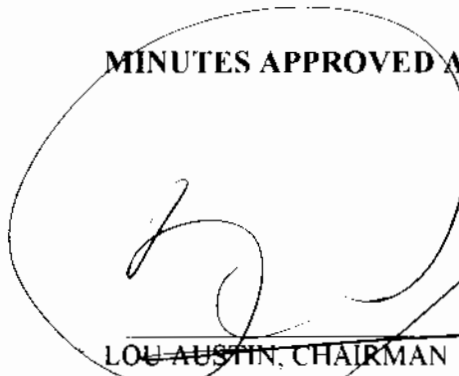


THE 3-TRAILS COMMUNITY IMPROVEMENT DISTRICT


CERTIFICATION OF MINUTES

CERTIFICATION OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS HELD ON NOVEMBER 3, 2003. THE UNDERSIGNED CHAIRMAN AND SECRETARY OF THE 3-TRAILS COMMUNITY IMPROVEMENT DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI, CERTIFY THAT THE ATTACHED MINUTES OF THE ABOVE REFERENCED BOARD OF DIRECTORS MEETING ARE TRUE AND ACCURATE TO THE BEST OF OUR KNOWLEDGE.

MINUTES APPROVED AT DIRECTOR'S MEETING HELD ON DECEMBER 1, 2003.



LOU AUSTIN, CHAIRMAN DATE 1-12-04



JANET LARIMER DATE 1-12-04



**THE 3-TRAILS COMMUNITY IMPROVEMENT DISTRICT
MINUTES OF THE MEETING OF
THE BOARD OF DIRECTORS OF THE DISTRICT
November 3, 2003**

I. CALL TO ORDER

The meeting was called to order at 1:06 p.m. at 5912 East Bannister Road, Kansas City, Jackson County, Missouri.

1. Roll Call / Determination of Quorum: Board of Directors Members were present as follows:

Board Members:

Lou Austin
Ben Benjamin
Paul Denzer
Troy Marquis
Tony Privitera
One board position is currently vacant.

Lou Austin acted as Chairman and Janet Larimer acted as Secretary of the meeting.

Others present:

Charles Renner, Esq., Husch & Eppenberger, District Counsel
Mary Norman, Bannister Mall
Vincent Haworth, South Kansas City Chamber
Don Clements, South Kansas City Chamber
Maria Meyers, KC Source Link
Jeremy Hegle, KC Source Link
Stephen Barnhouse, Cophaken, White & Blitt
Gary Ogzewalla, Cophaken, White & Blitt
Don Hobley, North Star Business Solutions
Zack Jaud, Days Inn/Super 8/Café Tandoor
Batoool Mukhi, Days Inn/Super 8/Café Tandoor

2. Meeting Notice: The meeting notice was certified and attached to these minutes as Exhibit A.
3. Welcome visitors.

II. OLD BUSINESS:

- A. Approval of minutes: A motion was made to approve the meeting minutes for the October 6, 2003 meeting. After discussion the motion was seconded and unanimously approved.

III. NEW BUSINESS:**A. Presentations:**

1. None scheduled.

B. Treasurer's Report:

1. Financial Statement: Treasurer, Troy Marquis reviewed the District financial statement through October 31, 2003.
2. Changes to CID chart of accounts / financial statements: Directors input to Treasurer requested.
3. Insurance: Motion to approve extending general liability insurance with Missouri Public Entity Risk Management with \$5,850 premium. After discussion the motion was seconded and unanimously approved.
4. Parks and Recreation artifacts coverage: Artifacts are not included within CID insurance coverage. Request Parks and Recreation to continue self insurance for the artifacts.
5. Sales / Real Estate Tax Revenues: none.
6. Web Site: High speed internet service to be installed in the FOCUS Center. Directors gave feed back on private section of web site.

C. Legal Report:

1. Extending CID life span and possible expansion:
Recommendation that the Board create committee to initiate steps for extending the CID life span and possible expansion after first of the year.

D. District Manager's Report:

1. CID Administrative Office: Summary of meetings held in CID office during the month of October 2003 was presented.
2. Proposal from Shafer, Kline & Warren to prepare legal description and survey for 3-Trails Corridor easement over a portion of Bannister Mall parking lot: Proposal dated October 28, 2003 received with request for Motion to earmark \$1,665 for easement preparation after necessary easements were secured by CID and approved by the Board. After discussion the motion was seconded and unanimously approved.

3. Security System @ CID administrative office: Security system will be installed at the CID administrative office on November 4, 2003.
4. CID Update: Bannister Mall is in negotiations for an educational/ medical/ transit/ daycare facility. Professor Bill Worley (UMKC) is currently teaching the History of Kansas City at the Bannister Mall's former Gadzooks store. The Dramatic Truth School of Arts will be performing a ballet at Bannister Mall's Center Court on November 29, 2003.

PIAC will be assisting funding the upgrade of 87th Street exit from Bruce Walkins Drive to 435 Hwy.

The transit facility may receive additional grant funds from the U.S.D.O.T. through KCATA.

5. South Kansas City Chamber, Matching Grant Request: Motion made to support the SKCCC with a matching grant of \$500 for special event on January 23, 2004 Dramatic Truth School of Arts ballet performance held at the Benjamin Ranch for the Chamber's Annual Dinner. After discussion the motion was seconded and unanimously approved.
6. Nomination of CID Director: Letter received from Stanley Spigel, owner of Bannister Mall, requesting that Mary Norman be nominated as CID Director representing Bannister Mall. Motion made to approve resolution 2003-13 nominating Mary Norman and instructing Legal Counsel to submit nominee to KCMO City Council for approval. After discussion the motion was seconded and unanimously approved.

E. Public comments and communications:

1. Maria Meyers, KC Source Link: Offers programs to help Entrepreneurs with services and referrals to assist with their business needs. Now working on a special program to help restaurants get started. Director Austin suggested the CID be listed as a resource for land/ retail/ and office space.
2. Café Tandoor: New restaurant has opened at the Days Inn South East Hotel specializing in Indian cuisine.

IV. ADJOURNMENT

Upon motion duly made, seconded, and unanimously approved, the meeting was adjourned.

EXHIBIT A-1
AGENDA & NOTICE
 Meeting of the Board of Directors
 3-Trails Community Improvement District

Date: November 3, 2003

Time: 1:00 p.m.

Place: 5912 East Bannister Road
 Kansas City, Jackson County, Missouri

I. CALL TO ORDER

1. Director Oath of office – Mr. Tony Privitera
2. Roll Call / Determination of Quorum
3. Certification of meeting notice (Exhibit A-1)
3. Welcome / Meeting Protocols

II. OLD BUSINESS

- A. Minutes – Approval of minutes (with agenda): September 8, 2003.

III. NEW BUSINESS

- A. Presentations: None scheduled

B. Treasurer's Report:

1. Financial Statement (Exhibit A-2)
2. Changes to CID chart of accounts / financial statements.
3. Insurance
4. Parks and Recreation artifacts coverage
5. Sales / Real Estate Tax Revenues
6. Web Site

C. Legal Report:

1. Extending CID life span and possible expansion.

RECOMMENDATION: Form Board Committee to adopt strategic action plan.

FUNDS REQUESTED: None.

D. District Manager's Report

1. Communication: Summary of meetings held during October 2003 @ CID administrative office. (Exhibit B)

RECOMMENDATION: None. FYI to Board.

FUNDS REQUESTED: None.

2. Communication: Proposal dated October 28, 2003 from Shafer, Kline & Warren to prepare legal description and survey for 3-Trails Corridor easement over a portion of Bannister Mall parking lot. (Exhibit C)

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RECOMMENDATION. Opt out of public process and approve proposal with suggested scope of work revisions and other corrections. Reserve funds, but do not proceed until all necessary land owner easement consents obtained and Board authorizes project completion

FUNDS REQUESTED: \$1,665.00

- 3. Communication: Security system installation @ CID administrative office. Update.

RECOMMENDATION: None FYI to Board.

FUNDS REQUESTED: Previously funded.

- 4. Communication: CID Update (Exhibit D).

RECOMMENDATION: None. FYI to Board.

FUNDS REQUESTED: None.

- 5. Communication: Barb Engel, Executive Director, South Kansas City Chamber, Matching Grant Request. (Exhibit E).

RECOMMENDATION: Approval.

FUNDS REQUESTED: \$500.

- 6. Communication: Nomination of CID Director.

RECOMMENDATION: Approval of nomination with legal counsel directed to submit nominee to City of Kansas City, Missouri for approval.

FUNDS REQUESTED: None

E. Public comments and communications.

ADJOURNMENT

I certify that a copy of this agenda and notice of meeting of the Board of Directors of the 3-Trails Improvement District was posted on the door of the District's office at 5912 East Bannister Road, Kansas City, Missouri 64134 at 9 AM/PM on October 31, 2003.

By: _____

Name Printed:

For: 3-Trails Community Improvement District

LOW AUSTIN
10-31-03

264

EXHIBIT A-2

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DEVELOPERS SINCE 1922

memo

To: 3 Trails CID Board of Directors
From: Troy Marquis, Treasurer
CC: Charles Renner, Janet Larimer
Date: November 3, 2003
Re: Treasurer's Report

Financial Report:

For the six months of fiscal year 2004, the Net Revenues and Expenses totaled \$39,191 which is \$48,876 better than plan. Revenues were better than plan by \$18,403 and expenses were better than plan by \$29,473. For the month of October, we received sales tax deposits from the State of Missouri totaling \$24,656. In addition, we recorded September's sales tax deposit for \$17,203 as was discussed at the last meeting. Expenses were worse than plan by \$1,195 for the month due to purchasing several small items for the CID's office suite. And we also installed the alarm equipment as approved last month. Year-to-date, expenses are better than plan by \$29,473 due to several items like the delay of the lease commencement, not currently planning to spend the \$15,000 related to master planning of the CID and not currently producing and mailing a newsletter.

If you have any questions or would like to discuss further, please feel free to call me at 913-383-4527.

SEPTEMBER SALES TAX 17,203
OCTOBER SALES TAX 24,656
\$41,859 (2 MOS)

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3 TRAILS COMMUNITY IMPROVEMENT DISTRICT

BALANCE SHEETS

AS OF

<u>ASSETS</u>	<u>October 31, 2003</u>	<u>April 30, 2003</u>
CASH AND CASH EQUIVALENTS		
Cash - Depository	92,688	47,399
Investment Account		
Prepaid Expenses	<u>2,478</u>	
	<u>95,166</u>	<u>47,399</u>
TOTAL ASSETS	<u><u>95,166</u></u>	<u><u>47,399</u></u>
<u>LIABILITIES & NET ASSETS</u>		
LIABILITIES		
Line of Credit - Hillcrest Bank	-	-
Systems Payable	-	96
Reserve for Encumbrances		
SKCCC membership	6,000	
Santa Fe Trail Ass'n Symposium	<u>2,672</u>	-
	<u>8,672</u>	<u>96</u>
TOTAL LIABILITIES	8,672	96
NET ASSETS		
Retained Earnings	47,303	-
Net Income	<u>39,191</u>	<u>47,303</u>
TOTAL NET ASSETS	86,494	47,303
TOTAL LIABILITIES & NET ASSETS	<u><u>95,166</u></u>	<u><u>47,399</u></u>

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**3 TRAILS COMMUNITY IMPROVEMENT DISTRICT
REVENUES AND EXPENSES**

	Current Month			Year to Date			Inception to Date		
	October 03			May 03 - October 03			Jul 02 - October 03		
	Actual	Committed	Variance	Actual	Committed	Variance	Actual	Committed	Variance
REVENUE									
Property Tax Revenue	-	-	-	-	-	-	171,938	190,000	(18,402)
Sales Tax Revenue	41,859	45,754	(3,905)	99,457	80,087	19,370	100,792	80,687	56,705
Interest Income	-	-	-	33	-	33	33	-	33
Grants	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	41,859	45,754	(3,905)	99,490	80,087	19,403	302,363	270,687	32,276
EXPENSES									
Administration									
Wages	-	-	-	-	-	-	-	1,920	1,920
Payroll Taxes	-	-	-	-	-	-	-	300	300
Payroll Costs & Benefits	-	-	-	-	-	-	-	-	-
Office Rent	2,478	2,478	-	6,936	14,568	5,633	13,318	19,388	6,060
Electricity	274	125	(149)	1,839	800	(1,039)	2,897	2,450	(447)
Gas	98	76	(21)	232	350	118	1,270	775	(495)
Water	-	-	-	-	-	-	-	175	175
Office Supplies	93	50	(43)	178	560	372	267	1,680	1,283
Small Tools & Equipment	1,218	-	(1,218)	1,218	-	(1,218)	1,218	1,000	(218)
Postage & Delivery	19	525	508	86	3,150	3,064	138	6,150	3,012
Telephone	-	25	25	-	160	150	-	150	150
Newsletters	-	-	-	-	-	-	90	-	(90)
Contract Services	970	-	(970)	970	-	(970)	16,970	62,000	36,030
Legal Fees	3,648	4,000	352	17,704	24,000	8,296	85,322	54,074	(31,248)
Professional Services	-	-	-	8,960	14,500	7,550	23,579	34,212	10,633
Accounting & Auditing	-	-	-	4,000	10,000	6,000	4,000	20,000	16,000
Grants & Loans	-	-	-	-	-	-	-	3,000	3,000
Start Up Costs	-	-	-	-	-	-	29,978	36,186	6,208
Signs & Directionals	-	-	-	-	-	-	1,969	1,750	(239)
Programs/Events	-	-	-	5,000	5,000	-	5,000	6,000	-
Advertising	-	-	-	703	-	(703)	703	-	(703)
Dues & Subscriptions	-	-	-	12,000	10,000	(2,000)	17,000	20,000	3,000
Licenses, Fees & Permits	-	-	-	300	45	(255)	500	505	5
Professional Insurance	-	-	-	-	5,000	5,000	10,412	9,000	(1,412)
Interest Expense	-	288	288	-	1,059	1,059	467	1,069	592
Miscellaneous	13	59	37	204	300	96	251	550	299
Total Administrative Expenses	8,809	7,614	(1,195)	60,290	89,772	29,473	215,369	289,174	53,805
TOTAL EXPENSES	8,809	7,614	(1,195)	60,290	89,772	29,473	215,369	289,174	53,805
INCREASE IN NET ASSETS	33,050	38,150	(5,100)	39,191	(9,685)	48,576	86,994	815	86,061

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(EXHIBIT B)

SUMMARY OF MEETINGS

3-TRAILS COMMUNITY IMPROVEMENT DISTRICT
Administrative Office
5912 East Bannister Road
Kansas City, MO 64134

DATE	TIME	ORGANIZATION/PURPOSE
10-6-2003	3:30 PM	KCATA, Lou Austin (CID), School District Purpose: Outline strategy for Quick Study of proposed Transit facility in CID
10-9-2003	10:00 AM	KCATA Charrette Purpose: Develop conceptual vision for proposed transit center in CID
10-9-2003	1:30 PM	Meet with Jeremy Hegel – UMKC Bloch School of Business-Resource Coordinator KC Sourcelink Purpose: interface with CID, entrepreneurial business recruitment
10-14-2003	9:00 AM	FOCUS REVIEW BOARD (SKCCC) Purpose: Regular Monthly Meeting
10-21-2003	1:45 PM	Whitney Kerr (Specialty Restaurants), Mike Graff (PIAC), Lou Austin (PIAC) Purpose: 87 th St. Improvements – Bruce Watkins to 435
10-23-2003	1:30 PM	US Dept. of Transportation – Joni Roeseler, Director; Cathy Monroe, Transportation Specialist; John H. Weiss, Program Manager Lou Austin – Chairman, 3-Trails CID Barb Engel – Executive Director, SKCCC Carolyn Vellar – 6 th District FOCUS Center Purpose: Overview of CID & review of proposed CID sponsored transit facility adjacent to proposed educational/medical complex in CID
10-27-2003	2:00 PM	State Reps, Cathy Jolly & Vicki Walker; Lou Austin (CID); Barb Engel (SKCCC); Carolyn Vellars (FOCUS); Mike Graf (PIAC) Purpose: Update on CID and proposed educational/medical/transit complex in CID

Distribution: Board of Directors, CID corres.

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SHAFFER, KLINE & WARREN, INC. • 2005 Swift Street, North Kansas City, Missouri 64116-9429 • 816-221-6611 FAX: 816-221-6622
 Tuttle-Ayers-Woodward founded 1885
 Sharkey-Griffin-Shuttler founded 1946
 A. C. Kirkwood & Associates founded 1947
 Shaker & Kline founded 1950
 Hamilton & Associates founded 1981

Offices in: Chillicothe, Missouri
 Kansas City, Missouri
 Mazoni, Missouri
 North Kansas City, Missouri

Jola, Kansas
 Overland Park, Kansas
 Ottumwa, Iowa

WWW.SKW-INC.COM

October 28, 2003

VIA FACSIMILE (816)765-1689 & U.S. MAIL

Lou Austin, Chairman
 Austin Living Trust
 5912 5904 East Bannister Road
 Kansas City, MO 64134-1141

EXHIBIT C

3-Trails Community Improvement District

Re: Agreement for Professional Services

Dear Lou Austin:

Attached is our Agreement for Professional Services for the proposed Legal Descriptions across portions of Bannister Mall, as previously directed at the site. We thank you very much for the opportunity to be of service to you and your company on this project.

Please call should you have any questions with regard to the Agreement for Professional Services; the Terms and Conditions; and/or the compensation amount. If this meets with your approval, please sign and return one copy as our notice to proceed.

Again, we look forward to this opportunity to be of service to The 3-Trails Improvement District on this project.

Very truly yours,

SHAFFER, KLINE & WARREN, INC.

By: Steve Whitaker
 Survey Department, Office Supervisor
 Enclosures

\\Nkc\clients\Proposals\Stw\Lou Austin Civil\wpd

A MULTI-DISCIPLINE APPROACH TO PROJECTS

Civil Engineers • Electrical Engineers • Mechanical Engineers • Landscape Architects • Land Surveyors • Planners • GIS Consultants • Photogrammetrists

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AGREEMENT FOR PROFESSIONAL SERVICES

This is an agreement for professional services between Lou Austin ("Client") and Shafer, Kling & Warren, Inc. ("SKW"). The Client intends to have SKW perform the following tasks:

- (1) Preparation of 4 Legal Descriptions, one for each owner of the property which will grant a portion of the entire easement.
- (2) One drawing (Plat of Legal Descriptions) showing the location of the Easement in reference to improvements on the site as well as depicting each owners property.
- (3) The Client will be responsible to prepare the document for the recording and any fees required by the recorders office.

3-Trails Community Improvement District
and adjacent CIO property Block 2 and Area map.

The Client and SKW in consideration of their mutual covenants as set forth herein agree as follows:

Article 1 - Responsibility of SKW - The Client and SKW have agreed that SKW will provide to the Client the preparation of Legal Description and a drawing (Plat of Legal Descriptions) showing the location of the Easement in reference to improvements on the site. The Client will be responsible to prepare the document for the recording and any fees required by the recorders office.

If agreed to in writing by both parties, SKW shall provide Additional Services, which shall be outlined in a separate written change order. Additional services are not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with SKW's prevailing fee schedule, or as agreed to, in the change order, by the Client and SKW.

Services not set forth above as Basic Services are specifically excluded from the scope of SKW's services. SKW assumes no responsibility to perform any services not specifically listed above.

Article 2 - Responsibility of Client - The Client shall timely furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions which pertain to completion of the Basic Services described above. SKW may use such information, requirements, reports, data, surveys and instruction in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Article 3 - Payment for Services Rendered - Client shall pay SKW for Basic Services the Lump Sum amount of One Thousand Six Hundred Sixty Five Dollars (\$1,665.00).

The Lump Sum includes compensation for SKW & Services and Services of SKW's consultant's if any. Costs for reimbursable expenses (out-of-pocket expenses such as printing, mileage, delivery charges, etc.) are not included in the Lump Sum amount and will be billed in addition to

Data will be prepared by SKW to CIO master data base (upload)

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the sum. The portion of the Lump Sum amount billed for SKW's services will be based upon SKW's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

Article 4 - Authorized Project Representatives - The Client and SKW have designated the following specific individuals to act as Client's and SKW's representatives with respect to the services performed under this agreement. These individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

CLIENT'S REPRESENTATIVE

Lou Austin
 5712 -5904 East Barnister Road
 Kansas City, MO 64134-1141
 Phone: (816)765-3900
 Fax: (816)765-1689

SKW'S REPRESENTATIVE

Steve Whitaker
 2005 Swift Ave.
 North Kansas City, MO 64116
 Phone: (816) 460-1151
 Fax: (816) 221-6622
 E Mail: whitaker@skw-inc.com

In the event any changes are made to the authorized representatives or other information listed above, the Client and SKW agree to furnish each other timely, written notice of such changes.

Article 5 - Timeliness of Performance - SKW will perform these services with reasonable diligence and expediency consistent with sound professional practices. However, the Client and SKW are aware that many factors outside SKW's control may affect SKW's ability to complete the services to be provided under this Agreement. Should the Client's project require a specified time line for completion, such schedule should be discussed prior to entering into this Agreement and a copy of the schedule should be attached as an exhibit to the Agreement. SKW will endeavor to see that the project schedule is met. If SKW becomes aware of delays which would cause the project schedule to not be met, SKW will promptly inform the Client of the reason for such delay and the expected impact to the overall schedule.

Article 6 - Third-Party Beneficiaries - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or SKW. SKW's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against either the Client or SKW because of this Agreement or the performance of services hereunder. The Client and SKW agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

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IN WITNESS WHEREOF, the parties have entered into this Agreement, the Effective Date of which is last date shown below. The Client also acknowledges that they have read and agree to the standard Terms and Conditions (2 pages) which are attached and are a part of this agreement. This agreement is open for acceptance for 60 days beyond the date of SKW's execution.

Executed by Shafer, Kline & Warren on October 28, 2003

Executed by ~~Lou Austin~~ on _____

3 TRAILS COMMUNITY IMPROVEMENT DISTRICT
LOU AUSTIN

SHAFFER, KLINE & WARREN, INC.

By: Lou Austin
Title: CHAIRMAN

By: [Signature]
Title: Survey Department, Office Supervisor

cc: Patrick Liposchak, SKW
Tim Johannes, SKW
Walt Stites, SKW

\\Nico\clients\Proposal\SRW\Lou Austin Agreement.wpd

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**TERMS AND CONDITIONS
SHAFER, KLINE & WARREN, INC.**

ASSIGNMENT. Neither party of this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent to the other party. Subcontracting to subconsultants normally contemplated by SKW shall not be considered an assignment for purposes of this Agreement.

BETTERMENT. If a required item or component of the project should be omitted from construction documents, SKW shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SKW be responsible for and cost or expense that provides betterment or upgrades or enhances the value of the project.

BILLING AND PAYMENT. Invoices submitted by SKW are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. If payment is not received by SKW within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the Client fails to make payments when due and SKW incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to SKW. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable SKW staff costs and standard billing rates for SKW's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, SKW may suspend performance of services upon seven (7) calendar days' written notice to the Client. SKW shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client.

DELIVERY OF CADD FILES. In requesting and utilizing any drawings or other data on any form of electronic media generated and provided by SKW as part of this project, the Client covenants and agrees that all such drawings and data are instruments of service of SKW, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. Any electronic files provided by SKW to the Client are submitted for an acceptance period of 30 days. Delivery of the electronic file will be accompanied by a hard copy print which reflects the information contained in the electronic format. The client is asked to carefully verify that the electronic information, when utilized within the client's computer or CADD environment, corresponds to the hard copy print. Any inconsistencies the Client discovers should immediately be reported to SKW so that the source of the inconsistency may be investigated. Because data stored on electronic media can deteriorate undetected or be modified without SKW's knowledge, if, at any time, a difference exists between the files on the electronic media and the provided hard copy print, the hard copy print will govern.

The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against SKW resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than SKW. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold SKW harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than SKW or from any reuse of the drawings and data without the prior written consent of SKW.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by SKW, and SKW makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

CERTIFICATIONS, GUARANTEES AND WARRANTIES. SKW will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans, surveys or reports. Should the Client's project needs require SKW to sign specific certifications or other documents, either for the Client or for second parties (such as lenders or potential buyers), the Client shall provide SKW with copies of all such documents, containing the language to be signed, prior to entering into this contract. SKW will review the certifications or documents submitted by the Client to determine whether complete and sufficient information is being collected or generated as part of the proposed scope of work to allow SKW, as licensed professionals, to sign the documents and, if not, SKW may propose a modified scope of work and cost. Any certifications or document language that SKW has reviewed and agreed to sign as part of the scope of work shall be attached and made part of this agreement. SKW shall not be required to sign any certifications or documents, no matter by whom requested, that have not been provided prior to entering the contract or that would result in SKW's having to certify, guarantee or warrant the existence of conditions whose existence cannot be ascertained. The client also agrees not to make resolution of any dispute with SKW or payment of any amount due to SKW in any way contingent upon SKW's signing any such certification.

S/K

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CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or SKW, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and SKW agree that all disputes between them arising out of or relating to the Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise. Costs of the mediator's services will be shared equally between the Client and SKW.

HAZARDOUS MATERIALS. It is acknowledged by both parties that SKW's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event SKW or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of SKW's services, SKW may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

GOVERNING LAW. The laws of the State in which the SKW office is located where this contract originates will govern the validity of this Agreement, its interpretation and performance. Any litigation arising from this Agreement shall be brought in the courts of that State.

INSURANCE. During the term of this Agreement, SKW agrees to maintain insurance coverage for general and professional liability. Upon request of the client, SKW will provide a certification of coverage which documents the existence of insurance.

LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and SKW, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of SKW to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of SKW to the Client shall not exceed \$10,000 or SKW's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Should the Client desire greater liability limits for the Project, the Client shall request such additional insurance prior to entering into this Agreement and SKW will provide a cost quote for the additional insurance, based on the Client's requirements.

OPINIONS OF PROBABLE COST. In providing any opinions of probable construction cost, the Client understands that SKW has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that SKW's opinions of probable construction costs are made on the basis of SKW's professional judgement and experience. SKW makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from SKW's opinion of probable construction cost.

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the SKW as instruments of service shall remain the property of SKW. SKW shall retain all common law, statutory and other reserved rights, including the copyright thereto.

STANDARD OF CARE. In providing services under this Agreement, SKW will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to SKW and by mutual agreement between the parties, SKW will, without additional compensation, correct those services not meeting such a standard.

TERMINATION. Either the Client or SKW may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination, pay SKW for all services rendered and all costs incurred up to the date of termination, in accordance with the provisions of this contract.

WORK IN PROGRESS. It is agreed and understood that any work performed by SKW shall not be deemed complete, nor may it be relied upon as complete, until delivery of the written, sealed and signed product. Prior to final completion, any information generated by SKW in the performance of their service, whether in the form of survey stakes and monuments in the field; or plans, plans, reports or other work items (whether provided in written, electronic, or other format) shall all be considered as preliminary work in progress and subject to revision. SKW cannot guarantee the suitability of this information for any party's purposes and shall have no liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

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12/24

October 30, 2003

EXHIBIT D

TO: BOARD OF DIRECTORS, 3-Trails Community Improvement District

FROM: Lou Austin

RE: Strategic Update

10-31-03
 NOTE: SEE CHAMBER NEWSLETTER
 EXCERPT ATTACHED

During the month of October I continued focusing CID activities on three strategic initiatives:

1. EDUCATION/MEDICAL/TRANSIT COMPLEX: The educational/medical proposal is still moving forward. School Board of Directors gave approval for school administration to develop a proposal for Board consideration. Obviously, a big issue is the cost of the building improvements and the lack of educational funding, but I remain optimistic that the transaction will be consummated.

CID continued pressing ahead with the transit component of the proposed education/medical complex. Quick study feasibility study is underway followed by several meetings with the various stakeholders, including a design concept charrette. Location will be adjacent to the former J.C. Penney building (on the north side) with two design alternatives for consideration. Concept envisions platform with canopy shelter including shelter to front door destinations. No restrooms, buildings, etc., are being recommended as these amenities are and/or will be available within existing structures connected to the transit center. Platform design will very likely mimic a classic American railroad station to create a warm, nostalgic, historic, and personal feel.

Preliminary feasibility recommendations are expected within a few weeks and will be immediately forwarded to Board upon receipt.

Appreciation to Mr. Privitera and his architect who have been assisting me with site evaluation including expansion of the proposed institutional education/medical/transit complex by adding additional adjacent property for complimentary users (higher education).

Dr. Worley has been provided an official classroom in the former Gadzook's space in the Mall courtesy of Mr. Spigel. He currently teaches History of Kansas City (3 accredited college hours) as a part of the the UMKC continuing education program. Thanks to Mary Norman and her staff for helping bringing the first official CID college classroom into being. Could the the start of a larger University presence in the future.

Discussions are underway with a professional dance company (now based in Birchwood Shopping Center) to see if a performing venue could be established within the CID, perhaps in the former Mall theaters.

2. 3-TRAILS CORRIDOR EASEMENT OVER BANNISTER MALL: Steve Rhodes (Patti Banks Associates) reviewed the proposed trail/greenway alignment over the mall parking lot and approved the alignment. Mr. Spigel has final approved the alignment. A proposal from Shafer, Kline & Warren has been obtained to survey the trail corridor easement, prepare the necessary legal descriptions, and incorporate same into the CID data base.

Next step is to secure easement approvals from the other two property owners - Sears and Dillard's. I expect to meet with the Sears District Manager and Bannister Store Manager within the next week to provide them with a private CID briefing/update. The agenda includes a detailed discussion of the trail easement and recommendation that the company dedicate easement right of way. This decision will ultimately be made by corporate real estate in Chicago, but the recommendations of the local retail managers will carry a lot of weight. I would like to get Sears on board before approaching Dillard's.



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October 30, 2003

Page #2 - continued

EXHIBIT D

3. 87th STREET UPGRADE: The upgrade of 87th Street into a 4 lane boulevard is a priority of first magnitude to the community and the CID (it is literally the CID's northern front door). It also represents an opportunity to build a first class road that is woven into the development and community needs of the surrounding area. For certain, we do not want another Bannister Road concrete canyon that does not even include planned transit stops and also creates a negative image for developmental purposes.

I am involved in the 87th Street process wearing two hats: As Councilman Alvin L. Brooks PIAC Committee appointee I am evaluating a \$1 million dollar PIAC request to fund the engineering design of the 2nd phase of the 87th street upgrade. On behalf of the CID my intent is to secure adequate CID stakeholder representation in the process. I also intend to insure community hearings are held so all other interested stakeholders have a say in the road design.

Objective: Get the 87th Street improvement project funded and underway as quickly as possible with the following criteria: Combine Phase 2 and 3 so the road design extends from Bruce Watkins Drive to 435, adopt the MODOT recommended round about at the west side of 435 to service 435, Hillcrest Road, and 87th street, install a 10' walking trail/greenway on the south right of way a minimum of 10' from the curb and with street trees on both side, include wherever possible native plantings to reduce long term maintenance and compliment the MODOT sculptures and native plantings currently being installed on 435 between 87th street and Bannister Road, and encourage additional roundabouts to service adjacent development areas in lieu of traffic signals.

Mike Graf (fellow 6th District PIAC representative appointed by Councilman Dr. Charles A. Eddy) and I are working with Public Works, MODOT, and various stakeholders to see what can be done to get this road improvement moving. Are there additional issues that you desire be on the table? If so, please let me know.

ADDITIONAL NOTES:

U.S. Department of Transportation has expressed a great interest in the proposed CID transit facility. Recently, Ms. Joni Roeleler, Director, Planning & Program Development brought her entire team out to the CID office for an extensive briefing on the project. Everyone agreed that it makes a wonderful demonstration project so perhaps the project can be recommended for additional federal monies. Bottomline, USDOT likes the project.

I believe each Board member has a copy of the 1999 Patti Banks 3-Trails New Urban plan which covers the CID. The plan was commissioned by my mother after my father died in an effort to determine the highest and best use for our land. One of the trust beneficiaries commissioned a critique of the Banks plan which I then asked Patti to respond to. I have attached both letters (Harpool and Banks) for Board evaluation.

I sense that we are moving toward actively involving the stakeholders in consideration of a common marketing/developmental strategy for the District and the adjacent major stakeholders - Marion Park, Michael Pursell Santa Fe TIF, and Specialty Restaurants represented by Whitney Kerr the north side of 87th Street.

Banks appears to have been right on the mark back in 1999 and her recommendation for active stakeholder involvement probably deserves respect and consideration.

Call me anytime you have questions and/or comments. Thank you.



3-Trails
Community Improvement District



PATTI BANKS ASSOCIATES
DEVELOPMENT PLANNING LANDSCAPE ARCHITECTURE

July 30, 1999

Ms. Sara Schumacher, Trustee
Schumacher Marital & Family Trusts
5904 Bannister Road
Kansas City, Missouri 64134-1141

RE: Response to Harpool Project Evaluation

Dear Sara,

This letter is prepared in response to the report written by James E. Harpool with Dial Realty related to the 3 Trails New Urban District Master Plan. Thank you for the opportunity to share additional thoughts on the planning and implementation of the project.

First, there are a number of key points in the report which have been a matter of discussion throughout development of the plan and represent important point of departure, both positive and negative.

- The area is in decline and extraordinary measures are necessary to turn the trend around.
- There is a strong historical context on which to build.
- Other development projects in the area have an impact on the future of the 3 Trails New Urban District.
- It will take more than the development of the Schumacher holdings alone to realize a change in the existing development pattern of the area. Implementation of the project will take a great deal of cooperation among property owners, the City and other interested parties.
- Few, if any, mid-west retailers have figured out how to market to diverse populations. This is an untapped market in the Kansas City region. The typical Kansas City developer is familiar with typical suburban development, has had success with it and is likely to continue with the pattern. This doesn't necessarily serve the overall health of the Kansas City community but it is certainly the easy thing to do.
- Residential uses on the Schumacher tract can be desirable.

Mr. Harpool supports the concepts in the 3 Trails New Urban District Master Plan, recognizing that our current development pattern has created sprawl, inefficient use of resources, and little diversity of populations and markets. The difference in his analysis of the potential for the area and the 3 Trails New Urban District Master Plan is simply a matter of vision and patience.

THE UPTOWN THEATRE BUILDING

3700 BROADWAY, SUITE 301

KANSAS CITY, MISSOURI 64111

TELEPHONE 816/756-5690

FAX 816/756-1606

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OCT 31 '03 14:50

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The Master Plan creates a new vision for the area. This is the first step in changing the current situation. It is ambitious, it is inconsistent with past trends, it also embodies concepts that work in markets surrounding Kansas City including Minneapolis, Dallas, Indianapolis, Chicago, and Omaha.

The Urban Land Institute has recently published a case study report on completed examples of this type of development and an assessment of their worth in real dollar terms. I have ordered a copy and will share the information with you as soon as I get it.

Implementation of the plan will also take a concerted effort on the part of many constituents. This is not easy to create or sustain. A great deal of work has already been accomplished in creating the kind of cooperative effort it will take to implement the plan. The following entities are among the enthusiastic supporters:

- Banister Mall Ownership
- Hoechst Marion Roussel Ownership
- The Hickman Mills School District
- Mid America Regional Council
- Jackson County Commissioners
- Surrounding Property Owners
- The National Park Service
- The U.S. Geological Survey
- The City of Kansas City

The interest expressed by the parties above is not merely passive support, but most have either completed additional investment in the area with their own resources or plan to do so. They have also pledged that as they do so they will work to implement the plan. It is certain that the final implementation will differ from the Master Plan, responding to market based decisions, but it is also certain that we will come closer to a new reality with a new vision than through continuing the current development practices.

The 3 Trails New Urban District does not propose development as usual. It makes a significant departure from the norm. We feel this departure is necessary to make a significant change. The plan is a starting point to develop a common, more positive vision of the future for the area and this corner of the Kansas City metropolitan area. Conventional wisdom would suggest, as does the Harpool report, that the Bannister frontage be stripped out in additional commercial development of the type similar to that which is currently struggling in the market. It would also suggest that the remainder be developed in typical low to moderate income housing, similar to that which continues to decline in the surrounding neighborhoods. With this development scenario you will certainly continue the existing situation.

We recognize that the first offers for purchase will occur along Bannister Road. If these are sold with little or no regard to the property to the north, it places severe limitations on the remnants, leaving them far less profitable to develop. Planning for the development in a larger context will result in a stronger result, both from a market standpoint and from a sustainable community standpoint.

16/29

An alternate scenario, as outlined in the plan, resists the temptation to sell off smaller portions of the property inconsistent with the development plan. It suggests that the best return on investment overall is obtained by keeping the plan and parcel intact and continuing to work with adjacent property owners to create development on each of the tracts through which each can benefit from the other thereby increasing the use and value for all.

The Santa Fe Trail is used as an organizing element. It is an asset, we are better off with it than without, and it makes sense to maximize whatever opportunity exists. I don't think any of us really thought Branson would be Nashville either! The fact is that no one knows. In order to take advantage of the trail, a master planning effort is underway to further define its character through the 3 Trails New Urban District. The National Park Service is investing in the trail through funding the design and installation of wayside exhibits as is the U.S. Geological Survey through the preparation of base mapping along the historical route.

It is certain however, that if every advantage of the area is maximized the value of the property and investment will increase beyond what it would otherwise. It is certain that changing the development pattern will offer something new in this market that has worked profitably in areas similar to Kansas City. It is clear residential buyers are looking for a different product than Kansas City is providing. These are the goals of the 3 Trails New Urbanist Master Plan.

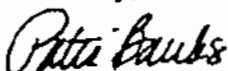
Timing of implementation remains an issue. Certainly the project should not proceed until a detailed financial feasibility assessment is made. This would clearly outline the initial costs to prepare the land for development, the anticipated revenue from lot sales and project an anticipated rate of return. There appears to be an excellent opportunity to take a step toward implementation and obtain assistance with determining the costs of development at no cost to the Trust. This may be done through participation in a pilot program through the Mid America Regional Council. I strongly recommend this step be taken and make your final decision on whether or not to proceed based on the results of the financial feasibility study.

An acceptable scenario may be to do nothing for the time being, and delay implementation of the plan. This alternative could be better evaluated after the financial feasibility assessment. In this case, the plan would remain in tact and 3 Trails would continue to take advantage of opportunities for implementation over time. It is likely the area will continue to decline in the interim, and more economic ground lost.

I think we can move ahead, cautiously and conservatively, keeping the interested parties working toward implementation and taking advantage of all the assistance available and keep the investment of the Trust to a minimum.

Thank you again for the opportunity to respond.

Sincerely,



Patti Banks

Patti Banks Associates

12/24

8-26-1999 5:18PM

FROM 816 756 1626

P. 9

08/28/98 FRI 11:06 FAX 813 877 4324 DEAL REALTY

08/28/98

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We appreciate the opportunity to offer our thoughts and evaluation of the "3 Trails West New Urban District" as proposed by Patti Banks Associates as presented to the owners in the April 26, 1996 document. As you are aware I have a rather long history with this property and the efforts to formulate a plan that would allow the development of this parcel in an economically feasible manner as envisioned by Lou Schumacher.

First, let me assure you that I am an avid supporter of the concepts and goals of the type of development that Patti Banks and Associates advocates in general. As an architect, not licensed in Missouri, and developer I have been involved in the design and development of numerous projects over the last twenty five years including retail, offices, hotel, recreation, residential and affordable housing. I think we have to look at the way we have designed neighborhoods, communities and cities and say that what we have been doing has not produced results that are good. Urban sprawl, traffic and infrastructure problems, economic segregation, lack of affordable housing and lack of community in fact are the results. I think most of us would like a different result. Implementing such changes are the challenge.

I applaud the concepts set forth in the Patti Banks proposal, unfortunately I do not think this is a site where such a renaissance can or will begin. This area has been in a steady decline for the last decade and unfortunately we do not think the area has "bottomed out". The study lists a "number of strong, positive characteristics of the project area" and our comments would be as follows:

Strong Historical Context: We would be the first to agree that this area is of significant historical value. We do not believe it is or can be a such a tourist or historical draw that it will revitalize or significantly assist in the revitalization of the area.

Proposed Richards Gebaur Project: This project, which we believe will eventually be completed, will be a tremendous positive for the entire south metropolitan area. We think the "3 Trails" area is however on the fringe of any benefit and at most may contribute to a new for low to moderate income housing. However, there are significant areas for such housing south and east of Richards Gebaur that this area will be the last to experience any demand.

12/29

8-05-1999 5:19PM

FROM 816 756 1626

P. 18

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Bannister Mall Redevelopment: The owners of this property face a significant challenge. The property has a very negative perception that is not easy to change. The retail epicenter has moved south, first to Truman Corners and now it is moving to the Belton/Raymore interchanges with Highway 71. The mall and surrounding retail have seen significant retail desertions, Montgomery Wards, Pier One and Venture. We do not think that Home Quarters will be able to maintain a presence in the market and according to our information Rhodes Furniture will vacate when their lease is up. If Home Depot proceeds with their occupancy of the old Venture location, that will only hasten the demise of Home Quarters.

Hoechst Marion Roussel Office Park: According to our sources, Marion will vacate the entire facility, including research and office space. It will take a significant time period to re-tenant this amount of space. The space will not easily accommodate multiple tenants and or would require significant investment to make the space suitable for smaller tenants. Tenants who are such size to take the entire facility are rare.

Development in the Brush Creek Corridor: This again is a positive for the Kansas City area but we do not believe it provides any benefit to the area of "3 Trails" whatsoever.

With regard to the master plan it is an ideal concept for the development of integrated communities. However, the problem is that it is "ideal" and not real. The following challenges exist regarding the "3 Trails" area.

Cooperation: It is extremely difficult to complete such a project when one owner is in charge much less when you need the cooperation of numerous landowners in the surrounding areas. They should all have a common interest but they will not. We think it would be different if "3 Trails" controlled enough land area to make a difference. We believe you are dependent on too many others owners to have a realistic chance of implementing any such plan.

Retail Attitude: The perception amongst retailers is that the area is in decline, the retail center has moved south, the growth is to the south and the income has moved to the south. The retailers will move to the south because that is the safest avenue for them to follow. Then you consider

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that very few retailers if any have figured out how to market themselves to lower economic and culturally diverse neighborhoods.

Perception: The real perception is that this area is in economic decline, unsafe to shop and live and is a minority neighborhood. Justifiable or not retailers react to that and so do shoppers. In this case: "Perception is reality".

As indicated earlier, we do not disagree with the overall goals of "3 Trails". We do believe that there are problems with particular details of such a plan. These include:

Commercial Areas in the Park District:

1. The installation of "public entrances" at the rear of existing retail space requiring the removal of existing retail space. The owners have to see significant increases in value, sales and or rents to be able to justify giving up rentable space that produces income.

2. Main Street is a nice concept but I think in the end it is not a concept that the "public" or retailers have bought into yet, except in unique circumstances where there is significant workers (downtown areas) in tourist locations or a combination of both. We have been working on a 160 acre project in Lawrence with a "neo-traditional" neighborhood concept integrating office, residential, retail, entertainment and parks and we were run out of Lawrence. We are now proceeding with a more conventional development. Another example is the difficulty that Block and Company is having getting retailers to sign up at the Santa Rosa Main Street project at I-29 and Barry Road.

3. With regard to second floor residential over retail space. Except in very unique locations it is "economic suicide". It is difficult enough in the "Country Club" Plaza, downtown and the "River Market". We do not believe there is or likely to be a market for such in this neighborhood.

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8-26-1999 5:22PM

FROM 816 756 1626

P. 12

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Summary:

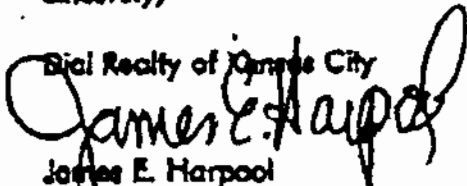
We commend the ownership of this property for looking at ways to jump start development, increase the land value and developing a vision that would stem the tide of decline in the area. Unfortunately, we believe that:

1. You do not control enough land to be the catalyst for this redevelopment of this area.
2. The plan requires the cooperation of too many owners with different interests to have a chance of success.
3. The uniqueness of the concept proposed is to "upscale" for the area, the retailers, and shoppers in this sub-market.
4. There is simply no market for retail space on any nature in this immediate area and I do not believe an environment can be created that will change that or require development of thirty acres of land.

My recommendation is that at best the property is suitable for low to moderate priced multi-family apartments with the potential for some commercial uses along Bannister.

If you have any questions please do not hesitate to contact me.

Sincerely,

Bial Realty of Orange City

 James E. Harpool
 President

cc: file: C:\My Documents\Jtrail\wpd

2/29

NOV-03

CHAMBER
NEWSLETTER

From Lou Austin, Board Chair of the 3-Trails Community Improvement District: As chairman of the recently formed 266-acre CID at the Bannister Mall/Benjamin Plaza corridor (I-435 & Bannister Road), I am frequently asked why retail stores continue to leave the District. More importantly to the CID and the community is what are we doing to "turn things around"? First off, the CID Board of Directors is not taken unawares by this retail flight. In many ways it is old news and follows a pattern of sprawl [continuous expansion away from older neighborhoods out to a new ring of residential/commercial growth] that hits first tier subdivisions (built in the 1950's) all over the country. It is certainly not unique to our community. The biggest lesson to learn is not to repeat old patterns. Bannister Mall is not yet 25 years old and is seriously challenged. The Plaza is soon to celebrate its 100th year and is thriving yet today. What separates these two retail areas? The concept of how to build sustainable projects.

The CID Board is working tirelessly to turn things around by creating a business environment that capitalizes on the District's strengths, recognizes new demographic forces in the American marketplace and concentrates on new infrastructure to create public/private opportunities. Specifically:

Market the location and access of the District, arguably the best location in the entire metro area.

Re-brand the area under the 3-Trails banner to benefit from the Santa Fe, Oregon and California National Historic Trails that pass across the District.

Promote the 87th St upgrade from Bruce Watkins Drive to I-435 into a first class boulevard with both trail and mass transit infrastructures.

Identify and recruit institutional users such as education and medical to locate inside the District to serve as anchors to implement redevelopment.

Consider adding amenities like roundabouts for improved traffic flow and calming. Build a new bus transit hub for front-door passenger delivery comfort and safety.

Construct a trail/greenway on the historic 3-Trails Corridor passing over the District and tying into the Metro Green Plan.

Investigate the possibility of introducing quality new urban housing to create a 24-hour mixed-use community.

Continue to capitalize on the renowned Benjamin Ranch as a destination centerpiece and elevate Schumacher Park to a similar status.

Don't forget the General Services Administration (GSA) networking breakfast the first Tuesday of every month from 7:30 a.m. – 9:00 a.m. at the Best Western Hotel on Longview Road and 71 Hwy. (Exit Longview Road exit and turn east.) The cost is \$9.25 and EVERYONE is invited. Well over 100 people attend each month and 8 sign up for a free, 2-minute commercial at the microphone. Call 816/926-7203 to make a reservation.

Leadership South Kansas City 2004

Questions: How is your Civic I.Q.? Could you benefit from spending 60 + hours on the road traveling back and forth across the state line to interesting venues meeting prominent metro. Leaders who might not normally be accessible to you? Would it be of interest to you to meet first hand with mayors of both KCMO and KCKS, the heads of MARC, KCADC, KC Life Sciences Coalition, KC Healthcare Coalition, KCMO Police and Fire Departments, KCATA, KC T-Bones Baseball, KC Performing Arts Center, Starlight Theater, El Centro and more? How about dining in some of the metro hot spots like River Market Brewery, McBride's at the Village, Plaza KC Masterpiece BBQ. Have you ever been on a KCMO Police Ride-A-Long?

The Answer: Take the LSKC 2004 Class! Register by November 21st and begin class on December 10th with a networking kick-off. The entire curriculum may be viewed on the site and the application may be downloaded. Just complete and mail to the Chamber office.

Be a Part of the Solution – LSKC 04.

To Reach Us:

South Kansas City Chamber of Commerce

5908 E. Bannister Road KCMO 64134 816/761-7660 (Tel.) 816/761-7340 (Fax)

skccc@southkccchamber.com www.southkccchamber.com

Visit and Use our Web Site: Member Bulletins – enter information on employment opportunities at your business or events our not-for-profit members are hosting. **The FOCUS Review Board Information** – The Economic Development Committee of SKCCC. **Special Events** with registration form to download to register.

The LSKC 2004 application may be accessed online.

22/24

Exhibit E

Working With The Community Since 1931

October 31, 2003

TO: 3-Trails Community Improvement District Board of Directors
 FROM: The South Kansas City Chamber of Commerce
 RE: Proposal

Recently your Board chair, Lou Austin, and I had the privilege of being present at a small dance recital at the Birchwood Shopping Center ribbon cutting. The dance company, Dramatic Truth School of Arts, is a tenant at Birchwood. They are a Christian based 501c(3) with a professional dance troupe as one component of the organization.

These professional performers are eighteen-year-old young adults who have danced all over the USA and have also performed in Israel. It is amazing to think we have a performing arts group right in our backyard in the 6th Council District. Their performance that day was truly glorious and showed a great deal of polish and professionalism. I was so impressed I invited them to consider performing at the Chamber Annual Dinner on January 23, 2004 at the Benjamin Ranch.

The dancers in the professional company are paid for dancing. The troupe charges \$1000 to dance in Kansas City. Dramatic Truth is very excited about performing at the Chamber dinner and is willing to discount their fee in return for the opportunity to heighten awareness about the organization.

The Chamber invites the 3-Trails CID Board of Directors to co-sponsor the dancers with SKCCC on January 23, 2003 with 3-Trails CID providing a \$500 grant for the dance fees and SKCCC providing a table sponsorship (\$400 value) for the dinner and a membership in the Chamber for one year (\$110 value).

Fostering a relationship with this group offers great potential for future CID activities as we look for additional opportunities for Dramatic Truth to perform in the district whether it is utilizing the theater at Bannister Mall or performing under the stars at the Benjamin Ranch outdoor stage for a summer concert. They may, out of necessity for more space, need to relocate some day and wouldn't it be wonderful to have them located in the 3-Trails CID?

Thank you for considering this opportunity.

5908 E. Bannister Road
 Kansas City, Missouri 64134-1447
 Sincerely,
Quilisa Engel
 Quilisa Engel
 Executive Director

716) 761-7660

Fax (816) 761-7340

E-Mail: skccc@southkcchamber.com

www.southkcchamber.com

23/24

Liz Dimmel's original presentation of the Nutcracker that tells the *true* story of Christmas

The Mystery Christmas

Four great performances for the entire family!



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KCCV
FM 92.3 and AM 760



THE VOICE

THE VOICE

- Thursday, December 11, 1:00 p.m.- 2:30 p.m.
Thursday only: \$5 for students
Adults are *FREE* with 10 or more students.
- Friday, December 12, 6:30 p.m.
Dinner Performance: call for table price
- Saturday, December 13, 7:00 p.m.
- Sunday, December 14, 2:00 p.m.
Sat. & Sun.: \$13 in advance • \$15 at the door

Tickets available through **Dramatic Truth** (516) 95-0125, or at select local Christian bookstores. Group rates available through **Dramatic Truth** only.

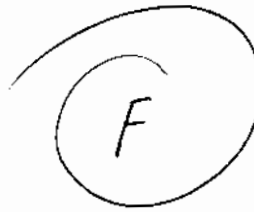
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November 3, 2003

Mr. Lou Austin
Austin Living Trust
5904 E. Bannister Road
Kansas City, MO 64134-1141

RE: Board of Directors
Three Trails C.I.D.

Dear Mr. Austin:

This letter is being sent in regards to Bannister Mall's representative for the C.I.D. board. We are requesting that Mary Norman be appointed. Thank you very much for your consideration.

Sincerely,

Rachael Hurst
Regional Property Manager