the 2011-2012 fiscal year.

Section 2. All Lots within the boundaries of the District will benefit from the Eligible Services provided by the District.

Section 3. The Board of Directors hereby levies a Special Assessment against each Conveyed Lot (as defined in the Assessment Petition) in the amount of $0.31 per $100 of each Conveyed Lot's assessed value as set forth on the records of the County Assessor for Clay County, Missouri.

Section 4. Common Area is not subject to the Special Assessment.

Section 5. The Special Assessment levied in Section 3, above, shall become effective immediately.

Section 6. The officers of the District are authorized and directed to take all such actions as are necessary or desirable to cause the Clay County, Missouri Collection Department to bill and collect the Special Assessment as levied in this Resolution.

Section 7. The officers of the District are authorized and directed to take all such actions as are necessary or desirable to carry out the purposes and intent of this Resolution.

Section 8. The District appropriates the sums set forth in the Budget for the 2011-2012 fiscal year in accordance with the line items shown on the Budget.

Section 9. This Resolution shall take effect immediately.

Adopted April 14, 2011.

Miles B. Stephens, Chairman

ATTEST:

Daniel K. Romero, Secretary

EXHIBIT A

SHOAL CREEK VALLEY
COMMUNITY IMPROVEMENT DISTRICT

BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2012

Income	
Parkhouse Rental	2,000.00
Assessements	6,361.20
Founder Contributions	119,543.80
Total Income	**127,905.00**
Expense	
Administrative	10,655.00
Grounds	18,100.00
Parkhouse & Pool	73,150.00
Private Drive	2,000.00
Utilities	24,000.00
Total Expense	**127,905.00**

EXHIBIT B

SHOAL CREEK VALLEY
COMMUNITY IMPROVEMENT DISTRICT

BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2012

Income		
Parkhouse Rental		2,000.00
Assessments		0.00
Founder Contributions		157,385.00
	Total Income	**159,385.00**
Expense		
Administrative		21,925.00
Grounds		16,700.00
Parkhouse & Pool		92,130.00
Private Drive		1,880.00
Utilities		26,750.00
	Total Expense	**159,385.00**
	Net Income	**0.00**

RESOLUTION NO. 2012-01

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT ADOPTING THE DISTRICT'S BUDGET AND ESTABLISHING THE RATE OF, AND LEVYING, THE SPECIAL ASSESSMENTS.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri ("City"), is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, in accordance with the petition to establish the District ("Petition") and the Act, the District desires to undertake the District Purposes, as defined in the Petition;

WHEREAS, the District submitted the budget attached to this Resolution as Exhibit A (the "Budget") to the City on January 13. 2012, for review and comment;

WHEREAS, having received no comment from the City, the District's board of directors (the "Board") desires to adopt the Budget in order to properly provide for the District Purposes, as defined in the Petition;

WHEREAS, Resolution 2008-06 found that the Petition for Levy of Special Assessment ("Assessment Petition") presented by owners of property within the boundaries of the District complied with the Act's requirements;

WHEREAS, based on the Board's finding in Resolution 2008-06 and in accordance with the Assessment Petition, the District is authorized to levy and collect a special assessment ("Special Assessment") in an amount not to exceed thirty cents ($0.30) for every $100 of assessed valuation for each Conveyed Lot (as defined in the Assessment Petition), as set forth on the records of the County Assessor for Clay County, Missouri, with such amount being adjusted annually for inflation as described in the Assessment Petition (the "Maximum Levy Rate");

WHEREAS, the Board desires to exempt from the Special Assessment any Common Area as defined in and provided for in the Community Charter for Shoal Creek Valley filed with the Clay County, Missouri Recorder's Office on January 4, 2002, in Book 3514 at Page 368, along with any subsequent amendments;

WHEREAS, the funds raised by the Special Assessment are necessary to fund the Eligible Services, as defined in the Petition.

WHEREAS, in accordance with the inflationary adjustments described in the Assessment Petition, as of the date of this Resolution, the current Maximum Levy Rate is $0.32 for every $100 of assessed valuation for each Lot located within the District, as set forth on the records of the County Assessor for Clay County, Missouri; and

WHEREAS, the Board desires to set the levy rate for the Special Assessment against each Conveyed Lot (as defined in the Assessment Petition) within the District's boundaries at zero for fiscal year 2012.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The budget attached as Exhibit A is adopted as the District's budget for the 2012-2013 fiscal year.

Section 2. All Lots within the boundaries of the District will benefit from the Eligible Services provided by the District.

Section 3. The Board of Directors hereby levies a Special Assessment against each Conveyed Lot (as defined in the Assessment Petition) in the amount of $0.00 per $100 of each Conveyed Lot's assessed value as set forth on the records of the County Assessor for Clay County, Missouri.

Section 4. Common Area is not subject to the Special Assessment.

Section 5. The Special Assessment levied in Section 3, above, shall become effective immediately.

Section 6. The officers of the District are authorized and directed to take all such actions as are necessary or desirable to cause the Clay County, Missouri Collection Department to bill and collect the Special Assessment as levied in this Resolution.

Section 7. The officers of the District are authorized and directed to take all such actions as are necessary or desirable to carry out the purposes and intent of this Resolution.

Section 8. The District appropriates the sums set forth in the Budget for the 2012-2013 fiscal year in accordance with the line items shown on the Budget.

Section 9. This Resolution shall take effect immediately.

Adopted March 19, 2012.

Thane J Smith

Thane Smith, Chairman

ATTEST:

C B Russell

Charles B. Russell, Secretary

EXHIBIT A

SHOAL CREEK VALLEY
COMMUNITY IMPROVEMENT DISTRICT

BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2013

Income

Park House Rental	$ 3,000
Assessments	$ 0
Founder Contribution	$173,587
Total Income:	$176,587

Expenses

Administrative	$ 30,648
Grounds	$ 29,974
Park house	$ 16,770
Pool	$ 94,500
Private Drive	$ 4,695
Total Expense:	$176,587

Net Income: $ 0

RESOLUTION NO. 2012-02

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING PREPARATION OF AN ANNUAL REPORT AND AUTHORIZING FURTHER ACTIONS RELATED THERETO.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri, is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, Section 67.1471.4 of the Revised Statutes of Missouri requires that the District annually submit a report ("Annual Report") stating the services provided, revenues collected and expenditures made during each fiscal year, together with copies of resolutions approved by the District during the fiscal year, to the City of Kansas City, Missouri, and to the Missouri Department of Economic Development.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

<u>Section 1.</u> The Chairman or his designee is directed to prepare an Annual Report for the District's fiscal year ending April 30, 2012, subject to such changes, additions or deletions as the officers of the District, with advice of counsel, may deem necessary or desirable.

<u>Section 2.</u> The Chairman or his designee is authorized to execute and deliver the final version of the Annual Report for and on behalf of the District, with such execution being conclusive evidence of the Board's acceptance of the information contained in the Annual Report.

<u>Section 3.</u> The Chairman, Vice Chairman and Secretary, collectively and individually, are authorized to take all actions necessary to carry out the actions contemplated by and the intent of this Resolution.

<u>Section 4.</u> This Resolution shall take effect immediately.

Adopted March 19, 2012.

Thane J. Smith

Thane Smith, Chairman

ATTEST:

C B Russell

Charles B. Russell, Secretary

RESOLUTION NO. 2012-03

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT RATIFYING ACTIONS OF THE BOARD OF DIRECTORS.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri, is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, pursuant to the Act and the District's bylaws, the District's Board of Directors is authorized to exercise those powers necessary to carry out the District's duties as set forth in the Act;

WHEREAS, the District's Board of Directors recognizes that at certain times throughout the District's existence, officers of the District may take certain actions that are consistent with and in furtherance of the District's purpose, but not expressly authorized by the Board of Directors;

WHEREAS, the Board of Directors of the District desires to ratify and approve any actions taken by its officers from the date of the District's formation by the City of Kansas City, Missouri (the "City"), up to the date of this Resolution that were not previously expressly approved by the Board of Directors and that are consistent with the officers' powers under the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Any and all actions taken by the District's Board of Directors, the Executive Director and other officers on behalf of the District that are consistent with their powers under the Act are ratified and approved from the date of the District's formation approval by the City, up to and including the date of this Resolution.

Section 2. This Resolution shall take effect immediately.

Adopted March 19, 2012.

Thane J Smith

Thane Smith, Chairman

ATTEST:

C B Russell

Charles B. Russell, Secretary

RESOLUTION NO. 2012-04

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING THE EXECUTIVE DIRECTOR TO EXPEND FUNDS AND ENTER INTO CONTRACTS ON BEHALF OF THE DISTRICT, AND AUTHORIZING FURTHER ACTIONS RELATING THERETO.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri, is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, the District was formed for the purpose of undertaking the District Purposes as defined in the Petition to Establish the District within the District and the City of Kansas City, Missouri;

WHEREAS, the District's Board of Directors ("Board") recognizes that the District will function more efficiently on a daily basis if agreements for operational and administrative functions may be entered on behalf of the District without convening a meeting of the Board, and desires to authorize the District's Executive Director to enter into contracts and agreements and to expend funds on behalf of the District in an amount not to exceed $5,000 per occurrence from the effective date of this Resolution until the next annual meeting of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

<u>Section 1</u>. The District authorizes the Executive Director to enter into contracts and agreements and to expend funds on behalf of the District in an amount not to exceed $5,000 per occurrence from the effective date of this Resolution until the next meeting of the Board.

<u>Section 2</u>. The District shall, and the officers, agents and employees of the District are authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Resolution.

<u>Section 3</u>. This Resolution shall take effect immediately.

Adopted March 19, 2012.

Thane J. Smith

Thane Smith, Chairman

ATTEST:

C B Russell

Charles B. Russell, Secretary

RESOLUTION NO. 2012-05

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT APPROVING A CONTRACT FOR LANDSCAPING MAINTENANCE OF GROUNDS WITHIN THE DISTRICT, AND AUTHORIZING FURTHER ACTIONS RELATING THERETO.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri, is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, the District was formed for the purpose of undertaking the District Purposes as defined in the Petition to Establish the District (the "Petition") within the District and the City of Kansas City, Missouri;

WHEREAS, pursuant to the Act and the Petition, the District is authorized to levy and collect maintenance special assessments in accordance with the Petition for Levy of Special Assessment approved by the District's board of directors in order to provide funding for the District Purposes;

WHEREAS, the District Purposes include maintaining grounds within the boundaries of the District;

WHEREAS, the District requires services relating to the maintenance of grounds located within the District;

WHEREAS, Embassy Landscape Group, Inc. ("Embassy") submitted a proposal pursuant to which Embassy will provide landscape maintenance services on behalf of the District during 2012; and

WHEREAS, the District desires to approve the landscape contract and to authorize and direct Community Association Management, Inc. ("CAM") to execute the landscape contract between CAM and Embassy for 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

<u>Section 1</u>. The District selects Embassy to provide landscape maintenance services for grounds within the District during 2012 and the District approves the proposal submitted by Embassy.

Section 2. The District authorizes and directs CAM pursuant to the Management Agreement between the District and CAM to execute an agreement between CAM and Embassy for landscaping services in substantially the form attached as Exhibit A.

Section 3. The officers of the District are authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to and to otherwise carry out the intent of this Resolution.

Section4. This Resolution shall take effect immediately.

Adopted March 19, 2012.

Thane Smith, Chairman

ATTEST:

Chuck Russell, Secretary

Exhibit A

Landscape Maintenance Contract

EMBASSY LANDSCAPE GROUP, INC.

Date: 2/2/2012

Embassy Rep. Joe Smith

Client Donna Bingham

6105 NW River Park Dr. Riverside, Missouri 64150
Phone: 816-436-4194 Fax: 816-436-0685

2012 Grounds Maintenance Agreement

Billing Information		Project Information	
To:	Shoal Creek Valley c/o Community Association Management	Property:	Shoal Creek Valley - Community Improvement District
Address:	8826 Santa Fe Drive, Ste 190 Overland Park, Kansas 66212	Address:	Park House

TERMS: Beginning: March 1, 2012 Ending: November 30, 2012

Base Contract Amount $20,902.00

Billing Options: Per Occurrence Initial ______
Monthy No. of Months 9 X $2,322.44 per month

INTENT OF AGREEMENT

It is our intent that the property's landscape has the best possible appearance. We have set as our standard of comparison to all the top maintained properties in the Kansas City area.

The physical health of the landscape is to be maintained at the highest standards. It is understood that time is required to achieve the this. A reasonable time should be allotted to reach the standard. It is absolutely essential that all aspects of our lawn management program be completed in order to achieve the highest level of exelence requested by the property owners.

Standards • Maintain contact with Management Company or Owner to receive comments, feedback, and supervision. Be available for discussion and suggestions on landscaper's performance. • Provide technical and professional advice to the property on any existing or potential landscaping problems. • Perform all its services in such a manner to provide minimum inconvenience to staff and customers on property. • Observe working hours that will not begin before 7:00am or end after 7:00pm. • Provide adequate supervision of landscaper's employees while on property to insure complete and satisfactory performance.

Landscaper will take care so as not to damage or injure any plant, shrub, or flowers with string trimmer (weed eater), lawn mower, or other equipment or chemicals; and to be responsible for replacement of any shrub, plant, or flower damaged by landscaper. Landscaper will take precautions to prevent grass from being thrown into air-conditioning units, condensing units, on patios, in ponds, vehicles and other public areas.

Landscaper will provide liability insurance certificate upon request.

Property Owner shall pay the Landscaper promptly for prior month's work not to exceed 30 days from the date of invoice. Either Party may elect to terminate or alter this contract with (30) days written notice, for any reason. Upon termination the Property owner is responsible for payment of all services rendered prior to the termination date. If a monthly payment plan is in place, the landscaper shall provide an accounting of services and materials provided and will refund any sums that were paid in advance for services not performed. Should any legal action be necessary the prevailing party shall be entitled to recover all legal and court costs.

Severability - Should any part of this contract be illegal or unenforceable, the rest of the contract shall remain in force.

ACCEPTANCE OF AGREEMENT:

The prices, specifications, and conditions are satisfactory and are hereby accepted; Embassy Landscape Group, Inc. is authorized to do the above maintenance work as specified in the Attachment B. Payment will be made according to terms outlined above.

By: Donna Bingham Signature [signature]
Printed Client Name
Title Community Mgr. Date 3/1/12
Agent of: SCV

By: Joseph L. Smith Signature [signature]
Printed Representative Name
Title Owner Date 3/1/12
Agent of: Embassy Landscape Group Inc.

EMBASSY LANDSCAPE GROUP, INC.

2012 ATTACHMENT B

Shoal Creek Village - Park House - Option #2

	Description of Services	Freq.	Estimated	Total Cost
Turf	Spring Cleanup	1	[redacted]	$ 465.00
	Mow/Trim/Edge/ Blow - High Profile Turf	30	[redacted]	$ 7,920.00
	Mow/Trim/ Blow - Semi Improved Turf	0	[redacted]	$ -
	Fall Cleanup	1	[redacted]	$ 514.00
Horticurtural Services	Turf Round #1 (Fertilizer & Preemergence)	1	[redacted]	$ 506.00
	Turf Round #2 (Fertilizer and Herbicide)	1	[redacted]	$ 651.00
	Turf Round #3 (Fertilizer and Herbicide)	1	[redacted]	$ 640.00
	Turf Round #3 (Grub Control & Fertilizer)	0	[redacted]	$ -
	Turf Round #4 (Fertilizer & Herbicide)	1	[redacted]	$ 640.00
	Turf Round #5 (Fertilizer & Herbicide)	0	[redacted]	$ -
	Turf Round #6 - Winterizer (Turf-Late Fall)	1	[redacted]	$ 380.00
	Tree and Shrub Round #1	0	[redacted]	$ -
	Tree and Shrub Round #2	1	[redacted]	$ 158.00
	Tree and Shrub Round #3	1	[redacted]	$ 174.00
	Tree and Shrub Round #4	0	[redacted]	$ -
	Tree and Shrub Round #5	0	[redacted]	$ -
	Shrub Fertilization	0	[redacted]	$ -
	Deep Root Feed Trees	0	[redacted]	$ -
	Plant Bed Pre-Emergence	2	[redacted]	$ 360.00
Mulch	Mulch Tree Rings	1	[redacted]	$ 439.00
	Mulch Plant Beds	1	[redacted]	$ 2,750.00
Irrigation System	Central Control Monitoring	0	[redacted]	$ -
	Spring Startup	1	[redacted]	$ 250.00
	Monthly Site Inspection & Adjustment	5	[redacted]	$ 900.00
	Fall Shutdown and Blowout	1	[redacted]	$ 225.00
Seasonal Color	Spring Color - Flower Beds	0	[redacted]	$ -
	Summer Color - Flower Beds	0	[redacted]	$ -
	Fall Color - Flower Beds	0	[redacted]	$ -
	Bulbs - Early Spring- Flower Beds	0	[redacted]	$ -
	Spring Pots	0	[redacted]	$ -
	Summer Pots	0	[redacted]	$ -
	Fall Pots	0	[redacted]	$ -
	Flower Bed Maintenance	0	[redacted]	$ -
Detail Services	Spring Trim and prune shrubs	1	[redacted]	$ 258.00
	SummerTrim and prune shrubs	1	[redacted]	$ 258.00
	Dormant Trim and prune shrubs	1	[redacted]	$ 245.00
	Tree Pruning < 12'	0	[redacted]	$ -
	Perennial maintenance	0	[redacted]	$ -
	Ground cover maintenance	0	[redacted]	$ -
	Roundup plant beds	0	[redacted]	$ -
	Hard Surface Sterilant	0	[redacted]	$ -
	Manual weed control	24	[redacted]	$ 1,680.00
	Spade edge plant beds	1	[redacted]	$ 300.00
	Spade edge tree rings	1	[redacted]	$ 300.00
	Mulch cultivation	0	[redacted]	$ -
	Nutsedge Application	2	[redacted]	$ 540.00
	Aeration	1	[redacted]	$ 349.00
			Annual Maintenance Price	$ 20,902.00

Client Signature

Embassy Representative Signature

By signing you are agreeing to the attached 'Terms and Conditions' as they are written and approve Embassy to perform the estimated duties/tasks for the price quoted above.

EMBASSY
LANDSCAPE GROUP, INC.

Date: 2/2/2012

Embassy Rep. Joe Smith

Client Donna Bingham

6105 NW River Park Dr. Riverside, Missouri 64150
Phone: 816-436-4194 Fax: 816-436-0685

2012 Grounds Maintenance Agreement

Billing Information		Project Information	
To:	Shoal Creek Valley c/o Community Association Management	Property:	Shoal Creek Valley - Community Improvement District
Address:	8826 Santa Fe Drive, Ste 190 Overland Park, Kansas 66212	Address:	Private Drive

TERMS: Beginning: March 1, 2012 Ending: November 30, 2012

Base Contract Amount $2,995.00

Billing Options: Per Occurrence Initial ______
Monthy No. of Months 9 X $332.78 per month

INTENT OF AGREEMENT

It is our intent that the property's landscape has the best possible appearance. We have set as our standard of comparison to all the top maintained properties in the Kansas City area.

The physical health of the landscape is to be maintained at the highest standards. It is understood that time is required to achieve the this. A reasonable time should be allotted to reach the standard. It is absolutely essential that all aspects of our lawn management program be completed in order to achieve the highest level of excelence requested by the property owners.

Standards • Maintain contact with Management Company or Owner to receive comments, feedback, and supervision. Be available for discussion and suggestions on landscaper's performance. • Provide technical and professional advice to the property on any existing or potential landscaping problems. • Perform all its services in such a manner to provide minimum inconvenience to staff and customers on property. • Observe working hours that will not begin before 7:00am or end after 7:00pm. • Provide adequate supervision of landscaper's employees while on property to insure complete and satisfactory performance.

Landscaper will take care so as not to damage or injure any plant, shrub, or flowers with string trimmer (weed eater), lawn mower, or other equipment or chemicals; and to be responsible for replacement of any shrub, plant, or flower damaged by landscaper. Landscaper will take precautions to prevent grass from being thrown into air-conditioning units, condensing units, on patios, in ponds, vehicles and other public areas.

Landscaper will provide liability insurance certificate upon request.

Property Owner shall pay the Landscaper promptly for prior month's work not to exceed 30 days from the date of invoice. Either Party may elect to terminate or alter this contract with (30) days written notice, for any reason. Upon termination the Property owner is responsible for payment of all services rendered prior to the termination date. If a monthly payment plan is in place, the landscaper shall provide an accounting of services and materials provided and will refund any sums that were paid in advance for services not performed. Should any legal action be necessary the prevailing party shall be entitled to recover all legal and court costs.

Severability - Should any part of this contract be illegal or unenforceable, the rest of the contract shall remain in force.

ACCEPTANCE OF AGREEMENT:

The prices, specifications, and conditions are satisfactory and are hereby accepted; Embassy Landscape Group, Inc. is authorized to do the above maintenance work as specified in the Attachment B. Payment will be made according to terms outlined above.

By: Donna Bingham Signature [signature]
Printed Client Name

Title Community Mgr. Date 3/1/12

Agent of: SCV

By: Joseph L. Smith Signature [signature]
Printed Representative Name

Title Owner Date 3/1/12

Agent of: Embassy Landscape Group Inc.

EMBASSY™
LANDSCAPE GROUP, INC.

2011 ATTACHMENT B

Shoal Creek Private Drive - Option #2

	Description of Services	Freq.	Estimated	Total Cost
Turf	Spring Cleanup	1	[redacted]	$ 60.00
	Mow/Trim/Edge/ Blow - High Profile Turf	30	[redacted]	$ 600.00
	Mow/Trim/ Blow - Semi Improved Turf	0	[redacted]	$ -
	Fall Cleanup	1	[redacted]	$ 60.00
Horticurtural Services	Turf Round #1 (Fertilizer & Preemergence)	1	[redacted]	$ 20.00
	Turf Round #2 (Fertilizer and Herbicide)	1	[redacted]	$ 20.00
	Turf Round #3 (Fertilizer and Herbicide)	1	[redacted]	$ 20.00
	Turf Round #3 (Grub Control & Fertilizer)	0	[redacted]	$ -
	Turf Round #4 (Fertilizer & Herbicide)	1	[redacted]	$ 20.00
	Turf Round #5 (Fertilizer & Herbicide)	0	[redacted]	$ -
	Turf Round #6 - Winterizer (Turf-Late Fall)	1	[redacted]	$ 20.00
	Tree and Shrub Round #1	0	[redacted]	$ -
	Tree and Shrub Round #2	1	[redacted]	$ 30.00
	Tree and Shrub Round #3	1	[redacted]	$ 30.00
	Tree and Shrub Round #4	0	[redacted]	$ -
	Tree and Shrub Round #5	0	[redacted]	$ -
	Shrub Fertilization	0	[redacted]	$ -
	Deep Root Feed Trees	0	[redacted]	$ -
	Plant Bed Pre-Emergence	2	[redacted]	$ 70.00
Mulch	Mulch Tree Rings	0	[redacted]	$ -
	Mulch Plant Beds	1	[redacted]	$ 325.00
Irrigation System	Central Control Monitoring	0	[redacted]	$ -
	Spring Startup	1	[redacted]	$ 45.00
	Monthly Site Inspection & Adjustment	5	[redacted]	$ 225.00
	Fall Shutdown and Blowout	1	[redacted]	$ 45.00
Seasonal Color	Spring Color - Flower Beds	0	[redacted]	$ -
	Summer Color - Flower Beds	1	[redacted]	$ 200.00
	Fall Color - Flower Beds	1	[redacted]	$ 200.00
	Bulbs - Early Spring- Flower Beds	0	[redacted]	$ -
	Spring Pots	0	[redacted]	$ -
	Summer Pots	0	[redacted]	$ -
	Fall Pots	0	[redacted]	$ -
	Flower Bed Maintenance	0	[redacted]	$ -
Detail Services	Spring Trim and prune shrubs	1	[redacted]	$ 60.00
	SummerTrim and prune shrubs	1	[redacted]	$ 60.00
	Dormant Trim and prune shrubs	0	[redacted]	$ -
	Tree Pruning < 12'	0	[redacted]	$ -
	Perennial maintenance	0	[redacted]	$ -
	Ground cover maintenance	0	[redacted]	$ -
	Roundup plant beds	0	[redacted]	$ -
	Hard Surface Sterilant	0	[redacted]	$ -
	Manual weed control	26	[redacted]	$ 650.00
	Spade edge plant beds	1	[redacted]	$ 60.00
	Spade edge tree rings	1	[redacted]	$ 75.00
	Mulch cultivation	0	[redacted]	$ -
	Nutsedge Application	2	[redacted]	$ 50.00
	Aeration	1	[redacted]	$ 50.00
			Annual Maintenance Price	$ 2,995.00

Client Signature **Embassy Representative Signature**

By signing you are agreeing to the attached 'Terms and Conditions' as they are written and approve Embassy to perform the estimated duties/tasks for the price quoted above.

RESOLUTION NO. 2012-06

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING A CONTRACT FOR ADMINISTRATIVE AND OPERATIONAL SERVICES ON BEHALF OF THE DISTRICT, AND AUTHORIZING FURTHER ACTIONS RELATING THERETO.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri, is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, the District was formed for the purpose of undertaking the District Purposes as defined in the Petition to Establish the District (the "Petition") within the District and the City of Kansas City, Missouri;

WHEREAS, pursuant to the Act and the Petition, the District is authorized to levy and collect special assessments in accordance with the Petition for Levy of Special Assessment approved by the District's board of directors in order to provide funding for the District Purposes;

WHEREAS, the District Purposes include various administrative and operational duties relating to the provision of the District Purposes;

WHEREAS, the District requires services relating to the performance of various administrative and operational duties on behalf of the District;

WHEREAS, the District and Community Association Management, Inc. ("CAM") entered into a management agreement pursuant to which CAM will provide various administrative and operational services on behalf of the District during 2012;

WHEREAS, the District desires to ratify, confirm, and approve the management agreement between the District and CAM for 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

<u>Section 1</u>. The District selects CAM to provide various administrative and operational services on behalf of the District during 2012 and the District ratifies, confirms, and approves the management agreement between the District and CAM in the form attached as <u>Exhibit A</u>.

Section 2. The District shall, and the officers, agents and employees of the District are authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to and to otherwise carry out the intent of this Resolution.

Section 3. This Resolution shall take effect immediately.

Adopted March 19, 2012.

Thane Smith, Chairman

ATTEST:

Charles B. Russell, Secretary

Exhibit A
Management Agreement

MANAGEMENT AGREEMENT

SHOAL CREEK VALLEY

This Management Agreement ("Agreement") is entered into as of November 1, 2011 (the "**Effective Date**"), between SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT ("**CID**"), which is established in accordance with the laws of the State of Missouri, and COMMUNITY ASSOCIATION MANAGEMENT, INC., ("**Manager**").

RECITALS

A. The CID is a body politic of the City of Kansas City, Missouri and has the responsibility to oversee and approve all improvements made to the, project known as the Park House and related association owned property and facilities in the immediate area of the Park House in the Shoal Creek Valley development (the "**Project**").

B. The CID is governed by a board of directors (the "**Board**"). The Board is given broad discretion to act under the laws of the City of Kansas City and the State of Missouri.

C. The Board desires now to enter into this Agreement for and on behalf of the CID with the Manager pursuant to the terms set forth herein.

AGREEMENT

1. APPOINTMENT

Effective as of the Effective Date, Board hereby engages Manager to manage, operate and maintain the common areas of the Project pursuant to the Community Charter.

2. TERM OF AGREEMENT

The term of the Agreement shall begin on the Effective Date, and end on December 31, 2012, unless sooner terminated in accordance with the provisions hereof. If not earlier terminated this Agreement will automatically extend for one year at the end of the previous term.

2.1. CID may immediately terminate this Agreement upon Notice to Manager if Manager, its employees, agents, officers, or directors:

2.1.1. Breach any of the covenants set forth in this Agreement;

2.1.2. Commit any act of gross negligence in the performance of their duties or obligations hereunder that results in a material loss to CID;

2.1.3. Commit any intentional act of malfeasance or breach of trust against CID;

2.1.4. Commit any act that substantially impairs the ability of Manager to perform its duties or prejudices or impairs the good name and reputation of CID;

2.1.5. If CID elects to terminate this Agreement under subparagraph 2.1:

2.1.5.1. CID may hand deliver a written notice of intent to terminate the Manager describing Manager's action(s) causing the termination. This Agreement shall terminate as of a date to be specified in such notice, but in no event less than thirty (30) days after the receipt of such notice.

2.1.5.2. As an alternative, CID may send a written notice of intent to terminate the Manager by registered mail, or may deliver such notice by national overnight courier, describing Manager's action(s) causing the termination. This Agreement shall terminate as of a date to be specified in such notice, but in no event less than thirty (30) days after the receipt of such notice.

2.1.6. Upon termination, no further compensation shall be earned or payable to Manager, except for any monies already due and unpaid to Manager.

2.2. Notwithstanding anything herein to the contrary, the Manager may terminate this Agreement for any or no reason upon thirty (30) days' prior written notice to CID.

2.3. Upon termination of this Agreement, Manager shall turn over to CID all documents, both paper and electronic media associated with the Project. Manager shall also cooperate with CID to turn over all CID's funds Manager controls that are associated with the Project. Manager shall provide a final accounting for the Project, and CID shall promptly pay Manager what it is owed for its activities related to the Project.

3. **RESPONSIBILITIES OF Manager.** CID authorizes and empowers Manager, and Manager agrees:

3.1. Property Management. To do everything reasonably necessary (i.e., customary in the industry) to properly manage the Project. This includes conducting periodic inspections, supervising maintenance, and arranging for required improvements, alterations, and repairs as authorized by CID (at CID's expense), and keeping the Project generally in good and marketable condition.

3.2. Taxes and Assessments. To notify CID of all taxes, assessments, and other bills or other impositions applicable to the Project, unless first notified by CID, and to pay them before their due date from the disbursement account. (See paragraph 3.9.3 for discussion of penalties.)

3.3. Compliance With Laws, Regulations, and Requirements. To inform CID if, at any time, Manager becomes aware that the Project is not in full compliance with all laws, orders, requirements, and regulations of any governmental agency having jurisdiction over part or all of the Project, and or any requirements of insurance carriers issuing coverage on part or all of the Project; to notify CID promptly in writing about any notice of any violation of laws, orders, requirements, or regulations; and to provide to CID an outline of suggestions for either correcting the violation or challenging the authority alleging such violation.

3.4. Contracts & Services. To contract, in the name of and as property manager for CID, for services required for the operation and maintenance of the Project subject to the restrictions set forth in the Budget (as defined below). All contracts shall comply with CID's written policies and procedures delivered to Manager in writing. Manager shall maintain records showing evidence of compliance.

3.5. Licenses and Permits. To apply for, obtain and maintain, in the name of CID, and at the expense of CID, all licenses and permits required of CID in connections with the management and operation of the Project. Manager shall also apply for, obtain and maintain, in its own name, and its own expense, all licenses and permits required of Manager in connection with the management and operation of the Project. CID agrees to execute and deliver any and all applications and other documents and to otherwise cooperate to the fullest extent with Manager in applying for, obtaining and maintaining such licenses and permits.

3.6. General Operation. To coordinate with the various owners on their construction plans in the Project to make sure that the debris is not being blown about the project and that mud is not being tracked onto the streets. If an infraction comes to Manager's attention, then Manager will first contact that construction people at the site and request that they remedy the situation and if remedial action is not taken immediately, then Manager will promptly contact CID.

3.7. Correspondence. Manager shall prepare the following documents:

3.7.1. Notices of Violations of Community Charter's communications to owners and residents;

3.7.2. Responses to individual homeowners and/or their agents; CID vendor; and official agencies inquiries or requests;

3.7.3. Invitations of CID meetings; and

3.7.4. Other documents as instructed by the Board.

3.8. Budgets.

3.8.1. To prepare a Budget for each calendar year and submit it to CID for approval. The Budget shall set forth the estimated receipts and expenditures (operating, capital, and others) of the Project.

3.8.2. To have CID consider the proposed Budgets and, through consultation with Manager before the Budget year, agree on an "approved operating Budget" (the "**Budget**").

3.8.3. To use diligence and to employ all reasonable efforts to ensure that actual costs of maintaining and operating the Project do not exceed the Budget, either in total or in any one accounting category. All expenses must be charged to the proper account as specified in the chart of accounts agreed upon by Manager and CID, and no expense may be classified or reclassified for the purpose of avoiding an excess in the annual Budgeted amount of an accounting category.

3.8.4. To submit to CID any proposed capital expenditures. Prior to receiving CID's board approval, Manager shall have no authorization to commit to any expenditure or to enter into any contract for any capital expenditures. Upon receiving CID's approval of its "Capital Request," Manager shall diligently complete the projects approved within the approved expenditure.

3.9. <u>Receipts</u>.

3.9.1. To collect and deposit in a depository account determined by CID all homeowner's dues, assessments, rents, service rentals, security deposits, utility payments as directed by CID, and other income from the Project, and where necessary, with CID's approval, to institute and prosecute any legal action necessary to make such collections.

3.9.2. To write off any delinquent items per approved CID policy.

3.9.3. To keep complete and accurate records of all receipts for the Project in accordance with generally accepted accounting principles consistently applied.

3.10. <u>Expenses</u>. To code and pay invoices for goods and services provided to the Project from a disbursement account determined by CID. The following shall apply:

3.10.1. CID must approve all payments to Manager, i.e., management fee, payroll reimbursement, etc., which shall not be unreasonably withheld. The approval generally will be after-the-fact during the month following the payment by Manager to Manager through CID's review of prior month financial information. In the event Manager wishes to make a payment to itself outside the normal month-to-month payments, CID must approve such payment in writing in advance of payment being made.

3.10.2. Except with respect to the approved payments and remittances described in Section 3.9.1 above, no single payment (excluding utility payments and Project taxes) of more than Ten Thousand Dollars ($10,000.00) shall be made without CID's prior board approval. Emergencies requiring immediate repairs or alterations will be handled as described in 3.9.1.

3.10.3. Manager shall pay all expenses for the Project without incurring any late payment penalties. Whenever possible, Manager shall take all reasonable discounts offered for early payment that would inure to CID's benefit.

3.10.4. To the extent funds in the disbursement account are insufficient to pay all Budget expenses, CID shall promptly deliver to Manager funds necessary to pay all such expenses. Manager shall not be obligated to advance its own funds on behalf of CID or incur any liability in its own name.

3.11. Accounting.

3.11.1. To maintain a thorough accounting system containing books of accounts with correct entries of all receipts and expenditures relating to the Project. Such books of accounts shall be maintained in accordance with generally accepted accounting principles consistently applied.

3.11.2. To furnish monthly to CID detail of all receipts and disbursements for the preceding month in a form reasonably satisfactory to CID and Manager.

3.11.3. To maintain in its office copies of all checks, receipts, vouchers, and similar documentation covering all items of income and expense, which shall be made available to CID or its agents to access and audit upon reasonable notice.

3.12. Reports.

3.12.1. To prepare a monthly management report containing the following information:

a. A description and summary of action items completed since the last regular Board meeting;
b. Copies of pertinent correspondence from the sub associations and individual parcel owners or occupants;
c. Periodic reports from vendors or contractors providing services to CID;
d. Bids;
e. A statement of receipts and disbursements for the preceding accounting period;
f. Month to Date/Year to Date Financial Statements;
g. Summary of delinquent accounts.

3.12.2. To provide CID with such other written reports as reasonably required by CID.

3.13. Employees. To have the sole authority and responsibility to select, hire (subject to Budget), supervise, and terminate all employees and independent contractors necessary to carry out its obligation under this Agreement. It is expressly understood and agreed by the parties hereto that all personnel hired by Manager, other than employees of independent contractors, shall be employees of Manager. CID shall reimburse Manager for all out-of-pocket expenses incurred by Manager, including salaries and benefits for all employees directly assigned to CID's Project as set forth in the Budget. CID shall approve positions, not employees.

3.14. Employee Taxes. To execute and file timely, in Manager's name, all returns and other instruments necessary to be filed in connection with Manager's employees, in addition to the payment of all social security, unemployment, and other similar taxes for Manager's employees.

3.15. Workers' Compensation. To carry workers' compensation insurance in connection with Manager's employees. The employees of Manager are covered by a comprehensive self insurance program for purposes of worker's compensation.

3.16. Emergencies. In case of an emergency requiring immediate repairs or alterations when CID is not readily available for consultation, Manager may incur expenditures consistent with Manager's reasonable commercial discretion. Manager shall handle the emergency in a proper and responsible manner, while limiting any reasonably avoidable expenditure, and shall inform CID within twenty-four (24) hours of beginning the repair.

3.17. Other Services. To perform any other services necessary and proper for operating and managing the Project and to report to CID promptly any conditions about the Project that require CID's attention.

3.17 Debts of CID. All debts and liabilities to third parties incurred by Manager in the course of its operation and management of the Project shall be the debts and liabilities of CID. Manager shall not be liable for any such debts or liabilities, except as may be expressly set forth herein or where Manager has exceeded its actual authority hereunder.

4. RECORD RETENTION DUTIES:

4.1 Records Retained: Manager shall maintain documents and complete files for all correspondence relating to the CID. The CID's current fiscal year financial period shall be kept at Manager's offices. Such records shall be open for inspection and copying during Manager's normal business hours.

4.2 Owner's Right To Inspect Books: An owner shall have the right at any reasonable time, with reasonable notice, through its representatives or in person, to inspect any record held by Manager for the CID which may verify the financial or monthly reports, including, but not limited to, all checks, bills, vouchers, statements, cash receipts, correspondence, cash disbursements, and all other records in connection with the management of the CID. Manager shall be entitled to bill CID for its additional labor cost in connection with an owner's inspection of the books and records. By CID Policy, this cost may also be passed along to the requesting homeowner.

5. **FEE AND OFFICE HOURS.** CID shall pay Manager a management fee of $900 per month. Manager's office hours are from 8 am to 8 pm Monday through Thursday and 8 am to 5 pm on Friday. Services required or requested outside of these hours will be considered overtime and billable by the hour at a rate of $85 per hour. The management fee shall be paid monthly after services have been performed. No further charge shall be made by Manager for Manger's services and other services of Manager's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the CID, such as preparation and circulation of notices and newsletters and general correspondence of the CID, shall be at CID's expense, including postage, copies, and envelopes. As outlined in Exhibit A, the CID shall reimburse Agent for all extra services performed on behalf of the CID and/or its members.

   5.1. Administrative Charges: The Manager will automatically be reimbursed for all company administrative, direct or indirect costs, or other expenses directly related to the management of CID that are $100.00 or less per month. Manager will not be reimbursed for any company administrative, direct or indirect costs, or other expenses that exceed $100.00 per month without prior written consent of CID.

6. **INDEMNITY AND INSURANCE.** CID agrees to indemnify, defend, and hold harmless Manager (and if joined in any suit or action against Manager, Manager's officers, directors, employees and agents) from and against any liability, damage, loss, claim, or cost (including, but not limited to, reasonable attorneys' fees and any penalties or fines imposed by any court) arising out of the performance by Manager of its obligations under this Agreement or Board's actions or failure to act. CID shall not be responsible to Manager for any such expenses in the event Manager is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Manager to employ legal counsel to represent the Board or the CID in any such proceeding or suit. In such case as may be required after termination of this agreement, this section survives termination of this Agreement for any and all costs incurred by Manager on behalf of the CID.

   6.1. CID's Insurance. On behalf of CID, Manager shall procure and maintain commercial general liability insurance (including blanket contractual liability insurance) on an "occurrence" basis as required by the Condominium Declaration, against claims for bodily injury, death, and Property damage in connection with CID's indemnification, with limits of not less than Two Million Dollars ($2,000,000.00) each occurrence; Two Million Dollars ($2,000,000.00) annual general aggregate, Two Million Dollars ($2,000,000.00) products and completed operations annual aggregate, One Million Dollars ($1,000,000) personal and advertising injury per occurrence, and One Hundred

Thousand Dollars ($100,000) fire damage (any one fire). CID shall provide Manager a certificate of insurance with an additional endorsement page showing Manager as an additional insured. The certificate shall also state that the policy may not be canceled without thirty (30) days' prior written notice to Manager.

6.2. Property Insurance. On behalf of CID, Manager shall cause to be effected and maintained, insurance coverage for casualty and liability with regard to the Project as required by the Condominium Declaration. The cost of all such insurance shall be an expense of the Project attributable to CID. Manager shall be named as an additional insured on said policies and shall furnish Manager certificates showing such evidence of coverage. This section survives termination of this agreement for any and all costs incurred by Manager on behalf of the association.

6.3. Fidelity Bond. All Manager's employees or officers or contracted service provider who are authorized signatories for the disbursement account, or who otherwise handle CID's money, shall be bonded under a blanket commercial bond obtained by Manager, at its expense, in the amount of Two Hundred and Fifty Thousand Dollars ($250,000.00). If there is a loss covered by such bond, Manager shall assign the rights under or proceeds from such bond to CID after all Manager's litigation, attorney, or hourly billable time relating to such loss have been paid in full. Manager shall provide CID evidence of such bonds.

6.4. Contractor's Insurance. Manager shall require that all contractors and/or subcontractors, before being permitted onto the Project, have insurance coverage, as verified by a Certificate of Insurance. The Manager shall obtain and keep on file with CID a Certificate of Insurance showing contractors and subcontractors so insured, with an additional endorsement page showing that CID and Manager are named as additional insureds. Insurance at the contractor's expense should be in the following minimum amounts:

6.4.1. Workers' Compensation Insurance for all of its employees who work at or visit the Property and Employers Liability Insurance with coverage and minimum limits of the greater of: (i) bodily injury by accident ($500,000.00 each accident); (ii) bodily injury by disease ($500,000 policy limit); and (iii) bodily injury by disease ($500,000 each employee).

5.4.2. Commercial General Liability policy (CG 00 01 policy) providing coverage on an occurrence basis with limits of not less than Two Million Dollars ($2,000,000.00) each occurrence; Two Million Dollars ($2,000,000.00) annual general aggregate, Two Million Dollars ($2,000,000.00) products and completed operations annual aggregate, One Million Dollars ($1,000,000) personal and advertising injury per occurrence, and One Hundred Thousand Dollars ($100,000) fire damage (any one fire). Prior to commencement of any work, Contractor shall furnish to Manager a certificate of insurance in the form of ACORD™ Form 25-S (1/95) (or its replacement) Certificates of Liability

Insurance for liability coverages accompanied by the endorsement form CG 20 10 11 85. The certificate of insurance shall comply with the requirements set forth in Subsection 13.2(i) above.

5.4.3. Automobile Liability of One Million Dollars ($1,000,000.00) on an occurrence basis with a minimum combined single limit per accident covering "Any Auto."

6.5. Reporting of Incidents. Manager shall promptly investigate and make a full written report as to all accidents or claims for damage relating to CID's, operation and maintenance of the Project, including any damage or destruction to the Project and the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith.

7. MISCELLANEOUS

7.1. Representation. Manager is authorized under Missouri law to provide property management services. Notwithstanding the foregoing, Manager will not list, sell, show or lease any property owned by an owner in the Project without prior written consent of CID.

7.2. Independent Contractor. For purposes of this Agreement, Manager is an independent contractor and is not an employee of CID for any purpose.

7.3. Licenses and Permits. Manager shall at all times during the term of this Agreement maintain such licenses and permits as are required for any of the various services to be performed by Manager for CID.

7.4. Modifications. This Agreement may not be modified unless such modification is in writing and signed by both parties to this Agreement.

7.5. Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto and their respective successors and assigns. However, except for the assignment of fees for financing purposes, this Agreement may not be assigned by either party without the prior written consent of the other.

7.6. Publicity. All notices to third parties and all other publicity concerning this Agreement and the services to be performed by Manager hereunder shall be jointly planned and coordinated by the parties hereto.

7.7. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the state where the Project is located. If any provision of this Agreement shall be prohibited by or be held invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement.

7.8. Legal Actions. Where legal assistance is required for the Project, specifically with regard to collection of rent or tenant eviction, legal assistance shall be obtained through counsel designated or approved by CID, and such legal action shall be in CID's name only. All such legal expense shall be borne by CID, and Manager's only obligation hereunder shall be to reasonably assist such legal counsel.

7.9. Compliance with Laws. Manager and CID shall comply with and abide by all laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any federal, state, or municipal authority. Neither CID, Manager, nor anyone authorized to act for them shall in the rental, lease, sale, or in the providing of services or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, national origin, or any other constitutionally or legally protected status.

7.10. Proration. When this Agreement's beginning date and/or termination date falls within the middle of the month, the management fee will be paid by using the prorated share of the management fee for the entire month (management fee divided by number of days in the month times the number of contract days in the month).

7.11. Disputes. In event of any action proceeding, related to, or arising from, or to enforce or interrupt this Agreement or the relationship between parties (a) THE PARTIES WAIVE JURY TRIAL; and (b) the prevailing parties shall be entitled to recover its attorney's fees from the other party.

7.12. Notice. For purposes of this Agreement, and until changed by written notice, mailing addresses of the parties for all purposes shall be:

Manager:
Community CID Management
Attn: Bryan Charcut
8826 Santa Fe Drive, Suite 190
Overland Park, KS 66212

CID:
City Improvement District
Attn: Doug Holmberg
5 Victory Lane, Suite #205
Liberty, MO 64068

7.13. No Partnership. CID and Manager hereby agree that nothing contained herein or in any document executed in connection herewith shall be construed as making Manager and CID joint venturers or partners.

7.14. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement of such other documents shall be valid and shall be enforced to the fullest extent permitted by law.

7.15. Communication and Directives. The parties hereto agree that all directives, orders, requests, complaints, and/or other communications shall only be given to Manager through Doug Holmberg, or such other person as CID shall from time to time designate in writing ("CID's Representative"). Manager shall have no duty or obligation to perform any task, respond to any communication, or take any action of any kind whatsoever unless and until same has been communicated by CID's Representative (and then only to the extent same is in accordance with the terms of this Agreement).

8. SIGNATURES

Manager:

COMMUNITY ASSOCIATION
a Missouri corporation

By: ________________
Name: BRYAN CHARCUT
Its: PRESIDENT

CID:

CITY IMPROVEMENT DISTRICT,
a body politic of the City of Kansas City, MO

By: Carl Duke
Name: Carl L. Duke
Its: Chairman

DLH

4822-1051-0605.1

EXHIBIT A

SUPPLY/CHARGE LIST

Application of Late Fee	No Charge
Courtesy Reminder	No Charge
Lien Preparation and Recordation (plus actual costs)	150.00

RESOLUTION NO. 2012-07

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING PROCUREMENT OF INSURANCE, AND AUTHORIZING FURTHER ACTIONS RELATING THERETO.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri, is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act; and

WHEREAS, the District was formed for the purpose of undertaking the District Purposes as defined in the Petition to Establish the District (the "Petition") within the District and the City of Kansas City, Missouri;

WHEREAS, pursuant to the Act and the Petition, the District is authorized to levy and collect special assessments in accordance with the Petition for Levy of Special Assessment approved by the District's board of directors in order to provide funding for the District Purposes;

WHEREAS, the District procured insurance for the period beginning June 1, 2011 and ending June 1, 2012;

WHEREAS, the District desires to ratify, confirm, and approve the insurance policy for such period and the District desires to authorize the Executive Director to request insurance proposals for the remainder of 2012 and/or the fiscal year ending March 31, 2013 or such other appropriate period.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

Section 1. The District ratifies, confirms, and approves the insurance policy attached as Exhibit A.

Section 2. The District authorizes the Executive Director to request insurance proposals for such period as the Executive Director deems appropriate.

Section 3. The District shall, and the officers, agents and employees of the District are authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to and to otherwise carry out the intent of this Resolution.

Section 4. This Resolution shall take effect immediately.

Adopted March 19, 2012.

Thane Smith, Chairman

ATTEST:

C B Russell

Charles B. Russell, Secretary

Exhibit A
Insurance

Commercial

Package Policy

THE CINCINNATI INSURANCE COMPANIES

THE
CINCINNATI INSURANCE COMPANIES

MAILING ADDRESS: P.O. Box 145496, Cincinnati, Ohio 45250-5496
HOME OFFICE: 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141

Making our strength your future

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Attached to and forming part of:
Auto / Garage
Policy Number EBA 008 74 11

All Other
Policy Number ENP 008 74 11

Effective Date
of Endorsement 04-12-2012

Issued to SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT
Agent GM PETERS AGENCY, INC. 24-051
LIBERTY, MO

Endorsement # 6

PREMIUM INFORMATION

Additional Premium Due at Endorsement Effective Date REFER TO IA4319

Subsequent Quarterly Installments Increased by $ ____________

Revised Quarterly Installment Payment(s) $ ____________

It is agreed that the policy is amended as indicated by ☒

☐ **Policy Installment Premium Amended to:**
☐ Annual ☐ Semi-Annual ☐ Quarterly

☒ **Named Insured**
SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

☐ **Mailing Address**

☐ **Form(s) Added**

☐ **Form(s) Deleted**

All Other Reason for Change

Auto / Garage Reason for Change

04-13-2012 13:41

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY
P.O. Box 145496, CINCINNATI, OH 45250-5496

POLICY CHANGE ENDORSEMENT

Attached to and forming part of POLICY NUMBER: CSU0028852 Policy Change Endorsement Number: 4

NAMED INSURED AND MAILING ADDRESS:

Shoal Creek Valley Community Improvement District
Refer to Named Insured Schedule CSIA 409
8826 SANTA FE DR STE 190
OVERLAND PARK KS 66212

PRODUCER - Your contact for matters pertaining to this policy:
Marrs and Davolt, LLC dba G. M. Peters Agency, Inc. 24-051
11 N Water St
Liberty MO 64068-1747

Broker: 0410986
CSU Producer Resources, Inc.
6200 South Gilmore Road
Fairfield, OH 45014-5141
Scott Hintze

Effective Date of Policy Change: 04/18/2012	Signature of authorized representative or countersignature, where applicable:

	ADDITIONAL PREMIUM	RETURN PREMIUM
Policy Change Premium	$.00	$.00
Terrorism Risk Insurance Extension Act	$.00	$.00
Surplus lines taxes	$.00	$.00
Stamping fee	$.00	$.00
Other taxes or fees	$.00	$.00
TOTAL DUE:	$.00	$.00

TYPE OF CHANGE	COVERAGE	DESCRIPTION
Amend	The Named Insured To:	Shoal Creek Valley Community Improvement District

The policy is changed as described in this endorsement. All other terms and conditions are unchanged.

POLICY NUMBER CSU0028852

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED SCHEDULE

This Schedule supplements the Declarations.

SCHEDULE

Named Insured: Shoal Creek Valley Community Improvement District

RESOLUTION NO. 2012-08

SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT ADOPTING AMENDED BYLAWS OF THE DISTRICT, AND AUTHORIZING FURTHER ACTIONS RELATED THERETO.

WHEREAS, the Shoal Creek Valley Community Improvement District ("District"), which was formed on March 6, 2008, by Ordinance Number 080193 adopted by the City Council of the City of Kansas City, Missouri, is a community improvement district created under the authority of the "Missouri Community Improvement District Act," Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "Act"), and is transacting business and exercising the powers granted by the Act;

WHEREAS, the District was formed for the purpose of undertaking the District Purposes as defined in the Petition to Establish the District (the "Petition") within the District and the City of Kansas City, Missouri; and

WHEREAS, the District desires to amend the District's bylaws to update the District's official address.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The First Amended Bylaws are approved and adopted in substantially the same form as presented to the Board of Directors.

2. The Chairman and Secretary are authorized and directed to execute the First Amended Bylaws. The Secretary is instructed to cause the First Amended Bylaws to be annexed to the minutes of the meeting of the Board of Directors of the District and to be made a part of the official records of the District.

3. The Chairman and Secretary are authorized and directed to take all further action necessary to carry out the purpose and intent of this resolution.

Adopted March 19, 2012.

Thane Smith, Chairman

ATTEST:

C B Russell

Charles B. Russell, Secretary

EXHIBIT A

FIRST AMENDED BYLAWS OF SHOAL CREEK VALLEY COMMUNITY IMPROVEMENT DISTRICT

ARTICLE I - THE DISTRICT

Section 1.1 Name of District. The name of the district shall be the Shoal Creek Valley Community Improvement District (the "District").

Section 1.2 Office of the District. The office of the District shall be at 5 Victory Lane, Suite 205, Liberty, MO 64068. The District may also have other offices at such other places as the Board of Directors may from time to time designate or the District may require.

ARTICLE II - BOARD OF DIRECTORS

Section 2.1 General Powers. The Board of Directors shall possess and exercise all of the District's legislative and executive powers and shall have and exercise those powers necessary to carry out its duties regarding the governance of the District as set forth in the Petition to Establish the Shoal Creek Valley Community Improvement District (the "Petition"), and in Section 67.1401 through Section 67.1571 of the Revised Statutes of Missouri, otherwise known as the Missouri Community Improvement District Act (the "CID Act").

Section 2.2 Number, Appointment, Qualifications and Tenure. The Board of Directors shall be composed of five (5) members ("Directors"), each of whom shall have attained eighteen (18) years of age, and shall be owners or representatives of owners of the real property in the District or of a business operating within the District. The initial Directors shall consist of those persons named in the Petition and each of the initial Directors shall serve the term stated in the Petition. Successor Directors shall be appointed as stated in the Petition and pursuant to the CID Act.

Section 2.3 Annual Meetings. The Board of Directors shall hold an annual meeting no later than thirty (30) days prior to the first day of each fiscal year, at which meeting the Board of Directors shall adopt an annual budget. Annual meetings shall be held at the Office of the District or at such other place as may be determined by the Board of Directors and as designated in the Notice of Annual Meeting.

Section 2.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as may be designated by resolution of the Board of Directors, unless such day shall fall on a legal holiday, in which event the meeting shall be held at the same hour on the next succeeding business day.

Section 2.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman or any two Directors for the purpose of transacting any business designated in the notice for such meeting, and shall be held at the office of the District or at such other place as the Board of Directors may determine. At such special meeting no business shall be considered other than that designated in the notice; however, if all of the Directors are present at the special meeting, any item of business, whether or not designated in the notice, may be transacted by and with their unanimous consent.

Section 2.6 Notice. Written notice, as required by statute regulating meetings of public governmental bodies, shall be delivered by hand, mail or facsimile to each Director at least twenty-four hours prior to the scheduled annual or regular meeting. Notice of a special meeting shall be delivered by hand, mail or facsimile to each Director at least two days prior to the date of such special meeting. If mailed, the notice of the meeting shall be deemed delivered when deposited in the United States mail, addressed to the Director at his/her address as it appears on the records of the District, with postage prepaid. Each Director may by written consent waive this notice requirement for any meeting.

Section 2.7 Quorum. A simple majority of the Board of Directors shall constitute a quorum for the transaction of business. The acts of a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, a majority of the Board of Directors present may adjourn the meeting until a quorum is present.

Any Directors may participate in a meeting of the Board of Directors by means of a conference telephone call or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 2.8 Manner of Voting. The voting of all questions coming before the Board of Directors shall be by voice vote unless the presiding officer shall direct or any Director shall demand a vote by roll call or by ballot. In the case of an abstention or nay vote, the Director so abstaining or voting nay shall be identified in the minutes of such meeting.

Section 2.9 Vacancies. If, for any reason, a Director is unable to serve his/her full term, his/her vacancy to the Board of Directors shall be filled by an appointment of the remaining Directors and such replacement Director shall serve the remainder of the un-expired term.

Section 2.10 Compensation. Directors shall not receive any compensation for their services but shall be entitled to the reimbursement of all actual expenses resulting from their participation as a member of the Board of Directors upon approval by the remainder of the members of the Board of Directors.

Section 2.11 Open Meetings. All meetings, only as required by applicable law, shall be open to the public and all records of the District, only as required by applicable law, shall be available for inspection at the District Office during normal business hours.

ARTICLE III - OFFICERS

Section 3.1 Enumeration of Offices. The officers of the District shall be a Chairman, Executive Director, Treasurer and Secretary. The Board of Directors may also appoint one or more Vice Chairmen and such other officers, employees and agents as it shall deem desirable. Such officers, employees and agents shall have the authority and duties prescribed by the Board of

Directors. Notwithstanding anything to the contrary, any two or more offices may be held by the same person, except for the office of Chairman and Secretary.

Section 3.2 Appointment and Term of Office. The officers shall be appointed at the first meeting of the Directors or as soon thereafter as possible. Thereafter, the officers of the District shall be appointed annually by the Board of Directors at the annual meeting of the Board of Directors. If the appointment is not held at such meeting, the appointment shall be held as soon thereafter as convenient. Each officer shall hold office until his/her successor has been duly appointed and qualified, or until his/her resignation, death or removal.

Section 3.3 Vacancies. Vacancies in offices, however caused, may be filled by appointment by the Board of Directors at any time for the unexpired terms of such offices.

Section 3.4 Chairman; Powers and Duties. The Chairman shall preside at all meetings of the District and Board of Directors at which he/she shall be present and perform such other duties as may be prescribed by the Board of Directors.

Section 3.5. Vice-Chairmen. At the request of the Chairman or in the event of his absence, disability or refusal to act, the Vice Chairman (or, in the event there be more than one Vice Chairman, the Vice Chairman in the order of their election or designation) shall perform the duties of the Chairman and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Each Vice Chairman shall have such powers and discharge such duties as may be assigned to him from time to time by the Chairman or the Board of Directors.

Section 3.6 Executive Director; Powers and Duties. The Executive Director shall have the following powers and duties:

a. Sign all contracts, deeds, mortgages, bonds, and other instruments by the District that the Board of Directors has authorized for execution, except where the signing and execution thereof has been expressly delegated by the Board of Directors or these Bylaws to some other officer or agent of the District or is required by law to be otherwise signed or executed;

b. Make reports to the Board of Directors and make an annual report to such government agencies as required by law; and

c. Generally perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors.

Section 3.7 Treasurer; Powers and Duties. The Treasurer shall have the following powers and duties:

a. Act as custodian of and take charge of and be responsible for all funds of the District;

b. Receive and give receipts for money due and payable to the District from any source whatsoever;

c. Deposit all such monies paid to the District in the name of the District in such banks, trust companies, or other depositaries as shall be selected by the Board of Directors pursuant to resolution; and

d. Perform all of the duties incidental to the office of the Treasurer and such other duties as may be assigned to the Treasurer by the Chairman or the Board of Directors.

Section 3.8 Secretary; Powers and Duties. The Secretary shall have the following powers and duties:

a. Keep the minutes for the meetings of the Board of Directors in one or more books provided for that purpose;

b. See that all notices are duly given, in accordance with the Bylaws or as required by law;

c. Act as custodian of the records of the District;

d. Keep a register of the post office and street address of each Director whose address shall be furnished to the Secretary by the Director; and

e. Perform all duties incidental to the office of District Secretary and such other duties as may be assigned to the District Secretary by the Chairman or the Board of Directors.

Section 3.9 Delegation of Duties. In case of the absence of any officer of the District, for any reason that the Board of Directors may deem sufficient, the Board of Directors may delegate the power or duties of such officer to another Director for the interim, provided a majority of the entire Board of Directors concurs.

ARTICLE IV - INDEMNIFICATION

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

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

The standard of conduct required shall be that such person acted in good faith for a purpose which he/she reasonably believed to be in the best interest of the District, and that he/she, in addition, in any criminal action or proceeding, had not reasonable cause to believe his/her conduct to be unlawful.

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

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

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

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

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

ARTICLE V - BOOKS AND RECORDS

The District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors.

ARTICLE VI - SEAL

The District shall have no seal.

ARTICLE VII - FISCAL YEAR

The fiscal year of the District shall end on the last day of April in each year.

ARTICLE VIII – ANNUAL BUDGET

No earlier than one hundred eighty days (180) and no later than ninety (90) days prior to the first day of each fiscal year, the Board of Directors shall submit to the governing body of the City of Kansas City, Missouri, a proposed annual budget, setting forth expected expenditures, revenues and rates of assessments and taxes, if any, for such fiscal year.

The Board of Directors shall adopt an annual budget at its annual meeting, which shall be held no later than thirty (30) days prior to the first day of each fiscal year.

ARTICLE IX – ANNUAL REPORT TO CITY CLERK AND MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

Within one hundred twenty (120) days after the end of each fiscal year, the Board of Directors shall submit a report to the municipal clerk of Kansas City, Missouri, and to the Missouri Department of Economic Development, stating the services provided, revenues collected and expenditures made by the District during such fiscal year, together with copies of all written resolutions approved by the Board of Directors during such fiscal year.

ARTICLE X - NOTICE AND WAIVER

Whenever any notice whatever is required to be given under the provisions of these Bylaws or under the provisions of applicable law, waiver thereto in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX - AMENDMENT OF BYLAWS

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by a majority of the Directors present at any annual, regular or special meeting.

Approved March 19, 2012.

____
Thane Smith, Chairman

ATTEST:

____
Charles B. Russell, Secretary