ANNUAL REPORT FOR
VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT (the "District")
FOR FISCAL YEAR ENDING APRIL 30, 2025

SECTION I

Date: August 15, 2025

CID Contact Information: c/o Curtis Petersen, Polsinelli PC (Legal Counsel), 900 West 48th Place, Suite 900, Kansas City, Missouri 64112, cpetersen@polsinelli.com, (913) 234-7458

Political Subdivision or Not for Profit: Political Subdivision

Date of and Ordinance No: Ordinance No. 170797, passed on October 12, 2017

SECTION II

PURPOSE OF THE DISTRICT AND SERVICES PERFORMED DURING FISCAL YEAR:

The purpose of the District is to provide funding for improvements, including but not limited to, Booth Avenue, E. Shoal Creek Valley Drive, W. Shoal Creek Valley Drive and service within the District as provided under the CID Act. No services were performed during FYE 4/30/2025.

SECTION III

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

Name	Email	Term
Tim Harris	tharris@stardevcorp.com	3/15/2022 - 3/14/2026
Kelly Harris-Klein	Kklein0619@gmail.com	3/15/2022 - 3/14/2026
Matthew Iway	Matt@stardevcorp.com	12/4/2024 - 12/3/2028
Sheryl Giambalvo	Sheryl@stardevcorp.com	12/4/2024 - 12/3/2028
Blake Fulton	Blake@stardevcorp.com	12/4/2024 - 12/3/2028

SECTION IV

BUDGET / REVENUES/ EXPENDITURES

Date FYE 4/30/2024 Annual Report was submitted to City: August 27, 2024

Date FYE 4/30/2026 budget was submitted to City: January 22, 2025
Date FYE 4/30/2026 budget was adopted: March 20, 2025
See attached *actual* budget for FYE 4/30/2025

SECTION V

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

Resolution #	**Resolution**
2025-1	Approving Minutes of the 3/6/2024 board meeting
2025-2	Appointing Officers
2025-3	Approving an Amended Budget for FYE 4/30/2025
2025-4	Approve Budget for FYE 4/30/2026 and appropriating funds
2025-5	Authorize Preparation and Submittal of FYE 4/30/2025 Annual Report
2025-6	Authorize Preparation and Submittal of FYE 4/30/2025 Financial Report
2025-7	Acknowledge Resignations and Elect Interim Director
2025-8	Authorize Execution of Cooperative Agreement

***Per Ordinance No. 249079, attached please find a copy of the CID's currently adopted Bylaws that were adopted on March 14, 2018.**

SUBMIT FORM AND ATTACHMENTS TO:

Missouri Dept of Economic Development Attn: CID Annual Report 301 W. High Street, P. O. Box 118 Jefferson City, MO 65102 Phone: 1-573-526-8004 Fax: 1-573-522-9462 Email: redevelopment@ded.mo.gov	**City Clerk** 25th Floor, City Hall 414 E. 12th Street Kansas City, MO 64106 Phone: (816) 513-6401 Fax: (816) 513-3353 Email:Marilyn.Sanders@kcmo.org

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

FYE 4/30/2025 ACTUAL BUDGET

	FYE 4/30/2025 (actual)	FYE 4/30/2025* (amended)	FYE 4/30/2025* (proposed)
FUNDS AVAILABLE:			
- Cash on Hand (Beginning of Fiscal Year)	$ 28,107.74	$ 28,107.74	$ 61,114.48
ESTIMATED REVENUE:			
- 1% CID Sales and UseTax (effective January 1, 2019)	$ 113,200.30	$ 120,000.00	$ 55,000.00
- Net Proceeds of Developer Advances	$ -	$ 4,200.00	$ 4,200.00
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	**$ 141,308.04**	**$ 152,307.74**	**$ 120,314.48**
ESTIMATED EXPENDITURES:			
- TIF Eats (45% of CID sales tax revenue)**	$ -	$ -	$ 27,500.00
- Bank Fees	$ 110.00	$ 100.00	$ 100.00
- D&O Insurance for Board of Directors		$ 1,200.00	$ 1,200.00
- Legal Fees	$ -	$ 3,000.00	$ 3,000.00
- City CID Annual Submission Review Review	$ -	$ 1,000.00	$ 1,000.00
- Repayment of Developer's Advanced Project Costs^	$ 140,200.00	$ 125,000.00	$ 80,000.00
**See attached copy of Superior Bowne Pay Application for Detailed Breakdown of Project Cost Expenditures			
- **TOTAL ESTIMATED EXPENDITURES:** -	$ 140,310.00	$ 130,300.00	$ 112,800.00
FUNDS AVAILABLE:			
- Cash on Hand End of Fiscal Year	$ 998.04	$ 22,007.74	$ 7,514.48

***** Estimated values.

****** See Cover Page Note regarding termination of TIF Project Plan Area.

^ The terms of the repayment of Developer Advances, including interest thereon, is addressed and governed by that Construction and Financing Agreement by and between the CID and the Developer.

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-1

APPROVING THE MINUTES OF THE MARCH 6, 2024 BOARD OF DIRECTORS MEETING

WHEREAS, the Bylaws of the Valley View Community Improvement District (the "District") require the District to keep minutes of the Board of Directors meeting;

WHEREAS, the Board conducted a Board of Directors Meeting on March 6, 2024; and

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

NOW, THEREFORE, BE IT RESOLVED, that the minutes of the Board of Directors Meeting held on March 6, 2024 are attached hereto as Exhibit A and shall be and are hereby approved in all respects.

PASSED by the Board of Directors of the Valley View Community Improvement District on March 20, 2025.

Tim Harris, Executive Director

EXHIBIIT A

March 6, 2024 Meeting Minutes

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS OF THE DISTRICT

An annual meeting of the Board of Directors ("Board") of the Valley View Community Improvement District (the "District") was held on March 6, 2024 commencing at 3:05 p.m., at Polsinelli PC, 900 W. 48th Place, Suite 900, Kansas City, MO 64112, pursuant to notice duly given.

The following members of the Board were present via telephone conference: Tim Harris Robert de la Fuente, and Sheryl Giambalvo (Board Members Blake Fulton and Kelly Harris were absent). Also present was Amy Grant, Paralegal with Polsinelli PC, legal counsel to the District.

After determining that a simple majority of Board members was present and a quorum was recognized, the meeting was commenced.

Robert de la Fuente made a motion to adopt Resolution 2024-1, approving the March 12, 2023 meeting minutes. Sheryl Giambalvo seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Robert de la Fuente made a motion to adopt Resolution 2024-2, appointing officers of the District. Robert de la Fuente was appointed as Executive Director and Chairman of the District and Sheryl Giambalvo was appointed as Secretary and Treasurer of the District. Sheryl Giambalvo seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Robert de la Fuente made a motion to adopt Resolution 2024-3, approving an amended budget for FYE April 30, 2024 and appropriating funds. Sheryl Giambalvo seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Robert de la Fuente made a motion to adopt Resolution 2024-4, approving a budget for FYE April 30, 2025 and appropriating funds. Sheryl Giambalvo seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Robert de la Fuente made a motion to adopt Resolution 2024-5, authorizing preparation and submittal of FYE 4/30/2024 annual report to City Clerk and Department of Economic Development. Sheryl Giambalvo seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Robert de la Fuente made a motion to adopt Resolution 2024-6, authorizing preparation and submittal of FYE 4/30/2024 financial report to State Auditor. Sheryl Giambalvo seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Robert de la Fuente made a motion to adopt Resolution 2024-7, nominate successor directors. Sheryl Giambalvo seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

Robert de la Fuente made a motion to adopt Resolution 2024-8, certify CID costs. Sheryl Giambalvo seconded the motion, a vote was held, and the Board unanimously adopted the resolution.

There being no other business to come before the board, Robert de la Fuente made a motion to adjourn the meeting, which was seconded by Sheryl Giambalvo. A vote was held, the motion unanimously carried, and the meeting was adjourned.

Respectfully submitted,

_____

Sheryl Giambalvo, Secretary

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-2

APPOINTING OFFICERS OF THE DISTRICT

WHEREAS, the Bylaws of the Valley View Community Improvement District (the "**District**") require the District's Board of Directors to appoint a chairman, executive director, secretary, treasurer and such other officers or employees as it deems necessary;

WHEREAS, the Board of Directors of the District desires to appoint a chairman, secretary, treasurer and executive director as the officers of the District in accordance with the Bylaws; and

WHEREAS, the chairman, secretary, treasurer and executive director shall have the powers and duties described in the Bylaws.

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

1. Tim Harris is appointed Executive Director/Chairman of the District.

2. Sheryl Giambalvo is appointed Secretary/Treasurer of the District.

3. Each officer of the District shall exercise those powers and perform those duties as set forth in the Bylaws of the District.

4. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Valley View Community Improvement District on March 20, 2025.

Tim Harris, Executive Director

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-3

APPROVING AN AMENDED BUDGET FOR FISCAL YEAR ENDING 4/30/2025 AND APPROPRIATE FUNDS

WHEREAS, the District and prepared an amended budget for FYE 4/30/2025 to more closely reflect the anticipated revenues and expenditures for said fiscal year; and

WHEREAS, the Board of Directors desires to approve an amended budget for FYE 4/30/2025 and appropriate funds for payment of the District's expenses.

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

1. The District hereby adopts an Amended Budget for the District's FYE 4/30/2025, which attached hereto as **Exhibit A** and authorizes appropriation of funds in accordance therewith.

2. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Valley View Community Improvement District on March 20, 2025.

Tim Harris, Executive Director

EXHIBIT A

AMENDED FYE 04/30/2025 BUDGET

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

FYE 4/30/2025 AMENDED BUDGET

		FYE 4/30/2025* (amended)		FYE 4/30/2025* (proposed)
FUNDS AVAILABLE:				
- Cash on Hand (Beginning of Fiscal Year)	$	28,107.74	$	61,114.48
ESTIMATED REVENUE:				
- 1% CID Sales and UseTax (effective January 1, 2019)	$	120,000.00	$	55,000.00
- Net Proceeds of Developer Advances	$	4,200.00	$	4,200.00
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	**$**	**152,307.74**	**$**	**120,314.48**
ESTIMATED EXPENDITURES:				
- TIF Eats (45% of CID sales tax revenue)**	$	-	$	27,500.00
- Bank Fees	$	100.00	$	100.00
- D&O Insurance for Board of Directors	$	1,200.00	$	1,200.00
- Legal Fees	$	3,000.00	$	3,000.00
- City CID Annual Submission Review Review	$	1,000.00	$	1,000.00
- Repayment of Developer's Advanced Project Costs^	$	125,000.00	$	80,000.00
**See attached copy of Superior Bowne Pay Application for Detailed Breakdown of Project Cost Expenditures				
- **TOTAL ESTIMATED EXPENDITURES:**	$	130,300.00	$	112,800.00
FUNDS AVAILABLE:				
- Cash on Hand End of Fiscal Year	$	22,007.74	$	7,514.48

* Estimated values.

** See Cover Page Note regarding termination of TIF Project Plan Area.

^ The terms of the repayment of Developer Advances, including interest thereon, is addressed and governed by that Construction and Financing Agreement by and between the CID and the Developer.

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-4

APPROVING PROPOSED ANNUAL BUDGET FOR FISCAL YEAR ENDING 4/30/2026 AND APPROPRIATE FUNDS

WHEREAS, the Valley View Community Improvement District (the "**District**") is required to adopt an annual budget for the operation of the District;

WHEREAS, the District has submitted to the City a proposed annual budget for FYE 4/30/2026, which is attached as **Exhibit A**; and

WHEREAS, the District desires to adopt the proposed annual budget for the operation of the District with respect to the District's FYE 4/30/2026.

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

1. The District hereby adopts an annual Budget with respect to the District's FYE 4/30/2026, which is attached hereto as **Exhibit A** and authorizes appropriation of funds in accordance therewith.

2. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Valley View Community Improvement District on March 20, 2025.

Tim Harris, Executive Director

EXHIBIT A

FYE 04/30/2026 PROPOSED BUDGET

Proposed Budget for
Valley View
Community Improvement District
Fiscal Year Ending April 30, 2026

Date of Budget Submittal:	January 22, 2025
District Point of Contact Information:	Polsinelli PC c/o Amy Grant (816) 753-1000 agrant@polsinelli.com

BUDGET MESSAGES:

The District is proposed to provide funding for the Improvements, Services, Formation Costs, and Operating/Administrative Costs (as those terms are defined below). The District will enter into an agreement with STAR Acquisitions, Inc. ("Developer") whereby Developer will agree to advance such costs, as necessary, and the District will use District Sales Tax (defined below) revenues collected over time to repay Developer with interest. Any obligation of the District will not be a financial obligation of the City of Kansas City, Missouri

The Valley View Community Improvement District was established by the City Council of Kansas City, Missouri on October 12, 2017. The District's Board of Directors and the owner of the real property that constitutes the District approved a 1.0% CID sales and use tax on September 25, 2018. The CID Sales Tax Election became effective on January 1, 2019. The life of the District expires 35-years from the date of the Ordinance approving the CID Petition and will expire on October 12, 2052.

Services are expected to include cleaning, maintenance, and other services within the District and other services the District may provide or cause to be provided under Section 67.1461, RSMO. No such Services are expected during the first five years of the District.

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

FYE 4/30/2026 PROPOSED BUDGET

		FYE 4/30/2026* (proposed)
FUNDS AVAILABLE:		
- Cash on Hand (Beginning of Fiscal Year)	$	7,500.00
ESTIMATED REVENUE:		
- 1% CID Sales and UseTax (effective January 1, 2019)	$	70,000.00
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	**$**	**77,500.00**
ESTIMATED EXPENDITURES:		
- TIF Eats (45% of CID sales tax revenue)**	$	35,000.00
- Bank Fees	$	100.00
- D&O Insurance for Board of Directors	$	1,200.00
- Legal Fees	$	3,000.00
- City CID Annual Submission Review Review	$	1,000.00
- Repayment of Developer's Advanced Project Costs^	$	30,000.00
**See attached copy of Superior Bowne Pay Application for Detailed Breakdown of Project Cost Expenditures		
- **TOTAL ESTIMATED EXPENDITURES:** -	$	70,300.00
FUNDS AVAILABLE:		
- Cash on Hand End of Fiscal Year	$	7,200.00

***** Estimated values.

^ The terms of the repayment of Developer Advances, including interest thereon, is addressed and governed by that Construction and Financing Agreement by and between the CID and the Developer.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER:
Star Acquisitions, INC.
244 West Mill Street, Suite 101
Liberty, MO 64068

PROJECT:
Eagle Pointe Reserve
Kansas City MO

VIA ARCHITECT:

APPLICATION NO:	6
PERIOD TO:	7/30/2018
PROJECT NOS:	12556
DATE BILLED:	7/30/2018
CONTRACT DATE:	12/19/2017

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ FIELD
- ☐ OTHER

FROM CONTRACTOR:
Superior Bowen Asphalt Company, LLC
2501 Manchester Trafficway
Kansas City, MO 64129

CONTRACT FOR: GENERAL CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	$	1,078,623.74
2 Net change by Change Orders	$	4,482,477.55
3 CONTRACT SUM TO DATE (Line 1 +/- 2)	$	5,561,101.29
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,740,176.96
5 RETAINAGE		
a. 10.0% of Completed Work (Columns D + E on G703)	$	174,017.71
b. ____% of Stored Material (Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column 1 of G703	$	174,017.71
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,566,159.25
7 LESS PREVIOUS CERTIFICATES FOR PAYME (Line 6 from prior Certificate)	$	1,078,778.91
8 CURRENT PAYMENT DUE	$	487,380.34
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	3,994,942.04

CHANGE ORDER SUMMARY	Add	Deduct
Total changes approved in previous months by Owner	$ 680,138.66	$ -
Total approved this Month	**$ 3,802,338.89**	**$ -**
TOTALS	$ 4,482,477.55	$ -
NET CHANGES by Change Order	$ 4,482,477.55	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Superior Bowen Asphalt Company, LLC

By: _____ Date: 7.31.18

State of: Missouri
County of: Jackson
Subscribed and sworn to before me this 31ST day of July 2018

Notary Public: Julie Kay Miller
My Commission Expires: 04/12/2020

JULIE KAY MILLER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Apr. 12, 2020
Commission # 16991389

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheer that are changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable on to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Construction Manager's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6
APPLICATION DATE: July 30, 2018
PERIOD TO: July 30, 2018

A	B	C	D	E	F	G	H	I		J	K
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDERS CO	REVISED CONTRACT AMOUNT	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Land Disturbance										
100	Mobilization in and out - Land Dist	$ 6,787.80	$ -	$ 6,787.80	$ 6,787.80	$ -	$ -	$ 6,787.80	100%	$ -	$ 678.78
105	One call, private locates and Pot holing	$ 206.61	$ -	$ 206.61	$ 206.61	$ -	$ -	$ 206.61	100%	$ -	$ 20.66
135	Safety fence - Land Dist	$ 19,408.65	$ -	$ 19,408.65	$ 19,408.65	$ -	$ -	$ 19,408.65	100%	$ -	$ 1,940.87
120	Inlet protection - Land Dist	$ 2,617.40	$ -	$ 2,617.40	$ 2,617.40	$ -	$ -	$ 2,617.40	100%	$ -	$ 261.74
110	Silt fence - Land Dist	$ 15,713.60	$ -	$ 15,713.60	$ 12,090.05	$ 524.83	$ -	$ 12,614.88	80%	$ 3,098.72	$ 1,261.49
115	Straw bale - Land Dist	$ 1,081.00	$ -	$ 1,081.00	$ 832.37	$ -	$ -	$ 832.37	77%	$ 248.63	$ 83.24
125	Vehicle tracking - Construction entrance	$ 1,291.54	$ -	$ 1,291.54	$ 1,291.54	$ -	$ -	$ 1,291.54	100%	$ -	$ 129.15
185	Disturbed area seeding - Land Dist	$ 65,831.69	$ -	$ 65,831.69	$ -	$ -	$ -	$ -	0%	$ 65,831.69	$ -
155	Temp sediment trap - Land Dist	$ 17,472.52	$ -	$ 17,472.52	$ 17,472.52	$ -	$ -	$ 17,472.52	100%	$ -	$ 1,747.25
150	Temp sediment basin - Land Dist	$ 2,086.26	$ -	$ 2,086.26	$ 2,086.26	$ -	$ -	$ 2,086.26	100%	$ -	$ 208.63
140	Diversion berm - Land Dist	$ 6,581.15	$ -	$ 6,581.15	$ 5,017.47	$ 667.33	$ -	$ 5,684.80	86%	$ 896.35	$ 568.48
145	Rock check dam - Land Dist	$ 2,358.44	$ -	$ 2,358.44	$ 2,358.44	$ -	$ -	$ 2,358.44	100%	$ -	$ 235.84
190	Erosion control blanket - Land Dist	$ 6,721.00	$ -	$ 6,721.00	$ -	$ 5,610.69	$ -	$ 5,610.69	83%	$ 1,110.31	$ 561.07
130	Tree clearing - Land Dist	$ 31,629.86	$ -	$ 31,629.86	$ 31,629.86	$ -	$ -	$ 31,629.86	100%	$ -	$ 3,162.99
160	Excavation - Land Dist	$ 636,215.79	$ -	$ 636,215.79	$ 604,405.00	$ 31,810.79	$ -	$ 636,215.79	100%	$ -	$ 63,621.58
180	Topsoil respread - Land Dist	$ 49,420.80	$ -	$ 49,420.80	$ 2,471.04	$ 13,343.62	$ -	$ 15,814.66	32%	$ 33,606.14	$ 1,581.47
165	Embankment - Land Dist	$ 181,392.00	$ -	$ 181,392.00	$ 181,392.00	$ -	$ -	$ 181,392.00	100%	$ -	$ 18,139.20
170	hdpe 24 - Land Dist	$ 5,865.00	$ -	$ 5,865.00	$ 5,865.00	$ -	$ -	$ 5,865.00	100%	$ -	$ 586.50
175	hdpe 24 riser - Land Dist	$ 2,300.01	$ -	$ 2,300.01	$ 2,300.01	$ -	$ -	$ 2,300.01	100%	$ -	$ 230.00
195	Survey and Layout - Land Dist	$ 23,642.62	$ -	$ 23,642.62	$ 23,642.62	$ -	$ -	$ 23,642.62	100%	$ -	$ 2,364.26
4/26/18	Sanitary Sewer CO Testing	$ -	$ 111,000.00	$ 111,000.00	$ 30,691.50	$ 50,294.10	$ -	$ 80,985.60	73%	$ 30,014.40	$ 8,098.56
4/26/18	Sanitary Sewer CO Layout/Spoils	$ -	$ 569,138.66	$ 569,138.66	$ 106,261.31	$302,956.22	$ -	$ 409,217.53	72%	$ 159,921.13	$ 40,921.75
6/12/18	Street & Storm CO Sitework/Asphalt	$ -	$ 1,162,789.55	$ 1,162,789.55	$ 4,155.53	$ 33,162.69	$ -	$ 37,318.22	3%	$ 1,125,471.33	$ 3,731.82
6/12/18	Street & Storm CO Concrete	$ -	$ 518,282.95	$ 518,282.95	$ -	$ -	$ -	$ -	0%	$ 518,282.95	$ -
6/12/18	Street & Storm CO Utilities	$ -	$ 601,452.90	$ 601,452.90	$ 10,449.93	$ -	$ -	$ 10,449.93	2%	$ 591,002.97	$ 1,044.99
6/12/18	MODot 152 CO Sitework/Asphalt	$ -	$ 938,391.73	$ 938,391.73	$ 56,601.08	$ 67,434.41	$ -	$ 124,035.49	13%	$ 814,356.24	$ 12,403.55
6/12/18	MODot 152 CO Concrete	$ -	$ 383,586.55	$ 383,586.55	$ -	$ -	$ -	$ -	0%	$ 383,586.55	$ -
6/12/18	MODot 152 CO Electric	$ -	$ 197,835.21	$ 197,835.21	$ 68,609.25	$ 35,729.04	$ -	$ 104,338.29	53%	$ 93,496.92	$ 10,433.83
										$ -	$ -
		$ 1,078,623.74	$ 4,482,477.55	$ 5,561,101.29	$ 1,198,643.24	$ 541,533.72	$ -	$ 1,740,176.96	31%	$ 3,820,924.33	$ 174,017.70

5FAIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992 -THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certificate of Authenticity.

SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO OWNER AND TO THE FIDELITY NATIONAL GROUP OF COMPANIES

State of Missouri

} SS.

County of Jackson

The affiant, Chip Zuck, being first duly sworn, on oath deposes and says that he is Estimator/Project Manager of Superior Bowen Asphalt Company, LLC, and that Superior Bowen Asphalt Company, LLC has contract with Star Acquisitions, Inc, owner for Eagle Pointe Preserve on the premisis described in the above referenced title commitment, or by exhibit attached hereto.

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

1 Name and Address	2 Kind of Work	3 Amount of Initial Contract	4 Change Orders	5 Revised Contract Amount	6 Retention (incl. current)	7 Net of Previous Payments	8 Net Amount This Payment	9 Balance to Become Due (incl.Retentions)
Superior Bowen	Sitework/Asphalt	$ 1,078,623.74	$ 2,420,348.76	$ 3,498,972.50	$ 122,233.66	$ 877,259.92	$ 222,843.03	$ 2,398,869.55
Amino Brothers	Concrete	$ -	$ 748,835.03	$ 748,835.03	$ -	$ -	$ -	$ 748,835.03
Collins & Hermann	Signs/Guard cable	$ -	$ 43,305.36	$ 43,305.36	$ -	$ -	$ -	$ 43,305.36
Comanche Construction	Temp Conc Barrier	$ -	$ 49,406.40	$ 49,406.40	$ 4,940.64	$ 44,465.76	$ -	$ 4,940.64
Redford	Utilities	$ -	$ 1,040,732.00	$ 1,040,732.00	$ 37,357.46	$ 100,911.60	$ 235,305.54	$ 704,514.86
Staco	Electrical	$ -	$ 179,850.00	$ 179,850.00	$ 9,485.95	$ 56,141.63	$ 29,231.77	$ 94,476.60
		$ -						
TOTAL		$ 1,078,623.74	$ 4,482,477.55	$ 5,561,101.29	$ 174,017.71	$ 1,078,778.91	$ 487,380.34	$ 3,994,942.04

Amount of Original Contract	1,078,623.74
Extras to Contract	4,482,477.55
Total Contract and Extras	5,561,101.29
Credits to Contract	-
Adjusted Total Contract	5,561,101.29

Work Completed to Date		$ 1,740,176.96
Less:	% Retained 10%	$ 174,017.71
Net Amount Earned		$ 1,566,159.25
Net Previously Paid		$ 1,078,778.91
Net Amount of this Payment		$ 487,380.34
Balance to Become Due (Inc. Retention)		$ 3,994,942.04

It is understood that the total amount requested in this application shall not exceed 31 % of the cost of the work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed C. Zuck

Position V.P. Sitework

Subscribed and sworn to before me this 31st day of July 2018 Julie Kay Miller Notary Public

JULIE KAY MILLER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Apr. 12, 2020
Commission # 16991389

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-5

AUTHORIZE FYE 4/30/2025 ANNUAL REPORT

WHEREAS, State law requires that the District state the services provided, revenues collected, and expenditures made by the District during the most recently completed fiscal year, and that the District attach the written resolutions approved by the District's Board of Directors during that period under Section 67.1471.4, RSMo.

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

1. The District hereby directs its legal counsel, Polsinelli PC, to prepare and provide a copy of the FYE 4/30/2025 Annual Report to the Executive Director and Treasurer of the District at its earliest opportunity.

2. To the extent that changes to the Annual Report may be required, the District authorizes the Executive Director and Treasurer to review and approve such changes on behalf of the District

3. If Polsinelli PC does not receive any comments from any of the above-referenced parties within the earlier of 15 days after the report is delivered or the statutory due date for such report, the report shall be deemed approved and the District authorizes Polsinelli PC to submit such report to the City Clerk and Missouri Department of Economic Development on its behalf.

4. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Valley View Community Improvement District on March 20, 2025.

Tim Harris, Executive Director

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-6

AUTHORIZE FYE 4/30/2025 FINANCIAL REPORT

WHEREAS, State law requires the District to file a financial report with the State Auditor's Office each year under Section 105.145, RSMo, and 15 CSR 40-3.030.

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

1. The District hereby directs its legal counsel, Polsinelli PC, to prepare and provide a copy of the FYE 4/30/2025 Financial Report to the Executive Director and Treasurer of the District at its earliest opportunity.

2. To the extent that changes to the Annual Report may be required, the District authorizes the Executive Director and Treasurer to review and approve such changes on behalf of the District

3. If Polsinelli PC does not receive any comments from any of the above-referenced parties within the earlier of 15 days after the report is delivered or the statutory due date for such report, the report shall be deemed approved and the District authorizes Polsinelli PC to submit such report to the State Auditor on its behalf.

4. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Valley View Community Improvement District on March 20, 2025.

Tim Harris, Executive Director

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2025-7

ACKNOWLEDGE RESIGNATION AND ELECT INTERIM DIRECTOR

WHEREAS, The Valley View Community Improvement District (the "District"), established on October 12, 2017, by Ordinance No. 170797 of the City Council of the City of Kansas City, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Community Improvement District Act, Section 67.1401 through 67.1571 of the RSMo, as amended (the "CID Act"); and

WHEREAS, the CID Act and Article III, Section 8 of the Bylaws provides that in the event of a vacancy on the Board prior to the expiration of a director's term, the remaining directors shall elect an Interim Director to fill the vacancy for the unexpired term.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT, as follows:

1. The District hereby acknowledges Robert de la Fuente has resigned from the Board of Director with his current term set to expire on 12/3/2028.

2. The District hereby elects Matthew Iway to serve as Interim Director for the unexpired term.

3. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Valley View Community Improvement District on March 20, 2025.

Tim Harris, Executive Director

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE BOARD OF DIRECTORS

RESOLUTION NO. 2024-8

AUTHORIZE EXECUTION OF COOPERATIVE AGREEMENT

WHEREAS, the City of Kansas City, Missouri's (the "City") Code of Ordinances (the "Code") require the Valley View Community Improvement District (the "District") to enter into a cooperative agreement with the City addressing District requirements in Code and the Missouri Community Improvement District Act, Section 67.1404, et seq. RSMo., as amended (the "CID Act")

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

1. The District is hereby authorized to enter into a Cooperative Agreement with the City, which attached hereto as **Exhibit A,** and authorizes execution of same.

2. This Resolution shall take effect immediately.

PASSED by the Board of Directors of the Valley View Community Improvement District on March 20, 2025.

Tim Harris, Executive Director

EXHIBIT A

COOPERATIVE AGREEMENT

COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT

THIS COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT (the "Agreement") entered into as of this 31st day of March, 2025 (the "Effective Date"), by and between the **CITY OF KANSAS CITY, MISSOURI** ("City"), and the **VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri ("District") (City and District are each a "party" and are together the "parties").

Recitals

A. City Council of Kansas City, Missouri ("City Council"), did on October 12th, 2017, pass Ordinance No. 170797 (the "Ordinance"), which approved District (the "Petition").

B. The Petition sets forth the purposes, powers and priorities of District.

C. Section 74-302(e) of the City's Code of Ordinances ("Code"), require District to enter into a cooperative agreement with City addressing District requirements in Code and the Missouri Community Improvement District Act, Sections 67.1401, et seq. RSMo., as amended (the "CID Act").

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

E. City is authorized in accordance with Section 74-304 of Code and Section 67.1471, RSMo., of the CID Act to review District's annual budget.

Agreement

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

ARTICLE 1
INCORPORATION OF RECITALS

The foregoing Recitals are true and correct and incorporated by reference as if fully set forth below.

ARTICLE 2
REPRESENTATIONS OF THE PARTIES

2.1 Representations by District. District represents to City that:

COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT

THIS COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT (the "Agreement") entered into as of this___ day of _____, 202_ (the "Effective Date"), by and between the **CITY OF KANSAS CITY, MISSOURI** ("City"), and the **VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri ("District") (City and District are each a "party" and are together the "parties").

Recitals

A. City Council of Kansas City, Missouri ("City Council"), did on October 12th, 2017, pass Ordinance No. 170797 (the "Ordinance"), which approved District (the "Petition").

B. The Petition sets forth the purposes, powers and priorities of District.

C. The Ordinance, and Section 74-302(e) of the City's Code of Ordinances ("Code"), require District to enter into a cooperative agreement with City addressing District requirements in Code and the Missouri Community Improvement District Act, Sections 67.1401, et seq. RSMo., as amended (the "CID Act").

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

E. City is authorized in accordance with Section 74-304 of Code and Section 67.1471, RSMo., of the CID Act to review District's annual budget.

Agreement

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

ARTICLE 1
INCORPORATION OF RECITALS

The foregoing Recitals are true and correct and incorporated by reference as if fully set forth below.

ARTICLE 2
REPRESENTATIONS OF THE PARTIES

2.1 Representations by District. District represents to City that:

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

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

C. There is no litigation or proceeding pending or threatened against District affecting the right of District to execute or deliver this Agreement or the ability of District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

2.2. Representations by City. City represents to District that:

A. City is duly organized and existing under the Constitution and laws of the State of Missouri.

B. City has authority to enter into this Agreement and to carry out its obligations under this Agreement.

C. There is no litigation or proceeding pending or threatened against City affecting the right of City to execute or deliver this Agreement or the ability of City to comply with its obligations under this Agreement.

ARTICLE 3
OBLIGATIONS OF DISTRICT

3.1. Submission of Annual Budget and Annual Report by District.

A. District shall annually prepare or cause to be prepared a budget (the "Budget") for the upcoming Fiscal Year, which is consistent with the purposes and priorities of District as set forth in the Petition and sets forth expected expenditures, revenues, and rates of assessments and taxes, including a detailed breakdown of District revenue to be used toward public infrastructure improvements, exterior improvements, interior improvements and other improvements and services, in such a manner as may be provided by law. The Budget shall be submitted to the City Clerk for submission to the Mayor and City Council for review and comment not less than ninety (90) days prior to the first day of the upcoming Fiscal Year. Not later than thirty (30) days prior to the first day of the upcoming Fiscal Year, the Board shall adopt a Budget. If the Board fails to adopt a Budget by such time, District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for the application of District's sale tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

B. District shall, if requested by City, provide in written form or testimony information as to how the Budget is consistent with the purposes of District.

C. District shall prepare and submit to City Clerk an annual report (the "Annual Report") within 120 days after the end of the then Fiscal Year stating the services provided, revenues collected and expenditures made by District during the Fiscal Year, including a detailed breakdown of District revenue used toward public infrastructure improvements, exterior improvements, interior improvements and other improvements and services, and copies of all written resolutions approved by the Board during the Fiscal Year. The Annual Report shall also include the name and contact information of each current Board member to be entered into City's electronic database.

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

E. District shall pay any fines issued by City for an untimely filed Budget or Annual Report pursuant to Section 74-305(b) of Code, as may be amended.

3.2. Reimbursement of City.

A. Within 30 days of the receipt of an invoice from City, District shall reimburse City for the reasonable and actual expenses incurred by City in approval of District and review of the Budget and Annual Report ("First Reimbursement"). The First Reimbursement amount shall be determined by City and shall be no less than $1,000.00 nor exceed $1,500.00.

B. In each subsequent year after the First Reimbursement and until the District is no longer in existence, within 30 days of the receipt of an invoice from City, District shall reimburse City for the reasonable and actual expenses incurred by City in review of the Budget and Annual Report. The invoice amount shall be determined by City and shall be no less than $500.00 nor exceed $1,000.00

C. If the District amends its Petition, within 30 days of the receipt of an invoice from City, District shall reimburse City for the reasonable and actual expenses incurred by City in approval of the amended petition and review of the Budget and Annual Report. The invoice amount shall be determined by City and shall be no less than $750.00 nor exceed $1,250.00

3.3. City Audit.

A. City Auditor shall the right to examine or audit the records of District and District shall make such records available to City Auditor within ten (10) days after a written request for the same is made.

ARTICLE 4
DEFAULTS AND REMEDIES

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

4.2 Remedies. If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement. Any such enforcement action shall not preclude City from enforcing its Code and prosecuting Code violations of District and its officers, agents, and employees.

ARTICLE 5
MISCELLANEOUS

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties hereto executed this Cooperative Agreement as of the Effective Date first above written.

CITY OF KANSAS CITY, MISSOURI

By: _____

Name: _____

Its: _____

Approved as to form:

_____
Eluard Alegre
Associate City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

VALLEY VIEW COMMUNITY IMPROVEMENT DISTRICT

By: _____

Name: _____

Its: _____

BYLAWS

OF THE

VALLEY VIEW

COMMUNITY IMPROVEMENT DISTRICT

ARTICLE I
OFFICES, RECORDS, SEAL

1. **Principal Office.** The principal office of the District shall be located at such place as may from time to time be designated by the Board.

2. **Records.** The District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors (the "Board") and each committee of the Board. The District shall keep a record of the name and place of residence of each director and each officer.

3. **Seal.** The Board may adopt, and may alter at its pleasure, a corporate seal, which shall have inscribed thereon the name of the District and the words: Corporate Seal – Missouri. The corporate seal may (but shall not be required to) be used by causing it, or a facsimile thereof, to be impressed or affixed or to be in any other manner reproduced.

ARTICLE II
PURPOSES

The purposes of the District shall be to provide those services and improvements set forth in the petition for creation of the District (the "Petition") and the Five Year Plan attached thereto, and for all other lawful purposes that may be authorized by the Board and permitted under Sections 67.1401 through 67.1571, RSMo (the "Act").

ARTICLE III
BOARD

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

2. **Official Actions.** In accordance with Section 67.1451.8, RSMo, all official acts of the Board shall be by written resolution approved by the Board.

3. **Number of Directors; Qualifications.** The number of directors of the District to constitute the Board shall be five (5). The initial directors constituting the Board (the "Initial Directors") were set forth in the Petition, and successors to the Initial Directors (the "Successor Directors") shall be appointed by the Mayor with the consent of the City Council by resolution according to a slate submitted by the Board to the City Clerk, as set forth in the Petition and pursuant to the Act. The number of directors may not be increased or decreased. Each director shall: i) be at least eighteen (18) years of age, ii) an owner of real property ("Owner"), or such Owner's legally authorized representative, an owner of a business operating within the District ("Operator"), or such Operator's legally authorized representative, or a registered voter residing within the boundaries of the District ("Resident"), as provided by the Petition and the Act, and iii) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution.

4. **Commencement of Term of Office of Directors.** A director shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a director until the time such director accepts the office of director either by a written acceptance or by participating in the affairs of the District at a meeting of the Board or otherwise.

5. **Length of Term of Office of Directors.** In accordance with Section 67.1451, RSMo, the length of the term of the Initial Directors is stated in the petition for formation of the District, and Successor Directors shall serve for a four (4) year term or until his/her successor is appointed in accordance with these Bylaws, the Petition, and the Act. If for any reason a director is not able to serve his/her term, the remaining directors shall elect an interim director ("Interim Director") to fill the vacancy for the unexpired term.

6. **Removal for Cause.** In accordance with Section 67.1451.7, RSMo, any director may be removed for cause by a two-thirds affirmative vote of the Board (four directors). Written notice of the proposed removal shall be given to all directors prior to action thereon. Any director's failure to meet the qualification requirements set forth above, either in a director's individual capacity or in a director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said director.

7. **Resignation.** Any director may resign from the Board. Such resignation shall be in writing addressed to the Secretary of the District and shall be effective immediately or upon its acceptance by the Board as such resignation may provide.

8. **Vacancy.** In accordance with Section 67.1451.4, RSMo, in the event of a vacancy on the Board prior to the expiration of a director's term, the remaining directors shall elect an Interim Director to fill the vacancy for the unexpired term. At the expiration of the remaining term of the Interim Director, a Successor Director shall be appointed as set forth in Section 3 above.

9. **Compensation of Directors.** No director shall receive compensation from the District for any service such director may render to it as a director. A director may be

reimbursed for his or her actual expenses reasonably incurred in and about such director's performance of his or her duties as a director.

10. Committees. The Board shall have no authority to appoint an executive committee or any other committee having the authority of the Board. The Board may create and appoint such committees as it deems necessary and advisable to conduct studies and reviews and provide advice and recommendations to the Board.

ARTICLE IV
MEETINGS AND PROCEDURES

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

2. Place. Meetings of the Board of the District shall be held at the principal office of the District, as designated by the Board, or at any other place as may be determined from time to time by the Board.

3. Notice of Meetings. Meetings may be called by the Chairman, the Secretary or by a majority of the Board by written notice calling the same and given in the manner hereinafter provided. Written notice stating the time, date, place and tentative agenda of a meeting shall be delivered to each director not less than twenty four (24) hours before the time of the meeting, either personally, by mail or by facsimile. If mailed, such notice shall be deemed to be delivered three days after depositing such notice in the United States mail addressed to the director at such director's address as it appears on the records of the District, with postage thereon prepaid.

4. Waiver of Notice. Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5. Quorum. The presence of a majority of the Board shall be requisite for and shall constitute a quorum for the transaction of business at all meetings. Vacant positions are not counted in determining a majority of the Board. The acts of directors, in accordance with Robert's Rules of Order, who are present at a meeting at which a quorum is present shall be valid as the act of the Board except in those specific instances in which a larger vote may be required according to Robert's Rules of Order, by law or these Bylaws.

6. Adjournment. Whether or not a quorum shall be present at any such meeting, the directors present shall have power to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present, any business may be transacted that could have been transacted at the original session of the meeting.

7. **Voting.** Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision. If a roll call is taken, all votes shall be recorded so as to attribute each "aye" and "nay" vote, or abstinence if not voting, to the name of the respective director.

8. **Official Actions.** In accordance with Section 67.1451.8, RSMo, all official acts of the Board shall be by written resolution approved by the Board.

9. **Meeting by Conference Telephone.** Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby 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. Notice for such meetings shall designate a place where members of the public may hear the conference call for purposes of complying with Chapter 610 of the Revised Statutes of Missouri, as amended (the "**Sunshine Law**").

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

ARTICLE V
OFFICERS

1. **General.** The officers of the District shall be a Chairman, an Executive Director, a Secretary, a Treasurer and such other officers as the Board may appoint. The officers shall be appointed from among the members of the Board and shall at all times while holding such offices be members of the Board. Any two or more offices may be held by the same person.

2. **Election and Terms of Office.** Initially, the officers shall be appointed by the Board named in these Bylaws at the first meeting of that body, to serve until the first annual meeting of the Board and until their successors are duly elected and qualified.

At the first and each subsequent annual meeting of the Board, the Board shall appoint officers to serve until the next annual meeting of the Board and until their successors are duly appointed and qualified.

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

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

3. **Removal.** If for any reason any officer who is also a member of the Board ceases to be a member, then such officer shall be deemed automatically removed from office in the District.

4. **Compensation of Officers.** No officer who is also a member of the Board shall receive any salary or compensation from the District for any services such officer may render to it as an officer. Salaries and compensation of all other officers, agents and employees of the District, if any, may be fixed, increased or decreased by the Board, but until action is taken with respect thereto by the Board, the same may be fixed, increased or decreased by the Chairman, or such other officer or officers as may be empowered by the Board to do so; provided, however, that no person may fix, increase or decrease his or her own salary or compensation. Each officer may be reimbursed for such officer's actual expenses if they are reasonable and incurred in connection with the purposes and activities of the District.

5. **Vacancies.** Vacancies caused by the death, resignation, incapacity, removal or disqualification of an officer of the District shall be filled by the Board at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board, and until such officer's successor is duly elected and qualified.

6. **The Chairman.** The Chairman shall be the chief executive officer of the District, shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a District, and shall carry into effect all directions and resolutions of the Board. The Chairman shall preside at all meetings of the Board at which he or she may be present.

The Chairman may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of the District and may cause the seal to be affixed thereto, and all other instruments for and in the name of the District.

The Chairman shall have the right to attend any meeting of any committee of the Board and to express his or her opinion and make reports at such meeting; provided, however, that unless the Chairman shall be specifically appointed to any committee, the Chairman shall not be considered to be a committee member or have the right to vote or be counted for the purpose of determining a quorum at any such meeting.

The Chairman shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws or by the Board.

7. **The Secretary.** The Secretary shall attend the meetings of the Board and shall record or cause to be recorded all votes taken and the minutes of all proceedings in the minute book of the District to be kept for that purpose. The Secretary shall perform like duties for any committee established pursuant to these Bylaws when requested by such committee to do so. The Secretary shall be the custodian of all the books, papers and records of the District and shall, at such reasonable times as may be requested, permit an inspection of such books, papers and records by any director of the District. The Secretary shall upon reasonable demand furnish a

full, true and correct copy of any book, paper or record in his or her possession. The Secretary shall be the administrative and clerical officer of the District under the supervision of the Chairman and the Board.

The Secretary shall keep in safe custody the seal of the District and when authorized to do so shall affix the same to any instrument requiring the seal, and when so affixed, the Secretary shall attest the same by his or her signature.

The Secretary shall have the principal responsibility to give or cause to be given notice of the meetings of the Board, but this shall not lessen the authority of others to give such notice as provided in these Bylaws.

The Secretary shall have the general duties, powers and responsibilities of a secretary of a district and shall have such other or further duties or authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

8. Treasurer. The Treasurer shall have supervision and custody of all moneys, funds and credits of the District and shall cause to be kept full and accurate accounts of the receipts and disbursements of the District in books belonging to it. The Treasurer shall keep or cause to be kept all other books of account and accounting records of the District as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of the District in such accounts and depositories as may be designated by the Board. The Treasurer shall disburse or supervise the disbursement of funds of the District in accordance with the authority granted by the Board, taking proper vouchers therefor. The Treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the Board to the custody of any other person or district, or the supervision of which is delegated by the Board to any other officer, agent or employee.

The Treasurer shall render to the Chairman or the Board, whenever requested by them, an account of all transactions as Treasurer and of those under the Treasurer's jurisdiction and the financial condition of the District.

The Treasurer shall have the general duties, powers and responsibilities of a treasurer of a district, shall be the chief financial and accounting officer of the District and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board.

9. The Executive Director. The Executive Director shall execute documents, take any action and perform any further duties as may be prescribed from time to time by the Board.

10. Other Agents. The Board from time to time may also appoint such other agents for the District as it shall deem necessary or advisable, each of whom shall serve at the pleasure of the Board or for such period as the Board may specify, and shall exercise such powers, have such titles and perform such duties as shall be determined from time to time by the Board or by an officer empowered by the Board to make such determinations.

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

ARTICLE VI
GENERAL PROVISIONS

1. **Contracts.** The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District. All contracts shall be approved by written resolution of the Board.

2. **Depositories and Checks.** The moneys of the District shall be deposited in such manner as the Board shall direct in such banks or trust companies as the Board may designate and shall be drawn out by checks or drafts signed in such manner as may be provided by resolution adopted by the Board.

3. **Bonds.** The Board may require that any officer or employee handling money of the District be bonded at the District's expense, in such amounts as may be determined by the Board.

4. **Custodian of Securities.** The Board may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by the District, and to exercise in respect thereof such powers as may be conferred by resolution of the Board. The Board may remove any such custodian at any time.

5. **Fiscal Year.** The District's fiscal year shall begin on May 1 of each year and end on April 30 of the following year.

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

7. **Indemnification and Liability of Directors and Officers.** Each person who is or was a director or officer of the District (including the heirs, executors, administrators and estate of such person) shall be indemnified by the District as of right to the full extent permitted or authorized by the laws of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against or incurred by such person in such person's capacity as or arising out of such person's status as a director or officer of the District. The indemnification provided by this Bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaw provision or under any agreement, vote of disinterested directors or otherwise, and shall not limit in any way any right which the District may have to

make different or further indemnifications with respect to the same or different persons or classes of persons.

No person shall be liable to the District for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by such person as a director or officer of the District if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or upon statements made or information furnished by directors, officers, employees or agents of the District which such person had no reasonable grounds to disbelieve.

8. **Absence of Personal Liability.** The directors and officers of the District are not individually or personally liable for the debts, liabilities or obligations of the District.

9. **Budgets.** The District will annually prepare a budget for the upcoming fiscal year and submit it to the City between October 31 and January 31. The budget shall set forth the expected expenditures, revenues, and rates of taxes for the following fiscal year. The City Council, in its discretion, may review and comment on the submitted budget, and if comments are given, the comments must be submitted to the District no later than March 2. At the District's annual meeting, which is to be held no later than April 1, the District must adopt a budget for the next fiscal year.

10. **Annual Report.** No later than August 29, the District must also submit a report to the City Clerk and the Missouri Department of Economic Development stating the services provided by the District, revenues collected and expenditures made by the District during the previous fiscal year, along with copies of all resolutions approved by the Board during such fiscal year.

ARTICLE VII
AMENDMENTS

The Board of the District shall have the power to make, alter, amend and repeal the Bylaws of the District and to adopt new Bylaws, which power may be exercised by a vote of a majority of the members of the full Board. The District shall keep at its principal office a copy of the Bylaws, as amended, which shall be open to inspection by any member of the Board at all reasonable times during office hours.

CERTIFICATE TO BYLAWS

The foregoing Bylaws were duly adopted as and for the Bylaws of the Valley View Community Improvement District by the Board of said District at its meeting held on March 14, 2018.

Robert de la Fuente, Executive Director of the District

Sheryl Giambalvo, Secretary of the District