

ANNUAL REPORT FOR  
TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT ("CID")  
FISCAL YEAR ENDING APRIL 30, 2025

SECTION I

DATE OF REPORT SUBMITTAL: August 25, 2025

CID POINT OF CONTACT NAME: Patricia R. Jensen

POINT OF CONTACT PHONE AND EMAIL: 816-753-9200; [pjensen@rousepc.com](mailto:pjensen@rousepc.com)

SECTION II

CURRENT BOARD MEMBERS, CONTACT INFORMATION, TERM DATES

NAME	EMAIL	TERM START DATE	TERM END DATE
Tim Walters	<a href="mailto:tim@mdmgt.com">tim@mdmgt.com</a>	2024	2026
Ben Nelson	<a href="mailto:ben@windfieldrealestate.com">ben@windfieldrealestate.com</a>	2024	2026
Matthew Danner	<a href="mailto:matthew@windfieldrealestate.com">matthew@windfieldrealestate.com</a>	2024	2026
Andrew Danner	<a href="mailto:andrew@windfieldrealestate.com">andrew@windfieldrealestate.com</a>	2024	2028
Mike Kellam	<a href="mailto:mikellam@clarksomconstruction.com">mikellam@clarksomconstruction.com</a>	2024	2028

SECTION III

SERVICES PROVIDED DURING THE CURRENT FISCAL YEAR

Provide funding for services and improvements described in the formation petition.

SECTION IV

DATE PROPOSED BUDGET SUBMITTED: 1/27/25

DATE ANNUAL BUDGET ADOPTED: 1/27/25

DATE ANNUAL REPORT SUBMITTED: 8/25/25

SECTION V

RESOLUTIONS APPROVED DURING FISCAL YEAR (ATTACH COPIES)

2024-01	Elect Officers
2024-02	Approve Administrative Matters [BYLAWS INCLUDED]
2024-03	Authorize Levy Sales Tax
2024-04	Approve Developer Reimbursement
2024-05	Approve City Cooperative Agreement
2025-01	Adopt Budget FY 5-1-25-4-30-26

BOARD RESOLUTIONS:

ATTACHED X

NONE APPROVED

CID BYLAW AMENDMENTS:

ATTACHED

NONE APPROVED X

SECTION VI

REVENUE AND EXPENSES

<b>BALANCE FROM PRIOR YR</b>	<b>0</b>	
<b>REVENUE</b>		
Sales/Use Tax Collections	0	
<b>TOTAL REVENUE</b>	<b>0</b>	
<b>EXPENSES</b>		
Public Infrastructure Improvements	0	
Interior Improvements	0	
Exterior Improvements	0	
Services	0	
Other Expenses (Insurance; Legal)	0	
<b>TOTAL EXPENSES</b>	<b>0</b>	
<b>BALANCE FROM PRIOR YR</b>	<b>0</b>	
<b>TOTAL REVENUE</b>	<b>0</b>	
<b>LESS TOTAL EXPENSES</b>	<b>0</b>	
<b>BALANCE</b>	<b>0</b>	

RELEVANT AGENCY CONTACT INFORMATION

Missouri Dept of Economic Development: [reddevelopment@ded.mo.gov](mailto:reddevelopment@ded.mo.gov); KCMO City Clerk: [clerk@kcmo.org](mailto:clerk@kcmo.org)

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT**

**Resolution 2024:01**

***Election of Officers and Appointment of Records Custodian***

**Adopted August 22, 2024**

WHEREAS, per Ordinance No. 240698, adopted August 15, 2024, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended ("Act"), the City Council of the City of Kansas City, MO approved the Petition for the Creation of the Tiffany Square Community Improvement District ("District"); and

WHEREAS, the Board of Directors desires to elect officers including, but not limited to, a chairman, vice chairman, secretary, and treasurer, to act as officers for and on behalf of District; and

WHEREAS, the Board of Directors desires to appoint a records custodian for the care and maintenance of District's records;

THEREFORE, BE IT RESOLVED, the following persons are duly elected as officers and are authorized and directed to perform the duties and responsibilities as described in the District's Bylaws and to serve until their successors are duly elected and appointed:

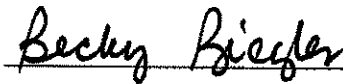
Chairman: **Garry Hayes**  
Vice Chairman: **Andrew Danner**  
Secretary: **> Mike Kellam**  
Treasurer: **> Mike Kellam**

FURTHER RESOLVED, that Becky Ziegler of the Rouse Frets White Goss law firm shall be appointed as Records Custodian.

APPROVED:

  
Chairman

ATTEST:

  
Becky Ziegler

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT**

**Resolution 2024:02**

***Approving Administrative Matters***

**Adopted August 22, 2024**

WHEREAS, per Ordinance No. 240698, adopted August 15, 2024, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended ("Act"), the City Council of the City of Kansas City, MO ("City") approved the Petition for the Creation of the Tiffany Square Community Improvement District ("District"); and

WHEREAS, the Board of Directors ("Board") desires to approve certain administrative matters relating to the operations of the District;

THEREFORE, BE IT RESOLVED, that:

1. Robert's Rules of Order shall be followed for the conduct of meetings of the Board of Directors.
2. District is authorized to engage Rouse Frets White Goss Gentile Rhodes, P.C. ("Rouse Frets") as general counsel to the District, and the appropriate officers of the District are authorized to enter into an engagement letter with Rouse Frets in form and substance acceptable to both parties. District's official address shall be 4510 Belleview Ave., Ste 300, Kansas City MO 64111
3. District is authorized to engage S E Cooper & Associates, PC as the certified public accountant for the District, and the appropriate officers of the District are authorized to enter into an engagement letter with S E Cooper & Associates PC in form and substance acceptable to both parties.
4. District's fiscal year shall be the same as the City (May 1 to April 30) as required by RSMo §§67.1401 *et seq.*
5. District is authorized to obtain a Federal Identification Number ("FEIN") from the Internal Revenue Service.
6. District is authorized to open one or more bank accounts in the name of the District.
7. District is authorized to select and purchase a policy of directors' and officers' liability insurance.
8. District is authorized to adopt Bylaws in substantially the form attached as **EXHIBIT A.**
9. District is authorized to adopt a policy regarding Sole Source Purchasing and Procurement of Professional Services in substantially the form attached as **Exhibit B.**
10. District is authorized to adopt a Sunshine Law Policy in substantially the form attached as **Exhibit C.**
11. District is authorized to adopt a Prevailing Wage and Work Procurement Policy in substantially the form attached as **Exhibit D.**
12. Records of District shall be substantially maintained in accordance with policies and standards promulgated by the State Records Commission of the State of Missouri.

13. Actions taken by or on behalf of District prior to its formation and the actions taken by or on behalf of District prior to the date of this Resolution in connection with implementation of District's funding sources, including but not limited to any election or petition required for approval of such funding sources, are hereby ratified, approved, and confirmed.

APPROVED:

  
Chairman

ATTEST:

  
Becky Byrnes

**EXHIBIT A**

**Bylaws**

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT  
BYLAWS  
Adopted by the Board of Directors August 22, 2024**

**Article I: Defined Terms**

- 1.1 District. Tiffany Square Community Improvement District, a political subdivision created pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri ("RSMo") and formed by the City of Kansas City, MO by Ordinance No. 240698 passed August 15, 2024.
- 1.2 Board. Board of Directors of the District, which is the governing body of the District.
- 1.3 City. City of Kansas City, Missouri.
- 1.4 Directors. Members of the Board of Directors individually or collectively as the context may provide.
- 1.5 CID Act. Sections 67.1401 to 67.1571, RSMo, as amended.
- 1.6 Initial Directors. Initial Directors set forth in the Petition.
- 1.7 Operator. An owner of a business operating within the District or a legally authorized representative of such owner.
- 1.8 Owner. An owner of real property within the District or a legally authorized representative of such owner.
- 1.9 Petition. That certain Petition for the Creation of the Tiffany Square Community Improvement District, as approved by the City through passage of Ordinance No. 240698.
- 1.10 Sunshine Law. Section 610.010 to 610.200, RSMo, governing meetings of public governmental bodies including the Board, as now or hereafter amended.
- 1.11 Undefined Terms. Any term undefined by this Article shall have the same meaning as such term is given under the CID Act, if defined therein.

**Article II: Offices and Records**

- 2.1 Principal Office. Principal office of the District shall be located at 4510 Belleview, Ste 300, Kansas City, Missouri 64111 or at such other place or places as may be designated by the Board.
- 2.2 Records. District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board. District shall keep at its principal office a record of the name and address of each Director.

**Article III: Board of Directors**

- 3.1 General Powers. The business and affairs of District shall be managed by, or under the direction of, the Board, and the District shall have all of the powers set forth in the CID Act except as may be limited by the Petition or Ordinance No. 240698.
- 3.2 Number. Board shall consist of five (5) Directors.

3.3 Qualifications. Initial Directors ("Initial Directors") of the Board shall be comprised of those individuals listed in the Petition and this Article. Successor Directors ("Successor Directors") shall be appointed in accordance with the Petition and this Article. Each Initial Director and Successor Director shall meet the following requirements:

- (a) Be at least 18 years of age.
- (b) Be a Missouri resident for at least one year prior to taking office and as long as required by the Missouri Constitution or by state statute.
- (c) Be either an owner of real property ("Owner") within the District, or such Owner's representative, or an owner of a business ("Operator") operating within the District, or such Operator's representative.
- (d) Except for the Initial Directors named in the Petition, be nominated according to a slate submitted by the Board to the Mayor of the City and the City Council according to the nominating procedures set out below.

3.4 Initial Directors. In accordance with Section 67.1451.6, RSMo of the Act, the Initial Directors to serve on the Board, and their respective terms, will be:

NAME	TERM (in years)
Andrew Danner	4
Mike Kellem	4
Garry Hayes	2
Ben Nelson	2
Matthew Danner	2

3.5 Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with the Petition. Each Successor Director shall serve a four-year term or until his/her successor is appointed in accordance with the Petition. If, for any reason, a director is not able to serve his/her full term, the remaining directors shall elect an interim director to fill the vacancy of the unexpired term. Notwithstanding anything to the contrary, any Initial Director's or Successor Director's (collectively, "Director") failure to continually meet the qualification requirements set forth in this Article, either in a Director's individual capacity or a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

3.6 Slate. The Board shall select the slate of nominated individuals as follows:

- (a) Individuals meeting the qualifications set out in the Petition for Successor Directors must be nominated by at least two sitting Directors; and
- (b) The Directors shall then vote for a slate of nominees who shall consist of a number sufficient to fill all of the expiring terms and/or additional terms, as applicable, and the Board shall submit approved slate to City Clerk.

3.7 Successor Directors. Successor Directors shall be appointed by the Mayor with consent of City Council by resolution, and the slate submitted by Board to City Clerk shall serve as recommendations for such appointments. Such appointment shall be at the discretion of the Mayor, subject to each and every qualification stated in the Petition.

3.8 Termination. Any Director may be removed for cause by a two-thirds affirmative vote of the Board. Written notice of the proposed removal shall be given to all Directors prior to action thereon.

3.9 Regular Meetings. The Board shall hold regular meetings at such time, date and location as may from time to time be determined by the Directors, one of which regular meeting shall be the District's annual meeting, which shall be held on such days and at such times as shall be fixed from time to time by the Chairman or at such other time or place as may be agreed by a majority of the Board.

3.10 Special Meetings. The Chairman or any two (2) Directors may call special meetings of the Board and may fix the time and place of the holding of such meetings, which shall be held for the purpose of transacting any business designated in the notice of the special meeting, or as permitted by section 3.9.

3.11 Notices.

(a) Annual and Regular Meetings. Written or printed notices of meetings of the Board, whether specifically required by the CID Act, the Sunshine Law or any other Missouri statute regulating meetings of public governmental bodies, the definition of which includes the Board, shall be delivered personally, by mail, by electronic mail, or by fax to each Director at least twenty-four (24) hours prior to each scheduled meeting.

(b) Special Meetings. Notice of a special meeting shall be delivered personally, mail, electronic mail, or fax to the Directors at least two (2) days prior to the date of such special meeting, if possible. At such special meeting no business shall be considered other than as designated in the notice; however, if all Directors are present at a special meeting, any item of business, whether or not designated in the notice, may be transacted with their unanimous consent. If mailed, the notice of a meeting given to a Director shall be deemed to be delivered when deposited in United States mail, addressed to the Director at the address on the records of District, with postage thereon prepaid. Notwithstanding any of the foregoing, the presence of any Director either in person or by electronic means (e.g., teleconference, telephone, video conference, web cast) shall be deemed as a waiver of any objection to a lack of notice pursuant to this section, unless such presence is for the sole purpose of raising such objection and any Director may, by mail, fax, or electronic mail, waive any notice required hereunder.

(c) Notice to the Public. Notice of the time, date, and place of each meeting of the Board, its tentative agenda, and whether any portion of the meeting will be closed shall be given to the public at least twenty-four (24) hours in advance of the meeting time, exclusive of weekends and holidays, in a manner reasonably calculated to advise the public of the matters to be considered and in compliance with the Sunshine Law. If the Board proposes to hold a closed meeting, closed portion of a public meeting, or closed vote, the notice shall state the reason for holding such closed meeting, closed portion of a public meeting, or closed vote by reference to the specific exception allowed pursuant to the Sunshine Law.

3.12 Special Circumstances. When it is necessary to hold a meeting of the Board on less than twenty-four (24) hours notice, at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying departure from the normal requirements shall be stated at the beginning of the meeting and records in the minutes.

3.13 Quorum. A majority of the members of Directors serving at the time of any meeting shall constitute a quorum for the transaction of business at such meeting. If a quorum shall not be present at any such meeting, a majority of the Directors then present shall have the power to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

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

3.15 Telephone/Electronic Participation in Meetings. To the extent permitted by the Sunshine Law, Directors may participate in any Board meeting by telephone or other electronic means so long as all persons participating in the meeting can hear one another, and a location has been identified in the notice of the meeting at which members of the public shall be allowed to observe and attend the public meeting so that the requirements of the Sunshine Law are met. Participation by a Director in Board meetings by telephone or other electronic means shall constitute the

Director's presence in person at the meeting and any Director participating in this manner shall be entitled to vote and will count for the purpose of determining whether a quorum is present.

3.16 Manner of Voting. Votes by the Board shall be by voice vote unless the presiding officer shall direct or any Director shall demand a vote by roll call or by ballot, provided, however, that any votes taken during a closed meeting shall be taken by roll call. In the case of an abstention or a nay vote, a Director so abstaining or voting nay may be identified in the minutes of such meeting.

3.17 Compensation. No Director shall receive compensation for performing their official duties as a member of the Board, except that the District may reimburse Directors for reasonable and actual expenses incurred in the performance of their official duties as may be permitted by the Act.

#### Article IV: Officers

4.1 Officers. District officers shall consist of the Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as may from time to time be established by the Board.

4.2 Election and Term of Office. At the meeting of the Board at which these Bylaws are adopted, the Board shall elect a Chairman, Vice Chairman, Secretary and Treasurer, who shall serve until such time as a new officer is elected by the Board. Such election shall occur upon the motion of any Director at or prior to any regular or special meeting, provided that, in the event no such election is called or conducted, all previously elected officers shall continue to hold their respective offices and the annual election shall be held as soon thereafter as convenient to the Board. Any officer duly elected may succeed himself. Each officer shall hold office until his successor shall be elected and qualified or until his death, resignation or removal as provided by these Bylaws. Other than the Chairman and Vice Chairman, no officer need be a member of the Board.

4.3 Removal. Any officer or agent elected or appointed by the Board may be removed by it whenever, in its judgment, the best interests of District will be served thereby.

4.4 Vacancies. A vacancy in any office for any reason shall be filled by the Board at any meeting for the unexpired portion of the term of such officer.

4.5 General Powers. Officers of District shall have such powers as are usual and proper in the case of, and incident to, such offices, except insofar as such power and control is limited by these Bylaws, Petition, by resolution of the Board or by CID Act.

4.6 Presiding Officer. The Chairman shall preside at all Board meetings, and in his absence, the Vice Chairman shall preside and in the absence of both, the Secretary shall preside.

#### 4.7 Duties of Officers.

Chairman. The Chairman shall have the following duties and powers:

- (a) To execute contracts, agreements, or other documents to the extent such documents are authorized by the Board.
- (b) To direct and manage the day-to-day affairs of District including, but not limited to, the conduct, management, hiring or termination of any employees, experts, consultants or professionals; and
- (c) To perform any and all tasks necessary or incidental to the office of the Chairman or the effective management of District.

Vice Chairman. The Vice Chairman shall have the following duties and powers:

(a) To assist, advise and consult with the Chairman as to the management of the day-to-day affairs of District, and to carry out such management including but not limited to, the conduct, management, hiring or termination of any employees, experts, consultants or professionals;

(b) To execute contracts, agreements or other documents to the extent authorized by the Board;

(c) To perform any and all tasks necessary or incidental to the office of the Vice Chairman or the effective management of District, and

(d) To perform the duties and carry out the powers of the Chairman when the Chairman is unavailable.

Secretary. The Secretary shall have the following powers and duties:

(a) Keep the minutes for the meetings of the Board as provided by law in one or more books provided for that purpose;

(b) Assure that all notices are properly given, in accordance with these Bylaws, the CID Act and as required by law;

(c) Be custodian of the seal of District, if any;

(d) When necessary, assure that the seal of District, if any, is affixed to all documents duly authorized for execution under seal on behalf of District;

(e) Maintain the address and telephone number of each Director whose address and telephone number shall be furnished to the Secretary by such Director;

(f) Perform all duties incidental to the office of Secretary and such other duties as may be assigned to the Secretary by the Chairman or Board; and

(g) Exercise such other duties as are from time to time delegated by Board by resolution.

Treasurer. The Treasurer shall have the following powers and duties:

(a) Cause all money paid to District from all sources whatsoever to be properly received;

(b) Cause all funds of District to be deposited in such banks, trust companies or other depositories as shall be selected by the Board;

(c) Authorize, pursuant to Board direction, all orders and checks for the payment of money and shall cause District's money to be paid out as directed by the Board;

(d) Assure that regular books of accounts are kept showing receipts and expenditures, and render to Board, at each regular meeting (or more often when requested) an account of District's transactions and also of the financial condition of District;

(e) Perform all duties incidental to the office of Treasurer and such other duties as may be assigned to the Treasurer by the Chairman or Board; and

(f) If required by the Board, the Treasurer shall give bond for the faithful discharge of his duties in such sum and with such surety or sureties as Board shall determine. The costs, if any, of such bonds shall be paid by District.

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

4.8 Compensation. No officer who is a member of the Board shall receive any salary or other compensation for services rendered unless the same shall first be set by Board and is in accordance with CID Act or any other applicable law, provided that officers may be reimbursed for reimbursable and necessary expenses incurred on behalf of District.

4.9 Employees and Independent Contractors. District may employ, or contract with any service provider for the services of technical experts and such other officers, agents and employees, permanent and temporary, as District may require, and shall determine their qualifications and duties and, if they are employees of District, their compensation. For such legal services as it may require, District may retain its own counsel. District may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

4.10 Executive Director. District may engage an Executive Director to serve as agent of District to carry out and administer all administrative and contractual obligations of District, including but not limited to, preparing and submitting the annual report pursuant to the CID Act and executing all other day-to-day functions of the District. An Executive Director may serve with or without compensation as the Board may determine, provided that the Executive Director shall be reimbursed for all reasonable and necessary expenses it claims.

#### **Article V: Contracts, Checks and Deposits**

5.1 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 District, and such District may be general or confined to specific instances.

5.2 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the District shall require one signature, such signature being that of the Chairman, the Vice Chairman, the Secretary or the Treasurer, or such other officers, agent or agents of District as shall from time to time be determined by resolution of the Board.

5.3 Deposits. All funds of District not otherwise employed shall be deposited from time to time to the credit of District in such bank, trust companies or other depositories as the Board may select.

#### **Article VI: Fiscal Year**

District's fiscal year shall correspond with the City, which as of adoption of these Bylaws, is May 1–April 30.

#### **Article VII: Waiver of Notice**

Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, waiver thereof in writing signed by person(s) entitled to such notice, whether before or after the times stated therein, shall be deemed equivalent to giving of such notice. Furthermore, attendance at any meeting shall be deemed equivalent to giving of such notice.

#### **Article VIII: Committees**

The Board may from time to time establish such committees and confer upon them such powers as it deems expedient for the conduct of District's business. The Board may similarly provide that the members of such committees need not all be members of the Board.

#### **Article IX: Amendments**

From time to time these Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board provided that no alteration, amendment, or change shall be made without the affirmative vote of a majority of the total number of Directors voting.

#### **Article X: Annual Report and Audit**

The Board shall prepare and file annual reports as required by CID Act or any other applicable law and shall provide for the annual independent audits of the accounts of District as may be required by law or as it otherwise deems necessary.

#### **Article XI: Indemnification**

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

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

The standard of conduct required shall be that such person acted in good faith for a purpose which he/she reasonably believed to be in the best interest of District, and that he/she, in addition, in any criminal action or proceeding, had no reasonable cause to believe his/her conduct to be unlawful.

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

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

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

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

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

End of Document

**EXHIBIT B**

**Sole Source Purchasing Policy and Procurement of Professional Services**

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT**

**SOLE SOURCE PURCHASING POLICY AND  
PROCUREMENT OF PROFESSIONAL SERVICES  
Adopted by the Board of Directors August 22, 2024**

- A. **SOLE SOURCE PURCHASING.** The District may determine that a single feasible procurement source for the purchase of supplies or contractual services exists based upon at least one (1) the following criteria:
1. Supplies or contractual services are proprietary and only available from the manufacturer or a single vendor; or
  2. It is determined that only one (1) vendor services the region; or
  3. When supplies or contractual services are available at a discount from a single vendor for a limited period of time; or
  4. When the purchase involves specialized consulting or technical services for a project with specific circumstances that require a unique combination of abilities or expertise to perform the services required; or
  5. When extraordinarily unique facts or special circumstances exist which will result in significant cost savings to the District.
- B. **PROCUREMENT OF PROFESSIONAL SERVICES.** The policy of District with respect to obtaining the services of architects, engineers, surveyors or other professionals ("Professionals") will be to endeavor to use the services of those Professionals who have experience with the property in District and, to avoid unnecessary costs, in particular those Professionals who may have performed services related to the formation of District, assuming that their rates and charges have been found to be reasonable. Where no such Professionals are available, District will request statements of qualifications from at least two (2) firms in the particular discipline involved, and will negotiate with the most qualified and, if unable to reach an agreement on price, will then negotiate with the next most qualified and so on. District will require a written agreement with the firm selected. In the event qualifications are requested, District shall issue public notice on the worldwide web or in appropriate print media if the estimated contract costs exceed \$100,000. Sealed proposals/qualifications are required in this case. If the estimated contract does not exceed \$100,000, public notice and sealed proposals/qualifications are not required except if required by law.

**End of Document**

**EXHIBIT C**  
**Sunshine Law Policy**

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT  
SUNSHINE LAW POLICY**

Adopted by the Board of Directors August 22, 2024

**I. Purpose**

**A. Purpose of the Sunshine Law, Sections 610.010 to 610.225, RSMo, as amended.**

To establish and further the public policy of Missouri that meetings, records, votes, actions, and deliberations of public governmental bodies be open to the public unless otherwise provided by law. The Sunshine Law is liberally construed and its exceptions are strictly construed to promote this public policy. Except as otherwise provided by other laws, the Sunshine Law requires all public meetings of public governmental bodies to be open to the public, all public records of public governmental bodies to be open to the public for inspection and copying and all public votes of governmental bodies to be recorded.

**B. Purpose of the District's Sunshine Law Policy**

TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT ("District") is a political subdivision of the State of Missouri, and therefore, is also a public governmental body subject to the Sunshine Law. This policy is designed to ensure the District, through the actions of its officers and employees, complies with the Sunshine Law. This policy is required by the Sunshine Law and is designed to complement the Sunshine Law. In the event that either the Sunshine Law or this policy is stricter than the other regarding a particular requirement, the stricter provision shall apply.

**II. Definitions.**

**A. City.** The City of Kansas City, Missouri.

**B. Closed Meeting, Closed Record, Closed Vote.** Any meeting, record or vote that is closed to the public.

**C. Principal Office.** The principal office of District shall be as defined in the District Bylaws.

**D. Public Business.** All matters which relate in any way to the performance of District's functions or the conduct of its business.

**E. Public Governmental Body.** Any legislative, administrative, or governmental entity created by the constitution or statutes of Missouri, by order or ordinance of any political subdivision or district, judicial entities when operating in an administrative capacity, or by executive order. District is a governmental entity created under state statute and by ordinance of the City in which it lies. This includes any department or division of District and any committee appointed by or at the direction of the District's Board of Directors and which is authorized to report to District. The Sunshine Law also applies to advisory committees appointed by or at the direction of District for the specific purpose of recommending, directly to District's Board of Directors, policy or policy revisions or expenditures of public funds. Groups of less than a quorum do not qualify as public governmental bodies under the Act.

**F. Public Meeting.** Any District meeting at which any public business is discussed, decided, or public policy formulated, whether corporeal or by means of communication equipment; however, "Public Meeting" does not include informal gatherings of members of the District for social or ministerial purposes, but does include a public vote of all or a majority of the members of the District by electronic communication or other means, conducted in lieu of holding a Public Meeting with the members of the public body gathered at one location in order to conduct public business.

**G. Public Record.** Any record, whether written or electronically stored, retained by or of District, including any report, survey, memorandum or other document or study prepared and presented to District by a consultant or other professional service provider paid for in whole or in part by public funds; provided, however that

"public record" does not include any internal memorandum or letter received or prepared by or on behalf of a member of District consisting of advice, opinions, and recommendations in connection with the deliberative decision making process of District, unless such records are retained by the public body or presented at a public meeting.

- H. **Public Vote.** Any vote, whether conducted in person, by telephone or by another electronic means, cast at any public meeting of the public body.
- I. **Record.** "Record" is not defined under the Sunshine Law;<sup>1</sup> however, "record" is defined in the State and Local Records Law, Sections 109.200 through 109.310, RSMo. Pursuant to Section 109.210(5) of the State and Local Records Law, a "record" is any "document, book, paper, photograph, map, sound recording, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with a transaction of official business." While this definition is not controlling for Sunshine Law purposes, it does provide useful statutory guidance.
- J. **Written Policy.** A reasonable written policy regarding the release of information under the Sunshine Act that, if complied with, renders an employee of District neither guilty of violating the Sunshine Law nor subject to civil liability for any act arising out of its adherence to the written policy.

### III. Notice Requirements

#### A. Notice of Public Meetings

##### 1. Generally

Except as provided in subsection B of this Section, District Secretary, or his or her designee, shall give notice of the time, date, place of meeting, a tentative agenda for all open Public Meetings and whether the meeting will be open or closed at least twenty-four (24) hours in advance of any Public Meeting. The notice shall be given by posting written notice on a bulletin board or in another prominent place located in a public area in the principal office of District. In the event that the meeting will not be held in District's principal office, notice shall also be posted at the building in which the meeting will be held. The twenty-four (24) hour notice period shall not include weekends and holidays where District's offices are closed. Copies of the meeting notice shall be made available at the same time notice is given to the members of the public body to all members of the media who have submitted such a request to the public body.

##### 2. Telephone or electronic meetings

If a Public Meeting will be conducted in whole or in part by telephone or other electronic means, the notice of Public Meeting must identify the mode by which the meeting will be conducted and must designate a location where the public may observe and attend the meeting. If the Public Meeting will be conducted by Internet chat, Internet message board or other computer link, notice shall be posted also on District's web site and the notice must inform the public about how to access the meeting.

#### B. Notice of Closed Meetings

If it is anticipated that all or a portion of a Public Meeting of District is to be closed, the notice for the meeting shall set forth the reason for its closure by reference to the specific exception allowed pursuant to the provisions of Section 610.021, RSMo and Section V.A. of this Policy. A Closed Meeting, the closed portion of a Public Meeting, or a Closed Vote may be held with less than the required notice if there is good cause to render such notice impossible or impractical, in which case District will give as much notice as is reasonably

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<sup>1</sup> "Public Record" is a defined term under the Sunshine Law, but that definition does not shed light on the meaning of "record."

possible prior to closing the meeting or vote. The nature of the cause justifying the departure from the normal requirements shall be stated and included in the minutes of the Public Meeting.

**C. Notice of Emergency Meetings**

A Public Meeting may be held with less than twenty-four (24) hours notice if there is good cause to render such notice impossible or impractical. If such good cause exists, then as much notice as is reasonably possible shall be given. Following the opening of the Public Meeting, the nature of the cause justifying the departure from the normal requirements shall be stated in the minutes.

**IV. Public Meetings**

**A. Location of Public Meetings**

Public Meetings should be held at the Principal Office of District or at an otherwise stated meeting place, unless otherwise specified in the notice. Each meeting shall be held at a place reasonably accessible to the public and of sufficient size to accommodate attendance by members of the public. Where it is necessary to hold a Public Meeting in a location that is not reasonably accessible to the public, the reason for the selection of the meeting location shall be stated in the minutes at the opening of the meeting. At any Public Meeting conducted by telephone or other electronic means, the meeting notice shall designate a location at which the public may meet and observe and/or attend the meeting.

**B. Minutes of Public Meetings**

The minutes of all Public Meetings should be taken and maintained by District Secretary or his or her designee. The minutes shall include, at a minimum, the date, time, and place, the Board of Directors members present, the Board of Directors members absent, and a record of any votes taken. If a roll call vote is taken, the minutes shall indicate the vote of each public body member as yea, nay, or abstain, if not voting.

**C. Recording of Proceedings at Public Meetings**

Public Meetings may be recorded electronically or otherwise by members of the public at that individual's or group's expense. Audio recordings of the Public Meetings are not required, but if District makes an audio recording of a Public Meeting, District shall make copies of its audio recordings available upon written request submitted to the Secretary at a price established by the Board of Directors. The price established may include the cost of the staff time required for making a copy and the cost of the tape used for its duplication. The Board of Directors, at its full discretion, may establish guidelines regarding the manner in which a meeting may be recorded. In no event shall a Closed Meeting be recorded.

**V. Closed Meetings**

**A. District's meetings should be presumed open unless they clearly fit within one of the express exemptions enumerated in the Sunshine Law. A Closed Meeting, portion of a meeting, or vote may be held for different reasons under the Sunshine Law including, but not limited to, the following reasons:**

1. Legal actions, causes of action or litigation involving the public body and any confidential or privileged communications between the public body or its representatives and its attorneys;
2. Leasing, purchase or sale of real estate by the public body where public knowledge of the transaction might adversely affect the legal consideration therefore;
3. Hiring, firing, disciplining or promoting of particular employees by the public body when information

relating to an employee's performance or merit is discussed or recorded;

4. Preparation, including any discussions or work product, on behalf of the public body or its representatives for negotiations with employee groups;
5. Software codes for electronic data processing and documentation thereof;
6. Specifications for competitive bidding, until either the specifications are officially approved by the public body or are published for bid;
7. Sealed bids and related documents, until the bids are opened and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;
8. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment;
9. Records that are protected from disclosure by law;
10. Meetings and public records relating to scientific and technological innovations in which the owner has proprietary interest; and
11. Confidential or privileged communications between the public body and its auditor, including all auditor work product.

**B. Public Presence at Closed Meetings**

Members of the public shall be allowed to remain at a designated area on-site but outside of the room in which a Closed Meeting, closed portion of a Public Meeting, or Closed Vote is conducted, so as to allow members of the public to attend any subsequent portion of the Public Meeting that is not closed.

**C. Conducting Closed Meetings and Votes**

A Public Meeting or a vote may be closed to the public for any of the reasons enumerated in Section V.A. A Closed Meeting, closed portion of a Public Meeting or Closed Vote may be held if proper notice is given, pursuant to Section III.B. In addition to the general notice requirements, the notice shall set forth the reason for closing the meeting, portion of the meeting or vote, with references to the specific section and subsection of the Sunshine Law allowing such action.

Prior to closing a Public Meeting, a portion of a Public Meeting or a vote, District Chairman shall state forth and include in the minutes of the Public Meeting, the specific section and subsection of the Sunshine Law upon which the decision to close the meeting, portion of the meeting or vote is based.

Any votes taken during a Closed Meeting shall be taken by roll call. In accordance with the Sunshine Law, all votes taken by roll call shall be cast by only those members who are physically present and in attendance at the Public Meeting. Upon a roll call vote, a majority of the quorum present must vote in favor of a motion to close the Public Meeting or vote, before such a meeting or vote is closed. The vote of each member of the public body on the question of closing a Public Meeting or vote and the specific reason for closing that Public Meeting or vote by reference to a specific section and subsection of the Sunshine Law shall be announced publicly at the Public Meeting and entered into the minutes of the Public Meeting.

Public Meetings shall be closed only to the extent necessary for the specific reason announced to justify the Closed Meeting, the closed portion of a Public Meeting, or the Closed Vote. During the Closed Meeting or

the Closed Vote, the members of District Board of Directors shall not discuss business unrelated to the reason announced to justify closing the meeting, portion of a meeting, or vote.

Upon a motion to close a Public Meeting, Public Record or vote, any other member who believes that such motion, if passed, would cause a violation of the Sunshine Law may state his or her objection prior to the time a vote is taken on the motion. Such objection must be stated in the minutes. A member objecting to a Closed Meeting shall be allowed to fully participate in any meeting, Record or vote closed over the member's objection.

#### **D. Minutes of Closed Meetings**

1. The minutes of all Closed Meetings, closed portions of Public Meetings, and Closed Votes shall be taken and maintained by the custodian of District or a person designated by the custodian.
2. The minutes shall include the date, time, place, members present, members absent, and a record of any votes taken. Any Closed Votes shall be taken by roll call and the minutes shall indicate the vote of each member of the public body as yea, nay, or abstaining, if not voting.

### **VI. Public Records**

#### **A. Generally**

District shall appoint a custodian of District's Records. Unless otherwise provided by law, the District's Records are to be open and available to the public for inspection and copying. If a member of District's Board of Directors transmits an email relating to public business to at least two (2) other members of the Board so that when, counting the sender, a majority of the members are copied, a copy of the email shall also be sent to the Secretary or the member's public office computer.

#### **B. Requests for Public Records**

District Secretary or its designee is responsible for maintenance of the District's Records. Requests for access to the Public Records shall be made to the Secretary. Requests may be made verbally (in person or by telephone) or in writing (by mail or electronically). If, for reasonable cause, by the end of the third (3<sup>rd</sup>) business day following the day of the Secretary's receipt of the request for access to those Public Records (i.e. day of receipt plus 3 days) access is not made available, the Secretary shall provide a written explanation of the cause of the delay and the place, time and date that the Public Records will be available for inspection.

The Secretary shall charge ten cents (10¢) per page for standard copies and the actual cost of the copy for larger or specialized documents. The Secretary also may charge a reasonable fee for the time necessary to search for and copy the Records. Payment of such copying fees may be requested prior to the making of copies. Records may be furnished without charge or for a reduced charge when District determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operation or activities of District and is not primarily in the commercial interest of the requestor. Fees collected for copying shall be submitted by District to Director of Revenue of State of Missouri for deposit into the general fund of the state. Copies of Records that are made for the City shall not be subject to any charges.

If a request for access to any Public Record of the public body is denied, the person seeking access may request a written statement of the grounds for denial. The written statement should cite the specific provisions of the Sunshine Law under which the access has been denied.

#### **C. Classification of Records**

1. Closed Records include all of those items related to the list in Section 610.021, RSMo.
2. The following Closed Records must be made available to the public as provided by the Sunshine Law and as described below:
  - a. Minutes, votes and settlement agreements regarding legal actions or litigation must be made public upon the final disposition or upon the signing of a settlement agreement unless ordered closed by a court (RSMo § 610.021(1)) but even if a court orders a settlement agreement closed, the amount of any money paid by or on behalf of the public body must be disclosed;
  - b. Any vote involving the exercise of the power of eminent domain shall become public or be announced immediately following the action on the motion to authorize the institution of such legal action (RSMo § 610.021(1));
  - c. Any information regarding the lease, purchase or sale of real estate where public knowledge might adversely affect legal consideration for the real estate may be closed, but the minutes, votes and records regarding these actions shall be made public within 72 hours after the execution of the lease, purchase or sale contract for the real estate (RSMo § 610.021(2));
  - d. Any final vote regarding the hiring, firing, promotion or discipline of an employee must be made available with a record of each member's vote within 72 hours of the vote provided that the affected employee is entitled to prompt notice within that 72 hour period (RSMo § 610.021(3));
  - e. Specifications for competitive bidding until the specifications are officially approved or published for bid may be closed, but once the specifications are officially approved or published for bid, they must be opened (RSMo § 610.021(11)); and
  - f. Sealed bids and related documents may be closed until they are opened by the public body. Sealed proposals and related documents or any documents related to a negotiated contract may be closed until the contract is executed or all proposals are rejected (RSMo § 610.021(12)).

END OF DOCUMENT

**EXHIBIT D**

**Prevailing Wage and Work Procurement Policy**

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT")**  
**PREVAILING WAGES AND PROCUREMENT OF WORK POLICY**  
Adopted by the Board of Directors August 22, 2024

As a part of the contracting process for completion of the projects approved in District's Petition, the Board desires to establish policies governing the procurement of work and payment of prevailing wages as set forth below:

Section 1. The Board hereby states that all work for any public work, exclusive of maintenance, completed by or on behalf of District will conform to the Missouri Prevailing Wages on Public Works Act, Sections 290.210 through 290.340, RSMo, as amended.

Section 2. The Board hereby establishes the following policies for the procurement of construction work and professional services in the design of the construction work:

A. Construction Contracts:

(1) *Solicitation Requirements:*

(a) The Board shall comply with any applicable public notice, bid requirement, and bid solicitation rules and regulations applicable under Missouri law.

(b) *Emergency Contracts.* If the Board determines there exists an imminent threat to public health, welfare, safety or essential operations of District, contracts may be entered into without competitive bid or public notice.

(2) *Bid Security.* When a public construction contract is awarded, bid security in the amount of at least five percent of the bidder's price on the base bid shall be required. The security shall be in one of the following forms as determined by the Board: surety bond; letter of credit; cashier's check; certificate of deposit; or other form approved by the Board.

(a) *Forfeiture of Security.* If a bidder fails or refuses to execute the construction contract when requested by the Board, any bid security given to District shall immediately become due and payable and forfeited to the District as liquidated damages.

(b) *Mistake in Bid Security.* Notwithstanding anything to the contrary, a bidder shall correct a mistake on a bid security submission when requested by District. When such a mistake occurs and a bidder fails or refuses to correct the mistake or execute the contract when requested by District, any bid security shall be forfeited to District.

(3) *Required Submissions.* A bidder on any construction contract shall furnish the following to the District, within the time frames stated in the bid documents or within 14 calendar days after receiving notice of intent to contract from District unless good cause is shown:

(a) The bidder's federal employer identification number;

(b) Bonds and insurance certificates as required in the bid documents;

(c) Copies of all licenses required by the City to do the work;

(d) A copy of its certificate of corporate good standing from the Missouri Secretary of State or other evidence acceptable to District.

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

(f) A statement that the bidder is current on payment of its:

(i) Federal income tax withholding; and

(ii) State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which bidder has its principal office.

(4) *Subcontractor Requirements.* Each contractor that has entered into a construction contract with the District shall obtain and retain in its contract files in accordance with the contract requirements the following documentation from any subcontractor:

(a) A copy of its certificate of corporate good standing from the Missouri Secretary of State or other evidence acceptable to the city;

(b) Copies of all licenses required by the contract documents;

(c) Evidence that it has in force general, automobile, and employer's and worker's compensation liability insurance in the amounts required by the contract documents;

(d) Evidence, which may be a copy of its most recent quarterly contribution and wage report, that is a participant in the state unemployment compensation fund;

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

B. Construction Management Services: Solicitations for any construction management services shall conform to Sections 8.675 to 8.687, RSMo.

C. Contract Award:

(1) Contracts shall be awarded to the lowest and best bidder or best proposer/qualifier. District has the right to reject any and all bids or proposals.

(2) The Board may negotiate a revised bid with the apparent lowest and best bidder, including changes in bid requirements, price, scope, or quantity, on any contract except a construction contract bid if:

- (a) Bid is more than the appropriation or relevant budget item for that project; and
- (b) It is not in District's best interests to resolicit bids because of time or other circumstances.

(3) The Board may offer the apparent lowest and best bidders on a construction contract the option of performing the work for the engineer's estimate for the project with no changes to the bid requirements or scope of the project if the bid is not more than five percent higher than the engineer's estimate.

(4) If the Board rejects any or all bids or proposals, the Board may:

- (a) Resolicit bids or proposals only from those bidders or proposers that submitted a bid or proposal pursuant to the original solicitation; and/or

- (b) Use an expedited bid or proposal submission schedule with or without readvertising or issuing any other public notice when the Board determines that the delay from the normal solicitation procedure would not be in District's best interests.

END OF DOCUMENT

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT**

**Resolution 2024:03**

***Authorizing and Approving Levy of Sales Tax Within  
Tiffany Square Community Improvement District  
Adopted August 22, 2024***

WHEREAS, per Ordinance No. 240698 ("Ordinance"), adopted August 15, 2024, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended ("Act"), the City Council of the City of Kansas City, Missouri ("City") approved the Petition for the Creation of the Tiffany Square Community Improvement District ("Petition"); and

WHEREAS, Longhorn Opportunity Fund I, LP, a Texas limited partnership ("Developer") is an owner of property within the Tiffany Square Community Improvement District ("District"); and

WHEREAS, pursuant to powers granted under the Act, the Board of Directors ("Board") desires to levy a sales tax within the boundaries of District to carry out the purposes of District as described in Petition.

THEREFORE, BE IT RESOLVED, that:

Section 1. District hereby imposes a district-wide sales tax ("Sales Tax") at the maximum rate of one percent (1.0%) on all retail sales made in District, subject to the limitations set forth in Section 67.1545, RSMo.

Section 2. The Sales Tax shall remain in place for a maximum period of the earlier of reimbursement of all District reimbursable costs with interest as set forth in a cooperative agreement between District and the City, or twenty-seven (27) years from the effective date of the Ordinance in accordance with the Act.

Section 3. The Sales Tax is imposed for the purpose of providing funding for the services and improvements described in the Petition, specifically including: (a) capital improvements within District, including (i) construction, removal, renovation, reconstruction or rehabilitation of certain public improvements or portions thereof, located with the District and related improvements and structures, as authorized pursuant to the Act; (ii) construct, reconstruct, install, repair, maintain, and equip (or cause such improvements to be undertaken) capital improvements including but not limited to public utilities (storm sewer, waterline, and sanitary sewer); street improvements (grading, paving, sidewalk and curb, lighting, traffic control and traffic signal contribution to City) and any other useful, necessary or desired improvement authorized under the Act; and (iii) other improvements eligible under the Act; (b) services, including marketing and public relations, maintenance, security services, and other services eligible under the Act; (c) formation, operating, and administrative costs of District; and (d) further all other lawful purposes of the District under the Act and authorized by the Petition as approved by the City by the Ordinance and pursuant to a cooperative agreement among District and the City. These purposes shall be designated in District's ballot of submission to qualified voters to vote upon Sales Tax.

Section 4. This Resolution shall not become effective or adopted, and the Board shall not levy the Sales Tax, unless and until the Board submits to District's qualified voters, by mail-in ballot, a proposal to authorize the Sales Tax, and a majority of the votes cast by the qualified voters on the Sales Tax are cast in favor of the Sales Tax.

Section 5. The Sales Tax mail-in ballot shall be substantially in the following form:

Shall the Tiffany Square Community Improvement District ("District") impose a community improvement district-wide sales and use tax ("Sales Tax") at the maximum rate of one percent (1.0%) for a maximum period of the earlier of reimbursement of all District reimbursable costs with interest as set forth in a cooperative agreement among the District and the City of Kansas City, Missouri ("City"), or twenty seven (27) years from the effective date of Ordinance No. 240698 dated August 15, 2024, approving the Petition for the Creation of the District ("Petition") in accordance with Community Improvement District Act, Section 67.1401 et seq., RSMo, as amended ("Act"), for the purpose of providing funding for the services and improvements described in the Petition specifically including: (a) capital improvements within District, including (i) construction, removal, renovation, reconstruction or rehabilitation of certain public improvements or portions thereof, located within the District and related improvements and structures, as authorized pursuant to the Act; (ii) construct, reconstruct, install, repair, maintain, and equip (or cause such improvements to be undertaken) capital improvements including but not limited to public utilities (storm sewer, waterline, and sanitary sewer); street improvements (grading, paving, sidewalk and curb, lighting, traffic control and traffic signal contribution to City) and any other useful, necessary or desired improvement authorized under the Act; and (iii) other improvements eligible under the Act; (b) services, including marketing and public relations, maintenance, security services, and other services eligible under the Act; (c) formation, operating, and administrative costs of District; and (d) further all other lawful purposes of the District under the Act and authorized by the Petition as approved by the City by the Ordinance and pursuant to a cooperative agreement among District and the City?

☐ YES

☐ NO

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

Section 6. All revenue received by the District from the Sales Tax shall be deposited into an account administered by the City and expended solely for the purposes described in Section 3 above.

Section 7. The appropriate officers and legal counsel of the District are hereby authorized to take all measures necessary to implement the mail-in election regarding the Sales Tax, including but not limited to executing a notice of election to the Platte County Board of Election Commissioners, and any action taken by or on behalf of the District prior to the date of this Resolution in connection with such election is hereby ratified, approved, and confirmed.

Chairman

ATTEST:

Becky Bleser

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT**

**Resolution 2024:04**

***Approve and Authorize Reimbursement Agreement between Tiffany Square  
Community Improvement District and Longhorn Opportunity Fund I, LP***

**Adopted August 22, 2024**

WHEREAS, per Ordinance No. 240698, adopted August 15, 2024, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended ("Act"), the City Council of the City of Kansas City, MO approved the Petition for the Creation of the Tiffany Square Community Improvement District ("District"); and

WHEREAS, Longhorn Opportunity Fund I, LP, a Texas limited partnership ("Developer"), has advanced, and agrees to hereafter advance, funds for the establishment and operation of District and funds for implementation of the purposes for which District was established pursuant to the terms and conditions of the Reimbursement Agreement attached hereto as Exhibit A ("Reimbursement Agreement"); and

WHEREAS, by entering into the Reimbursement Agreement, Developer acknowledges that District does not currently have a source of funds to finance its administrative and operational costs; and

WHEREAS, upon approval of District's maximum of one percent (1.0%) sales tax ("Sales Tax") in accordance with the Act, District agrees to reimburse to Developer funds advanced by Developer in connection with the establishment and operation of District from revenue generated by the Sales Tax, subject to annual appropriation, as provided in the Reimbursement Agreement and in accordance with the Cooperative Agreement among District and City; and

WHEREAS, pursuant to its powers under the Act, the Board of Directors has determined that it is in the best interest of District to approve and authorize execution of the Reimbursement Agreement;

THEREFORE, BE IT RESOLVED, that the Reimbursement Agreement substantially in the form attached to this resolution is hereby approved; and

RESOLVED FURTHER, District's appropriate officers are authorized and directed to execute and deliver the Reimbursement Agreement for and on behalf of District, subject to such changes, additions, or deletions that such officer, upon advice of legal counsel, may deem necessary or desirable and execution of the Reimbursement Agreement by such officer for and on behalf of District shall be conclusive evidence of such officer's approval thereof.

APPROVED:

  
Chairman

ATTEST:

  
Becky Biegl

## DEVELOPER REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into effective as of August 22, 2024 by and between TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT ("District") and Longhorn Opportunity Fund I, LP, a Texas limited partnership ("Developer").

### RECITALS

- A. Per Ordinance No. 240698 ("Ordinance") of the City Council of the City of Kansas City, MO ("City") adopted August 15, 2024, District was established for the purpose of providing funding for certain improvements and services within District as described in the Petition for the Creation of the District ("Petition") and as permitted by Community Improvement District Act, Section 67.1401 et seq., RSMo, as amended ("Act") (collectively, "District Purposes").
- B. District shall provide revenues to fund the District Purposes through imposition of a community improvement district sales and use tax at a rate not to exceed one percent (1%) ("CID Sales Tax") for a maximum period of the earlier of: (i) reimbursement of all District reimbursable costs with interest as set forth in a cooperative agreement between the District and the City, or (ii) twenty-seven (27) years following the effective date of the Ordinance in accordance with the Act.
- C. Developer has advanced, and shall hereafter advance, funds for the establishment and operation of the District and funds for implementation of the District Purposes.
- D. District and Developer desire to provide for reimbursement to Developer of costs and expenses actually paid and incurred by Developer in connection with the establishment and operation of the District and the implementation of the District Purposes ("District Costs"), but only to the extent that the District Costs are not otherwise reimbursed to the Developer and there are otherwise sufficient unencumbered funds of the District to pay District Costs.

Therefore, in consideration of mutual promises and covenants, and for good and valuable consideration, receipt of which is hereby acknowledged, the District and Developer agree as follows:

1. The parties acknowledge that District Costs include costs actually paid and incurred by the Developer both before and after the formation of the District, it being understood that the Developer shall fund future costs as necessary to operate the District and implement the District Purposes to the extent that revenue designated from the CID Sales Tax to pay such costs is insufficient. The parties further acknowledge that the Developer's obligation to fund future District Costs is intended to maximize the District revenue available to pay debt service on bonds that may be issued or loans obtained in connection with the District Purposes and to otherwise cover shortfalls in District revenue.

2. Developer shall submit to the District true, complete, and accurate statements of District Costs incurred.

3. District shall review all statements of District Costs. Based on such review, District shall approve for reimbursement all District Costs actually paid or incurred by Developer and properly chargeable to the establishment, maintenance, and operation of District and to the implementation of District Purposes.

4. All District Costs approved for payment by the District shall accrue interest at the prime rate as reported by the *Wall Street Journal*, plus one and one-half percent (1 1/2%) per annum, adjusted on the

first day of each calendar quarter, calculated from the date of approval by the District, until reimbursed pursuant to this Agreement. The interest rate allowed pursuant to this paragraph shall not exceed ten percent (10%) per annum.

5. District, subject to annual appropriation and the terms and conditions of the Cooperative Agreement dated effective \_\_\_\_\_ 2024, among District, City, and Developer, shall pay to Developer such amounts necessary to pay or reimburse Developer for those District Costs approved by the District pursuant to Section 3 above, provided, however, that the District's reimbursement obligation is further conditioned upon and limited to: (a) only those District Costs that are not otherwise reimbursed to the Developer from proceeds of loans obtained by the District or bonds issued by District, the City or other governmental body in connection with District Purposes; and (b) after the payment of operating costs with District revenue designated for such purpose, the availability of otherwise unencumbered funds generated by CID Sales Tax. For the purposes of this Agreement, in the event the District issues bonds or pledges its revenue to pay debt service on bonds issued by the City or other governmental body in connection with the District Purposes, the funds generated by the CID Sales Tax and pledged to pay debt service on any such bonds shall constitute encumbered funds and shall not be available to reimburse the Developer hereunder.

6. Agreement shall be and remain in effect until the earlier of (a) payment in full of all approved District Costs, plus accrued interest, or (b) termination of the CID Sales Tax.

7. Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

8. Agreement shall be binding upon, and shall inure to the benefit of, the District and Developer, and their respective successors and assigns.

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

10. Recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

TIFFANY SQUARE COMMUNITY IMPROVEMENT  
DISTRICT

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

ATTEST:

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

LONGHORN OPPORTUNITY FUND I, LP

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

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT**

**Resolution 2024:05**

***Authorize and Approve Cooperative Agreement among Tiffany Square  
Community Improvement District and the City of Kansas City, MO  
Adopted August 22, 2024***

WHEREAS, per Ordinance No. 240698, adopted August 15, 2024, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended ("Act"), the City Council of the City of Kansas City, MO approved the Petition for the Creation of the Tiffany Square Community Improvement District ("District"); and

WHEREAS, District desires to enter into a Cooperative Agreement with City, setting forth all of the parties' rights and obligations with respect to District operations and funding District improvements and services;

THEREFORE, BE IT RESOLVED, the Cooperative Agreement in substantially the form attached to this resolution is hereby authorized and approved; and

RESOLVED FURTHER, the appropriate officers of District are authorized and directed to execute the Cooperative Agreement, for and on behalf of District, subject to such changes, additions, or deletions that such officer, upon the advice of legal counsel, may deem necessary or desirable, and execution of the Cooperative Agreement by such officer on behalf of District shall be conclusive evidence of such officer's approval thereof.

APPROVED:

  
Chairman

ATTEST:

  
Becky Bieder

## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** ("Agreement") entered into as of this \_\_\_\_ day of \_\_\_\_\_, by and between the **CITY OF KANSAS CITY, MISSOURI**, ("City"), and the **TIFFANY SQAURE COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri ("District" or "CID").

### WITNESSETH:

**WHEREAS**, the City Council of Kansas City, Missouri ("City Council"), did on August 15, 2024, pass Ordinance No. 240698 ("Ordinance"), which approved the District ("Petition"); and

**WHEREAS**, the 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 the City, which runs from May 1 through April 30 of each year ("Fiscal Year"); and

**WHEREAS**, the City is authorized in accordance with the provisions of the "Missouri Community Improvement District Act", Sections 67.1401, et seq. RSMo, as amended ("CID Act"), to review the District's annual budget;

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

### ARTICLE 1: REPRESENTATIONS

#### Section 1.1. Representations by the District.

The District represents that:

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

B. The 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, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to

comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

## **Section 1.2. Representations by the City.**

The City represents that:

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

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

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreements to which the City is a party.

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

## **ARTICLE 2: REPORTING OBLIGATIONS OF DISTRICT**

### **Section 2.1. Submission of Annual Budget by District.**

A. The District shall annually prepare or cause to be prepared a budget (the "Budget") for the upcoming Fiscal Year, which is consistent with the purposes of the District. 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 intended date of approval of the Budget by the District. Not later than the first day of each Fiscal Year of the District, the board of directors of the District ("Board of Directors") shall adopt a Budget for the District for the ensuing budget year, with expected expenditures, revenue, and rates of assessments and taxes in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for the application of the District's sale tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year. The copy of such budget submitted to the City shall also contain a detailed breakdown of the CID revenue used or to be used toward public infrastructure improvements, exterior improvements, interior improvements, and other improvements and services pursuant to City Code Sec. 74-304(a).

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

C. The District shall prepare and submit to the City Clerk, the Missouri Department of Economic Development, the Department of Revenue, and the Missouri State Auditor an annual report

("Annual Report") within 120 days after the end of the then Fiscal Year stating the services provided, revenues collected and expenditures made by the District during the Fiscal Year, and copies of all written resolutions approved by the Board of Directors during the Fiscal Year. The copy of such annual report submitted to the City shall also contain a detailed breakdown of the CID revenue used or to be used toward public infrastructure improvements, exterior improvements, interior improvements, and other improvements and services and identify the name and contact information of each current board of member pursuant to City Code Sec. 74-304(a).

D. The District shall, if requested by the 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 District's Petition.

E. Pursuant to City Code Sec. 74-302(e), the District does not anticipate acquiring title to any real property, but in the event that it does, the District shall make payments in lieu of taxes ("PILOTs") to the affected taxing districts in an amount equal to the taxes assessed against the value of any real property in the year immediately preceding the year in which title to the real property was transferred to the District during any tax year the District remains an owner.

### **ARTICLE 3: DEFAULTS AND REMEDIES**

A. An event of default as specified in this Article ("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 other Party has given written notice to such Party specifying such failure.

B. 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.

### **ARTICLE 4: MISCELLANEOUS**

#### **Section 4.1. 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 the District is legally in existence.

#### **Section 4.2. Modification.**

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

#### **Section 4.3. Jointly Drafted.**

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

#### **Section 4.4. Applicable Law.**

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

**Section 4.5. 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.

**Section 4.6. 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.

*[remainder of this page left intentionally blank -- signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**CITY**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

**TIFFANY SQUARE COMMUNITY IMPROVEMENT  
DISTRICT**

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

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

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT**

**Resolution 2025:02**

***Budget Initial Short Year August 15, 2024 – April 30, 2025***

***and Fiscal Year May 1, 2025-April 30, 2026***

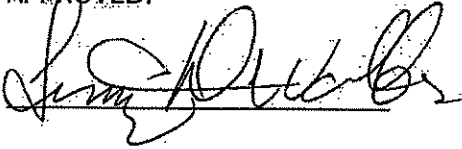
**Adopted January 27, 2025**

WHEREAS; in conformance with its obligations and powers pursuant to RSMo §867.1401 et seq., the District desires to approve its annual budget for the initial short year 8/15/24-4/30/25 and fiscal year 4/30/25-4/30/26;

THEREFORE, BE IT RESOLVED THAT:

1. The proposed budget for initial year 8/15/2024-4/30/2025 and fiscal year 5/1/25-4/30/26, in substantially the form attached hereto, is approved.
2. Counsel is directed to submit the Budget to the City of Kansas City, MO ("City") and the State Auditor per statutory requirement.
3. The Board will consider any written comments received from City to the proposed budget and make amendments if deemed necessary. If no written comments from the City are received then the action taken by this resolution shall be final.

APPROVED:



**TIFFANY SQUARE  
COMMUNITY IMPROVEMENT DISTRICT**

**INITIAL SHORT YEAR  
AUGUST 15, 2024 - APRIL 30, 2025  
and  
FISCAL YEAR  
MAY 1, 2025 - APRIL 30, 2026  
BUDGETS**

# **TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT**

**INITIAL SHORT YEAR AUGUST 15, 2024 - APRIL 30, 2025**

**FISCAL YEAR MAY 1, 2025 - APRIL 30, 2026**

## ***BUDGET MESSAGE***

The Tiffany Square Community Improvement District ("District") was declared established by Ordinance No. 240698 of the City Council of Kansas City, Missouri on August 15, 2024. The District desires to fund, or assist in the funding of, certain services and improvements as allowed by Sections 67.1401 to 67.1571 RSMo.

On August 22, 2024, the District's Board of Directors passed Resolution No. 2024:03 which imposed, upon approval of the qualified voters of the District, a one percent (1%) sales tax on retail sales in the District for the life of the district. The sales tax collection is anticipated to begin in 2026.

The District has entered into a Reimbursement Agreement with Longhorn Opportunity Fund I, LP, which will provide for formation costs, administration costs, public services and improvements within the District Project and related reimbursement.

The District has adopted a fiscal year beginning May 1 and ending April 30 of each year.

**TIFFANY SQUARE  
COMMUNITY IMPROVEMENT DISTRICT**

**PROPOSED BUDGETS**  
**INITIAL SHORT YEAR AUGUST 15, 2024 - APRIL 30, 2025**  
**FISCAL YEAR MAY 1, 2025 - APRIL 30, 2026**

	<b>Proposed Budgets</b>	
	<b>Fiscal Year Ending April 30, 2026</b>	<b>Initial Short Year Ending April 30, 2025</b>
<b>REVENUES:</b>		
<b>Debt Service Funds:</b>		
Advances from developer	\$ -	\$ -
<b>Revenue Funds:</b>		
CID Sales Tax Revenues	-	-
<b>TOTAL REVENUES</b>	-	-
<b>EXPENDITURES:</b>		
<b>Project expenditures:</b>		
CID public improvements	-	-
Formation Costs	-	-
Repayment of debt on advances (Including accrued interest)	-	-
<b>Operating expenditures:</b>		
Accounting fees	-	-
Legal fees	-	-
Insurance costs	-	-
Other operating costs of the district	-	-
<b>TOTAL EXPENDITURES</b>	-	-
<b>TRANSFERS TO/(FROM) OTHER FUNDS</b>	-	-
<b>EXCESS OF REVENUES OVER EXPENDITURES AND TRANSFERS</b>	\$ -	\$ -

**TIFFANY SQUARE  
COMMUNITY IMPROVEMENT DISTRICT**

**INITIAL SHORT YEAR AUGUST 15, 2024 - APRIL 30, 2025  
FISCAL YEAR MAY 1, 2025 - APRIL 30, 2026**

***BUDGET SUMMARY***

The District budget is presented in accordance with the requirements of Missouri statute on a cash basis.

**TIFFANY SQUARE COMMUNITY IMPROVEMENT DISTRICT  
BYLAWS  
Adopted by the Board of Directors August 22, 2024**

**Article I: Defined Terms**

- 1.1 District. Tiffany Square Community Improvement District, a political subdivision created pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri ("RSMo") and formed by the City of Kansas City, MO by Ordinance No. 240698 passed August 15, 2024.
- 1.2 Board. Board of Directors of the District, which is the governing body of the District.
- 1.3 City. City of Kansas City, Missouri.
- 1.4 Directors. Members of the Board of Directors individually or collectively as the context may provide.
- 1.5 CID Act. Sections 67.1401 to 67.1571, RSMo, as amended.
- 1.6 Initial Directors. Initial Directors set forth in the Petition.
- 1.7 Operator. An owner of a business operating within the District or a legally authorized representative of such owner.
- 1.8 Owner. An owner of real property within the District or a legally authorized representative of such owner.
- 1.9 Petition. That certain Petition for the Creation of the Tiffany Square Community Improvement District, as approved by the City through passage of Ordinance No. 240698.
- 1.10 Sunshine Law. Section 610.010 to 610.200, RSMo, governing meetings of public governmental bodies including the Board, as now or hereafter amended.
- 1.11 Undefined Terms. Any term undefined by this Article shall have the same meaning as such term is given under the CID Act, if defined therein.

**Article II: Offices and Records**

- 2.1 Principal Office. Principal office of the District shall be located at 4510 Bellevue, Ste 300, Kansas City, Missouri 64111 or at such other place or places as may be designated by the Board.
- 2.2 Records. District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board. District shall keep at its principal office a record of the name and address of each Director.

**Article III: Board of Directors**

- 3.1 General Powers. The business and affairs of District shall be managed by, or under the direction of, the Board, and the District shall have all of the powers set forth in the CID Act except as may be limited by the Petition or Ordinance No. 240698
- 3.2 Number. Board shall consist of five (5) Directors.
- 3.3 Qualifications. Initial Directors ("Initial Directors") of the Board shall be comprised of those individuals listed in the Petition and this Article. Successor Directors ("Successor Directors") shall be appointed in accordance with the Petition and this Article. Each Initial Director and Successor Director shall meet the following requirements:
- (a) Be at least 18 years of age.
  - (b) Be a Missouri resident for at least one year prior to taking office and as long as required by the Missouri Constitution or by state statute.
  - (c) Be either an owner of real property ("Owner") within the District, or such Owner's representative, or an owner of a business ("Operator") operating within the District, or such Operator's representative.
  - (d) Except for the Initial Directors named in the Petition, be nominated according to a slate submitted by the Board to the Mayor of the City and the City Council according to the nominating procedures set out below.
- 3.4 Initial Directors. In accordance with Section 67.1451.6, RSMo of the Act, the Initial Directors to serve on the Board, and their respective terms, will be:

NAME	TERM (in years)
Andrew Danner	4
Mike Kellem	4
Garry Hayes	2
Ben Nelson	2
Matthew Danner	2

- 3.5 Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with the Petition. Each Successor Director shall serve a four-year term or until his/her successor is appointed in accordance with the Petition. If, for any reason, a director is not able to serve his/her full term, the remaining directors shall elect an interim director to fill the vacancy of the unexpired term. Notwithstanding anything to the contrary, any Initial Director's or Successor Director's (collectively, "Director") failure to continually meet the qualification requirements set forth in this Article, either in a Director's individual capacity or a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

- 3.6 Slate. The Board shall select the slate of nominated individuals as follows:
- (a) Individuals meeting the qualifications set out in the Petition for Successor Directors must be nominated by at least two sitting Directors; and

- (b) The Directors shall then vote for a slate of nominees who shall consist of a number sufficient to fill all of the expiring terms and/or additional terms, as applicable, and the Board shall submit approved slate to City Clerk.
- 3.7 Successor Directors. Successor Directors shall be appointed by the Mayor with consent of City Council by resolution, and the slate submitted by Board to City Clerk shall serve as recommendations for such appointments. Such appointment shall be at the discretion of the Mayor, subject to each and every qualification stated in the Petition.
- 3.8 Termination. Any Director may be removed for cause by a two-thirds affirmative vote of the Board. Written notice of the proposed removal shall be given to all Directors prior to action thereon.
- 3.9 Regular Meetings. The Board shall hold regular meetings at such time, date and location as may from time to time be determined by the Directors, one of which regular meeting shall be the District's annual meeting, which shall be held on such days and at such times as shall be fixed from time to time by the Chairman or at such other time or place as may be agreed by a majority of the Board.
- 3.10 Special Meetings. The Chairman or any two (2) Directors may call special meetings of the Board and may fix the time and place of the holding of such meetings, which shall be held for the purpose of transacting any business designated in the notice of the special meeting, or as permitted by section 3.9.
- 3.11 Notices.
- (a) Annual and Regular Meetings. Written or printed notices of meetings of the Board, whether specifically required by the CID Act, the Sunshine Law or any other Missouri statute regulating meetings of public governmental bodies, the definition of which includes the Board, shall be delivered personally, by mail, by electronic mail, or by fax to each Director at least twenty-four (24) hours prior to each scheduled meeting.
- (b) Special Meetings. Notice of a special meeting shall be delivered personally, mail, electronic mail, or fax to the Directors at least two (2) days prior to the date of such special meeting, if possible. At such special meeting no business shall be considered other than as designated in the notice; however, if all Directors are present at a special meeting, any item of business, whether or not designated in the notice, may be transacted with their unanimous consent. If mailed, the notice of a meeting given to a Director shall be deemed to be delivered when deposited in United States mail, addressed to the Director at the address on the records of District, with postage thereon prepaid. Notwithstanding any of the foregoing, the presence of any Director either in person or by electronic means (e.g., teleconference, telephone, video conference, web cast) shall be deemed as a waiver of any objection to a lack of notice pursuant to this section, unless such presence is for the sole purpose of raising such objection and any Director may, by mail, fax, or electronic mail, waive any notice required hereunder.
- (c) Notice to the Public. Notice of the time, date, and place of each meeting of the Board, its tentative agenda, and whether any portion of the meeting will be closed shall be given to the public at least twenty-four (24) hours in advance of the meeting time, exclusive of weekends and holidays, in a manner reasonably calculated to advise the public of the matters to be considered and in compliance with the Sunshine Law. If the Board proposes to hold a closed meeting, closed portion of a public meeting, or closed vote, the notice shall state the reason for holding such closed meeting, closed portion of a public meeting, or closed vote by reference to the specific exception allowed pursuant to the Sunshine Law.
- 3.12 Special Circumstances. When it is necessary to hold a meeting of the Board on less than twenty-four (24) hours notice, at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying departure from the normal requirements shall be stated at the beginning of the meeting and records in the minutes.
- 3.13 Quorum. A majority of the members of Directors serving at the time of any meeting shall constitute a quorum for the transaction of business at such meeting. If a quorum shall not be present at any such meeting, a majority of the Directors then present shall have the power to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.
- 3.14 Action. The concurrence of the majority of the Directors present in any meeting at which a quorum is present shall bind District.
- 3.15 Telephone/Electronic Participation in Meetings. To the extent permitted by the Sunshine Law, Directors may participate in any Board meeting by telephone or other electronic means so long as all persons participating in the meeting can hear one another, and a location has been identified in the notice of the meeting at which members of the public shall be allowed to observe and attend the public meeting so that the requirements of the Sunshine Law are met. Participation by a Director in Board meetings by telephone or other electronic means shall constitute the Director's presence in person at the meeting and any Director participating in this manner shall be entitled to vote and will count for the purpose of determining whether a quorum is present.
- 3.16 Manner of Voting. Votes by the Board shall be by voice vote unless the presiding officer shall direct or any Director shall demand a vote by roll call or by ballot, provided, however, that any votes taken during a closed meeting shall be taken by roll call. In the case of an abstention or a nay vote, a Director so abstaining or voting nay may be identified in the minutes of such meeting.
- 3.17 Compensation. No Director shall receive compensation for performing their official duties as a member of the Board, except that the District may reimburse Directors for reasonable and actual expenses incurred in the performance of their official duties as may be permitted by the Act.

#### **Article IV: Officers**

- 4.1 Officers. District officers shall consist of the Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as may from time to time be established by the Board.
- 4.2 Election and Term of Office. At the meeting of the Board at which these Bylaws are adopted, the Board shall elect a Chairman, Vice Chairman, Secretary and Treasurer, who shall serve until such time as a new officer is elected by the Board. Such election shall occur upon the motion of any Director at or prior to any regular or special meeting, provided that, in the event no such election is called or conducted, all previously elected officers shall continue to hold their respective offices and the annual election shall be held as soon thereafter as convenient to the Board. Any officer duly elected may succeed himself. Each officer shall hold office until his successor shall be elected and qualified or until his death, resignation or removal as provided by these Bylaws. Other than the Chairman and Vice Chairman, no officer need be a member of the Board.

4.3 Removal. Any officer or agent elected or appointed by the Board may be removed by it whenever, in its judgment, the best interests of District will be served thereby.

4.4 Vacancies. A vacancy in any office for any reason shall be filled by the Board at any meeting for the unexpired portion of the term of such officer.

4.5 General Powers. Officers of District shall have such powers as are usual and proper in the case of, and incident to, such offices, except insofar as such power and control is limited by these Bylaws, Petition, by resolution of the Board or by CID Act.

4.6 Presiding Officer. The Chairman shall preside at all Board meetings, and in his absence, the Vice Chairman shall preside and in the absence of both, the Secretary shall preside.

4.7 Duties of Officers.

Chairman. The Chairman shall have the following duties and powers:

- (a) To execute contracts, agreements, or other documents to the extent such documents are authorized by the Board.
- (b) To direct and manage the day-to-day affairs of District including, but not limited to, the conduct, management, hiring or termination of any employees, experts, consultants or professionals; and
- (c) To perform any and all tasks necessary or incidental to the office of the Chairman or the effective management of District.

Vice Chairman. The Vice Chairman shall have the following duties and powers:

- (a) To assist, advise and consult with the Chairman as to the management of the day-to-day affairs of District, and to carry out such management including but not limited to, the conduct, management, hiring or termination of any employees, experts, consultants or professionals;
- (b) To execute contracts, agreements or other documents to the extent authorized by the Board;
- (c) To perform any and all tasks necessary or incidental to the office of the Vice Chairman or the effective management of District, and
- (d) To perform the duties and carry out the powers of the Chairman when the Chairman is unavailable.

Secretary. The Secretary shall have the following powers and duties:

- (a) Keep the minutes for the meetings of the Board as provided by law in one or more books provided for that purpose;
- (b) Assure that all notices are properly given, in accordance with these Bylaws, the CID Act and as required by law;
- (c) Be custodian of the seal of District, if any;
- (d) When necessary, assure that the seal of District, if any, is affixed to all documents duly authorized for execution under seal on behalf of District;
- (e) Maintain the address and telephone number of each Director whose address and telephone number shall be furnished to the Secretary by such Director;
- (f) Perform all duties incidental to the office of Secretary and such other duties as may be assigned to the Secretary by the Chairman or Board; and
- (g) Exercise such other duties as are from time to time delegated by Board by resolution.

Treasurer. The Treasurer shall have the following powers and duties:

- (a) Cause all money paid to District from all sources whatsoever to be properly received;
- (b) Cause all funds of District to be deposited in such banks, trust companies or other depositories as shall be selected by the Board;
- (c) Authorize, pursuant to Board direction, all orders and checks for the payment of money and shall cause District's money to be paid out as directed by the Board;
- (d) Assure that regular books of accounts are kept showing receipts and expenditures, and render to Board, at each regular meeting (or more often when requested) an account of District's transactions and also of the financial condition of District;
- (e) Perform all duties incidental to the office of Treasurer and such other duties as may be assigned to the Treasurer by the Chairman or Board; and
- (f) If required by the Board, the Treasurer shall give bond for the faithful discharge of his duties in such sum and with such surety or sureties as Board shall determine. The costs, if any, of such bonds shall be paid by District.

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

4.8 Compensation. No officer who is a member of the Board shall receive any salary or other compensation for services rendered unless the same shall first be set by Board and is in accordance with CID Act or any other applicable law, provided that officers may be reimbursed for reimbursable and necessary expenses incurred on behalf of District.

4.9 Employees and Independent Contractors. District may employ, or contract with any service provider for the services of technical experts and such other officers, agents and employees, permanent and temporary, as District may require, and shall determine their qualifications and duties and, if they are employees of District, their compensation. For such legal services as it may require, District may retain its own counsel. District may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

4.10 Executive Director. District may engage an Executive Director to serve as agent of District to carry out and administer all administrative and contractual obligations of District, including but not limited to, preparing and submitting the annual report pursuant to the CID Act and executing all other day-to-day functions of the District. An Executive Director may serve with or without compensation as the Board may determine, provided that the Executive Director shall be reimbursed for all reasonable and necessary expenses it claims.

#### **Article V: Contracts, Checks and Deposits**

5.1 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 District, and such District may be general or confined to specific instances.

5.2 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the District shall require one signature, such signature being that of the Chairman, the Vice Chairman, the Secretary or the Treasurer, or such other officers, agent or agents of District as shall from time to time be determined by resolution of the Board.

5.3 Deposits. All funds of District not otherwise employed shall be deposited from time to time to the credit of District in such bank, trust companies or other depositories as the Board may select.

#### **Article VI: Fiscal Year**

District's fiscal year shall correspond with the City, which as of adoption of these Bylaws, is May 1–April 30.

#### **Article VII: Waiver of Notice**

Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, waiver thereof in writing signed by person(s) entitled to such notice, whether before or after the times stated therein, shall be deemed equivalent to giving of such notice. Furthermore, attendance at any meeting shall be deemed equivalent to giving of such notice.

#### **Article VIII: Committees**

The Board may from time to time establish such committees and confer upon them such powers as it deems expedient for the conduct of District's business. The Board may similarly provide that the members of such committees need not all be members of the Board.

#### **Article IX: Amendments**

From time to time these Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board provided that no alteration, amendment, or change shall be made without the affirmative vote of a majority of the total number of Directors voting.

#### **Article X: Annual Report and Audit**

The Board shall prepare and file annual reports as required by CID Act or any other applicable law and shall provide for the annual independent audits of the accounts of District as may be required by law or as it otherwise deems necessary.

#### **Article XI: Indemnification**

Each person (and heirs and legal representatives of such person) who serves or has served as a Director, officer or employee of the District shall be indemnified by District against all liability and reasonable expense, including but not limited to, attorneys' fees and disbursements and amounts of judgment, fines or penalties, incurred by or imposed upon him/her in connection with any claim, action, suit or proceeding, actual or threatened, whether civil, criminal, administrative or investigative, and appeals in which he/she may become involved as a party or otherwise by reason of acts or omissions in his/her capacity as and while a Director, officer or employee of District, provided that such person is wholly successful with respect thereto, unless the Board of Directors of District, in its discretion, shall determine that such persons did not meet the standard of conduct required by these Bylaws. The term "wholly successful" shall mean termination of any claim, action, suit or proceedings against such person without any finding of liability or guilt against him/her and without any settlement by payment, promise or undertaking by or for such person or the expiration of a reasonable period of time after the making of any claim or threat without action, suit or proceeding having been brought and without any settlement by payment, promise or undertaking by or for such person. The standard of conduct required shall be that such person acted in good faith for a purpose which he/she reasonably believed to be in the best interest of District, and that he/she, in addition, in any criminal action or proceeding, had no reasonable cause to believe his/her conduct to be unlawful. Should indemnification be required under these Bylaws with respect to any claim, action, suit or other proceeding where the person seeking indemnification has not been wholly successful, such indemnification may be made only upon the prior determination by a resolution of a majority of those members of the Board who are not involved in the claim, action, suit or other proceeding, that such person met the standard of conduct required, or, in the discretion of the Board, upon the prior determination by non-employee legal counsel, in written opinion, that such person has met such standard and, where a settlement is involved, that the amount of the settlement is reasonable. Indemnification under these Bylaws shall not include any amount payable by such person to District in satisfaction of any judgment or settlement, and indemnification shall be reduced by the amount of any such judgment or settlement. The termination of any claim, action, suit, or other proceeding, by judgment, order, settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not of itself create a presumption that such person did not meet the standard of conduct required. Expenses incurred which are subject to indemnification may be advanced by District prior to final disposition of the claim, action, suit or other proceeding upon receipt of any undertaking acceptable to the District by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he/she is entitled to indemnification. The right of indemnification shall be in addition to other rights to which those to be indemnified may otherwise be entitled by agreement, operation of law or otherwise and shall be available whether or not the claim asserted against such person is based upon matters which antedate the adoption of these Bylaws. If any word, clause or provision of these Bylaws or any indemnification made under these Bylaws shall for any reason be determined to be invalid, the other provisions of these Bylaws shall not be affected but shall remain in full force and effect.

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