

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

SECTION I

DATE OF REPORT SUBMITTAL: 8/28/25; REVISED SUBMITTED 9/9/25

DISTRICT POINT OF CONTACT NAME: Patricia R. Jensen

POINT OF CONTACT PHONE AND EMAIL: 816-753-9200; pjensen@rousepc.com

SECTION II

CURRENT BOARD MEMBERS, CONTACT INFORMATION, AND TERM DATES

NAME	EMAIL	TERM START DATE	TERM END DATE
Shawn Choudry	Shawnchoudry1@gmail.com	1/21/2021	1/21/2025
Michael Meier	mmeier@aristocrat-realty.com	1/21/2021	1/21/2025
Dick Page	dickpage@icloud.com	1/27/2025	1/27/2029
Brian Drummond	Xcorp.brian@gmail.com	1/27/2025	1/27/2029
Nash Muhammad	nash@applemrt.com	1/27/2025 (fulfill unexpired term)	1/21/2025

CID successor elections have been based on end of year; Directors continue to serve until his/her successor is elected and qualified

SECTION III

SERVICES PROVIDED DURING THE CURRENT FISCAL YEAR

Provide revenue to be used to reimburse/finance costs associated with CID's improvements set forth in the formation petition. Infrastructure and interior improvements completed prior to Ord. 210565.

SECTION IV

DATE PROPOSED BUDGET WAS SUBMITTED: 1/27/25

DATE ANNUAL BUDGET WAS ADOPTED: 1/27/25

DATE ANNUAL REPORT WAS SUBMITTED: 8/27/24

SECTION V

RESOLUTIONS APPROVED DURING FISCAL YEAR (ATTACH COPIES)

2025-01	Budget FY May 1 2025 – April 30 2025
2025-02	Cooperative Agreement with KCMO

BOARD RESOLUTIONS: ATTACHED X NONE APPROVED
CID BYLAW AMENDMENTS: ATTACHED NONE APPROVED X

SECTION VI

REVENUE AND EXPENSES

BALANCE FROM PRIOR YR	36,962	
REVENUE		
Sales/Use Tax Collections	29,562	
TOTAL REVENUE	29,562	
EXPENSES		
Public Infrastructure Improvements	48,116	
Interior Improvements		
Exterior Improvements		
Services		
Other Expenses (Insurance; Legal; KCMO)	6,090	
TOTAL EXPENSES	54,206	
BALANCE FROM PRIOR YR	36,962	
TOTAL REVENUE	29,562	
LESS TOTAL EXPENSES	54,206	
BALANCE	12,318	

RELEVANT AGENCY CONTACT: MODED: reddevelopment@ded.mo.gov; City Clerk: clerk@kcmo.org

TIFFANY LANDING COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION NO. 2025:02

**APPROVE COOPERATIVE AGREEMENT BETWEEN TIFFANY LANDING CID
AND CITY OF KANSAS CITY, MISSOURI**

Adopted January 27, 2025

WHEREAS, by Ordinance No. 150433, adopted June 11, 2015, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, the City Council of the City of Kansas City, MO ("City") approved a Petition for Establishment of the **Tiffany Landing Community Improvement District** to create the **Tiffany Landing Community Improvement District** ("District"); and

WHEREAS, pursuant to Section 74-302(e) of City's Code of Ordinances, the District is required to enter into a Cooperative Agreement with City setting forth the District's rights and obligations with respect to District operations and funding the District's improvements and services.

THEREFORE, BE IT RESOLVED, that the Cooperative Agreement in substantially the form attached as Exhibit A is hereby approved; and

RESOLVED FURTHER, that the appropriate officers are authorized and directed to execute and deliver the Cooperative Agreement, for and on behalf of the 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 the District shall be conclusive evidence of such officer's approval thereof.

APPROVED:


Shawn Choudry, Chairman

COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT

THIS COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT (the "Agreement") entered into as of this 27th day of January 2025 (the "Effective Date"), by and between the **CITY OF KANSAS CITY, MISSOURI** (the "City"), and the **TIFFANY LANDING COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "District") (City and District are each a "party" and are together the "parties").

Recitals

- A. The City Council of Kansas City, Missouri (the "City Council") did on June 11, 2015 passed Ordinance No. 150433 (the "Ordinance") which approved District (the "Petition").
- B. The Petition sets forth the purposes, powers, and priorities of District.
- C. Ordinance and Section 74-302(e) of the City's Code of Ordinances (the "Code") require the District to enter into a cooperative agreement with the City addressing District requirements in the Code and the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended (the "CID Act").
- D. The District is required to have a fiscal year for purposes of maintaining financial records which pursuant to law must be the same as fiscal year of City, which runs from May 1 through April 30 of each year (the "Fiscal Year").
- E. The City is authorized in accordance with Section 74-304 of Code and Section 67.1471, RSMo, of CID Act to review District's annual budget.

Agreement

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 REPRESENTATIONS OF THE PARTIES

2.1 Representations by the District. The District represents to the City 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 "Board") the District has been duly authorized to execute and deliver this Agreement acting by and through its duly authorized officers.
- C. There is no litigation or proceeding pending or threatened against 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.

2.2 Representations by the City. The City represents to the District 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. There is no litigation or proceeding pending or threatened against the City affect 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 3
OBLIGATIONS OF THE DISTRICT**

3.1 Submission of Annual Budget and Annual Report by the 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 and priorities of the District as set forth in the Petition and sets forth expected expenditures, revenues, and rates of assessments and taxes, including a detailed breakdown of the District revenue to be used toward public infrastructure improvements, exterior improvements, interior improvements, and other improvements and services in such a manner as may be provided by law. The Budget shall be submitted to the City Clerk for submission to the Mayor and the City Council for review and comment not less than ninety (90) days prior to the first day of the upcoming Fiscal Year. Not later than thirty (30) days prior to the first day of the upcoming Fiscal Year, the Board shall adopt a Budget. If the Board fails to adopt a Budget by such time, 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.
- B. The District shall if requested by the City provide in written form or testimony information as to how the Budget is consistent with the purposes of the District.

- C. The District shall prepare and submit to the City Clerk an annual report (the "Annual Report") within 120 days after the end of the then Fiscal Year stating the services provided, revenues collected, and expenditures made by the District during the Fiscal Year including a detailed breakdown of the District revenue used toward public infrastructure improvements, exterior improvements, interior improvements, and other improvements and services, and copies of all written resolutions approved by the Board during the Fiscal Year. The Annual Report shall also include the name and contact information of each current Board member to be entered into City's electronic database.
- D. 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 Petition.
- E. The District shall pay any fines issued by the City for an untimely filed Budget or Annual Report pursuant to Section 74-305(b) of the Code as may be amended.

3.2 Reimbursement of the City.

- A. Within thirty (30) days of the receipt of an invoice from the City the District shall reimburse the City for the reasonable and actual expenses incurred by City in approval of District and review of the Budget and the Annual Report (the "First Reimbursement"). The First Reimbursement amount shall be determined by the City and shall be no less than \$1,000.00 nor exceed \$1,500.00.
- B. In each subsequent year after the First Reimbursement and until the District is no longer in existence within 30 days of the receipt of an invoice from the City the District shall reimburse the City for the reasonable and actual expenses incurred by the City in review of the Budget and the Annual Report. The invoice amount shall be determined by the City and shall be no less than \$500.00 not exceed \$1,000.00.
- C. If the District amends its Petition within 30 days of the receipt of an invoice from the City the District shall reimburse the City for the reasonable and actual expenses incurred by the City in approval of the amended petition and review of the Budget and the Annual Report. The invoice amount shall be determined by the City and shall be no less than \$750.00 nor exceed \$1,250.00.

3.3 City Audit.

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

ARTICLE 4 DEFAULTS AND REMEDIES

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

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

ARTICLE 5 MISCELLANEOUS

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

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

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

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

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

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

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

CITY OF KANSAS CITY, MISSOURI

By: _____

Name: _____

Its: _____

Approved as to form:

Eluard Alegre
Associate City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

**TIFFANY LANDING COMMUNITY
IMPROVEMENT DISTRICT**

By: _____

Name: SHAWN CHOUDRY

Its: CHAIRMAN

TIFFANY LANDING COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION NO. 2025:01

Approve Annual Budget for FY May 1, 2025 – April 30, 2026

Adopted January 27, 2025

WHEREAS, in conformance with its obligations and powers pursuant to RSMo §§67.1401 et seq., the District desires to approve its annual budget for fiscal year May 1, 2025 - April 30, 2026;

THEREFORE, BE IT RESOLVED THAT:

1. The proposed annual budget for fiscal year May 1, 2025-April 30, 2026, in substantially the form attached hereto, is approved.
2. Counsel is directed to submit the proposed Budget to the City of Kansas City, MO ("City") and the State Auditor.
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:


Shawn Choudry, Chairman

**TIFFANY LANDING
COMMUNITY IMPROVEMENT DISTRICT**

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

TIFFANY LANDING COMMUNITY IMPROVEMENT DISTRICT

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

BUDGET MESSAGE

The Tiffany Landing Community Improvement District ("District") was declared established by Ordinance No. 150433 of the City Council of Kansas City, Missouri on June 11, 2015. 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 June 25, 2015, the District's Board of Directors passed Resolution No. 2015:03 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 began in January 2016.

The District has entered into a Reimbursement Agreement with Global Tiffany Investments LLC, 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 LANDING COMMUNITY IMPROVEMENT DISTRICT

PROPOSED BUDGET FISCAL YEAR MAY 1, 2025 - APRIL 30, 2026

	Proposed Budget				Previously Approved Budget	Actual (unaudited)	Actual (unaudited)
	Operating Fund Budget	Debt Service Budget	Project Funds Budget	Fiscal Year Ending April 30, 2026	Fiscal Year Ending April 30, 2025	Fiscal Year Ending April 30, 2024	Fiscal Year Ending April 30, 2023
REVENUES:							
Debt Service Funds:							
* Advances from developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Funds:							
CID Sales and Use Tax Revenues	-	30,000	-	30,000	30,000	30,267	28,088
TOTAL REVENUES	-	30,000	-	30,000	30,000	30,267	28,088
EXPENDITURES:							
Project expenditures:							
* CID public improvements	-	-	-	-	-	-	-
Repayment of debt on advances							
** (including accrued interest)	-	21,800	-	21,800	22,000	-	20,000
Operating expenditures:							
Accounting fees	3,000	-	-	3,000	3,000	2,987	2,440
Bank service charges	-	-	-	-	-	-	24
Legal fees	4,000	-	-	4,000	4,000	140	10,012
Insurance costs	1,200	-	-	1,200	1,000	1,200	1,200
Professional fees	-	-	-	-	-	1,300	-
TOTAL EXPENDITURES	8,200	21,800	-	30,000	30,000	5,627	33,676
TRANSFERS TO/(FROM) OTHER FUNDS	8,200	(8,200)	-	-	-	-	-
EXCESS OF REVENUES OVER EXPENDITURES AND TRANSFERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,640	\$ (5,588)

* \$895,770 in CID public improvement costs were certified by the CID Board on 12/21/2018 to be repaid to the developer.

** The repayment of debt on developer advances has been applied to interest/principal pursuant to the Reimbursement Agreement.

**TIFFANY LANDING
COMMUNITY IMPROVEMENT DISTRICT**

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

BUDGET SUMMARY

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

TIFFANY LANDING COMMUNITY IMPROVEMENT DISTRICT BYLAWS

Article I: Defined Terms

Section 1.1District. The Tiffany Landing 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 by Ordinance No. 150433 passed on June 11, 2015.

Section 1.2Board. The Board of Directors of the District, which is the governing body of the District.

Section 1.3City. The City of Kansas City, Missouri.

Section 1.4Director. Members of the Board of Directors individually or collectively as the context may provide.

Section 1.5CID Act. Sections 67.1401 to 67.1571, RSMo.

Section 1.6Initial Directors. The initial Directors set forth in City's Ordinance No. 150433.

Section 1.7Operator. An owner of a business operating within the District or a legally authorized representative of such owner.

Section 1.8Owner. An owner of real property within the District or a legally authorized representative of such owner.

Section 1.9Petition. That certain Petition to Establish the Tiffany Landing Community Improvement District, as approved by the City through passage of Ordinance No. 150433.

Section 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.

Section 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

Section 2.1Principal Office. The principal office of the District shall be located at 4510 Belleview, Suite 300, Kansas City, Missouri 64111 or at such place or places as may be designated by the Board.

Section 2.2Records. The District shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of the Board. The District shall keep at its principal office a record of the name and address of each Director.

Article III: Board of Directors

Section 3.1General Powers. The business and affairs of the 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. 150433.

Section 3.2Number. The Board shall consist of five (5) Directors.

Section 3.3Qualifications. Each Director shall meet the following requirements:

A. Be at least 18 years of age; and

B. Be and must declare to be either (i) an owner of real property within the District ("Owner") or the authorized representative of an owner of real property within the District ("Owner Representative"). All Owner Representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

Section 3.4Terms. The initial Directors named in the Petition shall serve for the terms set out opposite their names or until their successor is elected or appointed in accordance with the Petition and the CID Act, whichever occurs later, and their successors shall serve for four-year terms or until their successor is elected or appointed in accordance with the Petition, whichever occurs later. In the event for any reason a Director is not able to serve his or her full term ("Exiting Director"), any vacancy to the Board shall be filled by the appointment of a director ("Interim Director") as provided in the CID Act.

Section 3.5Successor Directors. Successor Directors, whether to serve a new term or to fill a vacancy on the Board not filled by an Interim Director, shall be appointed as provided in the Petition.

Section 3.6Regular 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 during the month of February and 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.

Section 3.7Special 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 3.6.

Section 3.8Notices.

A. Notice to Directors.

(1) 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.

(2) Special Meetings. Notice of a special meeting shall be delivered personally, by mail, by electronic mail, or by fax to each Director at least two (2) days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the notice; however, if all of the 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 the United States mail, addressed to the Director at the address on the records of the 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, 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.

B. 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.

Section 3.9Special 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.

Section 3.10 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.

Section 3.11 Action. The concurrence of the majority of the Directors present in any meeting at which a quorum is present shall bind the District.

Section 3.12 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.

Section 3.13 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, the Director so abstaining or voting nay may be identified in the minutes of such meeting.

Section 3.14 Compensation. No Director shall receive compensation from the District for any services performed; provided, however, upon approval of the Board, Directors may receive reimbursement of actual and necessary expenses incurred by them on behalf of the District.

Article IV: Officers

Section 4.1Officers. The officers of the District shall consist of Chairman, Vice Chairman, Secretary, Treasurer and such other offices as may from time to time be established by the Board. One or more offices may be filled by the same person.

Section 4.2Election 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.

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

Section 4.4Vacancies. 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.

Section 4.5General Powers. The officers of the 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, the Petition, by resolution of the Board or by the CID Act.

Section 4.6Presiding 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.

Section 4.7Duties of Officers.

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

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

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

- (1) To assist, advise and consult with the Chairman as to the management of the day-to-day affairs of the 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;
- (2) To execute contracts, agreements or other documents to the extent authorized by the Board;
- (3) To perform any and all tasks necessary or incidental to the office of the Vice Chairman or the effective management of the District, and
- (4) To perform the duties and carry out the powers of the Chairman when the Chairman is unavailable.

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

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

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

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

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

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

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

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

(6) 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 the Board shall determine. The costs, if any, of such bonds shall be paid by the District.

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

Section 4.8Compensation. 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 the Board and is in accordance with the CID Act or any other applicable law, provided that officers may be reimbursed for reimbursable and necessary expenses incurred on behalf of the District.

Section 4.9Employees and Independent Contractors. The 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 the District may require, and shall determine their qualifications and duties and, if they are employees of the District, their compensation. For such legal services as it may require, the District may retain its own counsel. The District may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

Section 4.10 Executive Director. The District may employ an Executive Director to serve as the agent of the District to carry out and administer all administrative and contractual obligations of the 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. The 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

Section 5.1Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District, and such District may be general or confined to specific instances.

Section 5.2Checks, 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 the District as shall from time to time be determined by resolution of the Board.

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

Article VI: Fiscal Year

The fiscal year of the District shall end on the same day as the last day of the fiscal year of the City pursuant to the CID Act. As of the execution of these Bylaws, the fiscal year of the City 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 the person or persons entitled to such notice, whether before or after the times stated therein, shall be deemed equivalent to the giving of such notice. Furthermore, attendance at any meeting shall be deemed equivalent to the 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 the 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 have prepared and file annual reports as required by the CID Act or any other applicable law, and shall provide for the annual independent audits of the accounts of the 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 the 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 the District, provided that such person is wholly successful with respect thereto, unless the Board of Directors of the District, in its discretion, shall determine that such 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 the 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 of Directors who are not involved in the claim, action, suit or other proceeding, that such person met the standard of conduct required, or, in the discretion of the Board of Directors, upon the prior determination by non-employee legal counsel, in written opinion, that such person has met such standard and, where a settlement is involved, that the amount of the settlement is reasonable. Indemnification under these Bylaws shall not include any amount payable by such person to the District in satisfaction of any judgment or settlement, and indemnification shall be reduced by the amount of any such judgment or settlement. The termination of any claim, action, suit or other proceeding, by judgment, order, settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not of itself create a presumption that such person did not meet the standard of conduct required. Expenses incurred which are subject to indemnification may be advanced by the District prior to final disposition of the claim, action, suit or other proceeding upon receipt of any undertaking acceptable to the District by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he/she is entitled to indemnification. The right of indemnification shall be in addition to other rights to which those to be indemnified may otherwise be entitled by agreement, operation of law or otherwise and shall be available whether or not the claim asserted against such person is based upon matters which antedate the adoption of these Bylaws. If any word, clause or provision of these Bylaws or any indemnification made under these Bylaws shall for any reason be determined to be invalid, the other provisions of these Bylaws shall not be affected but shall remain in full force and effect.

**Adopted by the Board of Directors of the Tiffany Landing
Community Improvement District on June 25, 2015.**