

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, December 23, 2019

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
 - Loren Jones - Chair, Arts Commission
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Public Works (pg 9)
 - B. Parks and Recreation (pg 11)
 - C. Communications Report
 - D. Monthly Financial Report (pg 17)

7. Committee Reports.

8. Consent Agenda.

The items on the Consent Agenda are approved by a single action of the City Council. If any Councilmember would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

- A. City Council Minutes, December 9, 2019 (pg 27)
- B. TB Hanna Station House Renovation Project - Acceptance and Final Payment

Reference: - Resolution 19-68 (pg 39)

The Director of Parks and Recreation has determined that the project has been satisfactorily completed in accordance with the project specifications.

C. 155th Street Reconstruction Project - Acceptance and Final Payment

Reference: - Resolution 19-69 (pg 41)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

9. Unfinished Business. Second Reading.

A. Reclassification of Zoning - Raymore Industrial Development

Reference: - Agenda Item Information Sheet (pg 45)
- Bill 3499 (pg 47)
- Staff Report (pg 50)
- Planning and Zoning Commission minutes excerpt (pg 61)
- Memorandum of Understanding (pg 64)
- Preliminary Development Plan (pg 79)

Grant Harrison, representing VanTrust Real Estate, on behalf of property owner Good-Otis LLC, filed a request to reclassify the zoning of 136 acres located south of North Cass Parkway, east of Interstate 49, from "BP" Business Park District to "PUD" Planned Unit Development District to allow for a proposed light-industrial development.

- Planning and Zoning Commission, 10/16/18: Approved 7-0
- City Council, 11/25/19: Approved 8-0

B. Raymore Industrial Development Chapter 100 Bonds

Reference: - Agenda Item Information Sheet (pg 81)
- Bill 3501 (pg 83)
- Plan for Industrial Development Project (pg 89)
- Development and Performance Agreement (pg 121)

Grant Harrison, representing VanTrust Real Estate LLC, on behalf of property owner Good-Otis LLC, is requesting financial incentives in the form of Chapter 100 bonds to construct 1.75 million square feet of industrial space on 136 acres located south of North Cass Parkway, east of Interstate 49. Taxing jurisdictions will be given the opportunity to comment on this item.

- City Council, 11/25/19: Approved 8-0

C. The Venue of The Good Ranch Chapter 100 Bonds

Reference: - Agenda Item Information Sheet (pg 163)
- Bill 3502 (pg 165)
- Bond Purchase Agreement (pg 171)
- Engagement Letter (pg 178)
- Lease Agreement (pg 181)

- Performance Agreement (pg 224)
- Trust Indenture (pg 239)
- Closing Documents (pg 292)

Jake Loveless, representing Griffin Riley Property Group LLC, on behalf of property owner Good-Otis LLC, is requesting financial incentives in the form of Chapter 100 bonds to construct a 204-unit luxury townhome community located on the east side of Dean Avenue, north of North Cass Parkway. Taxing jurisdictions will be given the opportunity to comment on this item.

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| <ul style="list-style-type: none">• City Council, 11/25/19: Approved 8-0 |
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D. Approval of a Settlement Agreement, Temporary Access and Construction Easement

- Reference:
- Agenda Item Information Sheet (pg 339)
 - Bill 3507 (pg 341)
 - Agreement (pg 343)

Staff recommends approval of the settlement agreement with the Ashbaugh Trust as it relates to the conduit installed on the property line between Hawk Ridge Park and the Ashbaugh Trust property.

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| <ul style="list-style-type: none">• City Council, 12/09/19: Approved 8-0 |
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E. Award of Contract - MoDOT Transportation Alternatives Fund

- Reference:
- Agenda Item Information Sheet (pg 357)
 - Bill 3516 (pg 359)
 - Proposal (pg 361)

Staff recommends approval of Bill 3516 approving the Cooperative Agreement with Missouri Highways and Transportation Commission Transportation Alternatives Funds Program for Fox Ridge Drive Sidewalks.

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| <ul style="list-style-type: none">• City Council, 12/09/19: Approved 8-0 |
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F. Westgate Final Plat

- Reference:
- Agenda Item Information Sheet (pg 385)
 - Bill 3512 (pg 387)
 - Staff Report (pg 390)
 - Planning and Zoning Commission minutes (pg 398)
 - Final Plat (pg 400)

Staff is requesting approval of the Westgate Final Plat that establishes the right-of-way for Westgate Drive, previously referred to as relocated Kentucky Road.

- Planning and Zoning Commission, 12/3/2019: Approved 9-0
- City Council, 12/09/19: Approved 8-0

G. Adoption of 2018 International Building Codes

Reference: - Agenda Item Information Sheet (pg 401)
- Bill 3513 (pg 403)

Staff is requesting Council adopt the 2018 series of the International Building Codes, including local amendments recommended by the Building Code Review Committee.

- City Council, 12/09/19: Approved 8-0

H. Community Assistance Program Amendment - Johnston Lake

Reference: - Agenda Item Information Sheet (pg 473)
- Bill 3514 (pg 475)
- Agreement (pg 477)

With the improvements on Johnston Lake complete, the current Community Assistance Program (CAP) agreement with the Department of Conservation must be amended to include the new amenities.

- Parks and Recreation Board, 10/22/2019: 8-0
- City Council, 12/09/19: Approved 8-0

I. Community Assistance Program - Recreation Park Pond

Reference: - Agenda Item Information Sheet (pg 487)
- Bill 3515 (pg 489)
- Agreement (pg 491)

A Community Assistance Program agreement through the Missouri Department of Conservation that provides a general management plan including stocking, signage and providing free recreational fishing to the general public.

- Parks and Recreation Board, 10/22/2019: 8-0
- City Council, 12/09/19: Approved 8-0

J. Approval of Amended and Restated Employment Agreement - City Manager

Reference: - Agenda Item Information Sheet (pg 497)
- Bill 3504 (pg 499)
- Employment Contract (pg 501)

The City Council has proposed an amendment to the City Manager's employment contract.

- City Council, 12/09/19: Approved 8-0

K. Award of Contract - City Attorney

Reference: - Agenda Item Information Sheet (pg 513)
- Bill 3505 (pg 515)
- Contract (pg 517)

Section 3.10 (a) of the Charter provides that the City shall retain the services of an attorney or law firm to serve as City Attorney. Further, it provides, “[t]he City Attorney shall be appointed by the Mayor with the advice and consent of six out of eight members of the entire Council.” The City Attorney serves a two-year term. The term of Kapke & Willerth will expire January 31, 2020. At a work session in November, the Council expressed its desire to retain that firm’s services for another two-year term.

- City Council, 12/09/19: Approved 8-0

L. Award of Contract - City Prosecutor

Reference: - Agenda Item Information Sheet (pg 539)
- Bill 3506 (pg 541)
- Contract (pg 543)

Section 3.10 (b) of the Charter provides that the City shall have one or more Prosecuting Attorneys appointed by the Mayor with the advice and consent of six out of eight members of the entire Council. The Prosecutor serves a two-year term. The current term of the City Prosecutor will expire January 31, 2020. At a work session in November, the Council expressed its desire to retain the services of William Marshall as City Prosecutor for another two-year term.

- City Council, 12/09/19: Approved 8-0

10. New Business. First Reading.

A. Calling for the April 7, 2020 Regular Municipal Election

Reference: - Agenda Item Information Sheet (pg 557)
- Bill 3511 (pg 559)

The Raymore City Charter, Section 9.1, states that the regular Municipal Election shall be held on the first Tuesday after the first Monday in April, or such day as may be mandated by State law. This Bill calls for the next municipal election to be held on April 7, 2020. Positions for City Council seats from each Ward for a two-year term are open. Candidate filing started December 17, 2019, and ends on January 21, 2020.

B. Foxridge Business Park Final Plat

- Reference:
- Agenda Item Information Sheet (pg 561)
 - Bill 3517 (pg 563)
 - Staff Report (pg 566)
 - Development Agreement (pg 573)
 - Final Plat (pg 582)

John Brehm, representing Hy-Vee Inc. is requesting final plat approval of Foxridge Business Park, a 1-lot commercial subdivision located on the southwest corner of Foxwood Drive and Fox Ridge Drive.

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| <ul style="list-style-type: none">• Planning and Zoning Commission, 12/17/19: Approved 8-0 |
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11. Public Comments. Please identify yourself for the record and keep comments to a maximum of five minutes.

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- Planning and Zoning Commission minutes, 12/3/19 (pg 585)
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EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.

Staff Reports



PUBLIC WORKS MONTHLY REPORT

December 2019

ENGINEERING DIVISION

Projects Under Construction

- Meter Conversion
- FY 2019 Curb Replacement
- FY 2019 Street Preservation
- Dean Avenue Water Meter Vault
- Owen Good Forcemain Replacement

Projects Under Design

- Westglen Drive
- Harold Estates Sewer Extension
- Shadowood Settlement Investigation

Development Under Construction

- Heritage Hills
- Edgewater
- Meadowood
- Westbrook at Creekmoor
- Prairie View of the Good Ranch
- Brookside South Culvert and Street Improvements

Developments Under Review

- Dean Commercial Site
- Lofts at Foxridge

OPERATIONS & MAINTENANCE DIVISION

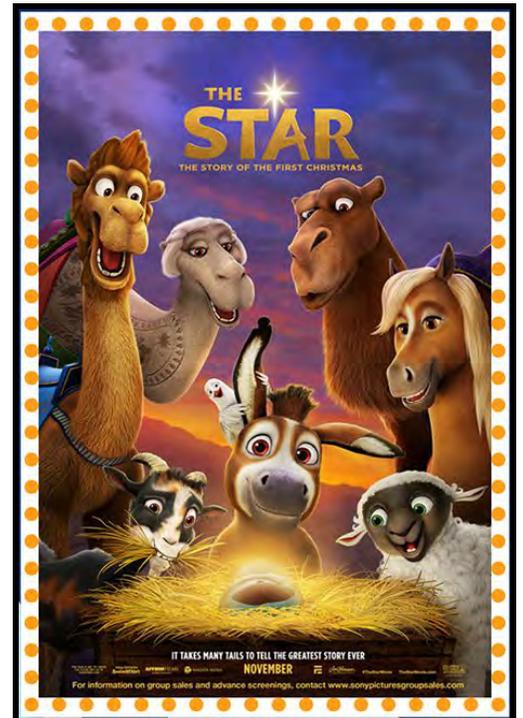
- 9 Water Taps
- 8 Sewer Inspections
- 9 Water Inspections
- 265 Line Locates
- 100 City Hall Work Orders
- 21 Driveway Approach Inspections
- 16 Sidewalk Inspections
- 16 Final ROW Inspections
- 19 Potholes Patched
- 700 Feet of Sewer Main Jetted
- 15 Feet of Curb Replaced
- 86 Service Requests Completed
- 1 Snow Event

MONTHLY REPORT

December 2019

HIGHLIGHTS

- T.B. Hanna Station was host to the annual Mayor's Christmas Tree Lighting on November 26. Parks & Recreation staff set up the park and the annual Christmas Tree Trail. The Mayor's tree and the Christmas Tree trail will be turned on throughout the Holiday Season.
- Maintenance staff continue the ice making process at The Rink located at T.B. Hanna Station. An official opening of The Rink will be announced once the ice is ready.
- Recreation staff finalized details on the upcoming Parks and Recreation Program Guide.
- Athletic Coordinator Todd Brennon hosted the recreational basketball coaches meeting. Practices began the week of December 9th. The South Metro Sports Group have completed the game schedules.
- Park Maintenance staff worked on the boardwalk project connected to the Station House at T.B. Hanna Station. The boardwalk is funded in part by a grant from the Rotary Club. Once the project is ready for completion, a work day will be scheduled with the Rotary Club to finish the work.
- A pre-construction meeting with RL Phillips and All-Inclusive Recreation was held for improvements at T.B. Hanna Station.
- Centerview has hosted several holiday parties this week.
- The RAC was host to the "Shop with a Cop" event held by Raymore Police Department.
- Interviews were held for the recreation coordinator position.
- Staff prepared for Holiday Movie Night at the RAC. The free event was held on Friday, December 13. South Metro Fire provided complimentary refreshments at the event sponsored by Renewal by Andersen!
- Open Play Futsal was held for Raymore United players. Players were invited to participate in four days of winter exercise.
- Park Maintenance staff participated in the recent snow event.
- Parks Superintendent Steve Rulo completed the application for the Tree City USA designation. Raymore has been a Tree City USA recipient since 2013.



- The Parks & Recreation Department hosted the Mayor's Coat Drive in which donations of gently used or new coats, gloves, mittens, scarves or hats for local children and adults in need were collected at any our City Facilities.

PARKS & RECREATION BOARD

1. December 10 Work Session
 - 1) The Rink at T.B. Hanna Station
 - 2) Hawk Ridge Park - Mountain Bike Trail
 - 3) Raymore United Soccer Club
2. December 24 Meeting Canceled



MDC helps Raymore improve fishing access at Johnston Lake

12/12/2019



MDC helps Raymore improve fishing access at Johnston Lake

New fishing dock and pier are among additions at the lake in Cass County

Kansas City, Mo. – The Missouri Department of Conservation (MDC) on Dec. 9 presented a \$178,000 check to the city of Raymore to help pay for recent fishing access improvements at Johnston Lake. The grant paid for 75% of construction costs for a floating fishing dock, a concrete fishing pier, a restroom, and a sidewalk.

This reimbursement was made through the federal Wildlife and Sport Fish Restoration Program, which MDC administers for the U.S. Fish and Wildlife Service. Raymore is a partner in MDC's Community Assistance Program that provides fishing, boating, and fisheries management assistance to cities and counties. For example, MDC recently stocked rainbow trout for winter fishing in Johnston Lake. The lake is in Hawk Ridge Park in northwestern Cass

County. MDC just added an addition city of Raymore lake to the Community Assistance Program, the one-acre Recreation Park Pond.

For more information about urban fishing opportunities in the Kansas City metro area, visit <https://short.mdc.mo.gov/ZPt>. To learn more about MDC's Community Assistance Program, visit <https://short.mdc.mo.gov/ZQu>.



Top photo: A new fishing dock is among the improvements MDC helped the city of Raymore make this year at Johnston Lake.

Photo by Bill Graham, Missouri Department of Conservation

Bottom photo: MDC on Dec. 9 presented the city of Raymore with \$178,000 in a reimbursement for fishing access improvements at Johnston Lake. Jake Colehour, MDC fisheries management biologist, presented the check to Nathan Musteen, Raymore Parks & Recreation director.

Photo courtesy city of Raymore

Find this and other MDC media releases in our [MDC Online Newsroom](#).



FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period November 1, 2019 to November 30, 2019.

November Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

Overall, at 8.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 6% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2020.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 7.11%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 7.02%. City sales taxes are at 6.62% while state shared gasoline and vehicle taxes are at 8.54%.
- Fees and Permit revenues collected are tracking below straight line budget at 5.16%.
- License revenues collected are tracking as expected at 1.25% of straight line budget. Occupational license revenues collected are tracking as expected. Nearly all of this revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are above straight line budget at 10.52%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.

- The Emergency Management Department is currently at 11.75% of straight line budget primarily due to the payment of the siren maintenance contract.

Parks & Recreation Fund

Revenue:

Revenues are at 4.00% of budget 8.33% of the way through the year; normal for this time of the year. Recreation revenues are expected to increase in February with the start of baseball and softball registrations. Those revenues will be followed by revenues associated with summer youth camp registrations in April, camp fees throughout the summer and flag football and volleyball in the fall. Revenue associated with the facility rental of Centerview is slightly below straight line budget at 5.04%. Staff will continue to monitor this revenue closely throughout the year. Revenue associated with the Raymore Activity Center is at 7.49% of straight line budget. This is primarily due to revenues associated with basketball signups.

Expenditures:

Both the Parks and Recreation departments are showing the same operational expenditure pattern as in years past, and are tracking normally. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 7.77% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

Enterprise Fund expenditures tracking below straight line budget but at expectations.

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,571,438.00	2,547.45	2,547.45	0.00	1,568,890.55	0.16
FRANCHISE TAXES	0.00	0.00	0.00	2,171,764.00	154,429.39	154,429.39	0.00	2,017,334.61	7.11
SALES TAXES	0.00	0.00	0.00	3,518,123.00	247,116.64	247,116.64	0.00	3,271,006.36	7.02
FEES AND PERMITS	0.00	0.00	0.00	194,779.00	10,050.40	10,050.40	0.00	184,728.60	5.16
LICENSES	0.00	0.00	0.00	133,184.00	1,670.00	1,670.00	0.00	131,514.00	1.25
MUNICIPAL COURT	0.00	0.00	0.00	326,464.00	34,354.96	34,354.96	0.00	292,109.04	10.52
MISCELLANEOUS	(8.08)	0.00	(8.08)	544,193.00	23,079.03	23,079.03	0.00	521,113.97	4.24
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,513,498.00	125,624.83	125,624.83	0.00	1,387,873.17	8.30
TOTAL NON-DEPARTMENTAL	(8.08)	0.00	(8.08)	9,973,443.00	598,872.70	598,872.70	0.00	9,374,570.30	6.00
TOTAL REVENUES	(8.08)	0.00	(8.08)	9,973,443.00	598,872.70	598,872.70	0.00	9,374,570.30	6.00
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	100,000.00	8,333.33	8,333.33	0.00	91,666.67	8.33
ADMINISTRATION	499.70	0.00	499.70	1,336,407.25	70,113.67	70,113.67	5,495.44	1,260,798.14	5.66
INFORMATION TECHNOLOGY	0.00	0.00	0.00	633,976.00	99,582.69	99,582.69	16,980.09	517,413.22	18.39
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	193,464.00	7,033.48	7,033.48	0.00	186,430.52	3.64
COMMUNITY DEVELOPMENT	22.28	0.00	22.28	690,510.00	48,385.79	48,385.79	65.08	642,059.13	7.02
ENGINEERING	121.34	0.00	121.34	421,283.00	32,998.84	32,998.84	219.31	388,064.85	7.88
STREETS	0.00	0.00	0.00	828,992.00	62,187.78	62,187.78	20,003.89	746,800.33	9.91
BUILDING & GROUNDS	5,832.79	1,200.00	4,632.79	377,956.00	15,596.41	15,596.41	3,815.06	358,544.53	5.14
STORMWATER	0.00	0.00	0.00	310,536.00	23,633.31	23,633.31	0.99	286,901.70	7.61
COURT	0.00	0.00	0.00	139,454.00	9,914.25	9,914.25	1,200.00	128,339.75	7.97
FINANCE	0.00	0.00	0.00	632,057.00	42,604.29	42,604.29	4,660.32	584,792.39	7.48
COMMUNICATIONS	0.00	0.00	0.00	186,021.00	6,747.41	6,747.41	500.00	178,773.59	3.90
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	0.00	0.00	2,000.00	22,400.00	8.20
POLICE	1,851.00	1,999.00	(148.00)	3,929,782.00	269,199.90	269,199.90	5,516.26	3,655,065.84	6.99
EMERGENCY MANAGEMENT	0.00	0.00	0.00	135,804.75	15,167.01	15,167.01	787.88	119,849.86	11.75
TOTAL EXPENDITURES	8,327.11	3,199.00	5,128.11	9,940,643.00	711,498.16	711,498.16	61,244.32	9,167,900.52	7.77
REVENUES OVER/(UNDER) EXPENDITURES	(8,335.19)	3,199.00	(5,136.19)	32,800.00	(112,625.46)	(112,625.46)	(61,244.32)	206,669.78	530.09-

25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	420,565.00	685.66	685.66	0.00	419,879.34	0.16
MISCELLANEOUS	0.00	0.00	0.00	23,641.00	393.75	393.75	0.00	23,247.25	1.67
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,790.00	0.00	0.00	0.00	6,790.00	0.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	475,000.00	39,583.33	39,583.33	0.00	435,416.67	8.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	925,996.00	40,662.74	40,662.74	0.00	885,333.26	4.39
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	67,500.00	31.50	31.50	0.00	67,468.50	0.05
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00	0.00	0.00	0.00	32,900.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	229,950.00	2,098.60	2,098.60	0.00	227,851.40	0.91
TOTAL RECREATION DIVISION	0.00	0.00	0.00	330,350.00	2,130.10	2,130.10	0.00	328,219.90	0.64
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	3,131.25	3,131.25	0.00	58,993.75	5.04
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	120.00	120.00	(70.00)	6,550.00	0.76
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	3,251.25	3,251.25	(70.00)	65,543.75	4.63
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	3,000.00	160.00	160.00	0.00	2,840.00	5.33
CONCESSION REVENUE	0.00	0.00	0.00	6,000.00	80.00	80.00	0.00	5,920.00	1.33
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,875.00	150.00	150.00	0.00	9,725.00	1.52
PROGRAM REVENUE	0.00	0.00	0.00	181,475.00	14,870.25	14,870.25	(250.00)	166,854.75	8.06
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	200,350.00	15,260.25	15,260.25	(250.00)	185,339.75	7.49
TOTAL REVENUES	0.00	0.00	0.00	1,525,421.00	61,304.34	61,304.34	(320.00)	1,464,436.66	4.00
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	829,114.50	46,419.07	46,419.07	2,588.82	780,106.61	5.91
RECREATION DIVISION	0.00	0.00	0.00	365,815.50	15,406.09	15,406.09	104.85	350,304.56	4.24
CENTERVIEW	182.79	0.00	182.79	90,963.00	2,214.28	2,214.28	135.00	88,613.72	2.58
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	234,976.50	2,707.11	2,707.11	1,532.00	230,737.39	1.80
TOTAL EXPENDITURES	182.79	0.00	182.79	1,520,869.50	66,746.55	66,746.55	4,360.67	1,449,762.28	4.68
REVENUES OVER/(UNDER) EXPENDITURES	(182.79)	0.00	(182.79)	4,551.50	(5,442.21)	(5,442.21)	(4,680.67)	14,674.38	222.41-

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	63,945.00	2,593.24	2,593.24	0.00	61,351.76	4.06
UTILITY REVENUE	0.00	0.00	0.00	8,986,687.00	700,508.77	700,508.77	0.00	8,286,178.23	7.79
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,050,632.00	703,102.01	703,102.01	0.00	8,347,529.99	7.77
<u>DEBT SERVICE</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	34.73	34.73	0.00	(34.73)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	34.73	34.73	0.00	(34.73)	0.00
TOTAL REVENUES	0.00	0.00	0.00	9,050,632.00	703,136.74	703,136.74	0.00	8,347,495.26	7.77
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	50,000.00	0.00	550,000.00	8.33
WATER	5,032.50	40,667.58 (	35,635.08)	3,294,715.96	129,078.86	129,078.86	10,698.97	3,154,938.13	4.24
SEWER	35,034.20	0.00	35,034.20	3,451,768.50 (	36,248.35(	36,248.35)	31,289.12	3,456,727.73	0.14-
SOLID WASTE	0.00	0.00	0.00	1,818,416.00	0.00	0.00	0.00	1,818,416.00	0.00
TOTAL EXPENDITURES	40,066.70	40,667.58 (	600.88)	9,164,900.46	142,830.51	142,830.51	41,988.09	8,980,081.86	2.02
REVENUES OVER/(UNDER) EXPENDITURES	(40,066.70)	40,667.58	600.88 (	114,268.46)	560,306.23	560,306.23 (	41,988.09)	(632,586.60)	453.60-

Investment Monthly Report

Investments Held at 11/30/2019

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
11/21/18	900320	CBR	CD		12/06/19	2,000,000.00	2,000,000.00	2.7000	2,000,000.00
12/07/18		NASB	CD		12/09/19	2,500,000.00	2,500,000.00	2.8000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,108,729.69	2,108,729.69	2.4100	2,108,729.69
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,009,766.11	1,009,766.11	2.4100	1,009,766.11
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,095,635.13	1,095,635.13	2.4100	1,095,635.13
05/03/19	900656	CBR	CD		05/03/20	2,000,000.00	2,000,000.00	2.3100	2,000,000.00
08/26/19	934746	NASB	CD		08/25/20	2,000,000.00	2,000,000.00	2.0000	2,000,000.00
08/14/19	901032	CBR	CD	Fund 50	08/14/20	687,643.55	687,643.55	1.7500	687,643.55
09/12/19	937641	NASB	CD		09/11/20	2,000,000.00	2,000,000.00	1.9500	2,000,000.00

Investment Total

15,401,774.48 15,401,774.48

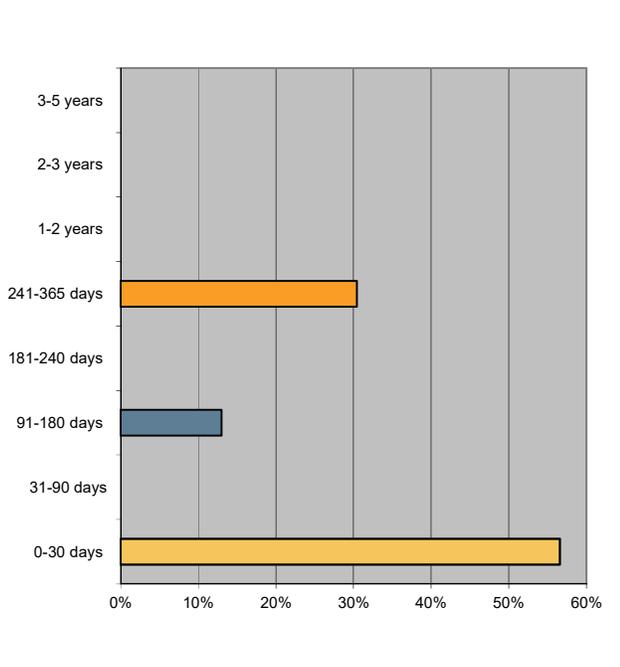
15,401,774.48

*Market value listed above is the value of the investment at month end

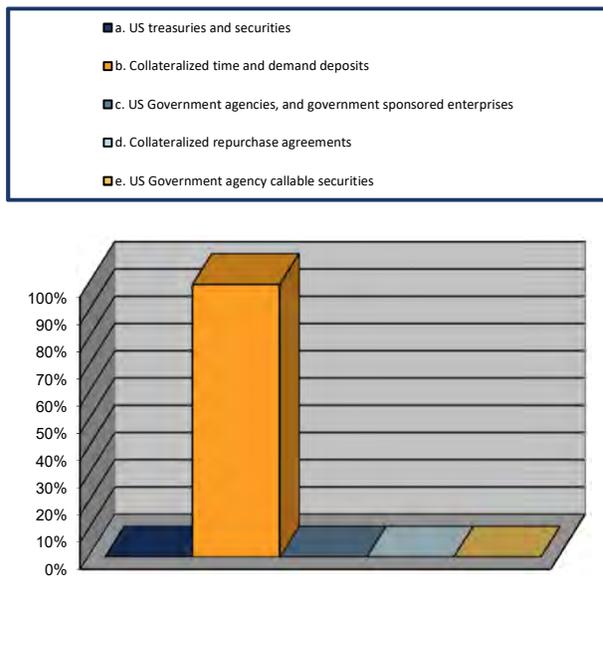
Average Annual Rate of Return: **2.1023**

** Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
Average Rate of Return on Maturities:									

November Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$456.87	\$0.00	9/30/20
State & Community Hwy. Safety Grant - HMV (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	9/30/20
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$0.00	\$0.00	As Project is Complete
Emergency Management:					
Emergency Mgmt. Performance Grant - 2019 (Jan. - Dec. 2019)	FEMA	\$54,788.31 (50% match)	\$35,083.83	\$35,083.83	12/31/19
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
State & Community Hwy. Safety Grant - DWI (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$6,207.17	\$6,207.17	9/30/19

November Grant Summary

State & Community Hwy. Safety Grant - HMV (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$5,500.00 (no match)	\$5,334.78	\$5,334.78	9/30/19
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, DECEMBER 9, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK JEANIE WOERNER.

1. Call To Order. Mayor Turnbow called the regular meeting to order at 7:00 p.m.

2. Roll Call. City Clerk Jeanie Woerner called roll; quorum present to conduct business.

3. Pledge of Allegiance.

4. Presentations/Awards.

- Mayor Turnbow presented a proclamation to Communication Officer Jackie Lightle recognizing her life saving efforts related to a recent event.
- Jake Colehour, Fisheries Management Biologist with the Missouri Department of Conservation, presented a \$178,000 check to Parks and Recreation Director Nathan Musteen for a reimbursement grant for Hawk Ridge Park projects.

5. Personal Appearances.

6. Staff Reports.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet and reviewed agenda items for the December 17 Planning and Zoning Commission.

Emergency Management Director Ryan Murdock provided information on the City's mobile command vehicle. He stated the City recently received a successful audit on program and grant compliance from the State Emergency Management Agency. He answered general questions from Council.

Assistant City Manager Mike Ekey announced agenda items for the December 16 City Council work session.

7. Committee Reports.

8. Consent Agenda.

A. City Council Minutes, November 25, 2019

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the Consent Agenda as presented.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

9. Unfinished Business. Second Readings.

A. Edgewater at Creekmoor Seventh Plat

BILL 3503: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE EDGEWATER AT CREEKMOOR SEVENTH PLAT LOTS 219 THROUGH 229 AND TRACTS I AND J, LOCATED IN SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the second reading of Bill 3503 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3503 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

Mayor Turnbow announced the motion carried and declared Bill 3503 as **Raymore City Ordinance 2019-078.**

B. Recodification of the Raymore Municipal Code of Ordinances

BILL 3500: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ADOPTING AND ENACTING A REVISED CODE OF ORDINANCES AND PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS EXPRESSLY PROVIDED."

City Clerk Jeanie Woerner conducted the second reading of Bill 3500 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3500 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3500 as **Raymore City Ordinance 2019-079.**

C. MARC Household Hazardous Waste Agreement

BILL 3491: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT, RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM."

City Clerk Jeanie Woerner conducted the second reading of Bill 3491 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3491 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3491 as **Raymore City Ordinance 2019-080.**

D. Recreation Park Playground Replacement - GameTime Play Equipment

BILL 3510: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN AGREEMENT TO PURCHASE AND INSTALL PLAYGROUND EQUIPMENT AT RECREATION PARK WITH GAMETIME C/O CUNNINGHAM RECREATION."

City Clerk Jeanie Woerner conducted the second reading of Bill 3510 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3510 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3510 as **Raymore City Ordinance 2019-081**.

10. New Business. First Readings.

A. Approval of a Settlement Agreement, Temporary Access and Construction Easement

BILL 3507: "AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN FRED AND SUSAN ASHBAUGH, TRUSTEES OF THE FRED ASHBAUGH AND SUSAN ASHBAUGH REVOCABLE LIVING TRUST DATED AUGUST 22, 1996, AND THE CITY OF RAYMORE, AND ALSO AUTHORIZING THE EXECUTION OF A BILL OF SALE AND TEMPORARY ACCESS AND CONSTRUCTION EASEMENT PURSUANT TO THE TERMS OF SAID SETTLEMENT AGREEMENT."

City Clerk Jeanie Woerner conducted the first reading of Bill 3507 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. During construction at Hawk Ridge Park, the City's contractor installed and buried conduit on the property owned by Fred and Susan Ashbaugh in error. This error and the parking of construction vehicles on the property caused damage to ground surfaces. After notification, the City immediately began settlement negotiations for resolution with the

property owners. Staff recommends approval of the negotiated settlement agreement with the Ashbaugh Trust. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3507 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

B. Award of Contract - MoDOT Transportation Alternatives Fund

BILL 3516: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE PURPOSE OF MAKING SIDEWALK IMPROVEMENTS TO FOXRIDGE DRIVE."

City Clerk Jeanie Woerner conducted the first reading of Bill 3516 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. The City has been awarded \$150,000 from the Missouri Department of Transportation's (MODOT) transportation alternatives program for sidewalk construction from Drake Lane to Creekmoor Drive along Foxridge Drive.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3516 by title only.

DISCUSSION: Councilmember Abdelgawad asked for more information on this project because this is not the City's typical manner of installing sidewalk.

Mr. Krass stated this sidewalk is not included in the City's sidewalk program. The school district has increased pedestrian traffic in this area which prompted staff to apply for a safe routes to school grant through MODOT towards the construction costs of \$180,000 for the installation of sidewalk.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye

Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

C. Amending the Schedule of Fees

RESOLUTION 19-67: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE SCHEDULE OF FEES."

City Clerk Jeanie Woerner conducted the reading of Resolution 19-67 by title only.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. During the process of staff's review of the City Code, certain fees were identified that either needed to be removed from the Code and added to the Schedule of Fees or certain fees that need to be removed from the Schedule of Fees. Those fees are identified in the Schedule of Fees provided in the Council packet.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 19-67 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

D. Westgate Final Plat

BILL 3512: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE WESTGATE PLAT LOTS 1 THRU 4, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3512 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Staff has filed this request for the final plat approval for Westgate that establishes right of way for Westgate Drive. This road segment project was included in the 2016 General Obligation Bond to connect Kentucky Road to the traffic signal on 58 Highway at the entrance to the Raymore Galleria shopping center. The Planning and

Zoning Commission voted 9-0 at their December 3, 2019 meeting to accept the staff proposed findings of fact and forward with the recommendation of approval. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3512 by title only.

DISCUSSION: Councilmember Holman noted this is a project he has supported for several years to increase traffic safety in the area.

Councilmembers Barber and Circo stated their support.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

E. Adoption of 2018 International Building Codes

BILL 3513: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ADOPTING AND ENACTING A REVISED CHAPTER 500: BUILDING REGULATIONS OF THE RAYMORE CITY CODE."

City Clerk Jeanie Woerner conducted the first reading of Bill 3513 by title only.

Development Services Director Jim Cadoret provided an overview of the staff report included in the Council packet. This item was the discussion of a recent work session. Building construction activity within the City is currently governed by the 2012 series of the International Building Codes. While the International Codes are updated every three years, Raymore, like most Kansas City area communities, only adopts the new code series every six years. The Building Official established a committee to assist in reviewing the 2018 International Building Code and those recommendations were discussed with Council during a recent work session. He answered general questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3513 by title only.

DISCUSSION: Councilmember Holman stated he voiced concerns during discussions at the work session, but has since had questions answered.

Councilmember Barber commended staff for developing the committee for review and bringing forth these changes.

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

F. Community Assistance Program Amendment - Johnston Lake

BILL 3514: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE COMMUNITY ASSISTANCE PROGRAM AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION FOR JOHNSTON LAKE."

City Clerk Jeanie Woerner conducted the first reading of Bill 3514 by title only.

Parks and Recreation Director Nathan Musteen provided an overview of the staff report included in the Council packet. Beginning in 2016, the City adopted this agreement with the Missouri Department of Conservation. At that time, the agreement included a cost share for improvements at Hawk Ridge Park. This amendment outlines the responsibilities for the care of the new facilities.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3514 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Jacobson Aye
Councilmember Townsend Aye

G. Community Assistance Program - Recreation Park Pond

BILL 3515: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO A COMMUNITY ASSISTANCE PROGRAM AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION FOR RECREATION PARK POND."

City Clerk Jeanie Woerner conducted the first reading of Bill 3515 by title only.

Parks and Recreation Director Nathan Musteen provided an overview of the staff report included in the Council packet. Included in the 2019 Capital Improvement Program, improvements were made to the pond at Recreation Park. This 25 year agreement with the Missouri Department of Conversation, provides the City with a management plan and benefits included an annual stocking of fish in the pond.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3515 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

H. Approval of Amended and Restated Employment Agreement - City Manager

BILL 3504: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN EXTENDED AND AMENDED EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR SERVICE AS THE CITY MANAGER."

City Clerk Jeanie Woerner conducted the first reading of Bill 3504 by title only.

City Attorney Jonathan Zerr provided an overview of the staff report included in the Council packet. The Council, in recent executive sessions, has been under negotiations with the City Manager for an amended and restated employment agreement. The proposed amendment is now before Council for approval.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3504 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye

Councilmember Townsend Aye

I. Award of Contract - City Attorney

BILL 3505: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPOINTING KAPKE & WILLERTH LLC AS THE CITY ATTORNEY AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES."

City Clerk Jeanie Woerner conducted the first reading of Bill 3505 by title only.

Assistant City Manager Mike Ekey provided an overview of the staff report included in the Council packet. The City Attorney contract will expire on January 31, 2020. During a work session in November, the Council expressed their satisfaction with the services of Jonathan Zerr and the law firm of Kapke & Willerth as City Attorney and directed staff to bring forth a formal contract for legal services for a two year term.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3505 by title only.

DISCUSSION: Councilmember Holman thanked Mr. Zerr and members of the law firm for their service to the City.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

J. Award of Contract - City Prosecutor

BILL 3506: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPOINTING WILLIAM N. MARSHALL III AS THE CITY PROSECUTOR AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES."

City Clerk Jeanie Woerner conducted the first reading of Bill 3506 by title only.

City Attorney Jonathan Zerr provided an overview of the staff report included in the Council packet. The Prosecuting Attorney's contract will expire on January 31, 2020. During a work session in November, the Council expressed their satisfaction with the services of William Marshall as Prosecuting Attorney and directed staff to bring forth a formal contract for a two year term.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3506 by title only.

DISCUSSION: Councilmember Holman thanked Mr. Marshall for his service to the City.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers congratulated Communications Officer Jackie Lightle, spoke to the satisfaction of the mobile command vehicle, the building code review committee, the agreements with the Department of Conservation, and renewal of personnel contracts, acknowledged the Raymore-Peculiar High School government students in attendance, and thanked Parks and Recreation Director Nathan Musteen for the approved agreements.

Councilmember Holman asked for thoughts and prayers for the police officer in Arkansas who was killed by ambush in his patrol vehicle.

Councilmember Burke spoke to the upcoming agenda items for the Planning and Zoning Commission.

Councilmember Berendzen announced a Ward 4 meeting will be held on December 12 at Centerview.

Mayor Turnbow noted the success of the staff team and elected officials and the positive work that is being completed.

Chief of Police Jan Zimmerman invited the Mayor and Council to the annual Police Department's Shop with a Cop event on December 10, 2019.

13. Adjournment.

MOTION: By Councilmember Holman, second by Councilmember Barber to adjourn.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 8:06 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 19-68

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE TB HANNA STATION HOUSE RENOVATION PROJECT."

WHEREAS, the Contract specifies that funds be retained until satisfactory completion of the project; and

WHEREAS, the Director of Parks and Recreation has determined that the project has been satisfactorily completed in accordance with the project specifications.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The TB Hanna Station House Renovation Project is accepted.

Section 2. The final payment in the amount of \$2,335.70 is approved.

Section 3. This Resolution shall become effective on and after the date of approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 19-69

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 155th STREET RECONSTRUCTION PROJECT."

WHEREAS, the Contract specifies that funds be retained until satisfactory completion of the project; and

WHEREAS, the Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The 155th Street Reconstruction Project is accepted.

Section 2. The final payment in the amount of \$13,621.49 is approved.

Section 3. This Resolution shall become effective on and after the date of approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 25, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3499: Raymore Industrial Development Rezoning

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.1: Create a healthy and sustainable economy

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Oct. 16, 2018
Action/Vote: Approve 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Memorandum of Understanding
Preliminary Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Grant Harrison, representing VanTrust Real Estate LLC and property owner Good-Otis LLC, is requesting to reclassify the zoning of 136 acres located south of North Cass Parkway, east of Interstate 49, from BP "Business Park District" to PUD "Planned Unit Development District". The rezoning will allow for a proposed light-industrial development.

At its Oct. 16, 2018, meeting the Planning and Zoning Commission voted 7-0 to recommend approval of the rezoning. The applicant then placed a hold on review of the application to provide time to finalize the development plan.

BILL 3499

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "BP" BUSINESS PARK DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 136.38 ACRE TRACT OF LAND LOCATED SOUTH OF NORTH CASS PARKWAY, EAST OF INTERSTATE 49, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on October 16, 2018, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on November 25, 2019, after notice of the hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to the hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Council makes its findings of fact on the application and approves the recommendation of the Planning and Zoning Commission.

Section 2. The Zoning Map of the City of Raymore, Missouri, is amended by rezoning from "BP" Business Park District to "PUD" Planned Unit Development District, for the following property:

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Os, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06 minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35

seconds West, conning along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, conning along said Easterly Right-of-Way line, a distance of 100.12 feet; thence North 20 degrees 01 minutes 35 seconds West, conning along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, conning along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, conning along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, conning along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, conning along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, conning along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 25TH DAY OF NOVEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: November 25, 2019
Re: Case #18016 Raymore Industrial Development Rezoning/PUD

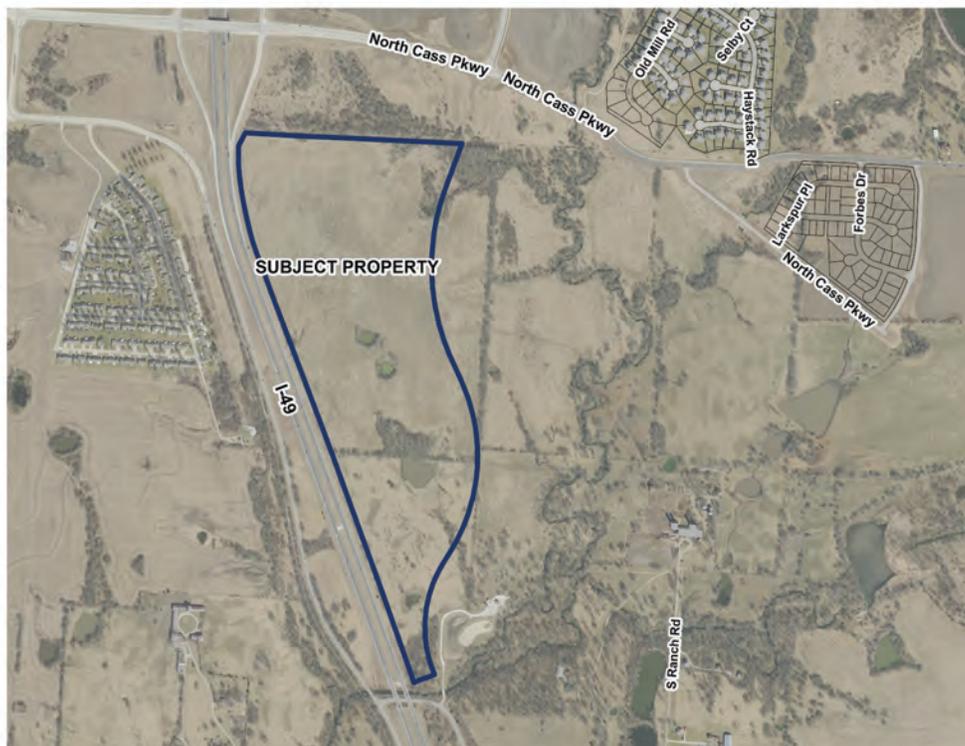
GENERAL INFORMATION

Applicant: VanTrust Real Estate
4900 Main Street
Kansas City, MO 64112

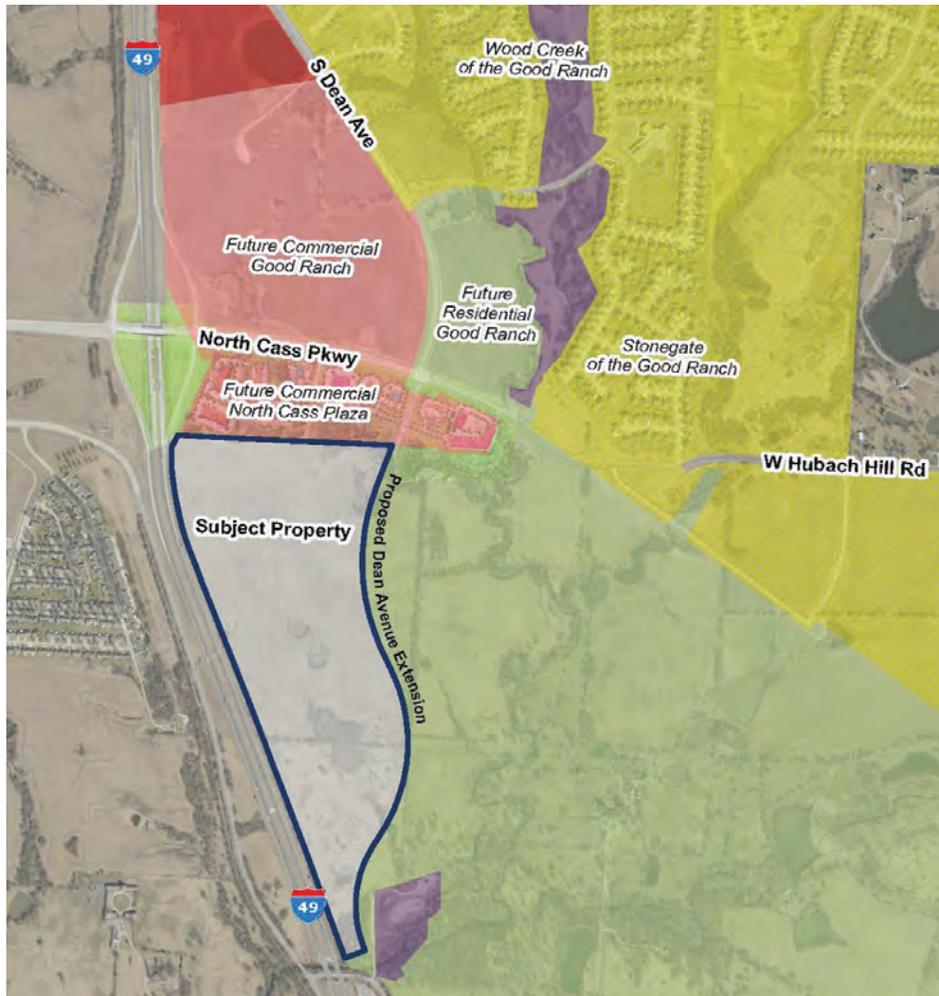
Property Owner: Good-Otis, LLC
1464 Techny Road
Northbrook, IL 60062

Requested Action: Reclassification of zoning designation from “BP” Business Park to “PUD” Planned Unit Development

Property Location: Generally located at the southeast corner of the I-49 & North Cass Parkway Interchange



Existing Zoning: "BP" Business Park District



Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Commercial development.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan has North Cass Parkway and Dean Avenue classified as Minor Arterial Roadways.

Legal Description:

All that part of the West Half of Sec. on 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

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Advertisement: September 27, 2018 **Journal** newspaper
October 4, 2018 **Journal** newspaper
November 7, 2019 **Journal** newspaper

Public Hearing: October 16, 2018 Planning Commission meeting
October 22, 2018 City Council meeting
November 26, 2018 City Council meeting
January 14, 2019 City Council meeting
February 25, 2019 City Council meeting
November 25, 2019 City Council meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code

- Exhibit 4. Application**
- Exhibit 5. Growth Management Plan**
- Exhibit 6. Staff Report**
- Exhibit 7. Applicant's Conceptual Site Plan**
- Exhibit 8. MOU draft**

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 136.38 acres of land from the current "BP" Business Park District classification to a "PUD" Planned Unit Development District classification.

REZONING REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for Zoning Map amendments.

Section 470.020 (B) states:

"Zoning Map amendments may be initiated by the City Council, the Planning and Zoning Commission or upon application by the owner(s) of a property proposed to be affected."

Section 470.010 (E) requires that an informational notice be mailed and "good neighbor" meeting be held.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission will submit a recommendation to the City Council upon conclusion of the public hearing.

Section 470.020 (G) outlines eleven findings of fact that the Planning and Zoning Commission and City Council must take into consideration in its deliberation of the request.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park/Industrial development.
2. The property was rezoned from "A" Agricultural to "BP" Business Park on March 23, 2014.
3. On October 16, 2018 the Planning and Zoning Commission, after recommending approval of the rezoning request, approved the site plan for the

industrial development, subject to the condition that the City Council approve the rezoning application.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor Informational meeting was held on August 28, 2018. 18 residents attended the meeting, in addition to City staff and representatives from Olsson Associates and VanTrust Real Estate. The meeting is summarized as follows:

Why is the applicant pursuing a rezoning for the property?

The property is currently zoned "BP" Business Park, and has been planned to accommodate this type of development since 1994, when the Good Ranch Master Plan was first adopted. The uses that the applicant is asking to provide within the proposed development are all currently allowed under the existing zoning classification.

The applicant is requesting to reclassify the zoning from "BP" to a "PUD" Planned Unit Development to allow flexibility in the design of the site for things such as the location and orientation of the buildings, and phasing of the development. There are no proposed changes in the uses that are currently allowed under the existing zoning classification.

What is the definition of "Light Industrial" development, and what types of uses can be expected in this development?

Light Industrial Uses are generally defined as wholesaling, distribution, warehousing, and light-manufacturing. The uses allowed within this development would be restricted to the uses defined in the Unified Development Code.

How will the proposed development be screened from neighboring properties?

The proposed development is required to maintain appropriate screening throughout the site. Screening will be required along the northern property line between the proposed industrial use and future commercial uses. Landscaping will also be required along the proposed extension of Dean Avenue to screen the view of the parking lots from the roadway. Adequate landscaping is also required around each individual building.

In addition, there is a large amount of floodplain to the east of the property that will remain indefinitely. This area is a stream corridor that is required to be preserved, and will provide additional screening between adjoining properties.

How will North Cass Parkway and Dean Avenue handle the traffic associated with the proposed development?

The North Cass Interchange, including Dean Avenue, was designed and constructed to handle this type and scale of development, and the volumes of traffic associated with it. The City is currently pursuing a traffic study that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

Can we limit the number of trucks using North Cass Parkway and Dean Avenue?

Dean Avenue is classified as an Arterial Roadway. Arterial Roadways, specifically Dean Avenue, are designed to accommodate truck traffic. Furthermore, Dean Avenue was located and constructed to support all traffic generated by the development along the I-49 Corridor. The traffic study will help the City understand how and when to implement traffic control devices to better manage traffic throughout the area.

While trucks will still be allowed to utilize Dean Avenue, the most logical route for truck traffic generated by the VanTrust project will be North Cass Parkway and west to Interstate 49.

How many new jobs are estimated to be associated with this proposed development.

Depending on the end user that will eventually occupy these buildings, it could be anywhere from 200 to 2,000 jobs. These buildings provide enough flexibility that they can accommodate a large variety of businesses and companies.

Will there be any parks or green space included as part of this development?

Open space has been provided for the proposed development. In addition, as part of the overall Good Ranch Master Plan, over 350 acres of open space has been set aside to be dedicated as development occurs. This space includes the linear parks and trails that connect the residential neighborhoods of the Good Ranch, as well as larger, regional parks that are planned to the south of North Cass Parkway and Hubach Hill Road.

Will there be any restrictions on hours of operation?

Raymore City Code does not currently restrict hours of operation of any business. 24/7 operations will be allowed as part of the project.

Is lighting of the property regulated?

Yes. City Code limits the level of lighting that is allowed to spillover onto adjacent properties. The type of lighting fixtures utilized in the parking lot will direct light downward towards the parking area. There will be street lights installed along Dean Avenue.

STAFF COMMENTS

1. The Memorandum of Understanding and Master Land Use Plan for the Good Ranch were approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park development.
2. The existing and proposed development standards applicable to the property are as follows:

	BP (Existing)	PUD (Proposed)
Minimum Lot Area		
per lot	1 acre	1 acre
per dwelling unit	-	-
Minimum Lot Width (feet)	100	100
Minimum Lot Depth (feet)	100	100
Yards, Minimum (feet)		
front	30	20
rear	20	20
side	10	10
side, abutting residential district	20	10
Maximum Building Height (feet)	80	80
Maximum Building Coverage (%)	50	50

3. The minimum parking standards for the uses allowed within the proposed development are as follows:

Use	Minimum Parking Spaces Required (Existing)	Minimum Parking Spaces Required (Proposed)
INDUSTRIAL USES		
Office	1 per 300 square feet	1 per 300 square feet
Manufacturing, Production and Industrial Service	1 per 1,000 square feet of non-office floor area plus 1 per 300 square feet of office area	1 per 1,300 square feet
Trucking/Freight Terminal	1 per 1,000 square feet	1 per 1,300 square feet
Warehousing and Wholesaling	1 per 1,000 square feet	1 per 1,300 square feet

4. The reclassification of zoning to PUD requires a Memorandum of Understanding (MOU) be prepared that outlines the expectations from the applicant, property owner and City regarding the project.

5. The principal purpose of the reclassification of zoning request is to allow the applicant flexibility in the development of the site. The proposed MOU will allow City staff flexibility in approving amendments to the approved site plan for the development. This enables the applicant to rearrange building location; adjust building sizes; and modify the site layout provided any change remains fully compliant with the requirements of the Unified Development Code.
6. The zoning and land use of the subject property remains consistent with the land use identified as part of the Good Ranch Master Plan approved in 1994.
7. Dean Avenue, North Cass Parkway, and Hubach Hill Road have all been designed and constructed to handle the traffic generated by development on the subject property.
8. A geomorphic assessment of the stream corridor was completed by the property owner. The assessment identified enhancements that can be made within the stream corridor to minimize any impact development on the property will have on the stream.
9. There is no floodplain located upon the subject property.
10. A request to reclassify the zoning of a property to a PUD designation includes the requirement that a preliminary plan be submitted. If the rezoning is approved, the preliminary plan is also approved and serves as the preliminary plat for the development. With rezoning approval, the applicant can proceed with submitting a final plat application.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.050 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a PUD request. Under 470.050 (F) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. **the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;** The proposed preliminary development plan is consistent with the Growth Management Plan and all other adopted plans and policies.
2. **the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;** The proposed preliminary development plan is consistent with the standards for a Planned Unit Development. The purpose of the proposed PUD and development plan is to

provide flexibility in the design, location, orientation and phasing of the proposed development in order to meet the needs of the developer, applicant, and future tenants of the building.

3. **the nature and extent of common open space in the PUD;** Common space has been provided as part of the development. Detention basins, landscaping buffers, and existing vegetation also provides a large amount of open space.
4. **the reliability of the proposals for maintenance and conservation of common open space;** The provided open spaces will require a stormwater maintenance agreement, which will involve requirements for perpetual maintenance.
5. **the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;** Because the proposed PUD is not residential in nature, but rather industrial, the amount and function of the provided common open space has been deemed to be adequate.
6. **whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;** The preliminary development plan does provide public services, adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment. The proposed plan adequately separates vehicular and truck traffic, as well as pedestrian traffic. Landscaping buffers have been added to mitigate air pollution from trucks and passenger vehicles, and to soften the visual impact of the large buildings from the roadway.
7. **whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;** The proposed development plan will not have an adverse effect on the adjacent properties. The subject property is separated by the nearby single family homes by more than 1,500 feet, which includes a stream buffer, and a significant amount of screening and vegetation.

Traffic will likely increase near the subject property as the site develops. However, the North Cass Interchange was designed and built to handle the type and amount of traffic that this proposed development will generate.

8. **whether potential adverse impacts have been mitigated to the maximum practical extent;** The potential adverse impacts on surrounding properties have been mitigated to the maximum practical extent. Landscape buffers have been added throughout the proposed development to mitigate the visual impact of adjacent properties.

Additionally, a traffic study is being completed that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

9. **whether the preliminary development plan represents such a unique development proposal that it could not have accomplished through the use of (non-PUD) conventional Unified Development Code;** The proposed preliminary development plan does represent a unique development proposal that could not have been accomplished through the use of conventional zoning.

Because of the proposed size and flexibility of the proposed buildings, it is uncertain what size and type of building a potential tenant would require. The proposed PUD affords the flexibility to phase the development, or shift the location of the buildings as needed, so long as they are compliant with all other provisions of the UDC.

10. **the sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.** The proposed project is intended to be phased over a period of time, and is being approved without a defined phasing schedule. The submission of a Final Plat application shall prompt the beginning of each individual phase for the project. The Memorandum of Understanding for the proposed project includes language regarding the phasing of the project:

If the initial final plat does not include all of the land contained within the Preliminary Development Plan, then a subsequent final plat application shall be filed every five years from the date that the most recent final plat was approved or the Preliminary Development Plan becomes null and void.

The terms and conditions proposed to protect the interest of the public have been deemed to be sufficient.

REVIEW OF INFORMATION AND SCHEDULE

Action	Planning Commission	City Council 1 st	City Council 2 nd
Public Hearing	October 16, 2018	October 22, 2018	
Public Hearing		November 26, 2018	
Public Hearing		January 14, 2019	
Public Hearing		February 25, 2019	
Public Hearing		November 25, 2019	
			January 28, 2019

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation for approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 16, 2018 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation for approval.

CITY COUNCIL ACTION 1ST READING - 10/22/2018

The City Council, at its October 22, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the November 26, 2018 meeting.

CITY COUNCIL ACTION 1ST READING - 11/26/2018

The City Council, at its November 26, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the January 14, 2019 meeting.

CITY COUNCIL ACTION 1ST READING - 1/14/2019

The City Council, at its January 14, 2019 meeting, voted 8-0 to continue the public hearing and consideration of the case to the February 25, 2019 meeting.

CITY COUNCIL ACTION 1ST READING - 2/25/2019

The City Council, at its February 25, 2019 meeting, voted 7-0 to indefinitely table the request.

NOTE: In October of 2019 the applicant requested City staff to proceed with the consideration of the rezoning application. On November 1, 2019, City staff mailed notice to all property owners initially notified of the rezoning request in 2018. The notice indicated a public hearing would be held by the City Council at its November 25, 2019 meeting. A legal notice of the public hearing was published on November 7, 2019. A yellow public hearing notice sign was posted on the property on November 4, 2019.

Planning and Zoning Commission

Meeting Minutes Excerpt

October 16, 2018

7. New Business -

A. Case #18016 - Reclassification of zoning of 136.38 acres located south of North Cass Parkway, east of Interstate 49, from "BP" Business Park District to "PUD" Planned Unit Development District (public hearing).

Grant Harrison, representing VanTrust Real Estate, presented an overview on the proposed Raymore Industrial Development project. Mr. Harrison stated VanTrust is a local Kansas City developer and has selected Olsson Associates as the project engineer.

Mr. Harrison illustrated several industrial projects that his firm recently completed.

Mr. Harrison stated the project is at the southeast corner of North Cass Parkway and Interstate 49. The PUD zoning gives flexibility in site design as the project moves forward. The MOU for the project specifies the requirements under the PUD zoning. This is a 136-acre project that is proposed over 3 phases for a total of 1.9 million square feet of building space.

Mr. Harrison stated there is no set timeline for commencing construction but his firm will be working to attract tenants.

Associate Planner David Gress provided the staff report. He indicated the request is to reclassify the zoning of the 136 acres from "BP" Business Park to "PUD" Planned Unit Development. This action requires a public hearing which was advertised for this evening and he entered the following items into the record: mailed notices to adjoining property owners; the notice published in The Raymore Journal; the Growth Management Plan; the Unified Development Code; the application; the staff report; the applicant's conceptual site plan; and the draft Memorandum of Understanding (MOU) for the project.

Mr. Gress stated the MOU and master land use plan for the property was approved in 1994 and the subject property was identified as being appropriate for Industrial Park development. A good neighbor meeting was held on August 28th and a summary of questions and comments is included in the staff report.

Mr. Gress provided an overview of the development standards proposed in the MOU for the PUD, including minimum parking standards.

Mr. Gress commented that a principal reason for the PUD request is to provide future flexibility in site layout of buildings. The PUD would allow staff to approve future amendments to the site plan provided the request is in compliance with the requirements of the UDC.

Mr. Gress stated the staff recommendation is for the Commission to forward the request to the City Council with a recommendation of approval.

Chairman Faulkner asked if the trailer parking spaces illustrated on the conceptual site plan are counted towards the minimum parking requirement for the site.

Mr. Gress stated no, the parking requirement in the MOU is for passenger vehicle parking spaces only. The parking spaces for the semi-trailers are not included in the count of provided parking spaces.

Mayor Turnbow asked about Hubach Hill Road to the east and if it would be possible to find a way for a truck that travels to the east to get back to the Cass Parkway interchange area and avoid conflicts with passenger vehicles along Hubach Hill Road.

Mr. Gress commented that there should not be any reason for a truck exiting the site to make a right-turn onto Hubach Hill Road. City staff will work with the property owner to create signage that can direct truck traffic to the interchange.

Mayor Turnbow stated he was most concerned of a new truck driver traveling along Cass Parkway and missing the turn-in to the industrial site.

Mr. Gress stated staff is working on a signage plan to help alleviate any concerns.

Mayor Turnbow asked if there are any plans for traffic control device at the North Cass Parkway and Dean Avenue intersection.

Mr. Gress stated yes, there is a plan for a future traffic signal at the intersection once warrants are met for traffic volume at the intersection. Mr. Gress stated the City is working on a traffic study that would assist in determining when traffic control measures need to be in place.

Commissioner Urquilla asked about trucks being able to travel through the roundabout at Lucy Webb.

Mr. Gress stated the roundabout is designed to support truck movement at a regulated speed.

Chairman Faulkner opened the public hearing at 7:28 p.m.

No public spoke.

Chairman Faulkner closed the public hearing at 7:28 p.m.

Chairman Faulkner commented that the MOU is an integral part of the PUD. He asked about the preliminary development plan section of the MOU and the uses being limited on the property, specifically waste related uses.

City Attorney Jonathan Zerr indicated that yes, the MOU is proposing to not allow waste related uses from being conducted on the property, such as a transfer station or other waste related uses.

Chairman Faulkner asked if a recycling center is a waste related use.

Mr. Gress stated it would depend upon the product being recycled. Clean wastes would be an allowable recyclable use that would require a conditional use permit.

Mr. Zerr stated the UDC does define recycling facility.

Mr. Gress stated the UDC does further define the various waste related uses, such as junkyard, recycling facility, and sanitary landfill.

Motion by Commissioner Urquilla, Seconded by Commissioner Meuschke, to accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located south of North Cass Parkway, east of Interstate 49, from "BP" Business Park District

to “PUD” Planned Unit Development District, to the City Council with a recommendation of approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 7-0-0.



***Memorandum of Understanding
for
Raymore Industrial Development***

Legal Description Contained on Pages 2-3

Between VTRE Development, LLC, Developer,

and

**City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

December 23, 2019

MEMORANDUM OF UNDERSTANDING
Raymore Industrial Development

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE RAYMORE INDUSTRIAL PLANNED UNIT DEVELOPMENT SUBDIVISION is made and entered into this 9th day of December, 2019, by and between VTRE Development, LLC, or assigns (“Developer”) and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“Grantee” or “City”).

WHEREAS, Developer seeks to obtain approval from the City for a subdivision to be known as Raymore Industrial Development, which is in the City of Raymore, Cass County, Missouri, and;

WHEREAS, Developer agrees to assume all subdivision development obligations as described in this agreement; and,

WHEREAS, the City desires to ensure that Developer will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

The provisions of this MOU shall apply to the following described property:

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Os, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54

seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06 minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.

PRELIMINARY DEVELOPMENT PLAN

1. Developer intends to develop the entire property as a Master Planned Industrial Community in the manner shown on the PUD Preliminary Development Plan, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

- a. The zoning for the entire Property shall be “PUD” Planned Unit Development District.
- b. Land Use
 - i. Except for the uses listed below, uses designated as permitted (“P”) in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.
 - a. Waste Related Use
 - ii. Uses designated as conditional (“C”) in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall only be permitted upon approval of a Conditional Use Permit, subject to compliance with any special conditions.

3. Bulk and Dimensional Standards Table:

The following bulk and dimensional standards are established for each lot in the development:

Minimum Lot Area	1 acre
Minimum Lot Width	100 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	20 feet
Minimum Rear Yard	20 feet
Minimum Side Yard	10 feet

Maximum Building Height	80 feet
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The following bulk and dimensional standards are calculated for the entire development, not on a lot-by-lot basis.

Minimum Landscaped Area	20%
Maximum Building Coverage	50%

Developer has flexibility to adjust building square footage, building orientation, access points onto Dean Avenue and other elements of the approved site plan subject to approval by City Staff of an amended site plan.

4. Outdoor Storage

Location of any outdoor storage of materials or products is only allowed upon approval from City Staff.

5. Landscaping & Screening

- a. Landscaped areas with a minimum width of six feet (6') shall be provided along all street frontages.
- b. No details as to plant location, type or size is required as part of the Preliminary Development Plan or site plan.
- c. A landscape plan compliant with Chapter 430 of the Unified Development Code, identifying details described in subsection b above, shall be submitted with building construction plans.
- d. All required landscaping shall be installed prior to the issuance of any certificate of occupancy for the applicable building.

6. Parkland Dedication

A parkland dedication fee equal to \$0.017 per square foot of land included in a final plat shall be paid prior to the recording of a final plat.

7. Site Lighting

A site lighting plan compliant with the Unified Development Code shall be submitted with building construction plans. All light fixtures shall be installed and operational prior to the issuance of any certificate of occupancy for the applicable building.

8. Parking

Off-street Parking shall be provided for each building as follows:

Use	Minimum Parking Spaces Required
Office	1 space per 300 square feet
Manufacturing, Production and Industrial Service	1 space per 1,300 square feet
Warehousing	1 space per 1,300 square feet

- a. Required parking spaces shall be provided on the same lot as the use to which the parking serves.
- b. A reduction of up to 10 percent of the total parking requirement for a lot may be approved by staff where shared parking among businesses on different lots is provided by written agreement between the businesses and submitted to the City.
- c. Required parking spaces may be constructed as needed for each use occupying a building. The minimum parking spaces shall be provided as each use occupies the building.
- d. Parking for a building may be constructed in phases provided the required parking spaces are provided for each use identified in a building.
- e. The City may allow reductions in the number of required parking spaces to be installed under one of more of the following circumstances:
 1. The unique circumstances of the proposed use are such that it will generate a need for less parking than the ordinance standard; or
 2. All requests for reductions in the amount of required parking to be installed shall be accompanied by a plan showing where the total required parking spaces can be added on the lot, if necessary, up to the total amount required, without requiring a variance.

9. Trash and Recycling Services

The use of trash compactors located within the truck court areas is allowed. If independent, free-standing trash and recycling containers and equipment are located within the vehicle parking areas the containers shall be screened in accordance with Section 430.110 of the Unified Development Code.

PHASING SCHEDULE

1. The Preliminary Development Plan is being approved without a defined phasing plan.
2. The Preliminary Development Plan does not expire.
3. Developer may construct the development in phases.
4. Phasing is not required to be sequential from north to the south on the property.

FINAL PLATS

1. Developer may submit final plats and associated construction drawings to the City in phases.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.

SITE PLANS

1. A site plan for the entire development was approved by the Planning and Zoning Commission on October 18, 2018.
2. City staff is hereby granted authority to review and approve any amendment to the approved site plan if all of the requirements of the Unified Development Code and any other applicable City requirement are met.

3. Any decision made by staff regarding an amendment to the approved site plan may be appealed to the Planning and Zoning Commission.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

The parties agree that the following road improvements are necessary and shall be constructed by the Developer as outlined below.

a. Dean Avenue

- i. Dean Avenue shall be constructed as a collector road. Right-of-way width and pavement width shall be determined as part of City staff review of road construction plans.
- ii. Dean Avenue shall be constructed to the southern property line of each lot at the time the lot is developed.
- iii. A temporary cul-de-sac shall be installed for each phase of Dean Avenue that is constructed.
- iv. A permanent cul-de-sac shall be installed upon final platting and construction of a building on the southernmost lot of the development.

b. North Cass Parkway

- i. A right-turn lane for eastbound traffic on North Cass Parkway at its intersection with Dean Avenue shall be demarcated on the existing pavement section for North Cass Parkway at the time Dean Avenue, south of North Cass Parkway, is constructed.

c. Access road to Owen-Good Lift Station

- i. When Dean Avenue is extended to its southern terminus as part of this development, an access easement shall be provided by the Developer to allow the City to construct a gravel road no wider than eighteen feet to provide access from the Dean Avenue cul-de-sac south to the City of Raymore Owen-Good lift station.

2. Pedestrian Improvements

A five-foot (5') sidewalk is required along the west side of Dean Avenue at the time a building on the adjacent lot to the west of Dean Avenue is constructed.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Developer. The line shall extend to the property line to provide service to adjacent properties.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Developer shall have the engineering plans approved by the Missouri Department of Natural Resources and the City of Raymore.
3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. Developer agrees to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City. Developer agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the Cass County Public Water Supply District #10 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District and with the requirements of the South Metro Fire Protection District.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Development Plan.
2. A final stormwater management plan is required to be submitted at the time building construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.

STREAM ASSESSMENT

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. A Geomorphic Assessment was completed by Terra Technologies in October of 2018 for the Good Ranch Development. The assessment identified stream enhancements or other improvements necessary to minimize or eliminate current and anticipated geomorphic deficiencies.
3. Where a stream is crossed with a roadway, sanitary sewer line, or water line, or if a stormwater outlet structure is installed in or near the stream channel as part of the subdivision, grade control structures are to be utilized. The Developer shall include Plan details for the grade control structure as part of the public improvement construction plans for each phase of the development.

INDUSTRIAL BUILDING STANDARDS

1. The design and appearance of buildings shall conform to the proposed elevations, attached and incorporated herein as Exhibit B.
2. The following building and design standards shall apply to the development:

a. **Exterior Building Materials**

Primary building materials shall be consistent among the buildings in the development and consist of materials such as stucco, stone, concrete tilt walls and brick.

b. **Color**

A unified color scheme shall be established to tie building elements together, relate separate (freestanding) buildings, and enhance architectural form.

c. **Building Form**

- i. Both vertical and horizontal articulation shall be used to break up building form.
- ii. Design features such as articulated bases, columns, pilasters, and arches shall be used to articulate building facades.
- iii. Buildings shall incorporate variations in parapet height.
- iv. Architectural treatments and materials shall be uniform on all four sides of the building. Variation in the sides of the building containing dock doors is allowed.

d. **Architectural Features**

- i. Architectural features such as canopies and awnings shall be used to enhance building entrances.
- ii. Windows shall be incorporated into front and side building elevations where office areas are provided.

SIGNAGE

1. Subdivision entrance markers are permitted for the development along Dean Avenue. A sign easement shall be provided for each proposed sign. Signs shall be in compliance with Chapter 435 of the Unified Development Code.

2. Building signs identifying tenants are permitted in accordance with Chapter 435 of the Unified Development Code.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Developer shall have all engineering plans approved by the City.
2. Prior to the issuance of any Certificate of Occupancy, Developer shall install all public improvements as shown on approved engineering plans of said platted areas.
3. Developer shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not exclusive to sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.

FEEES, BONDS AND INSURANCE

1. Developer agrees to pay to the City, a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.
2. Developer agrees to pay the cost of providing streetlights in accordance with the approved streetlight plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. Developer agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances

with which Developer must comply and does not in any way constitute prior approval of any future proposal for development.

2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by the Developer the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. In the event this agreement is assigned, VTRE Development, LLC shall be released from any further obligations set forth herein accruing from the date of such assignment. VTRE Development, LLC shall notify City of any such assignment including presentation of the assumption of obligation instrument within ten (10) days of closing on such assignment. At all times, without the consent of the City, VTRE Development, LLC may collaterally assign this agreement to lenders providing financing for the project.

9. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to VTRE Development, LLC at:

VanTrust Real Estate, LLC.
4900 Main Street, Suite 400
Kansas City, MO 64112

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Jean Woerner, City Clerk

Developer – Signature

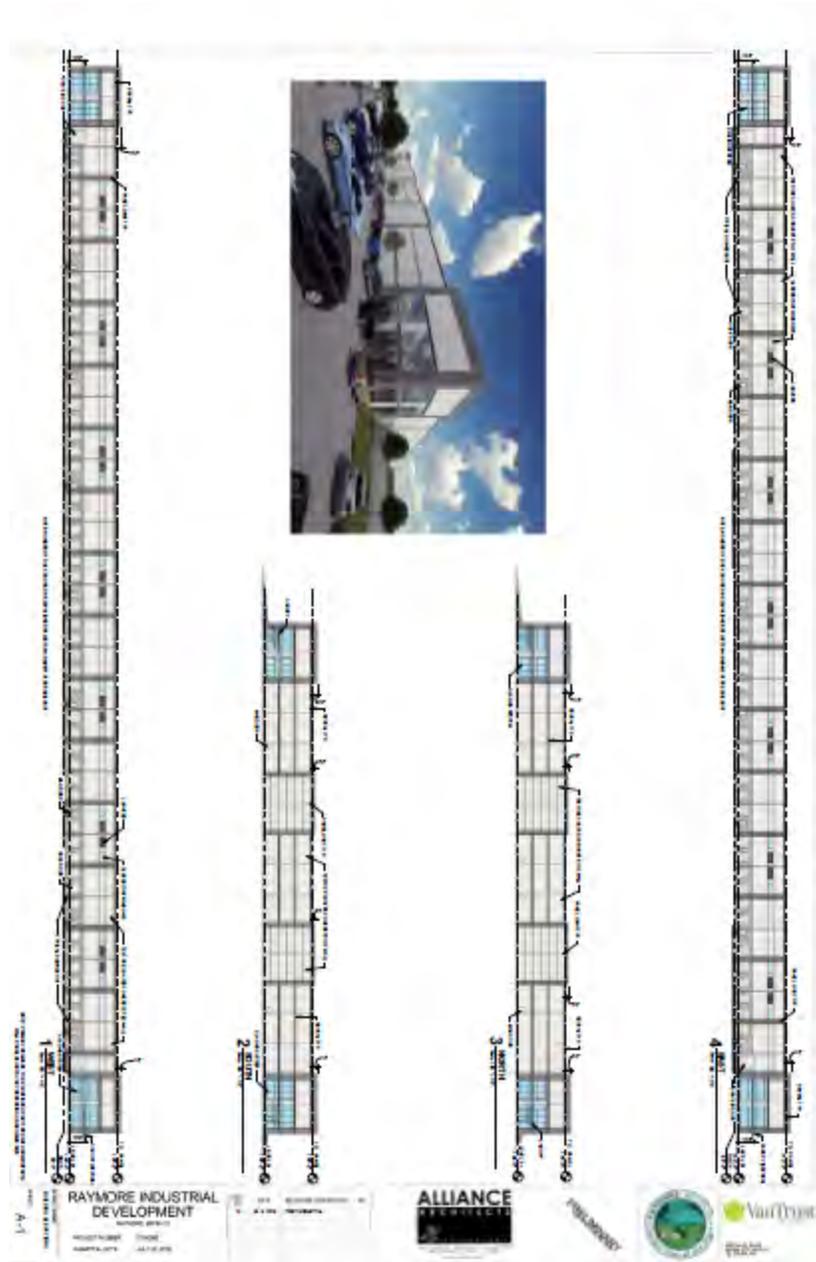
Printed Name

Subscribed and sworn to me on this
the _____ day of _____ 20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

EXHIBIT B





**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 11/25/2019

SUBMITTED BY: David Gress

DEPARTMENT: Economic Development

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3501: Chapter 100 Request - Raymore Industrial Development

STRATEGIC PLAN GOAL/STRATEGY

3.1.2: Attract a variety of new industries and businesses to the community.

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Project plan
Development and Performance Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Grant Harrison, representing VanTrust Real Estate, LLC (the "Company"), plans to construct an industrial development consisting of approximately 1.75 million square-feet of building space. Due to the Planned Unit Development zoning of the property, the number and size of buildings can be adjusted to meet market demands. The initial building in the development will be approximately 502,000 square-feet and is projected to be completed in 2021.

The Company is requesting issuance by the City of its taxable industrial development revenue bonds in an amount not to exceed \$105 million to finance costs of the project. The Company will purchase the bonds and make the required payments over a 20-year period.

At the time of closing on the revenue bonds, the Company will convey title of the property to the City. The City will be the legal owner of the property while the bonds are outstanding, thus exempting the development from property taxes. The Company has agreed to make an annual payment in lieu of taxes (PILOT) based upon the square footage of each building as completed. The payment amount will increase over the 20-year period based on the schedule contained in the plan for the project. The City will annually distribute the proportionate amount to each taxing jurisdiction within the boundaries of the project.

BILL 3501

ORDINANCE

"AN ORDINANCE APPROVING A PLAN AND A DEVELOPMENT AND PERFORMANCE AGREEMENT FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR VANTRUST REAL ESTATE, LLC."

WHEREAS, the City of Raymore, Missouri (the "City") is a constitutionally chartered city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a Plan for an Industrial Development Project (the "Plan") for VanTrust Real Estate, LLC, a Delaware limited liability company (the "Company"), with respect to a project consisting of the purchasing, designing, constructing and installing of industrial, manufacturing and warehouse facilities located generally at the southeast quadrant of the intersection of Interstate 49 and North Cass Parkway in the City (the "Project"), notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan.

WHEREAS, the City desires to enter into a Development and Performance Agreement (the "Agreement") with the Company to address (1) the design and construction of the Project, and (2) development incentives for the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI:

Section 1: Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City.

Section 2. Approval of Plan. The Council hereby approves the Plan for Industrial Development Project attached as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. Approval of Agreement. The Development and Performance Agreement by and between the City and the Company, in substantially the form attached as **Exhibit B** and incorporated herein by reference, is hereby approved and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

Section 4. Further Authority. The Mayor, City Manager, Finance Director and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

DULY READ THE FIRST TIME THIS 25TH DAY OF NOVEMBER 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

(SEAL)

Approved as to form:

City Attorney

Date of Signature

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

EXHIBIT B

DEVELOPMENT AND PERFORMANCE AGREEMENT

NOTICE TO TAXING JURISDICTIONS

To: Taxing Jurisdictions (Distribution List attached)

Re: Notice of Public Hearing – Industrial Development Project for VanTrust Real Estate, LLC and its affiliates (the “Project”)

On behalf of the City of Raymore, Missouri (“City”), please find enclosed a copy of the proposed Plan for an Industrial Development Project (“Plan”) for the Project, which also contains a Cost-Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering an Ordinance to approve the Plan at its regular meeting on November 25, 2019 at 7:00 PM at Raymore City Hall located at 100 Municipal Circle, Raymore, MO 64083.

The City invites all affected taxing districts to attend the meeting and to make oral comments on the proposed Plan to the City and/or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed Project is enclosed and also will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

CITY OF RAYMORE, MISSOURI
100 Municipal Circle
Raymore, MO 64083
(816) 331-0488

City of Raymore, Missouri
City Clerk
100 Municipal Circle
Raymore, MO 64083

Casco Area Workshop
Executive Director
1800 Vine Street
Harrisonville, MO 64701

South Metropolitan Fire Protection District
Fire Chief
611 W. Foxwood Drive
Raymore, MO 64083

Cass County
Presiding Commissioner
102 E. Wall Street
Harrisonville, MO 64701

Missouri Director of Revenue
County Tax Section
P.O. Box 453
Jefferson City, MO 65102-0453

Missouri Department of Revenue
Tax Administration Bureau
301 West High Street
Jefferson City, MO 65101

**Missouri Department of Economic
Development**
301 West High Street
Jefferson City, MO 65102

Raymore-Peculiar School District
Superintendent
21005 S. School Rd., P.O. Box 789
Peculiar, MO 64078

Cass County Regional Medical Center
Chief Executive Officer
2800 East Rock Haven Road
Harrisonville, MO 64701

Cass County Public Library
Director
400 E Mechanic St.
Harrisonville, MO 64701

Cass County Road and Bridge Department
Superintendent
30508 S. West Outer Road
Harrisonville, MO 64701

State Tax Commission of Missouri
P.O. Box 146
Jefferson City, MO 65102-0146

Missouri Department of Revenue
Blind Pension Fund
Director
221 West High Street
Jefferson City, MO 65102

CITY OF RAYMORE, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND COST-BENEFIT ANALYSIS**

FOR

VANTRUST REAL ESTATE, LLC

NOVEMBER 5, 2019

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CITY OF RAYMORE, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS FOR VANTRUST REAL ESTATE, LLC

I. PURPOSE OF THIS PLAN

The City Council of the City of Raymore, Missouri (the “City”) will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed \$105,000,000 (the “Bonds”), to finance costs of an industrial development project (the “Project”) for VanTrust Real Estate, LLC, a Delaware limited liability company, or its assigns (the “Company”), as more fully described and defined herein. The Bonds will be issued pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the “Act”).

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the property included in the project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project

while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make “payments in lieu of taxes.” The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 1 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

VanTrust Real Estate, LLC. The Company is a limited liability company organized and existing under the laws of the State of Delaware.

City of Raymore, Missouri. The City is a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of (1) the design and construction of four industrial and manufacturing buildings and (2) associated site work and infrastructure. Building One is estimated to be 502,000 square feet and Buildings Two, Three and Four are each estimated to be 416,000 square feet. The references to Building One, Two, Three and Four are for identification purposes only and do not require the Company to construct the buildings in that order and may consist of more or fewer buildings and the square footage for each building may vary, depending upon market and demand conditions. The Project being financed by the Bonds will be constructed on approximately 136 acres located at the southeast quadrant of the intersection of Interstate 49 and North Cass Parkway in the City, which is referred to as the “Project Site.” At the time of this Plan, the Project Site is undeveloped.

Estimate of the Costs of the Project. The Project is projected to cost approximately \$105,000,000 and to be constructed in four phases, with each phase representing one building. Phase I is projected to be completed in 2021, Phase II is projected to be completed in 2022, Phase III is projected to be completed in 2023 and Phase IV is projected to be completed in 2024. These dates are estimates and nothing herein obligates the Company or the City to complete construction in those years.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$105,000,000, to be issued by the City and purchased by the Company or its designee (the “Bondholder”) and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City

from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the portion of the Project Site under the Chapter 100 transaction related to each phase of the Project. The City will lease the each phase of the Project to the Company for lease payments equal to the principal and interest payments on a portion of the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project related to each phase at any time and will have the obligation to purchase the Project related to each phase at the termination of the lease. The lease between the City and the Company related to each phase of the Project will terminate 20 years after it begins, unless terminated sooner pursuant to the terms of the lease.

Affected School District, Community College District, Ch. 190 Ambulance District, Ch. 321 Fire Protection District, County and City. The Raymore-Peculiar R-II School District is the school district affected by the Project. Cass County, Missouri is the county affected by the Project. There is no community college district affected by the Project. The South Metro Fire & Ambulance District is the Chapter 321 Fire Protection District affected by the Project. The City is the city affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project (other than those taxing entities solely affected by the Project with respect to receipt of tax revenues from the commercial surcharge tax).

Assessed Valuation. The most recent equalized assessed valuation of the Project Site is approximately \$10,838.¹ The estimated total equalized assessed valuation of Phase I of the Project Site after construction of Building One is \$6,588,535. This valuation was calculated based upon an assumed appraised value of \$20,589,171 for Phase I at the Project Site in the year that construction is completed, multiplied by the assessment rate of 32%.

The estimated total equalized assessed valuation of Phase II of the Project Site after construction of Building Two is \$5,459,822. This valuation was calculated based upon an assumed appraised value of \$17,061,943 for Phase II of the Project Site in the year that construction is completed, multiplied by the assessment rate of 32%.

The estimated total equalized assessed valuation of Phase III of the Project Site after construction of Building Three is \$5,459,822. This valuation was calculated based upon an assumed appraised value of \$17,061,943 for Phase III of the Project Site in the year that construction is completed, multiplied by the assessment rate of 32%.

The estimated total equalized assessed valuation of Phase IV of the Project Site after construction of Building Four is \$5,459,822. This valuation was calculated based upon an assumed appraised value of \$17,061,943 for Phase IV of the Project Site in the year that construction is completed, multiplied by the assessment rate of 32%.

¹ The Project Site is currently made up of 3 different tracts of land, Cass County Map Numbers 4-09-30-100-013-001.000, 4-09-29-000-000-001.000, and 4-09-29-000-000-001.999. The portion of the third tract is partially assessed as residential and partially as agricultural. The Company anticipates that only approximately 35% of the agricultural portion will be used in the Project Site. Based on information received from Cass County, it is assumed that the most recent equalized assessed valuation of the agricultural portion of the third tract is \$17,880. The portion of the third tract that will be used in the Project Site is approximately 35% of the total acreage and is all agricultural acreage. It is assumed that the most recent equalized assessed valuation of the portion of the third tract to be included in the Project Site is \$6,258.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds in 2020 and to provide tax abatement to the Company for the Project for a period of twenty years beginning in 2021. For all the years that the Project Site is subject to tax abatement as provided herein, the Company will make a fixed PILOT payment in December of each year in accordance with the schedule below. The schedule below shows the estimated total amount of the PILOTs that will be paid by the Company. The PILOTs will be based upon the square footage of each building as completed (multiplied by the \$/SqFt shown on **Exhibit 1**) irrespective of any annual appraisal or assessment which may be rendered by the County Assessor’s Office with respect to the Project. The table has been computed contemplating 20 years of tax abatement but the abatement periods will only begin upon completion of each building.

Pilot Schedule	Phase 1	Phase 2	Phase 3	Phase 4
Year 1	\$15,060	\$12,480	\$12,480	\$12,480
Year 2	15,060	12,480	12,480	12,480
Year 3	15,060	12,480	12,480	12,480
Year 4	15,060	12,480	12,480	12,480
Year 5	15,060	12,480	12,480	12,480
Year 6	30,120	24,960	24,960	24,960
Year 7	30,120	24,960	24,960	24,960
Year 8	30,120	24,960	24,960	24,960
Year 9	40,160	33,280	33,280	33,280
Year 10	40,160	33,280	33,280	33,280
Year 11	55,220	45,760	45,760	45,760
Year 12	55,220	45,760	45,760	45,760
Year 13	230,920	191,360	191,360	191,360
Year 14	230,920	191,360	191,360	191,360
Year 15	230,920	191,360	191,360	191,360
Year 16	356,420	295,360	295,360	295,360
Year 17	356,420	295,360	295,360	295,360
Year 18	356,420	295,360	295,360	295,360
Year 19	356,420	295,360	295,360	295,360
Year 20	356,420	295,360	295,360	295,360

Cost-Benefit Analysis and Discussion of Exhibits. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project.

Project Assumptions. **Exhibit 1** presents a list of the assumptions related to the determination of assessed valuations and the tax formulas.

Summary of Cost-Benefit Analysis. **Exhibit 2** presents a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated if the Project did not occur, (2) the total estimated tax revenues that would be generated if the Project occurred but did not receive tax abatement, (3) the total estimated value of the payments in lieu of taxes (“PILOT

Amounts”) to be made by the Company for the proposed abatement period, and (4) the total estimated value of the abatement to the Company.

Real Property. **Exhibit 3** provides the projected tax revenues which would be paid on the Phase 1 of the Project Site without tax abatement and without the Project. **Exhibit 4** provides the amount of tax revenues on Phase 1 of the Project Site assuming no tax abatement. **Exhibit 5** provides the amount of tax abatement expected for Phase 1 of the Project Site. **Exhibit 6** provides the projected PILOT amounts which would be paid on the Phase 1 of the Project Site. **Exhibit 7** provides the projected tax revenues which would be paid on the Phase 2 of the Project Site without tax abatement and without the Project. **Exhibit 8** provides the amount of tax revenues on Phase 2 of the Project Site assuming no tax abatement. **Exhibit 9** provides the amount of tax abatement expected for Phase 2 of the Project Site. **Exhibit 10** provides the projected PILOT amounts which would be paid on the Phase 2 of the Project Site. **Exhibit 11** provides the projected tax revenues which would be paid on the Phase 3 of the Project Site without tax abatement and without the Project. **Exhibit 12** provides the amount of tax revenues on Phase 3 of the Project Site assuming no tax abatement. **Exhibit 13** provides the amount of tax abatement expected for Phase 3 of the Project Site. **Exhibit 14** provides the projected PILOT amounts which would be paid on the Phase 3 of the Project Site. **Exhibit 15** provides the projected tax revenues which would be paid on the Phase 4 of the Project Site without tax abatement and without the Project. **Exhibit 16** provides the amount of tax revenues on Phase 4 of the Project Site assuming no tax abatement. **Exhibit 17** provides the amount of tax abatement expected for Phase 4 of the Project Site. **Exhibit 18** provides the projected PILOT amounts which would be paid on the Phase 4 of the Project Site.

V. SALES TAX AND USE EXEMPTIONS

Sales Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, the following assumptions were made:

Total Amount of building materials:	\$31,600,000
Building materials to be purchased within the State of Missouri (but outside Cass County):	\$19,908,000
Building materials to be purchased within Cass County (but outside the City):	\$6,320,000
Building materials to be purchased within the City:	\$948,000
Building materials to be purchase outside of the State of Missouri	\$4,424,000

Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Sales Tax Rate	Estimated Sales Tax Revenues Subject to Exemption	Use Tax Rate	Estimated Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	\$1,148,186	4.225%	\$186,914 ¹
City of Raymore				
General Revenue	1.000	9,480	n/a	0
Transportation	0.500	4,740	n/a	0
Capital Improvement	0.500	4,740	n/a	0
Parks & Stormwater	0.500	4,740	n/a	0
Cass County	2.000	145,360	2.000	88,480
South Metro Fire & Ambulance District	0.500	4,740	n/a	0
Total²	9.225%	\$1,303,026	6.225 %	\$275,394

¹Use tax is generally only collected if sales tax was not paid and was due at the point of sale.

²The City has multiple Community Improvement Districts and Transportation Development Districts that may also impose a sales tax depending on where the purchase is made, which could increase the total sales tax rate.

VI. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, key assumptions have been made to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

Information necessary to complete this Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, the Bondholder and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The cost of constructing the Project is estimated to be approximately \$105,000,000.
2. The construction of the Project is expected to occur in four phases as outlined in the plan and is expected to be completed in year 2024.
3. The investment in Phase 1 of the Project Site will produce an appraised value of \$20,589,171 and an assessed value for Phase 1 of the Project Site in the amount of \$6,588,535. The investment in Phase 2, 3 and 4 of the Project Site will produce an appraised value of \$17,061,943 for each phase and an assessed value for Phase 2, 3 and 4 of the Project Site in the amount of \$5,459,822 for each phase.
4. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.
5. The Project Site for each phase will be excluded from the calculation of ad valorem property taxes for a period of twenty years beginning in the year that construction on begins.
6. During the entire term of the Bonds through twenty years after the construction on each phase begins, the Company will make payments in lieu of taxes in accordance with that portion of Section IV above in the Plan entitled "Payments in Lieu of Taxes."
7. Commercial real property taxes are calculated using the following formula:
$$(\text{Assessed Value} * \text{Tax Rate})/100$$
8. The assessed value of the Project Site is calculated using the following formula:
$$\text{Estimated Value} * \text{Assessment Ratio of 32\%}$$
9. The tax rates used in this Plan reflect the rates in effect for the tax year 2019. The tax rates were held constant through the final tax year.
10. The assessed valuation for each phase was assumed to be the full value in Year 1 and to remain constant across the twenty year period of abatement.
11. The projected taxes and the fixed Payment in Lieu of Taxes for the Project are not subject to an increased growth factor.

* * *

City of Raymore, Missouri
(VanTrust Project)

COST BENEFIT ANALYSIS
PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

**Exhibit 1
 Project Assumptions**

- ♦ Assessed value as a percentage of appraised value (unimproved sites) 12.0%
- ♦ Assessed value as a percentage of appraised value (improved sites and project) 32.0%
- ♦ Estimates for improved real property:

Phase	Square Feet	Hard Costs of Improvements	85% of Hard Costs	Assessed Value of Land (No Project)	Appraised Value of Land (With Project)	Appraised Value of Land (With Project) & Improvements	Assessed Value of Land (With Project) & Improvements
1	502,000	\$ 23,378,857	\$ 19,872,028	\$ 3,109	\$ 717,143	\$ 20,589,171	\$ 6,588,535
2	416,000	19,373,714	16,467,657	2,576	594,286	17,061,943	5,459,822
3	416,000	19,373,714	16,467,657	2,576	594,286	17,061,943	5,459,822
4	416,000	19,373,714	16,467,657	2,576	594,286	17,061,943	5,459,822
	1,750,000	\$ 81,499,999	\$ 69,274,999	\$ 10,838	\$ 2,500,000	\$ 71,774,999	\$ 22,968,000

- ♦ Fixed PILOT as described below:

Years	\$/SqFt	Phase 1	Phase 2	Phase 3	Phase 4
1	\$0.030	\$ 15,060	\$ 12,480	\$ 12,480	\$ 12,480
2	\$0.030	15,060	12,480	12,480	12,480
3	\$0.030	15,060	12,480	12,480	12,480
4	\$0.030	15,060	12,480	12,480	12,480
5	\$0.030	15,060	12,480	12,480	12,480
6	\$0.060	30,120	24,960	24,960	24,960
7	\$0.060	30,120	24,960	24,960	24,960
8	\$0.060	30,120	24,960	24,960	24,960
9	\$0.080	40,160	33,280	33,280	33,280
10	\$0.080	40,160	33,280	33,280	33,280
11	\$0.110	55,220	45,760	45,760	45,760
12	\$0.110	55,220	45,760	45,760	45,760
13	\$0.460	230,920	191,360	191,360	191,360
14	\$0.460	230,920	191,360	191,360	191,360
15	\$0.460	230,920	191,360	191,360	191,360
16	\$0.710	356,420	295,360	295,360	295,360
17	\$0.710	356,420	295,360	295,360	295,360
18	\$0.710	356,420	295,360	295,360	295,360
19	\$0.710	356,420	295,360	295,360	295,360
20	\$0.710	356,420	295,360	295,360	295,360

Exhibit 2
Summary of Cost Benefit Analysis

Combined Total Tax Distribution	Tax Rate*	Projected Tax	Projected Tax	Projected Tax	Projected
		Revenues on Phase 1,2,3,4 Sites with No Improvements	Revenues on Phase 1,2,3,4 Sites with Improvements	Abatement on Phase 1,2,3,4	PILOT Amounts on Phase 1,2,3,4
State	0.0300	\$ 71	\$ 150,896	\$ 116,392	\$ 34,504
Hospital	0.1247	296	627,224	483,801	143,424
Sheltered Workshop	0.0458	109	230,368	177,691	52,677
Ray-Pec Schools	5.1823	12,300	26,066,263	20,105,848	5,960,415
Library District	0.1376	327	692,109	533,849	158,260
Cass County Road & Bridge	0.2108	500	1,060,295	817,844	242,451
South Metro Fire	0.7185	1,705	3,613,957	2,787,575	826,382
South Metro Ambulance	0.3421	812	1,720,716	1,327,251	393,466
City of Raymore, MO	1.2497	2,966	6,285,821	4,848,480	1,437,341
Surtax	0.5400	-	2,716,126	2,095,046	621,080
	8.5815	\$ 19,086	\$ 43,163,776	\$ 33,293,776	\$ 9,870,000

Phase 1 Tax Distribution	Tax Rate*	Projected Tax	Projected Tax	Projected Tax	Projected
		Revenues on Phase 1 Site with No Improvements	Revenues on Phase 1 Site with Improvements	Abatement on Phase 1	PILOT Amounts on Phase 1
State	0.0300	\$ 20	\$ 43,286	\$ 33,388	\$ 9,898
Hospital	0.1247	85	179,924	138,782	41,142
Sheltered Workshop	0.0458	31	66,083	50,972	15,111
Ray-Pec Schools	5.1823	3,528	7,477,294	5,767,506	1,709,788
Library District	0.1376	94	198,536	153,138	45,398
Cass County Road & Bridge	0.2108	144	304,153	234,604	69,549
South Metro Fire	0.7185	489	1,036,689	799,636	237,054
South Metro Ambulance	0.3421	233	493,600	380,731	112,868
City of Raymore, MO	1.2497	851	1,803,133	1,390,821	412,311
Surtax	0.5400	-	779,140	600,979	178,161
	8.5815	\$ 5,475	\$ 12,381,837	\$ 9,550,557	\$ 2,831,280

Exhibit 2
Summary of Cost Benefit Analysis

Phase 2 Tax Distribution	Tax Rate*	Projected Tax Revenues on Phase 2 Site with No Improvements	Projected Tax Revenues on Phase 2 Site with Improvements	Projected Tax Abatement on Phase 2	Projected PILOT Amounts on Phase 2
State	0.0300	\$ 17	\$ 35,870	\$ 27,668	\$ 8,202
Hospital	0.1247	70	149,100	115,006	34,094
Sheltered Workshop	0.0458	26	54,762	42,240	12,522
Ray-Pec Schools	5.1823	2,924	6,196,323	4,779,447	1,416,876
Library District	0.1376	78	164,524	126,903	37,621
Cass County Road & Bridge	0.2108	119	252,047	194,413	57,634
South Metro Fire	0.7185	405	859,089	662,646	196,443
South Metro Ambulance	0.3421	193	409,039	315,506	93,532
City of Raymore, MO	1.2497	705	1,494,229	1,152,553	341,676
Surtax	0.5400	-	645,662	498,022	147,640
	8.5815	\$ 4,537	\$ 10,260,646	\$ 7,914,406	\$ 2,346,240

Phase 3 Tax Distribution	Tax Rate*	Projected Tax Revenues on Phase 3 Site with No Improvements	Projected Tax Revenues on Phase 3 Site with Improvements	Projected Tax Abatement on Phase 3	Projected PILOT Amounts on Phase 3
State	0.0300	\$ 17	\$ 35,870	\$ 27,668	\$ 8,202
Hospital	0.1247	70	149,100	115,006	34,094
Sheltered Workshop	0.0458	26	54,762	42,240	12,522
Ray-Pec Schools	5.1823	2,924	6,196,323	4,779,447	1,416,876
Library District	0.1376	78	164,524	126,903	37,621
Cass County Road & Bridge	0.2108	119	252,047	194,413	57,634
South Metro Fire	0.7185	405	859,089	662,646	196,443
South Metro Ambulance	0.3421	193	409,039	315,506	93,532
City of Raymore, MO	1.2497	705	1,494,229	1,152,553	341,676
Surtax	0.5400	-	645,662	498,022	147,640
	8.5815	\$ 4,537	\$ 10,260,646	\$ 7,914,406	\$ 2,346,240

**Exhibit 2
 Summary of Cost Benefit Analysis**

Phase 4 Tax Distribution	Tax Rate*	Projected Tax Revenues on Phase 4 Site with No Improvements	Projected Tax Revenues on Phase 4 Site with Improvements	Projected Tax Abatement on Phase 4	Projected PILOT Amounts on Phase 4
State	0.0300	\$ 17	\$ 35,870	\$ 27,668	\$ 8,202
Hospital	0.1247	70	149,100	115,006	34,094
Sheltered Workshop	0.0458	26	54,762	42,240	12,522
Ray-Pec Schools	5.1823	2,924	6,196,323	4,779,447	1,416,876
Library District	0.1376	78	164,524	126,903	37,621
Cass County Road & Bridge	0.2108	119	252,047	194,413	57,634
South Metro Fire	0.7185	405	859,089	662,646	196,443
South Metro Ambulance	0.3421	193	409,039	315,506	93,532
City of Raymore, MO	1.2497	705	1,494,229	1,152,553	341,676
Surtax	0.5400	-	645,662	498,022	147,640
	<u>8.5815</u>	<u>\$ 4,537</u>	<u>\$ 10,260,646</u>	<u>\$ 7,914,406</u>	<u>\$ 2,346,240</u>

*Rates shown are for tax year 2019.

Exhibit 3
Projected Tax Revenues on Phase 1 Site with No Improvements

Assessed Value of Phase 1		\$ 3,109	\$ 3,109	\$ 3,171	\$ 3,171	\$ 3,235	\$ 3,235	\$ 3,299	\$ 3,299	\$ 3,365	\$ 3,365
Taxing Jurisdiction	Tax Rate per \$100	1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Hospital	0.1247	4	4	4	4	4	4	4	4	4	4
Sheltered Workshop	0.0458	1	1	1	1	1	1	2	2	2	2
Ray-Pec Schools	5.1823	161	161	164	164	168	168	171	171	174	174
Library District	0.1376	4	4	4	4	4	4	5	5	5	5
Cass County Road & Bridge	0.2108	7	7	7	7	7	7	7	7	7	7
South Metro Fire	0.7185	22	22	23	23	23	23	24	24	24	24
South Metro Ambulance	0.3421	11	11	11	11	11	11	11	11	12	12
City of Raymore, MO	1.2497	39	39	40	40	40	40	41	41	42	42
	8.0415	\$ 250	\$ 250	\$ 255	\$ 255	\$ 260	\$ 260	\$ 265	\$ 265	\$ 271	\$ 271

Assessed Value of Phase 1		\$ 3,433	\$ 3,433	\$ 3,501	\$ 3,501	\$ 3,571	\$ 3,571	\$ 3,643	\$ 3,643	\$ 3,715	\$ 3,715	
Taxing Jurisdiction	Tax Rate per \$100	11	12	13	14	15	16	17	18	19	20	Total
State	0.0300	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 20
Hospital	0.1247	4	4	4	4	4	4	5	5	5	5	85
Sheltered Workshop	0.0458	2	2	2	2	2	2	2	2	2	2	31
Ray-Pec Schools	5.1823	178	178	181	181	185	185	189	189	193	193	3,528
Library District	0.1376	5	5	5	5	5	5	5	5	5	5	94
Cass County Road & Bridge	0.2108	7	7	7	7	8	8	8	8	8	8	144
South Metro Fire	0.7185	25	25	25	25	26	26	26	26	27	27	489
South Metro Ambulance	0.3421	12	12	12	12	12	12	12	12	13	13	233
City of Raymore, MO	1.2497	43	43	44	44	45	45	46	46	46	46	851
	8.0415	\$ 276	\$ 276	\$ 282	\$ 282	\$ 287	\$ 287	\$ 293	\$ 293	\$ 299	\$ 299	\$ 5,475

**Exhibit 4
 Projected Tax Revenues on Phase 1 Site with Improvements (No Abatement)**

Assessed Value of Phase 1	\$6,588,535	\$6,588,535	\$6,720,306	\$6,720,306	\$6,854,712	\$6,854,712	\$6,991,806	\$6,991,806	\$7,131,642	\$7,131,642	
Taxing Jurisdiction	Tax Rate per \$100										
	1	2	3	4	5	6	7	8	9	10	
State	0.0300	\$ 1,977	\$ 1,977	\$ 2,016	\$ 2,016	\$ 2,056	\$ 2,056	\$ 2,098	\$ 2,098	\$ 2,139	\$ 2,139
Hospital	0.1247	8,216	8,216	8,380	8,380	8,548	8,548	8,719	8,719	8,893	8,893
Sheltered Workshop	0.0458	3,018	3,018	3,078	3,078	3,139	3,139	3,202	3,202	3,266	3,266
Ray-Pec Schools	5.1823	341,438	341,438	348,266	348,266	355,232	355,232	362,336	362,336	369,583	369,583
Library District	0.1376	9,066	9,066	9,247	9,247	9,432	9,432	9,621	9,621	9,813	9,813
Cass County Road & Bridge	0.2108	13,889	13,889	14,166	14,166	14,450	14,450	14,739	14,739	15,034	15,034
South Metro Fire	0.7185	47,339	47,339	48,285	48,285	49,251	49,251	50,236	50,236	51,241	51,241
South Metro Ambulance	0.3421	22,539	22,539	22,990	22,990	23,450	23,450	23,919	23,919	24,397	24,397
City of Raymore, MO	1.2497	82,337	82,337	83,984	83,984	85,663	85,663	87,377	87,377	89,124	89,124
Surtax	0.5400	35,578	35,578	36,290	36,290	37,015	37,015	37,756	37,756	38,511	38,511
	8.5815	\$ 565,395	\$ 565,395	\$ 576,703	\$ 576,703	\$ 588,237	\$ 588,237	\$ 600,002	\$ 600,002	\$ 612,002	\$ 612,002

Assessed Value of Phase 1	\$7,274,275	\$7,274,275	\$7,419,760	\$7,419,760	\$7,568,156	\$7,568,156	\$7,719,519	\$7,719,519	\$7,873,909	\$7,873,909		
Taxing Jurisdiction	Tax Rate per \$100										Total	
	11	12	13	14	15	16	17	18	19	20		
State	0.0300	\$ 2,182	\$ 2,182	\$ 2,226	\$ 2,226	\$ 2,270	\$ 2,270	\$ 2,316	\$ 2,316	\$ 2,362	\$ 2,362	\$ 43,286
Hospital	0.1247	9,071	9,071	9,252	9,252	9,437	9,437	9,626	9,626	9,819	9,819	179,924
Sheltered Workshop	0.0458	3,332	3,332	3,398	3,398	3,466	3,466	3,536	3,536	3,606	3,606	66,083
Ray-Pec Schools	5.1823	376,975	376,975	384,514	384,514	392,205	392,205	400,049	400,049	408,050	408,050	7,477,294
Library District	0.1376	10,009	10,009	10,210	10,210	10,414	10,414	10,622	10,622	10,835	10,835	198,536
Cass County Road & Bridge	0.2108	15,334	15,334	15,641	15,641	15,954	15,954	16,273	16,273	16,598	16,598	304,153
South Metro Fire	0.7185	52,266	52,266	53,311	53,311	54,377	54,377	55,465	55,465	56,574	56,574	1,036,689
South Metro Ambulance	0.3421	24,885	24,885	25,383	25,383	25,891	25,891	26,408	26,408	26,937	26,937	493,600
City of Raymore, MO	1.2497	90,907	90,907	92,725	92,725	94,579	94,579	96,471	96,471	98,400	98,400	1,803,133
Surtax	0.5400	39,281	39,281	40,067	40,067	40,868	40,868	41,685	41,685	42,519	42,519	779,140
	8.5815	\$ 624,242	\$ 624,242	\$ 636,727	\$ 636,727	\$ 649,461	\$ 649,461	\$ 662,450	\$ 662,450	\$ 675,700	\$ 675,700	\$12,381,837

Exhibit 5
Projected Tax Abatement on Phase 1

Assessed Value of Phase 1	\$ 6,588,535	\$ 6,588,535	\$ 6,720,306	\$ 6,720,306	\$ 6,854,712	\$ 6,854,712	\$ 6,991,806	\$ 6,991,806	\$ 7,131,642	\$ 7,131,642	
Abatement Percentage	97.34%	97.34%	97.39%	97.39%	97.44%	94.88%	94.98%	94.98%	93.44%	93.44%	
Taxing Jurisdiction	Tax Rate per \$100										
	1	2	3	4	5	6	7	8	9	10	
State	0.0300	\$ 1,924	\$ 1,924	\$ 1,963	\$ 1,963	\$ 2,004	\$ 1,951	\$ 1,992	\$ 1,992	\$ 1,999	\$ 1,999
Hospital	0.1247	7,997	7,997	8,161	8,161	8,329	8,110	8,281	8,281	8,310	8,310
Sheltered Workshop	0.0458	2,937	2,937	2,998	2,998	3,059	2,979	3,041	3,041	3,052	3,052
Ray-Pec Schools	5.1823	332,343	332,343	339,172	339,172	346,137	337,042	344,147	344,147	345,331	345,331
Library District	0.1376	8,824	8,824	9,006	9,006	9,191	8,949	9,138	9,138	9,169	9,169
Cass County Road & Bridge	0.2108	13,519	13,519	13,796	13,796	14,080	13,710	13,999	13,999	14,047	14,047
South Metro Fire	0.7185	46,078	46,078	47,024	47,024	47,990	46,729	47,714	47,714	47,878	47,878
South Metro Ambulance	0.3421	21,939	21,939	22,390	22,390	22,850	22,249	22,718	22,718	22,796	22,796
City of Raymore, MO	1.2497	80,144	80,144	81,791	81,791	83,470	81,277	82,990	82,990	83,276	83,276
Surtax	0.5400	34,630	34,630	35,342	35,342	36,068	35,120	35,860	35,860	35,984	35,984
	8.5815	\$ 550,335	\$ 550,335	\$ 561,643	\$ 561,643	\$ 573,177	\$ 558,117	\$ 569,882	\$ 569,882	\$ 571,842	\$ 571,842

Assessed Value of Phase 1	\$ 7,274,275	\$ 7,274,275	\$ 7,419,760	\$ 7,419,760	\$ 7,568,156	\$ 7,568,156	\$ 7,719,519	\$ 7,719,519	\$ 7,873,909	\$ 7,873,909		
Abatement Percentage	91.15%	91.15%	63.73%	63.73%	64.44%	45.12%	46.20%	46.20%	47.25%	47.25%		
Taxing Jurisdiction	Tax Rate per \$100										Total	
	11	12	13	14	15	16	17	18	19	20		
State	0.0300	\$ 1,989	\$ 1,989	\$ 1,419	\$ 1,419	\$ 1,463	\$ 1,024	\$ 1,070	\$ 1,070	\$ 1,116	\$ 1,116	\$ 33,388
Hospital	0.1247	8,269	8,269	5,897	5,897	6,082	4,258	4,447	4,447	4,640	4,640	138,782
Sheltered Workshop	0.0458	3,037	3,037	2,166	2,166	2,234	1,564	1,633	1,633	1,704	1,704	50,972
Ray-Pec Schools	5.1823	343,628	343,628	245,063	245,063	252,754	176,965	184,809	184,809	192,810	192,810	5,767,506
Library District	0.1376	9,124	9,124	6,507	6,507	6,711	4,699	4,907	4,907	5,119	5,119	153,138
Cass County Road & Bridge	0.2108	13,978	13,978	9,968	9,968	10,281	7,198	7,517	7,517	7,843	7,843	234,604
South Metro Fire	0.7185	47,642	47,642	33,977	33,977	35,043	24,535	25,623	25,623	26,732	26,732	799,636
South Metro Ambulance	0.3421	22,684	22,684	16,177	16,177	16,685	11,682	12,200	12,200	12,728	12,728	380,731
City of Raymore, MO	1.2497	82,865	82,865	59,097	59,097	60,951	42,675	44,566	44,566	46,496	46,496	1,390,821
Surtax	0.5400	35,806	35,806	25,536	25,536	26,337	18,440	19,257	19,257	20,091	20,091	600,979
	8.5815	\$ 569,022	\$ 569,022	\$ 405,807	\$ 405,807	\$ 418,541	\$ 293,041	\$ 306,030	\$ 306,030	\$ 319,280	\$ 319,280	\$ 9,550,557

Exhibit 6
Projected PILOT Amounts on Phase 1

Assessed Value of Phase 1		\$6,588,535	\$6,588,535	\$6,720,306	\$6,720,306	\$6,854,712	\$6,854,712	\$6,991,806	\$6,991,806	\$7,131,642	\$7,131,642
PILOT Payment		15,060	15,060	15,060	15,060	15,060	30,120	30,120	30,120	40,160	40,160
Taxing Jurisdiction	Tax Rate per \$100	1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 105	\$ 105	\$ 105	\$ 140	\$ 140
Hospital	0.1247	219	219	219	219	219	438	438	438	584	584
Sheltered Workshop	0.0458	80	80	80	80	80	161	161	161	214	214
Ray-Pec Schools	5.1823	9,095	9,095	9,095	9,095	9,095	18,189	18,189	18,189	24,252	24,252
Library District	0.1376	241	241	241	241	241	483	483	483	644	644
Cass County Road & Bridge	0.2108	370	370	370	370	370	740	740	740	987	987
South Metro Fire	0.7185	1,261	1,261	1,261	1,261	1,261	2,522	2,522	2,522	3,362	3,362
South Metro Ambulance	0.3421	600	600	600	600	600	1,201	1,201	1,201	1,601	1,601
City of Raymore, MO	1.2497	2,193	2,193	2,193	2,193	2,193	4,386	4,386	4,386	5,848	5,848
Surtax	0.5400	948	948	948	948	948	1,895	1,895	1,895	2,527	2,527
	8.5815	\$ 15,060	\$ 15,060	\$ 15,060	\$ 15,060	\$ 15,060	\$ 30,120	\$ 30,120	\$ 30,120	\$ 40,160	\$ 40,160

Assessed Value of Phase 1		\$7,274,275	\$7,274,275	\$7,419,760	\$7,419,760	\$7,568,156	\$7,568,156	\$7,719,519	\$7,719,519	\$7,873,909	\$7,873,909	
PILOT Payment		55,220	55,220	230,920	230,920	230,920	356,420	356,420	356,420	356,420	356,420	
Taxing Jurisdiction	Tax Rate per \$100	11	12	13	14	15	16	17	18	19	20	Total
State	0.0300	\$ 193	\$ 193	\$ 807	\$ 807	\$ 807	\$ 1,246	\$ 1,246	\$ 1,246	\$ 1,246	\$ 1,246	\$ 9,898
Hospital	0.1247	802	802	3,356	3,356	3,356	5,179	5,179	5,179	5,179	5,179	41,142
Sheltered Workshop	0.0458	295	295	1,232	1,232	1,232	1,902	1,902	1,902	1,902	1,902	15,111
Ray-Pec Schools	5.1823	33,347	33,347	139,451	139,451	139,451	215,239	215,239	215,239	215,239	215,239	1,709,788
Library District	0.1376	885	885	3,703	3,703	3,703	5,715	5,715	5,715	5,715	5,715	45,398
Cass County Road & Bridge	0.2108	1,356	1,356	5,672	5,672	5,672	8,755	8,755	8,755	8,755	8,755	69,549
South Metro Fire	0.7185	4,623	4,623	19,334	19,334	19,334	29,842	29,842	29,842	29,842	29,842	237,054
South Metro Ambulance	0.3421	2,201	2,201	9,206	9,206	9,206	14,209	14,209	14,209	14,209	14,209	112,868
City of Raymore, MO	1.2497	8,042	8,042	33,628	33,628	33,628	51,904	51,904	51,904	51,904	51,904	412,311
Surtax	0.5400	3,475	3,475	14,531	14,531	14,531	22,428	22,428	22,428	22,428	22,428	178,161
	8.5815	\$ 55,220	\$ 55,220	\$ 230,920	\$ 230,920	\$ 230,920	\$ 356,420	\$ 356,420	\$ 356,420	\$ 356,420	\$ 356,420	\$ 2,831,280

**Exhibit 7
 Projected Tax Revenues on Phase 2 Site with No Improvements**

Assessed Value of Phase 2	\$ 2,576	\$ 2,576	\$ 2,628	\$ 2,628	\$ 2,680	\$ 2,680	\$ 2,734	\$ 2,734	\$ 2,789	\$ 2,789
Taxing Jurisdiction	Tax Rate per \$100									
	1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Hospital	0.1247	3	3	3	3	3	3	3	3	3
Sheltered Workshop	0.0458	1	1	1	1	1	1	1	1	1
Ray-Pec Schools	5.1823	134	134	136	136	139	139	142	142	145
Library District	0.1376	4	4	4	4	4	4	4	4	4
Cass County Road & Bridge	0.2108	5	5	6	6	6	6	6	6	6
South Metro Fire	0.7185	19	19	19	19	19	19	20	20	20
South Metro Ambulance	0.3421	9	9	9	9	9	9	9	9	10
City of Raymore, MO	1.2497	32	32	33	33	34	34	34	34	35
	8.0415	\$ 207	\$ 207	\$ 211	\$ 211	\$ 216	\$ 216	\$ 220	\$ 220	\$ 224

Assessed Value of Phase 2	\$ 2,844	\$ 2,844	\$ 2,901	\$ 2,901	\$ 2,959	\$ 2,959	\$ 3,019	\$ 3,019	\$ 3,079	\$ 3,079	
Taxing Jurisdiction	Tax Rate per \$100										Total
	11	12	13	14	15	16	17	18	19	20	
State	0.0300	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 17
Hospital	0.1247	4	4	4	4	4	4	4	4	4	70
Sheltered Workshop	0.0458	1	1	1	1	1	1	1	1	1	26
Ray-Pec Schools	5.1823	147	147	150	150	153	153	156	156	160	2,924
Library District	0.1376	4	4	4	4	4	4	4	4	4	78
Cass County Road & Bridge	0.2108	6	6	6	6	6	6	6	6	6	119
South Metro Fire	0.7185	20	20	21	21	21	21	22	22	22	405
South Metro Ambulance	0.3421	10	10	10	10	10	10	10	10	11	193
City of Raymore, MO	1.2497	36	36	36	36	37	37	38	38	38	705
	8.0415	\$ 229	\$ 229	\$ 233	\$ 233	\$ 238	\$ 238	\$ 243	\$ 243	\$ 248	\$ 4,537

Exhibit 8
Projected Tax Revenues on Phase 2 Site with Improvements (No Abatement)

Assessed Value of Phase 2	\$5,459,822	\$5,459,822	\$5,569,018	\$5,569,018	\$5,680,398	\$5,680,398	\$5,794,006	\$5,794,006	\$5,909,887	\$5,909,887	
Taxing Jurisdiction	Tax Rate per \$100										
	1	2	3	4	5	6	7	8	9	10	
State	0.0300	\$ 1,638	\$ 1,638	\$ 1,671	\$ 1,671	\$ 1,704	\$ 1,704	\$ 1,738	\$ 1,738	\$ 1,773	\$ 1,773
Hospital	0.1247	6,808	6,808	6,945	6,945	7,083	7,083	7,225	7,225	7,370	7,370
Sheltered Workshop	0.0458	2,501	2,501	2,551	2,551	2,602	2,602	2,654	2,654	2,707	2,707
Ray-Pec Schools	5.1823	282,944	282,944	288,603	288,603	294,375	294,375	300,263	300,263	306,268	306,268
Library District	0.1376	7,513	7,513	7,663	7,663	7,816	7,816	7,973	7,973	8,132	8,132
Cass County Road & Bridge	0.2108	11,509	11,509	11,739	11,739	11,974	11,974	12,214	12,214	12,458	12,458
South Metro Fire	0.7185	39,229	39,229	40,013	40,013	40,814	40,814	41,630	41,630	42,463	42,463
South Metro Ambulance	0.3421	18,678	18,678	19,052	19,052	19,433	19,433	19,821	19,821	20,218	20,218
City of Raymore, MO	1.2497	68,231	68,231	69,596	69,596	70,988	70,988	72,408	72,408	73,856	73,856
Surtax	0.5400	29,483	29,483	30,073	30,073	30,674	30,674	31,288	31,288	31,913	31,913
	8.5815	\$ 468,535	\$ 468,535	\$ 477,905	\$ 477,905	\$ 487,463	\$ 487,463	\$ 497,213	\$ 497,213	\$ 507,157	\$ 507,157

Assessed Value of Phase 2	\$6,028,084	\$6,028,084	\$6,148,646	\$6,148,646	\$6,271,619	\$6,271,619	\$6,397,051	\$6,397,051	\$6,524,992	\$6,524,992		
Taxing Jurisdiction	Tax Rate per \$100											
	11	12	13	14	15	16	17	18	19	20	Total	
State	0.0300	\$ 1,808	\$ 1,808	\$ 1,845	\$ 1,845	\$ 1,881	\$ 1,881	\$ 1,919	\$ 1,919	\$ 1,958	\$ 1,958	\$ 35,870
Hospital	0.1247	7,517	7,517	7,667	7,667	7,821	7,821	7,977	7,977	8,137	8,137	149,100
Sheltered Workshop	0.0458	2,761	2,761	2,816	2,816	2,872	2,872	2,930	2,930	2,988	2,988	54,762
Ray-Pec Schools	5.1823	312,393	312,393	318,641	318,641	325,014	325,014	331,514	331,514	338,145	338,145	6,196,323
Library District	0.1376	8,295	8,295	8,461	8,461	8,630	8,630	8,802	8,802	8,978	8,978	164,524
Cass County Road & Bridge	0.2108	12,707	12,707	12,961	12,961	13,221	13,221	13,485	13,485	13,755	13,755	252,047
South Metro Fire	0.7185	43,312	43,312	44,178	44,178	45,062	45,062	45,963	45,963	46,882	46,882	859,089
South Metro Ambulance	0.3421	20,622	20,622	21,035	21,035	21,455	21,455	21,884	21,884	22,322	22,322	409,039
City of Raymore, MO	1.2497	75,333	75,333	76,840	76,840	78,376	78,376	79,944	79,944	81,543	81,543	1,494,229
Surtax	0.5400	32,552	32,552	33,203	33,203	33,867	33,867	34,544	34,544	35,235	35,235	645,662
	8.5815	\$ 517,300	\$ 517,300	\$ 527,646	\$ 527,646	\$ 538,199	\$ 538,199	\$ 548,963	\$ 548,963	\$ 559,942	\$ 559,942	\$10,260,646

Exhibit 9
Projected Tax Abatement on Phase 2

Assessed Value of Phase 2	\$ 5,459,822	\$ 5,459,822	\$ 5,569,018	\$ 5,569,018	\$ 5,680,398	\$ 5,680,398	\$ 5,794,006	\$ 5,794,006	\$ 5,909,887	\$ 5,909,887	
Abatement Percentage	97.34%	97.34%	97.39%	97.39%	97.44%	94.88%	94.98%	94.98%	93.44%	93.44%	
Taxing Jurisdiction	Tax Rate per \$100	1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 1,594	\$ 1,594	\$ 1,627	\$ 1,627	\$ 1,660	\$ 1,617	\$ 1,651	\$ 1,651	\$ 1,657	\$ 1,657
Hospital	0.1247	6,627	6,627	6,763	6,763	6,902	6,721	6,862	6,862	6,886	6,886
Sheltered Workshop	0.0458	2,434	2,434	2,484	2,484	2,535	2,468	2,520	2,520	2,529	2,529
Ray-Pec Schools	5.1823	275,408	275,408	281,067	281,067	286,839	279,302	285,190	285,190	286,171	286,171
Library District	0.1376	7,313	7,313	7,463	7,463	7,616	7,416	7,572	7,572	7,598	7,598
Cass County Road & Bridge	0.2108	11,203	11,203	11,433	11,433	11,668	11,361	11,601	11,601	11,641	11,641
South Metro Fire	0.7185	38,184	38,184	38,968	38,968	39,769	38,724	39,540	39,540	39,676	39,676
South Metro Ambulance	0.3421	18,181	18,181	18,554	18,554	18,935	18,438	18,826	18,826	18,891	18,891
City of Raymore, MO	1.2497	66,414	66,414	67,779	67,779	69,171	67,353	68,773	68,773	69,009	69,009
Surtax	0.5400	28,698	28,698	29,287	29,287	29,889	29,104	29,717	29,717	29,819	29,819
	8.5815	\$ 456,055	\$ 456,055	\$ 465,425	\$ 465,425	\$ 474,983	\$ 462,503	\$ 472,253	\$ 472,253	\$ 473,877	\$ 473,877

Assessed Value of Phase 2	\$ 6,028,084	\$ 6,028,084	\$ 6,148,646	\$ 6,148,646	\$ 6,271,619	\$ 6,271,619	\$ 6,397,051	\$ 6,397,051	\$ 6,524,992	\$ 6,524,992		
Abatement Percentage	91.15%	91.15%	63.73%	63.73%	64.44%	45.12%	46.20%	46.20%	47.25%	47.25%		
Taxing Jurisdiction	Tax Rate per \$100	11	12	13	14	15	16	17	18	19	20	Total
State	0.0300	\$ 1,648	\$ 1,648	\$ 1,176	\$ 1,176	\$ 1,213	\$ 849	\$ 887	\$ 887	\$ 925	\$ 925	\$ 27,668
Hospital	0.1247	6,852	6,852	4,887	4,887	5,040	3,529	3,685	3,685	3,845	3,845	115,006
Sheltered Workshop	0.0458	2,517	2,517	1,795	1,795	1,851	1,296	1,353	1,353	1,412	1,412	42,240
Ray-Pec Schools	5.1823	284,759	284,759	203,080	203,080	209,453	146,649	153,149	153,149	159,779	159,779	4,779,447
Library District	0.1376	7,561	7,561	5,392	5,392	5,561	3,894	4,066	4,066	4,242	4,242	126,903
Cass County Road & Bridge	0.2108	11,583	11,583	8,261	8,261	8,520	5,965	6,230	6,230	6,499	6,499	194,413
South Metro Fire	0.7185	39,480	39,480	28,156	28,156	29,040	20,332	21,233	21,233	22,153	22,153	662,646
South Metro Ambulance	0.3421	18,798	18,798	13,406	13,406	13,827	9,681	10,110	10,110	10,548	10,548	315,506
City of Raymore, MO	1.2497	68,669	68,669	48,972	48,972	50,509	35,364	36,931	36,931	38,530	38,530	1,152,553
Surtax	0.5400	29,672	29,672	21,161	21,161	21,825	15,281	15,958	15,958	16,649	16,649	498,022
	8.5815	\$ 471,540	\$ 471,540	\$ 336,286	\$ 336,286	\$ 346,839	\$ 242,839	\$ 253,603	\$ 253,603	\$ 264,582	\$ 264,582	\$ 7,914,406

Exhibit 10
Projected PILOT Amounts on Phase 2

Assessed Value of Phase 2	\$ 5,459,822	\$ 5,459,822	\$ 5,569,018	\$ 5,569,018	\$ 5,680,398	\$ 5,680,398	\$ 5,794,006	\$ 5,794,006	\$ 5,909,887	\$ 5,909,887
PILOT Payment	12,480	12,480	12,480	12,480	12,480	24,960	24,960	24,960	33,280	33,280

Taxing Jurisdiction	Tax Rate per \$100										
		1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 87	\$ 87	\$ 87	\$ 116	\$ 116
Hospital	0.1247	181	181	181	181	181	363	363	363	484	484
Sheltered Workshop	0.0458	67	67	67	67	67	133	133	133	178	178
Ray-Pec Schools	5.1823	7,537	7,537	7,537	7,537	7,537	15,073	15,073	15,073	20,098	20,098
Library District	0.1376	200	200	200	200	200	400	400	400	534	534
Cass County Road & Bridge	0.2108	307	307	307	307	307	613	613	613	818	818
South Metro Fire	0.7185	1,045	1,045	1,045	1,045	1,045	2,090	2,090	2,090	2,786	2,786
South Metro Ambulance	0.3421	498	498	498	498	498	995	995	995	1,327	1,327
City of Raymore, MO	1.2497	1,817	1,817	1,817	1,817	1,817	3,635	3,635	3,635	4,846	4,846
Surtax	0.5400	785	785	785	785	785	1,571	1,571	1,571	2,094	2,094
	8.5815	\$ 12,480	\$ 12,480	\$ 12,480	\$ 12,480	\$ 12,480	\$ 24,960	\$ 24,960	\$ 24,960	\$ 33,280	\$ 33,280

Assessed Value of Phase 2	\$ 6,028,084	\$ 6,028,084	\$ 6,148,646	\$ 6,148,646	\$ 6,271,619	\$ 6,271,619	\$ 6,397,051	\$ 6,397,051	\$ 6,524,992	\$ 6,524,992
PILOT Payment	45,760	45,760	191,360	191,360	191,360	295,360	295,360	295,360	295,360	295,360

Taxing Jurisdiction	Tax Rate per \$100											Total
		11	12	13	14	15	16	17	18	19	20	
State	0.0300	\$ 160	\$ 160	\$ 669	\$ 669	\$ 669	\$ 1,033	\$ 1,033	\$ 1,033	\$ 1,033	\$ 1,033	\$ 8,202
Hospital	0.1247	665	665	2,781	2,781	2,781	4,292	4,292	4,292	4,292	4,292	34,094
Sheltered Workshop	0.0458	244	244	1,021	1,021	1,021	1,576	1,576	1,576	1,576	1,576	12,522
Ray-Pec Schools	5.1823	27,634	27,634	115,561	115,561	115,561	178,366	178,366	178,366	178,366	178,366	1,416,876
Library District	0.1376	734	734	3,068	3,068	3,068	4,736	4,736	4,736	4,736	4,736	37,621
Cass County Road & Bridge	0.2108	1,124	1,124	4,701	4,701	4,701	7,255	7,255	7,255	7,255	7,255	57,634
South Metro Fire	0.7185	3,831	3,831	16,022	16,022	16,022	24,729	24,729	24,729	24,729	24,729	196,443
South Metro Ambulance	0.3421	1,824	1,824	7,629	7,629	7,629	11,774	11,774	11,774	11,774	11,774	93,532
City of Raymore, MO	1.2497	6,664	6,664	27,867	27,867	27,867	43,012	43,012	43,012	43,012	43,012	341,676
Surtax	0.5400	2,879	2,879	12,042	12,042	12,042	18,586	18,586	18,586	18,586	18,586	147,640
	8.5815	\$ 45,760	\$ 45,760	\$ 191,360	\$ 191,360	\$ 191,360	\$ 295,360	\$ 295,360	\$ 295,360	\$ 295,360	\$ 295,360	\$ 2,346,240

Exhibit 11
Projected Tax Revenues on Phase 3 Site with No Improvements

Assessed Value of Phase 3	\$ 2,576	\$ 2,576	\$ 2,628	\$ 2,628	\$ 2,680	\$ 2,680	\$ 2,734	\$ 2,734	\$ 2,789	\$ 2,789
Taxing Jurisdiction	Tax Rate per \$100									
	1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Hospital	0.1247	3	3	3	3	3	3	3	3	3
Sheltered Workshop	0.0458	1	1	1	1	1	1	1	1	1
Ray-Pec Schools	5.1823	134	134	136	136	139	139	142	142	145
Library District	0.1376	4	4	4	4	4	4	4	4	4
Cass County Road & Bridge	0.2108	5	5	6	6	6	6	6	6	6
South Metro Fire	0.7185	19	19	19	19	19	19	20	20	20
South Metro Ambulance	0.3421	9	9	9	9	9	9	9	10	10
City of Raymore, MO	1.2497	32	32	33	33	34	34	34	35	35
8.0415	\$ 207	\$ 207	\$ 211	\$ 211	\$ 216	\$ 216	\$ 220	\$ 220	\$ 224	\$ 224

Assessed Value of Phase 3	\$ 2,844	\$ 2,844	\$ 2,901	\$ 2,901	\$ 2,959	\$ 2,959	\$ 3,019	\$ 3,019	\$ 3,079	\$ 3,079	
Taxing Jurisdiction	Tax Rate per \$100										Total
	11	12	13	14	15	16	17	18	19	20	
State	0.0300	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 17
Hospital	0.1247	4	4	4	4	4	4	4	4	4	70
Sheltered Workshop	0.0458	1	1	1	1	1	1	1	1	1	26
Ray-Pec Schools	5.1823	147	147	150	150	153	153	156	156	160	2,924
Library District	0.1376	4	4	4	4	4	4	4	4	4	78
Cass County Road & Bridge	0.2108	6	6	6	6	6	6	6	6	6	119
South Metro Fire	0.7185	20	20	21	21	21	21	22	22	22	405
South Metro Ambulance	0.3421	10	10	10	10	10	10	10	10	11	193
City of Raymore, MO	1.2497	36	36	36	36	37	37	38	38	38	705
8.0415	\$ 229	\$ 229	\$ 233	\$ 233	\$ 238	\$ 238	\$ 243	\$ 243	\$ 248	\$ 248	\$ 4,537

Exhibit 12
Projected Tax Revenues on Phase 3 Site with Improvements (No Abatement)

Assessed Value of Phase 3	\$5,459,822	\$5,459,822	\$5,569,018	\$5,569,018	\$5,680,398	\$5,680,398	\$5,794,006	\$5,794,006	\$5,909,887	\$5,909,887	
Taxing Jurisdiction	Tax Rate per \$100										
	1	2	3	4	5	6	7	8	9	10	
State	0.0300	\$ 1,638	\$ 1,638	\$ 1,671	\$ 1,671	\$ 1,704	\$ 1,704	\$ 1,738	\$ 1,738	\$ 1,773	\$ 1,773
Hospital	0.1247	6,808	6,808	6,945	6,945	7,083	7,083	7,225	7,225	7,370	7,370
Sheltered Workshop	0.0458	2,501	2,501	2,551	2,551	2,602	2,602	2,654	2,654	2,707	2,707
Ray-Pec Schools	5.1823	282,944	282,944	288,603	288,603	294,375	294,375	300,263	300,263	306,268	306,268
Library District	0.1376	7,513	7,513	7,663	7,663	7,816	7,816	7,973	7,973	8,132	8,132
Cass County Road & Bridge	0.2108	11,509	11,509	11,739	11,739	11,974	11,974	12,214	12,214	12,458	12,458
South Metro Fire	0.7185	39,229	39,229	40,013	40,013	40,814	40,814	41,630	41,630	42,463	42,463
South Metro Ambulance	0.3421	18,678	18,678	19,052	19,052	19,433	19,433	19,821	19,821	20,218	20,218
City of Raymore, MO	1.2497	68,231	68,231	69,596	69,596	70,988	70,988	72,408	72,408	73,856	73,856
Surtax	0.5400	29,483	29,483	30,073	30,073	30,674	30,674	31,288	31,288	31,913	31,913
	8.5815	\$ 468,535	\$ 468,535	\$ 477,905	\$ 477,905	\$ 487,463	\$ 487,463	\$ 497,213	\$ 497,213	\$ 507,157	\$ 507,157

Assessed Value of Phase 3	\$6,028,084	\$6,028,084	\$6,148,646	\$6,148,646	\$6,271,619	\$6,271,619	\$6,397,051	\$6,397,051	\$6,524,992	\$6,524,992		
Taxing Jurisdiction	Tax Rate per \$100										Total	
	11	12	13	14	15	16	17	18	19	20		
State	0.0300	\$ 1,808	\$ 1,808	\$ 1,845	\$ 1,845	\$ 1,881	\$ 1,881	\$ 1,919	\$ 1,919	\$ 1,958	\$ 1,958	\$ 35,870
Hospital	0.1247	7,517	7,517	7,667	7,667	7,821	7,821	7,977	7,977	8,137	8,137	149,100
Sheltered Workshop	0.0458	2,761	2,761	2,816	2,816	2,872	2,872	2,930	2,930	2,988	2,988	54,762
Ray-Pec Schools	5.1823	312,393	312,393	318,641	318,641	325,014	325,014	331,514	331,514	338,145	338,145	6,196,323
Library District	0.1376	8,295	8,295	8,461	8,461	8,630	8,630	8,802	8,802	8,978	8,978	164,524
Cass County Road & Bridge	0.2108	12,707	12,707	12,961	12,961	13,221	13,221	13,485	13,485	13,755	13,755	252,047
South Metro Fire	0.7185	43,312	43,312	44,178	44,178	45,062	45,062	45,963	45,963	46,882	46,882	859,089
South Metro Ambulance	0.3421	20,622	20,622	21,035	21,035	21,455	21,455	21,884	21,884	22,322	22,322	409,039
City of Raymore, MO	1.2497	75,333	75,333	76,840	76,840	78,376	78,376	79,944	79,944	81,543	81,543	1,494,229
Surtax	0.5400	32,552	32,552	33,203	33,203	33,867	33,867	34,544	34,544	35,235	35,235	645,662
	8.5815	\$ 517,300	\$ 517,300	\$ 527,646	\$ 527,646	\$ 538,199	\$ 538,199	\$ 548,963	\$ 548,963	\$ 559,942	\$ 559,942	\$10,260,646

Exhibit 13
Projected Tax Abatement on Phase 3

Assessed Value of Phase 3	\$ 5,459,822	\$ 5,459,822	\$ 5,569,018	\$ 5,569,018	\$ 5,680,398	\$ 5,680,398	\$ 5,794,006	\$ 5,794,006	\$ 5,909,887	\$ 5,909,887
Abatement Percentage	97.34%	97.34%	97.39%	97.39%	97.44%	94.88%	94.98%	94.98%	93.44%	93.44%

Taxing Jurisdiction	Tax Rate per \$100	Tax Rate									
		1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 1,594	\$ 1,594	\$ 1,627	\$ 1,627	\$ 1,660	\$ 1,617	\$ 1,651	\$ 1,651	\$ 1,657	\$ 1,657
Hospital	0.1247	6,627	6,627	6,763	6,763	6,902	6,721	6,862	6,862	6,886	6,886
Sheltered Workshop	0.0458	2,434	2,434	2,484	2,484	2,535	2,468	2,520	2,520	2,529	2,529
Ray-Pec Schools	5.1823	275,408	275,408	281,067	281,067	286,839	279,302	285,190	285,190	286,171	286,171
Library District	0.1376	7,313	7,313	7,463	7,463	7,616	7,416	7,572	7,572	7,598	7,598
Cass County Road & Bridge	0.2108	11,203	11,203	11,433	11,433	11,668	11,361	11,601	11,601	11,641	11,641
South Metro Fire	0.7185	38,184	38,184	38,968	38,968	39,769	38,724	39,540	39,540	39,676	39,676
South Metro Ambulance	0.3421	18,181	18,181	18,554	18,554	18,935	18,438	18,826	18,826	18,891	18,891
City of Raymore, MO	1.2497	66,414	66,414	67,779	67,779	69,171	67,353	68,773	68,773	69,009	69,009
Surtax	0.5400	28,698	28,698	29,287	29,287	29,889	29,104	29,717	29,717	29,819	29,819
	8.5815	\$ 456,055	\$ 456,055	\$ 465,425	\$ 465,425	\$ 474,983	\$ 462,503	\$ 472,253	\$ 472,253	\$ 473,877	\$ 473,877

Assessed Value of Phase 3	\$ 6,028,084	\$ 6,028,084	\$ 6,148,646	\$ 6,148,646	\$ 6,271,619	\$ 6,271,619	\$ 6,397,051	\$ 6,397,051	\$ 6,524,992	\$ 6,524,992
Abatement Percentage	91.15%	91.15%	63.73%	63.73%	64.44%	45.12%	46.20%	46.20%	47.25%	47.25%

Taxing Jurisdiction	Tax Rate per \$100	Tax Rate										Total
		11	12	13	14	15	16	17	18	19	20	
State	0.0300	\$ 1,648	\$ 1,648	\$ 1,176	\$ 1,176	\$ 1,213	\$ 849	\$ 887	\$ 887	\$ 925	\$ 925	\$ 27,668
Hospital	0.1247	6,852	6,852	4,887	4,887	5,040	3,529	3,685	3,685	3,845	3,845	115,006
Sheltered Workshop	0.0458	2,517	2,517	1,795	1,795	1,851	1,296	1,353	1,353	1,412	1,412	42,240
Ray-Pec Schools	5.1823	284,759	284,759	203,080	203,080	209,453	146,649	153,149	153,149	159,779	159,779	4,779,447
Library District	0.1376	7,561	7,561	5,392	5,392	5,561	3,894	4,066	4,066	4,242	4,242	126,903
Cass County Road & Bridge	0.2108	11,583	11,583	8,261	8,261	8,520	5,965	6,230	6,230	6,499	6,499	194,413
South Metro Fire	0.7185	39,480	39,480	28,156	28,156	29,040	20,332	21,233	21,233	22,153	22,153	662,646
South Metro Ambulance	0.3421	18,798	18,798	13,406	13,406	13,827	9,681	10,110	10,110	10,548	10,548	315,506
City of Raymore, MO	1.2497	68,669	68,669	48,972	48,972	50,509	35,364	36,931	36,931	38,530	38,530	1,152,553
Surtax	0.5400	29,672	29,672	21,161	21,161	21,825	15,281	15,958	15,958	16,649	16,649	498,022
	8.5815	\$ 471,540	\$ 471,540	\$ 336,286	\$ 336,286	\$ 346,839	\$ 242,839	\$ 253,603	\$ 253,603	\$ 264,582	\$ 264,582	\$ 7,914,406

Exhibit 14
Projected PILOT Amounts on Phase 3

Assessed Value of Phase 3	\$ 5,459,822	\$ 5,459,822	\$ 5,569,018	\$ 5,569,018	\$ 5,680,398	\$ 5,680,398	\$ 5,794,006	\$ 5,794,006	\$ 5,909,887	\$ 5,909,887	
PILOT Payment	12,480	12,480	12,480	12,480	12,480	24,960	24,960	24,960	33,280	33,280	
Taxing Jurisdiction	Tax Rate per \$100	1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 87	\$ 87	\$ 87	\$ 116	\$ 116
Hospital	0.1247	181	181	181	181	181	363	363	363	484	484
Sheltered Workshop	0.0458	67	67	67	67	67	133	133	133	178	178
Ray-Pec Schools	5.1823	7,537	7,537	7,537	7,537	7,537	15,073	15,073	15,073	20,098	20,098
Library District	0.1376	200	200	200	200	200	400	400	400	534	534
Cass County Road & Bridge	0.2108	307	307	307	307	307	613	613	613	818	818
South Metro Fire	0.7185	1,045	1,045	1,045	1,045	1,045	2,090	2,090	2,090	2,786	2,786
South Metro Ambulance	0.3421	498	498	498	498	498	995	995	995	1,327	1,327
City of Raymore, MO	1.2497	1,817	1,817	1,817	1,817	1,817	3,635	3,635	3,635	4,846	4,846
Surtax	0.5400	785	785	785	785	785	1,571	1,571	1,571	2,094	2,094
	8.5815	\$ 12,480	\$ 12,480	\$ 12,480	\$ 12,480	\$ 12,480	\$ 24,960	\$ 24,960	\$ 24,960	\$ 33,280	\$ 33,280

Assessed Value of Phase 3	\$ 6,028,084	\$ 6,028,084	\$ 6,148,646	\$ 6,148,646	\$ 6,271,619	\$ 6,271,619	\$ 6,397,051	\$ 6,397,051	\$ 6,524,992	\$ 6,524,992		
PILOT Payment	45,760	45,760	191,360	191,360	191,360	295,360	295,360	295,360	295,360	295,360		
Taxing Jurisdiction	Tax Rate per \$100	11	12	13	14	15	16	17	18	19	20	Total
State	0.0300	\$ 160	\$ 160	\$ 669	\$ 669	\$ 669	\$ 1,033	\$ 1,033	\$ 1,033	\$ 1,033	\$ 1,033	\$ 8,202
Hospital	0.1247	665	665	2,781	2,781	2,781	4,292	4,292	4,292	4,292	4,292	34,094
Sheltered Workshop	0.0458	244	244	1,021	1,021	1,021	1,576	1,576	1,576	1,576	1,576	12,522
Ray-Pec Schools	5.1823	27,634	27,634	115,561	115,561	115,561	178,366	178,366	178,366	178,366	178,366	1,416,876
Library District	0.1376	734	734	3,068	3,068	3,068	4,736	4,736	4,736	4,736	4,736	37,621
Cass County Road & Bridge	0.2108	1,124	1,124	4,701	4,701	4,701	7,255	7,255	7,255	7,255	7,255	57,634
South Metro Fire	0.7185	3,831	3,831	16,022	16,022	16,022	24,729	24,729	24,729	24,729	24,729	196,443
South Metro Ambulance	0.3421	1,824	1,824	7,629	7,629	7,629	11,774	11,774	11,774	11,774	11,774	93,532
City of Raymore, MO	1.2497	6,664	6,664	27,867	27,867	27,867	43,012	43,012	43,012	43,012	43,012	341,676
Surtax	0.5400	2,879	2,879	12,042	12,042	12,042	18,586	18,586	18,586	18,586	18,586	147,640
	8.5815	\$ 45,760	\$ 45,760	\$ 191,360	\$ 191,360	\$ 191,360	\$ 295,360	\$ 295,360	\$ 295,360	\$ 295,360	\$ 295,360	\$ 2,346,240

Exhibit 15
Projected Tax Revenues on Phase 4 Site with No Improvements

Assessed Value of Phase 4		\$ 2,576	\$ 2,576	\$ 2,628	\$ 2,628	\$ 2,680	\$ 2,680	\$ 2,734	\$ 2,734	\$ 2,789	\$ 2,789
Taxing Jurisdiction	Tax Rate per \$100	1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Hospital	0.1247	3	3	3	3	3	3	3	3	3	3
Sheltered Workshop	0.0458	1	1	1	1	1	1	1	1	1	1
Ray-Pec Schools	5.1823	134	134	136	136	139	139	142	142	145	145
Library District	0.1376	4	4	4	4	4	4	4	4	4	4
Cass County Road & Bridge	0.2108	5	5	6	6	6	6	6	6	6	6
South Metro Fire	0.7185	19	19	19	19	19	19	20	20	20	20
South Metro Ambulance	0.3421	9	9	9	9	9	9	9	9	10	10
City of Raymore, MO	1.2497	32	32	33	33	34	34	34	34	35	35
	8.0415	\$ 207	\$ 207	\$ 211	\$ 211	\$ 216	\$ 216	\$ 220	\$ 220	\$ 224	\$ 224

Assessed Value of Phase 4		\$ 2,844	\$ 2,844	\$ 2,901	\$ 2,901	\$ 2,959	\$ 2,959	\$ 3,019	\$ 3,019	\$ 3,079	\$ 3,079	
Taxing Jurisdiction	Tax Rate per \$100	11	12	13	14	15	16	17	18	19	20	Total
State	0.0300	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	17
Hospital	0.1247	4	4	4	4	4	4	4	4	4	4	70
Sheltered Workshop	0.0458	1	1	1	1	1	1	1	1	1	1	26
Ray-Pec Schools	5.1823	147	147	150	150	153	153	156	156	160	160	2,924
Library District	0.1376	4	4	4	4	4	4	4	4	4	4	78
Cass County Road & Bridge	0.2108	6	6	6	6	6	6	6	6	6	6	119
South Metro Fire	0.7185	20	20	21	21	21	21	22	22	22	22	405
South Metro Ambulance	0.3421	10	10	10	10	10	10	10	10	11	11	193
City of Raymore, MO	1.2497	36	36	36	36	37	37	38	38	38	38	705
	8.0415	\$ 229	\$ 229	\$ 233	\$ 233	\$ 238	\$ 238	\$ 243	\$ 243	\$ 248	\$ 248	\$ 4,537

Exhibit 16
Projected Tax Revenues on Phase 4 Site with Improvements (No Abatement)

Assessed Value of Phase 4		\$5,459,822	\$5,459,822	\$5,569,018	\$5,569,018	\$5,680,398	\$5,680,398	\$5,794,006	\$5,794,006	\$5,909,887	\$5,909,887
Taxing Jurisdiction	Tax Rate per \$100	1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 1,638	\$ 1,638	\$ 1,671	\$ 1,671	\$ 1,704	\$ 1,704	\$ 1,738	\$ 1,738	\$ 1,773	\$ 1,773
Hospital	0.1247	6,808	6,808	6,945	6,945	7,083	7,083	7,225	7,225	7,370	7,370
Sheltered Workshop	0.0458	2,501	2,501	2,551	2,551	2,602	2,602	2,654	2,654	2,707	2,707
Ray-Pec Schools	5.1823	282,944	282,944	288,603	288,603	294,375	294,375	300,263	300,263	306,268	306,268
Library District	0.1376	7,513	7,513	7,663	7,663	7,816	7,816	7,973	7,973	8,132	8,132
Cass County Road & Bridge	0.2108	11,509	11,509	11,739	11,739	11,974	11,974	12,214	12,214	12,458	12,458
South Metro Fire	0.7185	39,229	39,229	40,013	40,013	40,814	40,814	41,630	41,630	42,463	42,463
South Metro Ambulance	0.3421	18,678	18,678	19,052	19,052	19,433	19,433	19,821	19,821	20,218	20,218
City of Raymore, MO	1.2497	68,231	68,231	69,596	69,596	70,988	70,988	72,408	72,408	73,856	73,856
Surtax	0.5400	29,483	29,483	30,073	30,073	30,674	30,674	31,288	31,288	31,913	31,913
	8.5815	\$ 468,535	\$ 468,535	\$ 477,905	\$ 477,905	\$ 487,463	\$ 487,463	\$ 497,213	\$ 497,213	\$ 507,157	\$ 507,157

Assessed Value of Phase 4		\$6,028,084	\$6,028,084	\$6,148,646	\$6,148,646	\$6,271,619	\$6,271,619	\$6,397,051	\$6,397,051	\$6,524,992	\$6,524,992	
Taxing Jurisdiction	Tax Rate per \$100	11	12	13	14	15	16	17	18	19	20	Total
State	0.0300	\$ 1,808	\$ 1,808	\$ 1,845	\$ 1,845	\$ 1,881	\$ 1,881	\$ 1,919	\$ 1,919	\$ 1,958	\$ 1,958	\$ 35,870
Hospital	0.1247	7,517	7,517	7,667	7,667	7,821	7,821	7,977	7,977	8,137	8,137	149,100
Sheltered Workshop	0.0458	2,761	2,761	2,816	2,816	2,872	2,872	2,930	2,930	2,988	2,988	54,762
Ray-Pec Schools	5.1823	312,393	312,393	318,641	318,641	325,014	325,014	331,514	331,514	338,145	338,145	6,196,323
Library District	0.1376	8,295	8,295	8,461	8,461	8,630	8,630	8,802	8,802	8,978	8,978	164,524
Cass County Road & Bridge	0.2108	12,707	12,707	12,961	12,961	13,221	13,221	13,485	13,485	13,755	13,755	252,047
South Metro Fire	0.7185	43,312	43,312	44,178	44,178	45,062	45,062	45,963	45,963	46,882	46,882	859,089
South Metro Ambulance	0.3421	20,622	20,622	21,035	21,035	21,455	21,455	21,884	21,884	22,322	22,322	409,039
City of Raymore, MO	1.2497	75,333	75,333	76,840	76,840	78,376	78,376	79,944	79,944	81,543	81,543	1,494,229
Surtax	0.5400	32,552	32,552	33,203	33,203	33,867	33,867	34,544	34,544	35,235	35,235	645,662
	8.5815	\$ 517,300	\$ 517,300	\$ 527,646	\$ 527,646	\$ 538,199	\$ 538,199	\$ 548,963	\$ 548,963	\$ 559,942	\$ 559,942	\$10,260,646

Exhibit 17
Projected Tax Abatement on Phase 4

Assessed Value of Phase 4	\$ 5,459,822	\$ 5,459,822	\$ 5,569,018	\$ 5,569,018	\$ 5,680,398	\$ 5,680,398	\$ 5,794,006	\$ 5,794,006	\$ 5,909,887	\$ 5,909,887
Abatement Percentage	97.34%	97.34%	97.39%	97.39%	97.44%	94.88%	94.98%	94.98%	93.44%	93.44%

Taxing Jurisdiction	Tax Rate per \$100	Tax Rate									
		1	2	3	4	5	6	7	8	9	10
State	0.0300	\$ 1,594	\$ 1,594	\$ 1,627	\$ 1,627	\$ 1,660	\$ 1,617	\$ 1,651	\$ 1,651	\$ 1,657	\$ 1,657
Hospital	0.1247	6,627	6,627	6,763	6,763	6,902	6,721	6,862	6,862	6,886	6,886
Sheltered Workshop	0.0458	2,434	2,434	2,484	2,484	2,535	2,468	2,520	2,520	2,529	2,529
Ray-Pec Schools	5.1823	275,408	275,408	281,067	281,067	286,839	279,302	285,190	285,190	286,171	286,171
Library District	0.1376	7,313	7,313	7,463	7,463	7,616	7,416	7,572	7,572	7,598	7,598
Cass County Road & Bridge	0.2108	11,203	11,203	11,433	11,433	11,668	11,361	11,601	11,601	11,641	11,641
South Metro Fire	0.7185	38,184	38,184	38,968	38,968	39,769	38,724	39,540	39,540	39,676	39,676
South Metro Ambulance	0.3421	18,181	18,181	18,554	18,554	18,935	18,438	18,826	18,826	18,891	18,891
City of Raymore, MO	1.2497	66,414	66,414	67,779	67,779	69,171	67,353	68,773	68,773	69,009	69,009
Surtax	0.5400	28,698	28,698	29,287	29,287	29,889	29,104	29,717	29,717	29,819	29,819
	8.5815	\$ 456,055	\$ 456,055	\$ 465,425	\$ 465,425	\$ 474,983	\$ 462,503	\$ 472,253	\$ 472,253	\$ 473,877	\$ 473,877

Assessed Value of Phase 4	\$ 6,028,084	\$ 6,028,084	\$ 6,148,646	\$ 6,148,646	\$ 6,271,619	\$ 6,271,619	\$ 6,397,051	\$ 6,397,051	\$ 6,524,992	\$ 6,524,992
Abatement Percentage	91.15%	91.15%	63.73%	63.73%	64.44%	45.12%	46.20%	46.20%	47.25%	47.25%

Taxing Jurisdiction	Tax Rate per \$100	Tax Rate										Total
		11	12	13	14	15	16	17	18	19	20	
State	0.0300	\$ 1,648	\$ 1,648	\$ 1,176	\$ 1,176	\$ 1,213	\$ 849	\$ 887	\$ 887	\$ 925	\$ 925	\$ 27,668
Hospital	0.1247	6,852	6,852	4,887	4,887	5,040	3,529	3,685	3,685	3,845	3,845	115,006
Sheltered Workshop	0.0458	2,517	2,517	1,795	1,795	1,851	1,296	1,353	1,353	1,412	1,412	42,240
Ray-Pec Schools	5.1823	284,759	284,759	203,080	203,080	209,453	146,649	153,149	153,149	159,779	159,779	4,779,447
Library District	0.1376	7,561	7,561	5,392	5,392	5,561	3,894	4,066	4,066	4,242	4,242	126,903
Cass County Road & Bridge	0.2108	11,583	11,583	8,261	8,261	8,520	5,965	6,230	6,230	6,499	6,499	194,413
South Metro Fire	0.7185	39,480	39,480	28,156	28,156	29,040	20,332	21,233	21,233	22,153	22,153	662,646
South Metro Ambulance	0.3421	18,798	18,798	13,406	13,406	13,827	9,681	10,110	10,110	10,548	10,548	315,506
City of Raymore, MO	1.2497	68,669	68,669	48,972	48,972	50,509	35,364	36,931	36,931	38,530	38,530	1,152,553
Surtax	0.5400	29,672	29,672	21,161	21,161	21,825	15,281	15,958	15,958	16,649	16,649	498,022
	8.5815	\$ 471,540	\$ 471,540	\$ 336,286	\$ 336,286	\$ 346,839	\$ 242,839	\$ 253,603	\$ 253,603	\$ 264,582	\$ 264,582	\$ 7,914,406

Exhibit 18
Projected PILOT Amounts on Phase 4

Assessed Value of Phase 4	\$ 5,459,822	\$ 5,459,822	\$ 5,569,018	\$ 5,569,018	\$ 5,680,398	\$ 5,680,398	\$ 5,794,006	\$ 5,794,006	\$ 5,909,887	\$ 5,909,887	
PILOT Payment	12,480	12,480	12,480	12,480	12,480	24,960	24,960	24,960	33,280	33,280	
Taxing Jurisdiction	Tax Rate per \$100										
	1	2	3	4	5	6	7	8	9	10	
State	0.0300	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 87	\$ 87	\$ 87	\$ 116	\$ 116
Hospital	0.1247	181	181	181	181	181	363	363	363	484	484
Sheltered Workshop	0.0458	67	67	67	67	67	133	133	133	178	178
Ray-Pec Schools	5.1823	7,537	7,537	7,537	7,537	7,537	15,073	15,073	15,073	20,098	20,098
Library District	0.1376	200	200	200	200	200	400	400	400	534	534
Cass County Road & Bridge	0.2108	307	307	307	307	307	613	613	613	818	818
South Metro Fire	0.7185	1,045	1,045	1,045	1,045	1,045	2,090	2,090	2,090	2,786	2,786
South Metro Ambulance	0.3421	498	498	498	498	498	995	995	995	1,327	1,327
City of Raymore, MO	1.2497	1,817	1,817	1,817	1,817	1,817	3,635	3,635	3,635	4,846	4,846
Surtax	0.5400	785	785	785	785	785	1,571	1,571	1,571	2,094	2,094
	8.5815	\$ 12,480	\$ 12,480	\$ 12,480	\$ 12,480	\$ 12,480	\$ 24,960	\$ 24,960	\$ 24,960	\$ 33,280	\$ 33,280

Assessed Value of Phase 4	\$ 6,028,084	\$ 6,028,084	\$ 6,148,646	\$ 6,148,646	\$ 6,271,619	\$ 6,271,619	\$ 6,397,051	\$ 6,397,051	\$ 6,524,992	\$ 6,524,992		
PILOT Payment	45,760	45,760	191,360	191,360	191,360	295,360	295,360	295,360	295,360	295,360		
Taxing Jurisdiction	Tax Rate per \$100										Total	
	11	12	13	14	15	16	17	18	19	20		
State	0.0300	\$ 160	\$ 160	\$ 669	\$ 669	\$ 669	\$ 1,033	\$ 1,033	\$ 1,033	\$ 1,033	\$ 1,033	\$ 8,202
Hospital	0.1247	665	665	2,781	2,781	2,781	4,292	4,292	4,292	4,292	4,292	34,094
Sheltered Workshop	0.0458	244	244	1,021	1,021	1,021	1,576	1,576	1,576	1,576	1,576	12,522
Ray-Pec Schools	5.1823	27,634	27,634	115,561	115,561	115,561	178,366	178,366	178,366	178,366	178,366	1,416,876
Library District	0.1376	734	734	3,068	3,068	3,068	4,736	4,736	4,736	4,736	4,736	37,621
Cass County Road & Bridge	0.2108	1,124	1,124	4,701	4,701	4,701	7,255	7,255	7,255	7,255	7,255	57,634
South Metro Fire	0.7185	3,831	3,831	16,022	16,022	16,022	24,729	24,729	24,729	24,729	24,729	196,443
South Metro Ambulance	0.3421	1,824	1,824	7,629	7,629	7,629	11,774	11,774	11,774	11,774	11,774	93,532
City of Raymore, MO	1.2497	6,664	6,664	27,867	27,867	27,867	43,012	43,012	43,012	43,012	43,012	341,676
Surtax	0.5400	2,879	2,879	12,042	12,042	12,042	18,586	18,586	18,586	18,586	18,586	147,640
	8.5815	\$ 45,760	\$ 45,760	\$ 191,360	\$ 191,360	\$ 191,360	\$ 295,360	\$ 295,360	\$ 295,360	\$ 295,360	\$ 295,360	\$ 2,346,240

DEVELOPMENT AND PERFORMANCE AGREEMENT

between the

CITY OF RAYMORE, MISSOURI

and

VTRE DEVELOPMENT, LLC

Dated as of December __, 2019

**Relating to the Development of
Industrial and Warehouse Facilities**

DEVELOPMENT AND PERFORMANCE AGREEMENT

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Exhibit C	Company Public Improvements
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DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (“Agreement”) entered into as of December __, 2019, by and between the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the **“City”**), and **VTRE DEVELOPMENT, LLC**, a Delaware limited liability company, or permitted assigns (the **“Company”**) (the City and the Company are each a **“Party”** or collectively the **“Parties”**). Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth in **Section 1.01** hereof.

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **“Chapter 100 Act”**), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Following notice to be provided to affected taxing jurisdictions in accordance with Section 100.059.1 of the Chapter 100 Act, the City Council will consider an Ordinance (the **“Ordinance”**) (i) approving a plan for the Projects (defined below) and (ii) authorizing the issuance of approximately \$105,000,000 aggregate principal amount of Taxable Industrial Development Revenue Bonds (VanTrust Real Estate Project) in one or more series (the **“Bonds”**).

3. Pursuant to the Ordinance the City will be authorized to execute and deliver for each Project Site (a) a Trust Indenture (the **“Indenture”**), between the City and BOKF, N.A., as trustee (the **“Trustee”**), for the purpose of issuing and securing the Bonds, and (b) a Lease Agreement (the **“Lease”**) with the Company, as lessee, with respect to the Bonds, under which the City, as lessor, will purchase, construct, improve and equip each Project and will lease each Project and Project Site (together, the **“Leased Property”**) to the Company.

5. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company to address (1) the design and construction of the Projects, and (2) development incentives for the Projects.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Definitions. Terms not defined elsewhere in this Agreement shall have the following definitions:

“Affiliate” means a person or entity which, directly or through one or more intermediaries, owns or controls, or is controlled by or which is under common control with the Company or any of its assignees, including any special purpose entity created for the purpose of owning any of the Project Sites.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any Governmental Authorities.

“Bonds” shall mean any revenue bonds or other obligations issued by or on behalf of the City financing the Projects in accordance with this Agreement and the Chapter 100 Act.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or an attorney at law or a firm of attorneys, acceptable to the City, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Certificate of Completion of Construction” means a certificate substantially in the form of **Exhibit D** attached hereto.

“Chapter 100 Act” is defined in **Recital 2**.

“City Council” means the governing body of the City.

“City Event of Default” is defined in **Section 11.03**.

“City Indemnified Parties” is defined in **Section 10.01**.

“City Manager” means the City Manager of the City.

“Closing” means the issuance of the Bonds and the consummation of the transfer of a leasehold interest in Leased Property to the Company pursuant to a Lease.

“Commencement of Construction” means the occurrence of the issuance by the Company to the general contractor of a notice to proceed under a construction contract and the pouring of the building foundation.

“Company Event of Default” is defined in **Section 11.02**.

“Company Public Improvements” means those public improvements to be constructed by the Company on and around the Project Sites as more specifically described in **Exhibit C**.

“Completion of Construction” means the occurrence of substantial completion of a portion of the Project represented by one or more of the buildings (which is expected to be four or more buildings).

“Construction Inspector” means a City agent or employee designated by the City to perform inspections.

“Effective Date” means the date of this Agreement.

“Environmental Laws” means any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, and all applicable judicial, administrative or regulatory decrees, judgments or orders relating to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601

et seq. (“CERCLA”), as amended, the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.* (“RCRA”), the Toxic Substances Control Act, 15 U.S.C. Sections 2601-267 1, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 to 1387, as the foregoing may be amended from time to time.

“Event of Default” means any Event of Default as provided in **Article XI** hereof.

“Excusable Delay” means delays due or related to acts of terrorism, acts of war or civil insurrection, or any natural occurrence, strikes, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargos, litigation, tornadoes, approval by regulatory authorities, or any other circumstances beyond the reasonable control of the applicable party using reasonable diligence to overcome which prevent such party from performing its specific duties hereunder in a timely manner; provided, however, Excusable Delay does not include circumstances directly or indirectly related to lack of financing; unanticipated, or unexpected increases in the costs of construction; or errors in business judgment by the Company; and provided that Excusable Delay shall only extend the time of performance for the period of such Excusable Delay, which shall begin on the day following the date on which the Company has knowledge of the event of Excusable Delay first occurring and shall thereafter extend until the date on which the event which has caused the Excusable Delay has been materially corrected or substantially performed, or reasonably should have been materially corrected or substantially performed, given reasonable efforts.

“Financing Documents” means the financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of the Bonds.

“Governmental Authorities” or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, including the City.

“Land Use Applications” means all applications that must be filed by the Company with the City in accordance with the City’s zoning ordinance, subdivision regulations, right-of-way and easement vacation ordinances, and building regulations to receive approval from the City to develop or provide for the development of the Project Sites with the Projects, which may include, but is not limited to, applications for subdivision, zoning, site plan, right-of-way and easement vacation, and building permit approvals.

“Lease” is defined in the recitals above.

“Leased Property” means the Projects and the Project Sites.

“Lien” is defined in **Section 6.06**.

“Permits” is defined in **Section 4.02**.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article VIII** hereof.

“Plan” is defined in **Section 7.07(a)**.

“Plans and Specifications” means the schematic drawings, the design development drawings, and the construction plans and specifications prepared by the Project architect for the development of the Projects in accordance with **Section 5.02**.

“Projects” means the projects described in **Exhibit B**, and all additions, modifications, improvements, replacements and substitutions made to the Projects. **“Project”** means a building or buildings to be constructed as part of the Projects from time to time by the Company.

“Project Costs” means all costs of purchasing, constructing, improving and installing the Projects.

“Project Site” or **“Project Sites”** means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof, as may be divided into separate developable areas as determined by the Developer, each being a Project Site.

“Tax Abatement” means the abatement of taxes described in **Article VIII**.

“Transfer” is defined in **Section 13.01**.

Section 1.02. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(a) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 12.04** below.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(c) Words of gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(d) The table of contents, captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(e) In the event of some ambiguity in this Agreement, the Parties shall be deemed to have jointly authored this Agreement and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the City. The City hereby represents and warrants to the Company that:

(a) Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Projects, the Project Sites, or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(d) Governmental or Corporate Consents. Except for City Council approval, no other consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) No Material Change. There has been no material adverse change in the business, financial position, prospects or results of operations of the City which could affect the City's ability to perform its obligations pursuant to this Agreement.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(g) Construction Permits. Except as otherwise provided herein, the City has no reason to believe that the governmental permits and licenses required by the Company to be issued by the City to construct, occupy and operate the Projects will not be issued in a timely manner in order to permit the Projects to be constructed pursuant to this Agreement.

(h) Compliance with Laws. The City is in compliance with all Applicable Laws and Requirements with respect to any of its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.01** shall survive Closings.

Section 2.02. Representations and Warranties of the Company. The Company hereby represents and warrants to the City that:

(a) Due Authority. The Company has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Company herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To its knowledge the Company is not in default of its obligations under any other agreement related to the Project Sites or the Projects, and the execution and performance of the Company's obligations hereunder will not constitute a default under any agreement to which the Company is a party.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Projects or the Company (or any member or Affiliate of the Company) related to the Projects. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Company (or any member or Affiliate of the Company) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Company (or any member or Affiliate of the Company) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Company (or any member or Affiliate of the Company) of, the terms and provisions of this Agreement, or that would have a material adverse effect on the financial condition of the Company (or any member or Affiliate of the Company).

(d) No Material Change. (i) The Company has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business and the transactions contemplated by this Agreement and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Company, or any Affiliate of the Company, which could affect the Company's ability to perform its obligations pursuant to this Agreement.

(e) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Company of this Agreement, other than the permits, licenses, consents, approvals and other authorizations that the Company commits to obtain and comply with as set forth in **Section 4.02** hereof.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Company under this Agreement, or any other material agreement or material instrument to which the Company is a party or by which the Company is or may be bound.

(g) Approvals. Except as otherwise provided herein, the Company and its Affiliates have received and are in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct their business as heretofore conducted by it and to own or lease and operate their properties as now owned or leased by it.

(h) Compliance with Laws. The Company is in compliance with all Applicable Laws and Requirements with respect to its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.02** shall survive the Closings and termination of this Agreement.

ARTICLE III

DEVELOPMENT OBLIGATIONS

Section 3.01. Commencement and Completion of the Projects.

(a) The City and the Company acknowledge that (1) the Project is expected to consist of multiple buildings constructed over several years, (2) the exact schedule for construction will depend on future market conditions, and (3) the exact size of the buildings to be constructed will depend on market conditions and tenant preferences. However, notwithstanding the foregoing, the Company will commence construction for the first Project as soon as reasonably practicable after approval of the Plan and with a goal to target large user(s) or tenant(s) for such first Project (keeping in mind that the goal is for the initial building to be 500,000 square feet). If the first building constructed is less than 500,000 square feet of building area, then the Project shall not commence without the prior written consent provided by the City Manager, which consent shall not be unreasonably withheld. Commencement of construction shall be determined by the pouring of the building foundation and substantial completion shall be determined by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for the first building pursuant to **Exhibit D**.

(b) The Company will construct the remaining buildings to be included as part of the Projects as market conditions permit with ultimate build out of approximately 1,750,000 square feet of Class A commercial/industrial/warehouse development, unless otherwise agreed to by the City Manager, which agreement shall not be unreasonably withheld. The Company will use commercially reasonable efforts to market the Project Site to potential tenants or other users until all buildings included in the Projects are leased or sold on or before December 31, 2024 (or a later date not to exceed eight (8) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to five years from the date of approval of the Plan).

(c) Upon reasonable advance notice, the Company and its project teams shall meet with the City Manager and such other City staff and consultants as designated by the City Manager to review and discuss the design and construction of the Projects to enable the City to monitor the status of construction and to determine that the Projects are being completed in accordance with this Agreement and Applicable Laws and Requirements.

(d) Construction of the Projects shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

(e) In the event the Company does not complete the entire development project within the outside dates set forth above and/or in the event the aggregate square footage or monetary investment does not exceed the amounts set forth herein, the City's sole remedy is to terminate this Agreement as to the remaining undeveloped land (i.e. future projects), but the City shall not be entitled to terminate tax abatement and related economic incentives as to any completed Project(s) or as to those Project(s) under construction as of the time of such termination. The parties acknowledge that these are performance goals, but do not amount to an Event of Default under this Agreement.

(f) Prior to commencement of each Project, the Company, or any assignee hereunder, shall provide the City with evidence of net worth in excess of \$3,000,000.

ARTICLE IV

COMPLIANCE WITH CITY ORDINANCES

Section 4.01. General. Except as otherwise provided herein, the Company will work with the City in order to comply with all Applicable Laws and Requirements and the City's ordinances, rules and procedures in connection with the Projects and the Company Public Improvements.

Section 4.02. Permits and Approvals. The Company will obtain and comply with any necessary permits, licenses, fees, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws (the "Permits"), and the City will cooperate with the Company to obtain any and all such Permits and shall use reasonable efforts to expedite any such Permits which are within the City's control.

ARTICLE V

DESIGN OF THE PROJECT AND COMPANY PUBLIC IMPROVEMENTS

Section 5.01. General. The Company will provide the City with any necessary plans and specifications for the purpose of reviewing Land Use Applications for the Projects and the Company Public Improvements. The City agrees to cooperate with the Company and to process and timely consider all complete applications as received, all in accordance with the adopted municipal codes and laws of the State; provided, however, that nothing herein contained shall be construed as the City's current approval of, or acquiescence to, any approvals, the parties acknowledging that such matters can only be approved by the City in the proper exercise of its municipal functions through appropriate governmental procedures.

Section 5.02. Final Plans and Specifications. The Company will prepare and submit a site plan of the Projects and Company Public Improvements for the City's review in accordance with the City's site plan review process. The City and Company agree that (1) the approved site plan shall guide the design and construction of the Project; and (2) the Company may make changes from time to time to the approved site plan, as permitted by the City code.

ARTICLE VI

CONSTRUCTION

Section 6.01. General. The Company will diligently proceed with (i) the construction of each Project upon delivery of reasonable advance notice from the Company to the City, and (ii) such portion of the Company Public Improvements as required for development of each Project.

Section 6.02. The Company Public Improvements. The Company will provide for the design, construction and completion of the Company Public Improvements, subject to the City's right to review, inspect, and approve the plans and specifications for the Company Public Improvements.

Section 6.03. Changes. Following approval of the final plans and specifications for the Company Public Improvements pursuant to **Section 5.03** above, the Company will provide written notice to the City of any material changes in the plans and specifications for the City's review and approval of such changes.

Section 6.04. Insurance.

(a) During the performance of its obligations under this Agreement, the Company shall cause the Leased Property to be continuously insured against such risks and in such amounts, with such deductible provisions as are customary in connection with the construction and operation of facilities of the type and size comparable to the Projects. The Company shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to the Leased Property (unless the requirement therefor shall be waived by the City in writing):

(i) Commercial general liability ("CGL") insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form) including at least the following hazards: (1) premises and operations; (2) products and completed operations; and (3) contractual liability (including coverage of indemnification provisions pursuant to this Agreement); such insurance to be on an "occurrence" form with a combined limit of not less than the maximum amount of liability as published annually by the Department of Insurance in the Missouri Register, in accordance with Section 537.610 RSMo which is made applicable to political subdivisions pursuant to Section 537.600, RSMo;

(ii) Workers' compensation insurance or self-insurance, subject to statutory limits and employer's liability insurance with a limit of at least \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease aggregate in respect of any work or operations on or about the Leased Property, or in connection with the Leased Property or its operation if applicable in accordance with the applicable worker's compensation laws.

(b) The Company shall at their sole cost and expense obtain and shall maintain throughout the term of the Lease, a policy or policies of insurance (including, if appropriate, builder's risk insurance during construction) to keep the Projects constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the full insurable value thereof (subject to reasonable loss deductible provisions).

(c) In the event of loss or damage to any of the Projects, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Sections 9.08 and 9.09** of this Agreement.

(d) Each insurance policy obtained in satisfaction of the foregoing requirements:

(i) shall be by such insurer or insurers as shall be financially responsible, and shall have a rating equal to or higher than A- or better by Best Insurance Guide and Key Ratings or shall be acceptable to the City as evidenced by a written certificate delivered to the City, and

(ii) shall be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved as evidenced by a written report delivered to the City.

(e) A certificate or certificates of the insurers that such insurance is in full force and effect, shall be deposited with the City and, prior to expiration of any such policy, the Company shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the Company may choose to satisfy this requirement by providing blanket policies now or hereafter maintained by the Company if the City's insurance consultant certifies to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for prior written notice to the City of any cancellation or reduction in amount of coverage.

(f) In accordance with section 427.120 of the Revised Statutes of Missouri, as amended, in the event the Company shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the City shall provide notice of such failure to the Company. In the event the Company does not provide evidence of such insurance within ten (10) days of such notice, the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and the Company agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at the rate of 7% per annum. The City shall notify the Company in writing that the Company has failed to maintain the insurance coverage required by this Agreement prior to purchasing any such insurance. This insurance obtained by the City may, but need not, protect the Company's interests. The coverage that the City may purchase may not pay any claim that the Company may make or any claim that may be made against the Company in connection with the Projects. The Company may later cancel any insurance purchased by the City, but only after providing evidence that the Company has obtained insurance as required by this Agreement. The costs of the insurance obtained by the City may be more than the cost of insurance the Company may be able to obtain on their own.

(g) The City shall be named as an additional insured on all policies, if and to the extent that the City has an insurable interest, including all policies on which the Company is named as an insured. Nothing in this Agreement shall be deemed to waive the City's sovereign immunity or a defense against any tort claim based on sovereign immunity.

(h) Company shall not permit its general contractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Applicable Laws and Requirements. Company shall also require its general contractor to require all of its subcontractors to obtain all insurance required under this Section and the City's Applicable Laws and Requirements (unless general contractor's insurance satisfies all of the requirements above and covers the applicable subcontractor(s)). Said insurance shall be maintained in full force and effect until the issuance of a Certificate of Completion of Construction for the phase of improvements being constructed by such contractor or subcontractor.

Section 6.05. Right-of-Way and Easement Dedication. The Company will cooperate with the City to dedicate to the City, at no cost to the City, certain right-of-way and easements over the Project Sites which are, in the City's judgment, reasonably necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects. The form of any such right-of-way and/or easements shall be acceptable to the City and the Company. The City shall be under no obligation to accept the dedication or conveyance of any right-of-way or easements until the City has determined that the right-of-way or easements are necessary for the ownership and maintenance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects, and that the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects have been inspected and approved to the reasonable satisfaction of the City.

Section 6.06 Liens. The Company will complete the Projects free of any laborer's, materialmen's, mechanic's or other similar liens (and excepting, further, liens associated with Company's financing of the Projects) ("**Lien**") and shall not permit any Lien to be filed or otherwise imposed on any part of the Projects or the Leased Property; provided, however, that the Company shall not be in default if Liens are filed or established and Company contests in good faith said Liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 6.07. Bonds. For the Projects and any other public facilities which will be dedicated to the City in connection with the Projects, the Company will, or will ensure that its contractors shall, provide for the following bonds:

(a) Performance Bond and Payment Bond. Prior to commencement of construction on any Projects, including any construction on public property including but not limited to the State of Missouri or the City, and ending upon completion of the Projects and the acceptance of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects, the Company shall, or shall ensure that its contractors shall, maintain a performance and payment bond in a form approved by the City Attorney, in an amount equal to the cost of the Projects and any other public facilities which will be dedicated to the City in connection with the Projects covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

(b) Maintenance Bonds. Prior to acceptance and dedication of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects, the Company shall, or shall ensure that its contractors shall, provide a maintenance bond in a form approved by the City Attorney, in an amount equal to the full cost of the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects as approved by the City Engineer, which shall be in effect for a term of two (2) years from the date that the City issues a Certificate of Completion of Construction for such improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The maintenance bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City. With respect to maintenance issues which may arise after dedication of the improvements to the City, the City shall first make any claim which arises related to such improvements for which a bond claim may be made against the bonding company, and shall make reasonable efforts to pursue the claim, prior to making demand upon the Company to satisfy the claim.

(c) Indemnity for Failure to Provide Bonds. The Company shall, or shall ensure that the Company's contractors shall, indemnify the City and its officers and employees for any damage resulting to the City, its officers or employees from failure of the Company to provide the bonds set forth in this Section.

(d) Letter of Credit. In lieu of a Payment and Performance Bond to be delivered related to the construction of the Projects, the Company may deliver a letter of credit in form and substance satisfactory to the City Attorney, in an amount equal to the cost of the Projects and any other public facilities which will be dedicated to the State or the City in connection with the Projects.

Section 6.08. Prevailing Wage. For the Company Public Improvements and any other public facilities which will be dedicated to the City in connection with the Projects only, the Company will comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Company, to the extent such laws are applicable, and will indemnify the City for any damage resulting to the City from failure of either the Company or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws, and pay the costs of defense of the City in response to any such claims. The Company shall be responsible for payment of all costs associated with the payment of prevailing wages, if applicable. The Company and the City acknowledge and agree that prevailing wage requirements do not apply to any private improvements.

Section 6.09. Certificate of Substantial Completion. After substantial completion of each Project and the Company Public Improvements in accordance with the provisions of this Agreement, the Company will submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit D**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Company with specific written objections to the status of the Project and/or Company Public Improvements, describing such objections and the measures required to correct such objections in reasonable detail.

ARTICLE VII

DEVELOPMENT INCENTIVES

Section 7.01. Cooperation to Implement Development Incentives. The Company shall cooperate and the City shall use best faith efforts to authorize and implement the issuance of the Bonds, as described in more detail in **Article VIII** below (the "**Tax Abatement**").

Section 7.02. Timing of Implementation of Development Incentives. The Parties shall cooperate to complete all steps necessary to implement the Tax Abatement for each separate Project in order to ensure that the City has adequate time to complete the statutory processes necessary for implementation of the Tax Abatement in time to fully realize the benefits of the Tax Abatement. No Tax Abatement will be provided for any Project for which Commencement of Construction has not occurred within five (5) years of approval of the Plan (or a later date not to exceed eight (8) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to five years from the date of approval of the Plan).

Section 7.03. Bond Costs. The Company will enter into an engagement letter with Bond Counsel in substantially the form attached hereto as **Exhibit E** whereby the Company agrees to pay all costs associated with the issuance of the Bonds and the approval of the redevelopment plan related to the Projects. The Company will also pay the annual fees of the bond trustee for the Bonds.

Section 7.04. Estimate of the Cost of the Project.

(a) The estimated total cost of the Projects is approximately \$105,000,000, which is subject to change in accordance with this Agreement.

(b) As a condition to the continued provision of the Tax Abatement as set forth herein, the Company will be required to make a cumulative minimum investment of \$75,000,000 in the Projects as a whole, over five years (or a later date not to exceed eight (8) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to five years from the date of approval of the Plan), starting with the first Tax Abatement period.

(c) In the event the Company does not complete the entire development project within the outside dates set forth above and/or in the event the aggregate square footage or monetary investment does not exceed the amounts set forth herein, the City's sole remedy is to terminate this Agreement as to the remaining undeveloped land (i.e. future projects), but the City shall not be entitled to terminate tax abatement and related economic incentives as to any completed Project(s) or as to those Project(s) under construction as of the time of such termination. The parties acknowledge that these are performance goals, but do not amount to an Event of Default under this Agreement.

Section 7.05. Terms of Abatement and Lease.

(a) Project. The City will consider issuance of the Bonds in one or more series in order to provide Tax Abatement for each Project Site and each Project thereon under the Chapter 100 Act for a period of 20 years beginning in the year following the closing of each series of Bonds. The Project Sites and the Projects are expected to be exempt from taxation under Chapter 100, but will be subject to the requirement to make PILOT Payments in accordance with **Article VIII** below.

(b) Lease. At all times during the Tax Abatement period for each Project Site, the City must be the legal owner of the Project Site and the Project. The Project Site and the Project will be leased to the Company by the City in accordance with the terms of the Lease. The Lease will be for a term ending in the year the Tax Abatement for the Project Site and the Project ceases. The Company will have the option to purchase the Project Site and the Project at the termination of the Lease at a purchase price to be set forth in the Lease.

(c) Company Public Improvements. Notwithstanding other provisions of this Agreement, the parties agree that the Bonds will not finance the Company Public Improvements.

Section 7.06. Bonds. Under the Chapter 100 Act, the City has legal authority to take title to the Leased Property as security for bonds issued under the Chapter 100 Act. The Bonds will be issued upon such terms, in such amounts and at such time as shall be satisfactory to the City and the Company, and subject to the conditions of issuance of the Bonds set forth herein. The Bonds will not be an indebtedness or general obligation, debt or liability of the City within the meaning of any constitutional or

statutory debt limitation or restriction. The parties hereby agree that the Bonds shall be able to be prepaid at any time without penalty.

Section 7.07. City Approvals.

(a) Prior to the issuance of the Bonds, using information supplied by the Company, the City agrees to prepare a plan and cost-benefit analysis for all the Projects meeting the requirements of Section 100.050 RSMo, as amended (the “**Plan**”). Approval of the Plan by a majority vote of the governing body of the City shall be a precondition to the issuance of the Bonds by the City for the Projects and a precondition to the performance of Developer’s obligations hereunder.

(b) The Company agrees that, so long as the City has legal title to the Leased Property, the City must approve any use or additional development of the Leased Property other than for the Projects.

(c) The approval of this Agreement shall not affect or constitute any approval required by any City department or pursuant to any City ordinance, resolution, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Projects. The City will not unreasonably withhold any consent or approval required by any City ordinance, resolution, code, regulation or any other governmental approval required by law related to the Projects; provided that nothing herein shall be construed to obligate the City to grant municipal permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement.

Section 7.08. Sales Tax Exemption. It is the City and the Company’s expectation that the purchase of any and all materials used in the construction of the Projects shall be exempt from taxation pursuant to Article III, Section 39(10) of the Missouri Constitution and Section 144.062, RSMo. The City shall issue the Company sales and/or use tax exemption certificates for the purpose of providing the sales and/or use tax exemption on such materials. The Company will account for all purchases for which the sales tax exemption is used and will provide such accounting to the City at least quarterly. The Company will reimburse the City and/or the other recipients of the sales and/or use tax if it is determined that such exemption was improperly used or that the City did not have the legal authority to issue such certificate for such purposes, and to otherwise indemnify and defend the City pursuant to **Section 10.01** with respect to the use of the sales and/or use tax exemption certificates.

Section 7.09. Issuance of Bonds.

(a) The Company will cooperate with the City in the City’s issuance of the Bonds in an amount to be agreed upon by the City and the Company. The Company covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel and financial advisors in the preparation of the Financing Documents to issue the Bonds.

(b) At the time of issuance of the Bonds, the Company further agrees (i) to provide a closing certificate in a form mutually agreeable to the Parties (which shall include a certification regarding the accuracy of the information relating to the Company and the Projects), and (ii) to cause their counsel to provide a legal opinion, subject to reasonable assumptions, qualifications and limitations.

Section 7.10. City to Select Bond Counsel, Bond Trustee, and Financial Advisor. The City shall have the right to select the designated Bond Counsel and the financial advisor (and such additional consultants as the City deems necessary for the issuance of the Bonds).

ARTICLE VIII

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 8.01. Property Tax Exemption. So long as the City owns title to each Project Site and the corresponding Project, the City expects that such Project Site and Project shall be exempt from *ad valorem* taxes on real property. Each Project Site and Project will be leased to the Company. The Company will receive twenty years of abatement for each Project, subject to the requirement to make PILOT Payments as set forth in this **Article VIII**.

The Company covenants and agrees that during each year a Project Site and Project are exempt from *ad valorem* taxes by reason of the City owning title, the Company will make annual payments in lieu of taxes to the City (each such payment, a “**PILOT Payment**”) as described in this **Article VIII** relating to such Project. The City and the Company hereby agree that the Tax Abatement provided by this Agreement shall only apply to the property financed with the proceeds of the Bonds (i.e., property constituting a Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 8.02. Payments in Lieu of Taxes.

(a) The City intends to issue the Bonds in one or more series and to extend Tax Abatement to the Company. Each Project Site will be leased to the Company pursuant to a Lease. The Company will be required to make a PILOT Payment equal to 100% of the taxes that would otherwise be due for the Project Site in each year in which the City owns the Project Site but the 20-year period of Tax Abatement has not yet begun. Upon commencement of the 20-year period of Tax Abatement for each Project Site, the Company will be required to make PILOT Payments in the amounts shown below during each year of the 20-year period of Tax Abatement to be provided to each Project. The Company will be required to make PILOT Payments to the City on or before each December 1 in years that PILOT Payments are due.

Years 1-5	\$0.03 per square foot of building area
Years 6-8	\$0.06 per square foot of building area
Years 9-10	\$0.08 per square foot of building area
Years 11-12	\$0.11 per square foot of building area
Years 13-15	\$0.46 per square foot of building area
Years 16-20	\$0.71 per square foot of building area

(b) The “building area” set forth in subsection (a) above shall be determined by calculating the total square footage of vertical building space constructed upon each Project Site, whether or not such space is leasable or leased, and is measured based upon the perimeter of the building constructed and will not include areas of multiple floors, if any, within the building.

(c) The Company will be required to exercise its option pursuant to a Lease to purchase each Project Site and Project no later than December 31 of the twentieth year of the Tax Abatement. If title to the Project Site and Project has not been transferred by the City to the Company before such December 31, then on the following December 1, and each year thereafter until title to the Project Site and Project is transferred to the Company, the Company will be required to pay to the City a PILOT Payment equal to 100% of the amount that would otherwise be payable to each taxing jurisdiction but for the City’s ownership thereof.

Section 8.03. Distribution of PILOTS. Within 30 days of the date of receipt of the PILOT Payments pursuant to **Section 8.02**, the City or other designated billing/collection agent shall distribute

the PILOT Payment, after reduction for the administrative costs of the City as provided by **Section 8.05** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 8.04. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 8.01** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 8.05. Administration Costs. Under Section 100.050 of the Chapter 100 Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the Plan including costs associated with this Agreement, in an amount of no greater than \$2,500 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Agreement expires or is terminated.

Section 8.06. Other Property Taxes in Connection with the Projects. The real property tax exemption provided by the City's ownership of the Projects is expected to apply to all interests in the Projects during the period they are owned by the City. If any *ad valorem* property taxes are levied by or on behalf of any Taxing Jurisdiction against any interest in the Projects during the period the City owns the Projects (including, without limitation, any *ad valorem* taxes levied against the Company's rights in the Lease), the amount of *ad valorem* tax payments related to such levy or levies which are paid by the Company and received by the City shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Projects which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 8.07. Cessation of Operations at the Project Site.

If for any reason the Company completely abandons or ceases leasing or marketing activity at any of the Project Sites during the term of this Agreement for a period of at least 180 consecutive days, and the Company fails to exercise its option to purchase the applicable portions of the Project Sites within 180 days after such abandonment or cessation of leasing or marketing activity, the Company shall make a PILOT Payment to the City (to be distributed as provided in **Section 8.02**) with respect to the abandoned Project Site equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project Site was not owned by the City. Such payment shall be made on or before December 1 in the year in which the Company completely vacates, abandons or ceases operations and on each December 1 thereafter for each year in which the Projects are, on January 1 of such year, still titled in the name of the City, and the Company has completely vacated, abandoned or ceased operations at a Project Site. The termination of a sublease of any portion of the Project Site shall not be considered abandonment or cessation of leasing and marketing activities by itself.

Section 8.08. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Projects. The Company hereby agrees to make

payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Projects if such Projects were not owned by the City.

ARTICLE IX

COVENANTS AND AGREEMENTS

Section 9.01. Inspection. The City may conduct such periodic inspections of the Projects as may be generally provided in the City's ordinances. In addition, the Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five business days' advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Sites to examine and inspect the Projects and only such records of the Company as may be required to demonstrate compliance with this Agreement.

Section 9.02. Compliance with Laws. To the best of the Company's knowledge, the Projects are and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Projects, including Environmental Laws, subject to all applicable rights of the Company to contest the same.

Section 9.03. Purchase, Construction, Improvement, Installation and Operation. The Projects will be purchased, constructed, improved, installed and operated in a manner that is generally consistent with the intent of the Projects described herein and in the Lease.

Section 9.04. Maintenance of Existence. The Company agrees that prior to Completion of Construction, they will maintain their corporate or limited liability company existence, and will not dissolve or otherwise dispose of all or substantially all of their assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation or limited liability company (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations or limited liability companies to consolidate with or merge into them, or may sell or otherwise transfer to another domestic corporation or limited liability company all or substantially all of their assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporations or limited liability companies expressly assume in writing all the obligations of the Company contained in this Agreement; and, further provided, that the surviving, resulting or transferee corporations or limited liability companies, as the case may be, have a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer and there shall be delivered to the City and the Trustee a Certificate of an independent certified public accountant to such effect. The term "net worth", as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries.

Section 9.05. Maintenance and Repairs. Throughout the term of each Lease, the Company shall, at its own expense, (i) keep or cause to be kept the Leased Property in reasonably safe operating condition and keep or cause to be kept the Leased Property in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary and (ii) keep the Leased Property and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fires.

Section 9.06. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Property, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Leased Property; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the term of a Lease.

(b) Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

(c) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under **Article VIII** hereof to the extent of any ad valorem taxes imposed with respect to the Projects paid pursuant to this Section.

Section 9.07. Permits and Authorizations. The Company shall not do or permit others under their control to do any work on the Projects related to any repair, rebuilding, restoration, replacement, modification or addition to the Projects, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements.

Section 9.08. Damage or Destruction.

(a) If a Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding such Project is of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction. The Net Proceeds of casualty insurance required by **Section 6.04** hereof received with respect to such damage or loss to a Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** of the Lease to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Agreement

has not been terminated, the excess shall be deposited in the Bond Fund created under the Indenture in the subaccount relating to the applicable portion of the Project damaged or destroyed, subject to the rights of any leasehold mortgagee. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in a form satisfactory to the City and Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Agreement, in the event of any such damage by fire or any other casualty, the provisions of this Agreement shall be unaffected and the Company shall remain and continue liable for the payment of all PILOT Payments and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Sites.

(f) The Company shall not, by reason of its inability to use all or any part of the Projects during any period in which the Projects are damaged or destroyed or are being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Bond owners or to any abatement or diminution of the amounts payable by the Company under this Agreement or of any other obligations of the Company under this Agreement except as expressly provided in this Section.

Section 9.09. Lender Approval. Notwithstanding any of the requirements contained in **Section 9.08** above, the proceeds of any insurance received subsequent to a casualty shall be applied as directed by the financing documents for any lender on a Project Site or as provided in any leases with tenants occupying a building on a Project Site.

Section 9.10. Environmental Requirements. As used in this Section, the following terms have the following meanings:

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(a) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Leased Property. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company.

(b) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Leased Property and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Leased Property or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company's business and in compliance with all applicable Environmental Laws.

(c) Prior to the transfer to the City of any Project Site, the Company will deliver to the City a Phase I environmental site assessment evidencing that Hazardous Substances do not exist on the Project Site. In the event the Phase I environmental site assessment reports the need for further investigation of the existence of Hazardous Substances on the Project Site, the Company will obtain a Phase II environmental site assessment.

(d) The Company hereby agrees that, anything to the contrary notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees, attorneys and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including reasonable attorneys' fees and court costs) resulting from, arising out of, or in any way connected with the presence of Hazardous Substances on any of the Project Sites.

ARTICLE X

INDEMNIFICATION AND RELEASE

Section 10.01. Indemnity. The Company agrees to indemnify, defend, and hold the City, its officials, agents and employees (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys' fees, directly resulting from:

(a) the Company's actions and undertaking in design, construction, leasing, operation and implementation of the Projects and the performance of the terms of this Agreement;

(b) the negligence or willful misconduct of the Company, their employees, agents or independent contractors in connection with the design, construction, leasing, operation and implementation of the Projects and the performance of terms of this Agreement;

(c) any unreasonable delay or expense resulting from any litigation filed against the Company by any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor;

(d) the Company's failure to provide the bonds or letters of credit set forth in **Section 6.07**;

(e) the Company's failure to comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Company;

(f) the Company's Event of Default in any term of this Agreement.

Section 10.02. Notification of Action. In the event any suit, action, investigation, claim or proceeding (collectively, an “**Action**”) is begun or made as a result of which the Company may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Company of the occurrence of such event. After receipt of such notice, the Company may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the reasonable cost and expense of Company, utilizing counsel of the Company’s choice. The City Indemnified Parties shall assist, at Company’s sole discretion, in the defense thereof. In the event that the Company shall fail to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the City Indemnified Parties after notice to the Company asserting the Company’s failure to timely defend, contest or otherwise protect against such Action) the reasonable and necessary cost of such defense shall be at the expense of the Company.

Section 10.03. Settlement. Any one of the City Indemnified Parties shall submit to the Company any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Company. Neither the Company nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

Section 10.04. Survival. The right to indemnification set forth in this Agreement arising during the term of this Agreement shall survive the Closing.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Reserved.

Section 11.02. Company Event of Default. Subject to Excusable Delays, a “**Company Event of Default**” shall include the following:

(a) Any representation or warranty made by the Company herein or in any written statement or certificate furnished to the City proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the Company by the City a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the Company shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch;

(b) Substantial default by the Company in the performance or breach of any covenant or agreement of the Company in a Lease, following notice and exhaustion of the right to cure as provided in the Lease;

(c) Failure of the Company to make the PILOT Payments required to be paid hereunder within thirty (30) days after written notice and demand by the City;

(d) Substantial default in the performance or breach of any other covenant or agreement of the Company in this Agreement not specifically covered in (a) through (c) above, and continuance of such default or breach for a period of sixty (60) days after City has delivered to Company a written notice

specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Company shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary, in no event shall a Company Event of Default be deemed to exist if the facts underlying the specific potential Company Event of Default have been caused by a City Event of Default.

Any such default or breach by the Company applicable to one Project phase shall not affect the rights of Company with respect to the other Project phases, including, without limitation, the Company's rights to tax abatement as set forth in Article VIII herein. For avoidance of doubt, a default by the Company with respect to one Project phase shall not constitute a default by the Company with respect to the other Project phases.

Section 11.03. City Event of Default. A “City Event of Default” shall include the following:

(a) Any representation or warranty made by the City herein proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the City by the Company a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) The occurrence and continuance of any default in the performance or breach of any covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of sixty (60) days after there has been given to the City by Company a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary in no event will a City Event of Default be deemed to exist if the facts underlying the specific potential City Event of Default have been caused by a Company Event of Default.

Section 11.04. Remedies.

(a) Upon the occurrence of a Company Event of Default, the City shall have the right to pursue any one or more of the following courses of action: (i) to declare an event of default under a Lease; (ii) to take such actions as deemed necessary by the City to remedy the breach, the costs of which may be charged to the defaulting party, or offset against any payments due under this Agreement to the defaulting Party; (iii) to terminate this Agreement with respect to the applicable Project at issue by written notice to the defaulting party, which termination shall be effective with respect to the applicable Project as of the effective date which is set forth in said notice (but shall not affect any other Project(s) developed hereunder), provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iv) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages (but in no event shall the Company be enjoined to construct any improvement).

(b) Upon the occurrence of a City Event of Default, the Company shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by the Company to remedy the breach, the costs of which may be charged to the City or offset against any payments due under this Agreement to the City; (ii) to terminate this Agreement by written notice to the City, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

(c) Upon a Company Event of Default hereunder this Agreement may be terminated with respect to the applicable Project phase by written notice to the Company from the City. Upon such Project termination the Company shall make a PILOT Payment to the City equal to (i) the *pro rata* amount payable pursuant to **Section 8.02** hereof from January 1 of the year in question through the effective date of termination for the applicable Project phase, plus (ii) the *pro rata* amount of taxes that would be due for the remaining portion of the year with respect to the applicable Project phase assuming the Leased Property was not subject to Tax Abatement during such year; provided, however, the payment of PILOT Payments following cessation of marketing or leasing activity shall be governed by **Section 8.07**.

Section 11.05. Enforcement. In addition to the remedies specified in **Section 11.04**, upon the occurrence of a Company Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01. Consents and Cooperation. Wherever in this Agreement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the City and the Company agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. Any consent or approval required by the City may be provided by the City Manager and the City Manager may seek the input or a decision from the City Council on any matter.

Section 12.02. Relationship. In the performance of this Agreement, the Company shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Company a partner, joint venturer with, or agent of, the City. The City and the Company agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Company.

Section 12.03. Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri for all purposes and intents.

Section 12.04. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and the Company with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the City and the Company.

Section 12.05. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 12.06. Severability. In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

Section 12.07. Limit on Liability. The Parties agree that no official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Company in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Company or with respect to any agreement, indemnity, or other obligation under this Agreement.

Section 12.08. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

Section 12.09. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

In the case of the Company to: VTRE Development, LLC
 c/o VanTrust Real Estate, LLC
 4900 Main Street, Suite 400
 Kansas City, Missouri 64112
 Attention: Grant Harrison

With a copy to: Dentons US LLP
 4520 Main Street, Suite 1100
 Kansas City, Missouri 64111-7700
 Attention: John Snyder

In the case of the City to: City of Raymore, Missouri
 100 Municipal Circle
 Raymore, MO 64083
 Attention: City Manager

With a copy to: City of Raymore, Missouri
 506 Main Street
 Raymore, MO 64102
 Attention: City Attorney

With a copy to:

Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Attention: Sid Douglas

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 12.10. Waiver. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

Section 12.11. Negotiation of Agreement. The City and Company are governmental and business entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 12.12. Tax Implications. The Company acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to them any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Company is relying solely upon its own tax advisors in this regard.

Section 12.13. Exhibits. All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

Section 12.14. Agreement to Control. In the event of any conflict between the terms of this Agreement and any Financing Documents, then the provisions of the Financing Documents shall control and supersede the conflict. In the event of any other conflict between the terms of this Agreement and any other agreements between the City and the Company, the provisions of this Agreement shall control and supersede the conflict.

Section 12.15. Term of Agreement. Except as otherwise provided herein, this Agreement shall continue in force for so long as (a) any Bonds shall remain outstanding; or (b) any phase of a Project is titled in the name of the City. This Agreement shall terminate on the retirement of all Bonds issued with respect to the Projects.

Section 12.16. Electronic Storage of Documents. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 12.17. Employee Verification. The Company shall comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement (i.e., the Company) to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees

working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City Clerk on or before November 15 of each year during the term of this Agreement, beginning November 15, 2019, and also upon execution of this Agreement.

Section 12.18. Survival of Representations. The representations of the Parties set forth in this Agreement shall survive the Closings.

ARTICLE XIII

ASSIGNMENT AND LEASES

Section 13.01. Assignment or Sale Prior to Completion of Construction. Prior to the Completion of Construction of the Projects, the Company shall not assign any of its rights hereunder (a “Transfer”) without first obtaining the written consent of the City. Notwithstanding the foregoing, the City shall not withhold its consent if it is reasonably satisfied that the proposed assignee has significant experience developing or managing industrial parks and the financial ability to complete and operate the Project. Subject to the requirements of **Section 9.04**, and notwithstanding the foregoing, so long as the Company is not in default hereunder, the Company may (a) consummate a Transfer to an Affiliate without the necessity of obtaining the City’s consent but only upon providing a certificate or letter evidencing that the Affiliate has a net worth (determined in accordance with accounting principles generally accepted in the United States) of at least \$3,000,000, or (b) collaterally assign this Agreement to lenders providing financing for the Project. Company shall notify City of any Transfer permitted hereunder within ten (10) days of closing on such assignment.

In the event of a Transfer pursuant to this **Section 13.01**, upon delivery to the City of an assumption document as described in **Section 13.02(b)** below, the Company shall be released from any further obligations set forth herein accruing after the date of such assignment.

Section 13.02. Assignment or Sale After Completion of Construction. Following Completion of Construction of the Projects, this Agreement and the rights, duties and obligations hereunder as they relate to the each of the Projects may be fully and freely assigned by the Company subject to the following:

(a) The Company shall represent to the City, and the City shall conclude that, in the sole reasonable opinion of the City the assignee has the financial capability to fulfill the obligations of the Company under this Agreement and possesses the management experience to operate the Project.

(b) Every assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Company under this Agreement and any agreements associated with the Tax Abatement and agree to be subject to all the conditions and restrictions to which the Company is subject.

In the event this Agreement is assigned in whole pursuant to this **Section 13.02** upon delivery to the City of the assumption document required by subparagraph (b), the Company shall be released from any further obligations set forth herein accruing after the date of such assignment. The Company shall notify City of any such assignment including presentation of the assumption of obligation instrument at least fifteen (15) days prior to the closing on such assignment. At all times, without the consent of the City, the Company may collaterally assign this Agreement to lenders providing financing for the Projects.

Section 13.03. Subleases. The Company shall be permitted to enter into subleases with tenants upon such terms and conditions as the Company deems reasonable. During the term of the Lease (under the Chapter 100 Act) for each applicable Project, all such subleases shall include: (i) requirements for each tenant to provide evidence of insurance, naming the City and Bond Trustee as additional insureds (as their interests may appear); and (ii) that such insurance certificates reflect CGL coverage in compliance with the requirements contained in **Section 6.04(a)** of this Agreement. A certificate or certificates of the insurers that such insurance is in full force and effect, shall be provided to the City and the Bond Trustee and, prior to expiration of any such policy, such tenant shall furnish the City and Bond Trustee with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the tenant may choose to satisfy this requirement by providing blanket policies now or hereafter maintained by the tenant if the City's insurance consultant certifies to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required hereunder for such tenant under a sublease shall provide for prior written notice to the City and the Bond Trustee of any cancellation or reduction in amount of coverage.

In addition, each tenant under a sublease for a Project shall include the City and the Bond Trustee, their officials, agents and employees (collectively, the "**City Indemnified Parties**") as indemnified parties under the indemnification provision(s) and environmental provision(s) contained in each sublease. The Company, or any successor landlord thereunder, shall provide the City and the Bond Trustee with evidence that the City Indemnified Parties are included as indemnified parties under each applicable sublease during the term of the Lease (under the Chapter 100 Act) for each applicable Project.

By means of an example, the Company (or an affiliate of Company), as landlord, shall use commercially reasonable efforts to include indemnification clauses in such subleases substantially as follows:

Claims Arising From Tenant's Use. Except for the Claims waived by Landlord pursuant to this Lease, Tenant will, to the fullest extent allowable under the Laws, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and **City Indemnified Parties** from and against all Claims arising from (a) any use of the Premises or Property by Tenant that violates the terms of this Lease, (b) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (c) any act, omission, negligence or misconduct of Tenant, (d) any accident, injury, occurrence or damage in or to the Premises, and (e) if caused in whole or in part by Tenant, any accident, injury, occurrence or damage in, about or to the Property.

"**Claims**" means all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any obligation under this Lease.

Hazardous Materials Indemnification. Tenant, to the fullest extent allowable under the Laws, will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and **City Indemnified Parties** from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, about or from the Property (including water tables and atmosphere), but only to the extent arising from Tenant's use or occupancy of the Premises or Property. Tenant's obligations under this Section include, without limitation, and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, compliance, investigations, clean-up, monitoring, response, detoxification or decontamination of the Property; (b) the costs of implementing any closure, remediation or other required action in connection therewith; (c) the value of any loss of use and

any diminution in value of the Property and adjacent and nearby properties, including groundwater; and (d) consultants' fees, experts' fees and response costs. The obligations of Tenant under this Section will survive the expiration or earlier termination of this Lease.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Development and Performance Agreement on the date first written above.

CITY OF RAYMORE, MISSOURI

By: _____

(SEAL)

ATTEST:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ for the City of Raymore, Missouri, a City existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

[SEAL]

My Commission Expires:

EXHIBIT A

DESCRIPTION OF THE PROJECT SITES

A-1

US_Active\113756860\V-5
US_Active\113756860\V-6

EXHIBIT B

DESCRIPTION OF THE PROJECTS

The Projects consist of developing approximately 136 acres in four phases. Each phase is to include the construction of a building ranging from 200,000 to 1,000,000 square feet for Class A commercial/industrial/office industries/warehousing use. Total build out is expected to be complete in five years (or a later date not to exceed eight (8) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to five years from the date of approval of the Plan) with approximately 1,750,000 square feet of building area.

EXHIBIT C

COMPANY PUBLIC IMPROVEMENTS

Company Public Improvements include constructing and installing all of the public improvements related to the Projects, including water, sanitary sewer, storm sewer, and street (Dean Avenue) that service the site. These improvements may be completed in phases to coincide with the phased building construction.

Public improvements include:

Dean Avenue extended south of North Cass Parkway to service the building pads.

5' wide sidewalk on the west side of Dean Avenue

Water main extension

Sanitary sewer main extension

Re-striping of existing pavement on North Cass Parkway to create a right-turn lane for eastbound traffic onto Dean Avenue

Stormwater main (for Dean Avenue)

Public improvements will be constructed in accordance with the City of Raymore Design and Construction Manual and City of Raymore Code of Ordinances and Unified Development Code as shown on the Preliminary Plan and as revised to meet City of Raymore standards on the Final Plan.

EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION OF CONSTRUCTION

CERTIFICATE OF COMPLETION OF CONSTRUCTION

The undersigned, VTRE DEVELOPMENT, LLC (the "Company"), pursuant to that certain DEVELOPMENT AND PERFORMANCE AGREEMENT (the "Development Agreement") effective as of the _____ day of _____, 2019, by and between the CITY OF RAYMORE, MISSOURI (the "City"), a constitutional charter city organized and existing under the laws of the State of Missouri, and the Company, hereby certifies to the City as follows:

1. That as of _____, 20__, the construction of [Project No. ____] [the Company Public Improvements (as such terms are defined in the Development Agreement)] has been completed in accordance with the Development Agreement.

2. The [Project] [Company Public Improvements] have been completed and installed in a good and workmanlike manner and in accordance with the Plans & Specifications (as defined in the Development Agreement).

3. The acquisition, construction and installation of the [Project] [Company Public Improvements] have been substantially completed.

4. This Certificate of Completion of Construction is being issued by the Company to the City in accordance with the Development Agreement to evidence the Completion of Construction and the Company's satisfaction of all obligations and covenants with respect to such construction.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

VTRE DEVELOPMENT, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF RAYMORE, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT E

COMPANY ENGAGEMENT LETTER

[Date]

VTRE Development, LLC
4900 Main Street, Suite 400
Kansas City, Missouri 64112
Attention: Grant Harrison

Re: Raymore, Missouri Taxable Industrial Development Revenue Bonds (VanTrust Real Estate Project)

Dear Grant:

This letter is to confirm our engagement to serve as bond counsel in connection with the proposed issuance of the above-referenced bonds (the “*Bonds*”) in one or more series, the proceeds of which will be used to acquire and construct an industrial development project to be owned by the City of Raymore, Missouri (the “*Issuer*”) and leased to VTRE Development, LLC, a Delaware limited liability company (“*Company*”). The purpose of this letter is to set forth our responsibilities and fees with respect to these transactions.

SCOPE OF ENGAGEMENT

In this engagement, as Chapter 100 bond counsel to the Issuer we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Bond Opinion*”) regarding the validity and binding effect of the Bonds, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and the lease of the Project to the Company and coordinate the authorization and execution of documents.
- (4) Prepare the Issuer’s declaration of official intent to reimburse Project Costs paid by the Company prior to the issuance of the Bonds.
- (5) Draft the necessary public notice and proceedings for the required public hearing with respect to the Bonds.
- (6) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.

- (7) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (8) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.
- (9) Prepare the Chapter 100 Plan and related documents and coordinate notice to the affected taxing jurisdictions and related matters.

Our Bond Opinion will be addressed to the Issuer and the Company and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials, officers of the Company and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the Company with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Company to provide us with complete and timely information on all developments pertaining to any aspect of the Projects, the Bonds and the security for the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us and the Issuer. We assume that all other parties, including the Company, will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to the Company or any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for herein; the Company’s execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

Although the Issuer will be our sole client, the Company will be responsible for paying our legal fees. Based upon an estimated principal amount of \$105,000,000, our fee as Chapter 100 Bond Counsel, including the Chapter 100 process, will be: (i) \$45,000 due upon approval of the Chapter 100 Plan and the Development and Performance Agreement, (ii) \$45,000 for the first series of Bonds, and (iii) \$15,000 for each subsequent series of Bonds. The full amount of the Bond fee for each series of Bonds will be payable at the time of issuance of each series of the Bonds.

RECORDS

Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

If the foregoing terms are acceptable to you, please so indicate by return the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

ACCEPTED AND APPROVED:

VTRE DEVELOPMENT, LLC

By: _____

Name: _____

Its: _____

Date: _____, 2019

cc:



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 11/25/2019

SUBMITTED BY: David Gress

DEPARTMENT: Economic Development

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3502: Chapter 100 Request - The Venue of The Good Ranch

STRATEGIC PLAN GOAL/STRATEGY

3.2.4: Provide quality, diverse housing options that meet the needs of our community.

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Bond Purchase Agreement; Engagement Letter; Lease Agreement; Performance Agreement; Trust Indenture; Closing Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Jake Loveless, representing Griffin Riley Property Group, LLC (the "Company"), plans to construct a 204-unit luxury townhome development at the northeast corner of North Cass Parkway and Dean Avenue. Amenities included will be a pool/clubhouse, playground, dog park, pickleball courts, visitor parking areas, and centralized trash containers.

The Company is requesting issuance by the City of its taxable industrial development revenue bonds in an amount not to exceed \$26.5 million to finance costs of the project. The Company will purchase the bonds and make the required payments over a 25-year period.

At the time of closing on the revenue bonds the Company will convey title of the property to the City. The City will be the legal owner of the property while the bonds are outstanding, thus exempting the development from property taxes. The Company has agreed to make an annual payment in lieu of taxes (PILOT) of \$1,241 per dwelling unit, calculated to represent 100% of the tax that would be owed on the property without abatement. The PILOT will increase by 2% in each odd year. The City will annually distribute the proportionate amount to each taxing jurisdiction within the boundaries of the project.

BILL 3502

ORDINANCE

"AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND AUTHORIZING THE CITY OF RAYMORE, MISSOURI, TO ISSUE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$26,500,000 AND TO ENTER INTO CERTAIN DOCUMENTS IN CONNECTION THEREWITH."

WHEREAS, the City of Raymore, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a plan for industrial development (the "Plan") with respect to a project consisting of the construction and improvement of a commercial townhome facility with leasable apartment-style units located at the northeast corner of the intersection of S. Dean Avenue and N. Cass Parkway in the City (the "Project"), notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan; and

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to Griffin Riley Property Group, LLC, a Missouri limited liability company, or an affiliate designated thereby (the "Company") and from no other source, and the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of the Revised Statutes of Missouri, as amended, which provides that notwithstanding

any other provisions of any law or any charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI:

Section 1: Promotion of Economic Development; Commercial Project. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Council hereby finds that the Project will constitute a "commercial" facility for purposes of the act due to the intended use of the Project being the leasing of rentable units for profit.

Section 2: Approval of Plan. The Council hereby approves the Plan for Industrial Development Project attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project) in an aggregate principal amount not to exceed \$26,500,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

Section 4: Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or

City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5: Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

A. Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and the bond trustee designated in the Trust Indenture (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

B. Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

C. Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds; and

D. Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted the Company certain rights with respect to stabilizing the Company's tax liability on the Project through the Company's agreement to pay certain payments in lieu of taxes.

Section 6: Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7: Further Authority. The Mayor, City Manager, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

Section 8: Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

DULY READ THE FIRST TIME THIS 25TH DAY OF NOVEMBER , 2019

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

(SEAL)

Approved as to form:

City Attorney

**EXHIBIT A
TO ORDINANCE**

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

\$26,500,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF RAYMORE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(THE VENUE TOWNHOMES PROJECT)
SERIES 2019

DATED AS OF DECEMBER 1, 2019

BOND PURCHASE AGREEMENT

Mayor and City Council
Raymore, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Griffin Riley Property Group, LLC, a Missouri limited liability company (the “Purchaser”), offers to purchase from the City of Raymore, Missouri (the “City”), the above-referenced series of Taxable Industrial Development Revenue Bonds (the “Bonds”), to be issued by the City, under and pursuant to an ordinance passed by the governing body of the City on December ___, 2019 (the “Ordinance”) and a Trust Indenture dated as of December 1, 2019 (the “Indenture”), by and between the City and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for Griffin Riley Property Group, LLC, a Missouri limited liability company (the “Company”), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture or the Performance Agreement; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed \$26,500,000.

As used herein, the term "Closing Date" shall mean _____, 20____, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean \$_____.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$26,500,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the “Indemnified Parties”), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party’s negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER’S OBLIGATIONS

The Purchaser’s obligations hereunder shall be subject to the due performance by the City of the City’s obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City’s representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, the Performance Agreement, this Agreement and the Lease and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds,

or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Bonds are the following: (1) the legal fees of Gilmore & Bell, P.C. (2) publication costs and filing fees, and (3) the Trustee's initial acceptance fee and first year's administrative fee, which shall total the Closing Price shown above.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the address of the City as provided in the Indenture for notices to the City required thereunder; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing to the address of the Company as provided in the Indenture for notices to the Company thereunder.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to any party to which the Lease is assigned, or otherwise may be assigned with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS; ELECTRONIC STORAGE

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

Very truly yours,

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,
as Purchaser

By: _____
Name:
Title:

Accepted and Agreed to:

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,
as Company

By: _____
Name:
Title:

Accepted and Agreed to:

CITY OF RAYMORE, MISSOURI

By: _____
Name: Kristofer P. Turnbow
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Jeanie Woerner
Title: City Clerk



2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

November 15, 2019

GRIFFIN RILEY PROPERTY GROUP, LLC

Re: Raymore, Missouri – Chapter 100 Plan and Revenue Bonds for The Venue Townhomes Project

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as Chapter 100 bond counsel to the City of Raymore, Missouri (the “*Issuer*”), in connection with the issuance of the above-referenced bonds (the “*Bonds*”). We understand that the Bonds are being issued for the purpose of financing the construction of a townhome-apartment facility in the City of Raymore (the “*Project*”) and that the Bonds will be limited obligations of the Issuer, payable solely from revenues received from Griffin Riley Property Group, LLC, or an affiliate thereof (the “*Borrower*”).

SCOPE OF ENGAGEMENT

In this engagement, as Chapter 100 bond counsel to the Issuer we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Bond Opinion*”) regarding the validity and binding effect of the Bonds, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and the lease of the Project to the Borrower and coordinate the authorization and execution of documents.
- (4) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
- (5) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.
- (6) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.

-2-

- (7) Prepare the Chapter 100 Plan and related documents and coordinate notice to the affected taxing jurisdictions and related matters.

Our Bond Opinion will be addressed to the Issuer and the Borrower and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “*Closing*”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials, officers of the Borrower and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the Borrower with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Borrower to provide us with complete and timely information on all developments pertaining to any aspect of the Project, the Bonds and the security for the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us and the Issuer. We assume that all other parties, including the Borrower, will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to the Borrower or any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those described herein. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and the delivery of our Bond Opinion.

FEES

Our fees will be as follows: \$10,000 for the Chapter 100 Plan and related work, which will be payable within 10 days of City Council consideration of the Chapter 100 Plan for approval and is not contingent upon approval of the Chapter 100 Plan. Our fee as Chapter 100 Bond Counsel will be an additional \$50,000 assuming the Borrower buys their own bonds and is contingent upon issuance of the Bonds.

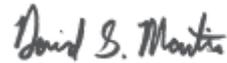
RECORDS

Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

-3-

If the foregoing terms are acceptable to you, please so indicate by returning a signed copy of this engagement letter to me by email or other form of delivery. We look forward to working with you. If this engagement letter is not signed and returned, but you direct us to conduct the work as initially discussed without objection to the terms of this letter, we will consider this letter to govern our relationship unless we agree otherwise in writing.

GILMORE & BELL, P.C.



David Martin

ACCEPTED AND APPROVED:

GRIFFIN RILEY PROPERTY GROUP, LLC

By: _____

Name: _____

cc: Jim Feuerborn, City Manager
David Gress, Economic Development Director

**CITY OF RAYMORE, MISSOURI,
As Lessor,**

AND

**GRIFFIN RILEY PROPERTY GROUP, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of December 1, 2019

Relating to:

**\$26,500,000
(Aggregate Maximum Principal Amount)
City of Raymore, Missouri
Taxable Industrial Development Revenue Bonds
(The Venue Townhomes Project)
Series 2019**

Certain rights of the City of Raymore, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to Security Bank of Kansas City, Kansas City, Kansas, as Trustee under the Trust Indenture dated as of December 1, 2019, between the City and the Trustee.

LEASE AGREEMENT

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Appendix I: Performance Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of December 1, 2019 (the “Lease”), is between the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the “City”), and **GRIFFIN RILEY PROPERTY GROUP, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, as lessee (the “Company”);

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), to purchase, construct, extend and improve certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on December __, 2019, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019, in the maximum principal amount of \$26,500,000 (the “Bonds”), for the purpose of improving certain real property located at the northeast corner of the intersection of S. Dean Avenue and N. Cass Parkway in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site (the “Project Improvements,” as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (collectively, the “Project”), to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Environmental Law” means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

“Full Insurable Value” means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.2(a)** hereof.

“Lease Term” means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

“Lender” means any person who from time to time has made a loan to Company which is secured by a Mortgage.

“Mortgage” means any mortgage or deed of trust (together with all related loan documents and security agreements) relating to the Project permitted pursuant to the provisions of **Section 10.4** hereof.

“Net Proceeds” means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, trustee’s fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, this Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic’s liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) any Mortgage, (f) any assignment of leases and rents or similar assignment delivered by the Company in favor of a Lender in connection with any future Mortgage (delivered pursuant to **Section 10.4(b)** of this Lease), and (g) any encumbrance noted in a title report included in the transcript of proceedings relating to the Bonds.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

“Project Site” means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the

City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site and agrees to construct and improve or cause to be constructed and improved thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, 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 restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, 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 Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Raymore, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on December 1, 2047.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act, this Lease and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, construct and improve the Project as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**;

(c) The Company will comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, with respect to the construction of the Project; and

(d) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture and any Permitted Encumbrances.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with

the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project and the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2020 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on such December 1 on the Bonds. On December 1, 2047 (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all remaining principal then unpaid on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204(e)** and **Section 208(f)** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

In furtherance of the foregoing and of **Section 204(e)** and **Section 208(f)** of the Indenture, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement, and provided that the Company is the sole Bondowner, the Company may set-off each Basic Rent payment against the City's obligation to the Company as Bondowner, in lieu of delivery of a payment of Basic Rent on any date on which principal of or interest on the Bonds is payable, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

- (a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;
- (b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) all amounts payable under the Performance Agreement; or

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's charter relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its Affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company agree that while the Project is owned by the City and is subject to this Lease, the Project and the leasehold interest of the Company in the Project will be exempt from all *ad valorem* real property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as *Appendix I*. Notwithstanding the foregoing, Company will annually pay to the City the payments with respect to the Project set forth in the Performance Agreement.

ARTICLE VII

INSURANCE

Section 7.1. Title Report. Before conveying title to any real property to the City, the Company will provide a report reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, (1) from commencement of construction until the Completion Date, a policy or policies of builder's risk insurance, either on a "completed value" form with coverage based on the estimated value of the completed Project, or on a "reporting" form with coverage based on the then-current value of the Project at the time of each report (provided that the Company may comply with the requirement to maintain builder's risk insurance by arranging for its construction contractor to maintain such coverage), and (2) from and after the Completion Date, a policy or policies of insurance to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed \$25,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of \$200,000,000, as determined by generally accepted accounting principles.

Section 7.6. Certificate of Compliance. The Company shall provide the City, the Trustee and the Lender on an annual basis, commencing on December 1, 2020 with a certificate of an Authorized Company Representative certifying compliance with this **Article VII**.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part

of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien

notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein, subject to the rights of the Lender. Insurance monies in any amount of \$1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Lender. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof, with a copy to the Lender. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City, the Trustee and the Lender with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of any Lender under a Mortgage (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account, subject to the rights of the Lender.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than \$1,000,000,

the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, and any Lender under a Mortgage (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines or the Lender shall direct that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of any Lender under a Mortgage (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company and the Lender.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and

subordinate to the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 24 hours' advance written notice and the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(b)** and **(c)**, if no Event of Default under this Lease has happened and is continuing and subject to the rights of the Lender, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and

upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(b)** and **(c)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease, and the leasehold estate created hereby with prior notice to but without the consent of the City, and may collaterally assign its interest in the Lease and the agreements evidencing or relating to the Bonds, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Mortgage or collateral assignment, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company may mortgage the fee estate held by the City with the consent of the City, not to be unreasonably withheld, conditioned, or delayed. In either case, in connection therewith, the Company shall have the right to assign this Lease, the leasehold estate, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Lender. Any further sublease or assignment by any Lender shall be subject to the provisions of **Section 13.1(c)**.

(c) With respect to any Mortgage, upon notice by the Company to the City in writing that it has executed a Mortgage under which it has granted rights in this Lease to a Lender which includes the name and address of such Lender, the following provisions shall apply in respect of each such Lender:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Lender;

(2) the City shall serve upon each such Lender (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of

termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Lender (at the address, if any, provided to the City);

(3) each Lender shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Lender as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of each Lender under this **Section 10.4(c)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Lender and permitting such Lender (or its designee, nominee, assignee, or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Lender (or its designee, nominee, assignee, or transferee) is diligently prosecuting such cure); provided that the Lender (or its designee, nominee, assignee, or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) such Lenders (and their designees, nominees, assignees, or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Mortgage(s).

(d) In connection with the execution of one or more Mortgages, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Lender and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Mortgage, provided that the City shall not be required to undertake any duties or payment obligations under such documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) This Lease is subject to any Mortgage.

(f) Notwithstanding anything contained to the contrary in this Lease, (a) the Company shall have the right to assign this Lease and any subleases to a Lender or to the designee or nominee of a Lender, without the consent of the City, and (b) if a Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the applicable Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, said Lender or its designee or nominee shall have the further right to further assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, without the consent of the City and such assignee shall enjoy all rights, powers and privileges granted herein to said Lender; provided, however, that such Lender or its assignee or nominee, or their assignee or nominee, shall assume in writing all rights, duties and obligations of the Company under this Lease and the Performance Agreement.

(g) During the term of any Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of the applicable Lender;

(ii) if this Lease shall terminate prior to the expiration of the Lease Term, the City shall enter into a new lease for the Project with the applicable Lender or its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) The applicable Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the applicable Lender shall cure all defaults of the Company under the Lease (susceptible of being cured by such Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the City on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the City or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(iii) if a Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of a Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and said Lender or its designee or nominee shall have assigned this Lease, said Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the “Indemnified Parties”) from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys’ fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any

claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not (i) extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City, or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, subject to compliance with any agreements between the Company and the Lender, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to

consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) \$100,000,000. The term “net worth,” as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 10.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company’s expense, shall file all instruments the Owner of the Bonds shall deem necessary to be filed. The Trustee shall, pursuant to **Section 805** of the Indenture, continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a “Remedies Notice”), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

- (a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

- (b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus
- (c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus
- (d) the sum of \$100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

- (a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and
- (b) Documents, including without limitation a special warranty deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due under the Performance Agreement. The amount of the purchase price under this Section shall be \$100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” or “default” under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding provided, however, at any time the Company is the owner of 100% in aggregate principal amount of all Bonds Outstanding, said notice must also have been given by the Owner of 100% in aggregate principal amount of all Bonds Outstanding or it shall not be effective; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company’s part to be observed or performed, and such default shall continue for 30 days after the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion) provided, however, at any time the Company is the owner of 100% in aggregate principal amount of all Bonds Outstanding, said notice must also have been given by the Owner of 100% in aggregate principal amount of all Bonds Outstanding or it shall not be effective; or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company’s consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncared for or abandoned for a period of 90 days, unless the Company's interest in this Lease has been transferred to a financing party or a Lender and the Project continues in operation thereafter; or

(f) The occurrence and continuance of an "Event of Default" by the Company under the Performance Agreement following any applicable notice and grace period provided therein.

With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the City hereby grants the Company full authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given to the Company and the Lender by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may, subject to any agreement with the Lender, assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee and the Lender within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City, the Trustee and the Lender a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose

as the original sublease and is for a purpose permissible under the Act. Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of, or notice to, the City, enter into leases or subleases with one or more persons or entities for the various parcels or units within the Project to be used for residential purposes or other uses commonly associated with an apartment or townhome complex.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease (excluding residential subleases as contemplated in subsection (b) hereof and subject to the rights of the Lender) any interests in this Lease without the prior written consent of the City shall only apply to assignments made (A) to any entity whose long-term debt, or the long-term debt of an entity controlled by, under common control with or controlling such entity has at least a rating in any of the top three long term debt rating categories by any nationally recognized rating agency; (B) to any entity qualified to do business in the State of Missouri that has a net worth of at least \$10,000,000 at the time of such assignment or sublease, provided such assignment is after the Completion Date and the assignee assumes all obligations of the Company under the Lease and the Performance Agreement in writing; or (C) to an entity controlled by or under common control with or controlling the Company, so long as such entity has a net worth of at least \$10,000,000 at the time of such assignment or sublease; for any proposed assignment or transfer prior to the Completion Date, other than those specifically set forth in this Lease, the Company may assign or transfer any interests in this Lease to any entity or person with the City's prior written consent, and such consent shall not be unreasonably withheld, conditioned or delayed. The City shall have the right to grant or withhold its consent to such proposed assignment or transfer in its reasonable discretion after inquiry and the delivery of information by the Company to the City as to whether the proposed assignee or transferee has sufficient financial wherewithal and experience to complete the Project according to the terms of this Lease, the Performance Agreement or any other agreement related to the issuance of the Bonds. If and to the extent that the Company and/or the proposed assignee reasonably demonstrates to the City that the proposed assignee has sufficient experience and a net worth sufficient to complete the Project, then it shall not be deemed "reasonable" for the City to withhold its consent to such proposed assignment or sublease. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds. Notwithstanding the foregoing, the Company may pledge or assign its interest in the Project, the Bonds and agreements relating to the Bonds to the Lender without consent of the City provided duplicate copies of such agreements are provided to the City.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. Except as set forth in **Section 10.4**, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in

and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, teletypes, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. Satisfaction of the Company's Obligations. Any obligation of the Company under this Lease, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance as required herein, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

Section 15.11 Complete Agreement. **THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND IN THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE AND THE PERFORMANCE AGREEMENT.**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF RAYMORE, MISSOURI

By: _____
Name: Kristofer P. Turnbow
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Jeanie Woerner
Title: City Clerk

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Cass County, Missouri:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE S 03°26'02" W, ALONG THE WEST LINE OF SAID SECTION 20; 1745.66 FEET; THENCE S 86°33'58" E, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE S 32°38'09" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWOOD OF THE GOOD RANCH 3RD PLAT", A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE N 57°37'37" E, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN A NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 32°21'40" W, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 57°21'51" E, 18.78 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S 82°49'58" E, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, S 47°40'05" E, 65.22 FEET; THENCE SOUTH 06°43'46" E, 54.28 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE S 07°16'14" E, 24.84 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE SOUTH 07°16'14" E, 24.8 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 78°25'39" E, 40.71 FEET; THENCE S 60°11'28" E, 129.07 FEET; THENCE S 27°47'33" E, 95.37 FEET; THENCE S 43°24'40" E, 26.51 FEET; THENCE 13°35'20" W, 194.86 FEET; THENCE S 09°22'57" E, 142.33 FEET; THENCE S 12°09'04" E, 185.66 FEET; THENCE S 16°58'52" W, 36.55 FEET; THENCE S 11°09'22" E, 239.14 FEET; THENCE S 38°56'55" E, 46.21 FEET; THENCE S 15°33'04" W, 39.01 FEET; THENCE S 28°22'33" W, 122.42 FEET; THENCE S 43°17'22" W, 52.61 FEET; THENCE S 22°59'58" W, 69.66 FEET; THENCE 37°04'30" W, 165.15 FEET; THENCE S 12°56'13" W, 121.00 FEET; THENCE 01°11'04", 55.64 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH CASS PARKWAY, AS NOW ESTABLISHED; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF N 62°07'52" W, A RADIUS OF 5612.50 FEET, AND AN ARC LENGTH OF 521.09 FEET, TO A POINT OF INTERSECTION WITH THE MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AT STATION 524+97.62, 62.68 FEET LEFT; THENCE ALONG SAID MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, N 20°21'34" E, 62.28 FEET, TO STATION 524+95.29, 124.91 FEET LEFT; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N 28 56'29" W, 78.08 FEET, TO STATION 523+39.13, 175.00 FEET LEFT, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 20°24'26" E, 14.38 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 1550.00 FEET, AND AN ARC LENGTH OF 1427.74 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,118,662 SQUARE FEET, OR 25.7 ACRES, MORE OR LESS.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The Venue Townhomes development, a “Class A” multi-family housing development, consisting of 51 townhome structures with 204 leasable units, together with a clubhouse, dog park, playground, pickleball court and off-street parking.

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
 Date: _____

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF DECEMBER 1, 2019, BETWEEN CITY OF RAYMORE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF DECEMBER 1, 2019, BETWEEN CITY OF RAYMORE, MISSOURI AND GRIFFIN RILEY PROPERTY GROUP, LLC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$_____ is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

<u><i>Date of Project Costs</i></u>	<u><i>Amount Submitted in this Requisition</i></u>	<u><i>Requisitions Submitted to Date (Including this Requisition)</i></u>

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,

By: _____
Name:
Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
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APPENDIX I
PERFORMANCE AGREEMENT

(See Document No. ____)

PERFORMANCE AGREEMENT

Dated as of December 1, 2019

BETWEEN

CITY OF RAYMORE, MISSOURI

AND

GRIFFIN RILEY PROPERTY GROUP, LLC

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of December 1, 2019 (the “**Agreement**”), between the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “**City**”), and **GRIFFIN RILEY PROPERTY GROUP, LLC**, a Missouri limited liability company (the “**Company**”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “**Act**”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of a project (the “**Project**”) for the Company consisting of the improvement of certain real property located at the northeast corner of the intersection of S. Dean Avenue and N. Cass Parkway in the City (the “**Project Site**”), including the construction and improvement of a commercial facility on the Project Site, out of the proceeds of the industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project, and to lease or sell the Project to the Company for the purpose of financing the costs of the Project.

3. Pursuant to an ordinance (the “**Ordinance**”) passed by the City Council on December ___, 2019, the City has approved a plan for the Company’s economic development project and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the “**Indenture**”) between the City and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “**Trustee**”), for the purpose of issuing and securing the City’s Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019 in the maximum principal amount of \$26,500,000 (the “**Bonds**”), (b) a Lease Agreement of even date herewith (the “**Lease**”) with the Company under which the City, as lessor, will construct, extend and improve the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from ad valorem real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to construct, extend and improve the Project upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the terms otherwise defined herein, the following words and terms as used herein shall have the following meanings:

“**Agreement**” means this Performance Agreement dated as of December 1, 2019, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“**Commercial Facility**” means a facility comprised of rentable space operated for profit by the Company in accordance with this Agreement, including a residential townhome/apartment complex and associated uses.

“**Company**” means Griffin Riley Property Group, LLC, a Missouri limited liability company, and its successors and assigns.

“**County**” means Cass County, Missouri.

“**County Assessor**” means the Cass County Assessor Office.

“**Exemption**” shall have the meaning set forth in **Section 3.1**.

“**Indenture**” means the Trust Indenture dated as of December 1, 2019, between the City and Security Bank of Kansas City, Kansas City, Kansas, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“**Leasable Unit**” means each apartment unit that is part of the Project and is contained in a building for which a certificate of occupancy has been issued by the City, provided that, after a certificate of occupancy is issued by the City for any Leasable Unit, it shall remain a Leasable Unit regardless of any subsequent suspension or revocation of the certificate of occupancy.

“**PILOT Payment**” or “**PILOT**” means the payments in lieu of taxes provided for in **Article III** hereof.

“**Project**” means, collectively, the Project Site and the Project Improvements as they may at any time exist.

“**Project Improvements**” shall have the same meaning as provided in **Exhibit B** to the Lease.

“**Project Site**” means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. City’s Representations. The City hereby represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from ad valorem taxes on real property (the "**Exemption**"). The first year of the Exemption period for purposes of this Agreement shall be the calendar year in which the Bonds are issued. Notwithstanding any other provision of this Agreement to the contrary, the last year of such Exemption period shall be 2047. The Company covenants and agrees that, during each year of the Exemption period, the Company will make annual payments in lieu of taxes to the City (each such payment, a "**PILOT**" or "**PILOT Payment**") as described in this **Article III**. The City and the Company hereby agree that the Exemption shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds (and specifically shall not apply to personal property relating to the Project other than construction materials).

Section 3.2. Payments In Lieu of Taxes for Project. The Company covenants and agrees to make PILOT Payments to the City on or before each December 1, in the following amounts (provided that, if the Bonds are issued in 2019, the PILOT Payment for 2019 shall be due by December 31, 2019, and provided further that, if a tax bill is received and paid for the Project Site for 2019, no PILOT Payment shall be due for 2019):

- 1) In each year, a PILOT Payment shall be made with respect to the Project Site in the fixed amount set forth on **Exhibit B** hereto; and
- 2) In each year, a PILOT Payment shall be made for each Leasable Unit in the amount set forth on **Exhibit B** hereto.

Section 3.3. Initiation of PILOT Payments. The Company agrees that it shall apply to the City for a certificate of occupancy for each building that becomes eligible to receive a certificate of occupancy from the City under the City's building code within 30 days of such building reaching such point of eligibility. The Company represents and agrees that it will act in good faith to apply for certificates of occupancy at the earliest possible time for each building within the Project and will not seek to avoid the payment of PILOT Payments in any year by delaying its completion of any building or its application for a certificate of occupancy with respect to any building.

Section 3.4. Distribution of PILOTS. Within 30 days of the date of receipt of each PILOT Payment, the City or designated billing/collection agent shall distribute each PILOT Payment among the taxing jurisdictions in proportion to the *ad valorem* tax rates imposed by such taxing jurisdictions in the year in which the PILOT Payment is due.

Section 3.5. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the Exemption, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of the

County or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 3.6. City Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company no later than November 15th of each year and the Company will reimburse the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Agreement expires or is terminated.

Section 3.7. Other Property Taxes In Connection with the Project. The Exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem real property taxes on the Project to the County.

Section 3.9. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action, provided that this right shall not extend to the PILOT Payments.

Section 3.10. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the Exemption shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City. The City hereby confirms that as of the date of this Agreement there are no special assessments affecting the Project Site and none are currently anticipated by the City.

Section 3.11. PILOT Reserve Account / Deed of Trust.

(a) On or prior to January 1, 2022, the Company shall deposit the amount of \$127,000 (the "PILOT Reserve Requirement," which shall be increased to \$265,000 on January 1, 2023, to \$280,000 on January 1, 2029, to \$303,000 on January 1, 2035, and to \$322,000 on January 1, 2041) to an account held by a financial institution designated in writing by the City (the "PILOT Reserve Account"), by check or electronic transfer at the direction of the City. The City shall hold the PILOT Reserve Account separate and apart from other funds of the City. If, by 5:00 P.M. on any date on which a PILOT Payment is due

under this Agreement (or the following business day if such date does not fall on a business day), the City has not received payment from the Company in the amount of the PILOT Payment due on such date, the City may withdraw an amount equal to such PILOT Payment from the PILOT Reserve Account and apply such funds to the payment of such PILOT.

(b) If any funds are withdrawn from the PILOT Reserve Account in accordance with subsection (a), above, the Company shall replenish the balance of the PILOT Reserve Account to the PILOT Reserve Requirement within 20 days after receipt by the Company of written notice sent by the City by certified mail stating the failure to receive payment of the PILOT, the amount of funds withdrawn from the PILOT Reserve Account and applied to payment of the PILOT, and the difference between the balance in the PILOT Reserve Account and the PILOT Reserve Requirement, which is to be replenished by the Company. Failure by the Company to replenish the PILOT Reserve Account within such 20-day period by check or electronic transfer to the City shall constitute an Event of Default for purposes of this agreement and the Lease without the passage of additional time or opportunity for cure.

(c) Any interest earnings on funds held in the PILOT Reserve Account shall be the property of the Company. If requested by the Company after payment of the PILOT due on December 1 in any year, the City shall remit by check to the Company any amounts in the PILOT Reserve Account in excess of the PILOT Reserve Requirement (provided that no such remittance shall be required for an amount less than \$1,000).

(d) On December 1, 2047, the balance of the PILOT Reserve Account shall be applied by the City to payment of the PILOT due on such date. Any amounts remaining in the PILOT Reserve Account after payment of all PILOTs due and owing on such date shall be promptly returned to the Company. If the amount on deposit in the PILOT Reserve Account is less than the PILOT Payment due on such date, the difference shall be paid on such date by the Company.

(e) In lieu of the PILOT Reserve Requirement, prior to the issuance date of the Bonds, the Company may elect to allow the City to file a deed of trust securing the Bonds and the payments to be made by the Company pursuant to this Agreement and the Lease Agreement, in a form mutually agreed upon by the Company and the City. If such a deed of trust is included in the transcript of proceedings relating to the Bonds, this Section shall be of no further effect.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.

Section 4.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Construction and Improvement of the Project. The Project will be constructed and improved consistent with the description of the Project herein and in the Lease. In the event the Project constructed and improved is materially inconsistent with the description of the Project

contained herein and in the Lease, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Representations and Warranties.

(a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and authorized to conduct business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the organizational documents of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

Section 4.5. Survival of Covenants. All warranties, representations, covenants and agreements of the Company and the City contained herein shall survive termination of this Agreement for any reason.

Section 4.6. Indemnification. The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. The Company hereby grants such warranties regarding environmental matters as set forth in **Section 4.9** of the Lease. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

Section 4.7. Sales Tax Exemption. Promptly after the issuance of the Bonds, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to operate the Project as a Commercial Facility and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the Company may, without the City's consent, transfer its interests in this Agreement to any entity or person to whom the Lease has been assigned in accordance with **Article XIII** thereof.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

- (a) the Company fails to make any PILOT Payments required to be paid hereunder within 10 days after written notice and demand by the City;
- (b) an Event of Default described under **Section 3.11(b)**;

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 30 days (or such longer period as the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(d) the Company fails to operate the Project as a Commercial Facility for a period in excess of 180 days after completion of the Project.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of such termination and upon written notice of the dollar amounts due, the Company shall make a PILOT to the City equal to (i) the pro rata amount payable pursuant to **Section 3.2** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue ad valorem real estate taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on December 1, 2047 (the "**Stated Expiration Date**"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2020, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral or unexpected agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF RAYMORE, MISSOURI

By: _____
Name: Kristofer P. Turnbow
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Jeanie Woerner
Title: City Clerk

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,

By: _____
Name:
Title:

In accordance with Section 100.050 of the Revised Statutes of Missouri, the undersigned (the “District”) intends, by acknowledgment and approval of this Agreement, to set the annual reimbursement rates applicable to the Project for the duration of the abatement period. The District understands and agrees that the PILOT Payments paid under this Agreement shall be distributed by the City among the taxing jurisdictions in proportion to the ad valorem tax rates imposed by such taxing jurisdictions in the year in which each PILOT Payment is due, meaning that the District’s share of such PILOT Payments will be equal to the sum of its current ad valorem tax levies divided by the total ad valorem tax levies of all taxing jurisdictions affected by the Project. The District consents to the calculation mechanism to be applied pursuant to **Article III** of this Agreement to determine the PILOT Payment to be made in each year.

**SOUTH METROPOLITAN FIRE PROTECTION
DISTRICT OF CASS COUNTY, MISSOURI**

By: _____
Chairman

EXHIBIT A

Legal Description

The following described real estate located in Cass County, Missouri:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE S 03°26'02" W, ALONG THE WEST LINE OF SAID SECTION 20; 1745.66 FEET; THENCE S 86°33'58" E, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE S 32°38'09" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWOOD OF THE GOOD RANCH 3RD PLAT", A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE N 57°37'37" E, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN A NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 32°21'40" W, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 57°21'51" E, 18.78 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S 82°49'58" E, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, S 47°40'05" E, 65.22 FEET; THENCE SOUTH 06°43'46" E, 54.28 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE S 07°16'14" E, 24.84 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE SOUTH 07°16'14" E, 24.8 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 78°25'39" E, 40.71 FEET; THENCE S 60°11'28" E, 129.07 FEET; THENCE S 27°47'33" E, 95.37 FEET; THENCE S 43°24'40" E, 26.51 FEET; THENCE 13°35'20" W, 194.86 FEET; THENCE S 09°22'57" E, 142.33 FEET; THENCE S 12°09'04" E, 185.66 FEET; THENCE S 16°58'52" W, 36.55 FEET; THENCE S 11°09'22" E, 239.14 FEET; THENCE S 38°56'55" E, 46.21 FEET; THENCE S 15°33'04" W, 39.01 FEET; THENCE S 28°22'33" W, 122.42 FEET; THENCE S 43°17'22" W, 52.61 FEET; THENCE S 22°59'58" W, 69.66 FEET; THENCE 37°04'30" W, 165.15 FEET; THENCE S 12°56'13" W, 121.00 FEET; THENCE 01°11'04", 55.64 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH CASS PARKWAY, AS NOW ESTABLISHED; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF N 62°07'52" W, A RADIUS OF 5612.50 FEET, AND AN ARC LENGTH OF 521.09 FEET, TO A POINT OF INTERSECTION WITH THE MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AT STATION 524+97.62, 62.68 FEET LEFT; THENCE ALONG SAID MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, N 20°21'34" E, 62.28 FEET, TO STATION 524+95.29, 124.91 FEET LEFT; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N 28 56'29" W, 78.08 FEET, TO STATION 523+39.13, 175.00 FEET LEFT, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 20°24'26" E, 14.38 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 1550.00 FEET, AND AN ARC LENGTH OF 1427.74 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,118,662 SQUARE FEET, OR 25.7 ACRES, MORE OR LESS.

EXHIBIT B

PILOT Payments

<u>Year</u>	<u>Fixed Project Site PILOT Payment</u>	<u>PILOT Payment per Leasable Unit</u>
2019	\$71	\$1,241
2020	71	1,241
2021	73	1,241
2022	115	1,241
2023	117	1,241
2024	117	1,241
2025	120	1,266
2026	120	1,266
2027	122	1,291
2028	122	1,291
2029	124	1,317
2030	124	1,317
2031	127	1,343
2032	127	1,343
2033	129	1,370
2034	129	1,370
2035	132	1,398
2036	132	1,398
2037	135	1,426
2038	135	1,426
2039	137	1,454
2040	137	1,454
2041	140	1,483
2042	140	1,483
2043	143	1,513
2044	143	1,513
2045	146	1,543
2046	146	1,543
2047	149	1,574

Note: It is anticipated that the first Leasable Units will be subject to PILOT Payments in 2022, and that the entire Project will be subject to PILOT Payments starting in 2023. Starting with tax year 2025 (and each odd year thereafter), an inflation component is added to the PILOT Payment for each Leasable Unit.

**CITY OF RAYMORE, MISSOURI,
the City**

AND

**SECURITY BANK OF KANSAS CITY,
as Trustee**

TRUST INDENTURE

Dated as of December 1, 2019

Relating to:

**\$26,500,000
(Aggregate Maximum Principal Amount)
City of Raymore, Missouri
Taxable Industrial Development Revenue Bonds
(The Venue Townhomes Project)
Series 2019**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of December 1, 2019 (the “Indenture”), is between the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), and **SECURITY BANK OF KANSAS CITY**, Kansas City, Missouri, a state banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with a corporate trust office located in Kansas City, Kansas, as Trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain “projects” (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on December ___, 2019, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019, in the maximum principal amount of \$26,500,000 (the “Bonds”), for the purpose of improving certain real property located at the northeast corner of the intersection of S. Dean Avenue and N. Cass Parkway in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site (the “Project Improvements,” as more fully described on **Exhibit B** hereto).

3. The Ordinance authorizes the City to lease the Project Site and the Project Improvements (collectively, the “Project”) to Griffin Riley Property Group, LLC, a Missouri limited liability company (the “Company”).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City, as lessor, will, or will cause the Company to, construct and improve the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project’s exemption from ad valorem real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the City's right to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided therein or herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as

hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

“Authorized City Representative” means the Mayor, the City Manager, the Director of Finance, the City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Company Representative” means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

“Basic Rent” means the rental described in **Section 5.1** of the Lease.

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019, in the maximum aggregate principal amount of \$26,500,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Raymore, Missouri, Bond Fund – Griffin Riley Property Group, LLC” created in **Section 501** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds, dated as of December 1, 2019, among the City and Griffin Riley Property Group, LLC, as the Purchaser and as the Company.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee are required or authorized by law to remain closed.

“City” means the City of Raymore, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

“**Closing Date**” means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

“**Closing Price**” means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

“**Company**” means Griffin Riley Property Group, LLC, a Missouri limited liability company, and its successors or assigns.

“**Completion Date**” means the date of execution of the certificate required pursuant to **Section 504** hereof.

“**Costs of Issuance Fund**” means the “City of Raymore, Missouri, Costs of Issuance Fund – Griffin Riley Property Group, LLC” created in **Section 501** hereof.

“**Cumulative Outstanding Principal Amount**” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond.

“**Event of Default**” means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“**Government Securities**” means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“**Indenture**” means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

“**Investment Securities**” means any of the following securities:

- (a) Government Securities;
- (b) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;
- (d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance

Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least \$100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of December 1, 2019, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lender" has the meaning set forth in the Lease.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

“Payment Date” means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

“Performance Agreement” means the Performance Agreement dated as of December 1, 2019, between the City and the Company, as amended and supplemented from time to time.

“Person” or **“person”** means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Project” means the Project Site and the Project Improvements as they may at any time exist.

“Project Costs” means all costs of construction and improvement of the Project, including the following:

(a) all costs and expenses necessary or incident to the construction and improvement of the Project Improvements located on the Project Site;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the construction and improvement of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in constructing and improving the Project Improvements and otherwise improving the Project Site, including the actual cost of labor and materials as payable to contractors, builders and materialmen in connection with the construction and improvement of the Project;

(d) interest accruing on the Bonds during the construction period of the Project;

(e) the cost of title insurance policies and the cost of any other insurance maintained during the construction period in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the construction and improvement of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the construction and improvement of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

“Project Fund” means the “City of Raymore, Missouri, Project Fund – Griffin Riley Property Group, LLC” created in **Section 501** hereof.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Site” means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“S&P” means S&P Global Ratings, a division of Standard & Poor’s Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

“Supplemental Lease” means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means Security Bank of Kansas City, Kansas City, Kansas, a state banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

“Unassigned Rights” has the meaning given in the Granting Clauses of this Indenture.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this

instrument as originally executed. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Raymore, Missouri, Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$26,500,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of \$0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter

provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of \$26,500,000 for the purpose of providing funds to pay the costs of the Project and the costs of issuing the Bonds, which Bonds shall be designated "City of Raymore, Missouri, Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2047** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(e)** hereof, payable on the dates specified in **Section 208(e)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously

with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(2) Original executed counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) The Bonds shall bear interest at the rate of 5.00% per annum on the Cumulative Outstanding Principal Amount thereof, payable in arrears on each December 1, starting with December 1, 2020. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each. Interest only shall be payable on December 1, 2020 and December 1, 2021. Starting with December 1, 2022 and on each December 1 thereafter while any Bonds are Outstanding, both principal and interest shall be payable. The interest payable on each payment date shall be the amount of interest accrued but unpaid on the Cumulative Outstanding Principal Amount on such date. The amount of principal payable on each payment date on and after December 1, 2022 shall be determined by dividing the Cumulative Outstanding Principal Amount as of the November 15th immediately preceding such payment date by the number of remaining payment dates to and including December 1, 2047. The payment of each such annual installment shall be applied first to accrued interest and then to principal. Any partial prepayment of Bonds under this Indenture shall reduce the Cumulative Outstanding Principal Amount in an amount equal to the principal so prepaid. Absent manifest error, the Trustee's calculation of the Cumulative Outstanding Principal Amount and the principal and interest due on the Bonds on any payment date shall be determinative. The calculation of the Cumulative Outstanding Principal Amount and the amount of principal payable on any particular payment date shall be made without giving effect to any partial optional redemption of the Bonds made during the

period beginning on the November 15th immediately preceding such payment date and ending on such payment date.

(f) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely of the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced (as defined below) as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder. The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee’s Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

- (a) “City of Raymore, Missouri, Project Fund – Griffin Riley Property Group, LLC” (herein called the “Project Fund”);
- (b) “City of Raymore, Missouri, Costs of Issuance Fund – Griffin Riley Property Group, LLC” (herein called the “Costs of Issuance Fund”); and
- (c) “City of Raymore, Missouri, Bond Fund – Griffin Riley Property Group, LLC” (herein called the “Bond Fund”).

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(e)** and **(f)** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(f)** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the construction and improvement of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the Closing Date shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (b) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) If the Company is not the sole Owner of the Bonds, the Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 605** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the

Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 605. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee and the City and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be

needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Performance Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

Section 808. Subordination of Indenture to the Lease. This Indenture and the rights and privileges hereunder of the Trustee and the Owners of the Bonds are specifically made subject and subordinate to the rights and privileges of the Company (as long as no default by the Company under the Lease is continuing beyond any applicable grace period) set forth in the Lease. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease. Nothing contained in this Section shall be interpreted as eliminating, modifying or affecting in any manner the rights, privileges or immunities granted to the Trustee in **Article X** hereof.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the City and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the City and the Company by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;
- (c) Default as specified in **Section 12.1** of the Lease has occurred; or
- (d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all events of default, other than

the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(b), (c), (d), (e)** or **(f)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding, and if indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other

proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(i)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(i)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b)** (but only with respect to rights held by the City and not assigned to the Trustee, including rights to payment for the City's own account (the "Unassigned Rights")) or (d) of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Lease and the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts

required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b), (c), (d) (e) or (f)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

- (a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(i)** hereof, the Trustee shall exercise such of the rights and

powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure

such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary

services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(i)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust under the laws of the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than \$50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners;
- (b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) To more precisely identify any portion of the Project or to add additional property thereto;
- (d) To conform the Indenture to amendments to the Lease made by the City and the Company; or
- (e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Indenture contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds; for any of which the consent of the Owners of 100% of the principal amount of the affected Bonds then Outstanding is required.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding

at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as

herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid

hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Raymore, Missouri
100 Municipal Court
Raymore, Missouri 64083
Attention: City Clerk

(b) To the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Corporate Trust Department

(c) To the Company:

Griffin Riley Property Group, LLC

Attn: _____

(e) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have

the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Raymore, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF RAYMORE, MISSOURI

By: _____
Name: Kristofer P. Turnbow
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Jeanie Woerner
Title: City Clerk

Trust Indenture
Raymore (The Venue Townhomes Project)

SECURITY BANK OF KANSAS CITY,
as Trustee

[SEAL]

By _____
Name: _____
Title: _____

ATTEST:

By _____
Name: _____
Title: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Cass County, Missouri:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE S 03°26'02" W, ALONG THE WEST LINE OF SAID SECTION 20; 1745.66 FEET; THENCE S 86°33'58" E, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE S 32°38'09" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWOOD OF THE GOOD RANCH 3RD PLAT", A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE N 57°37'37" E, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN A NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 32°21'40" W, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 57°21'51" E, 18.78 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S 82°49'58" E, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, S 47°40'05" E, 65.22 FEET; THENCE SOUTH 06°43'46" E, 54.28 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE S 07°16'14" E, 24.84 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE SOUTH 07°16'14" E, 24.8 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 78°25'39" E, 40.71 FEET; THENCE S 60°11'28" E, 129.07 FEET; THENCE S 27°47'33" E, 95.37 FEET; THENCE S 43°24'40" E, 26.51 FEET; THENCE 13°35'20" W, 194.86 FEET; THENCE S 09°22'57" E, 142.33 FEET; THENCE S 12°09'04" E, 185.66 FEET; THENCE S 16°58'52" W, 36.55 FEET; THENCE S 11°09'22" E, 239.14 FEET; THENCE S 38°56'55" E, 46.21 FEET; THENCE S 15°33'04" W, 39.01 FEET; THENCE S 28°22'33" W, 122.42 FEET; THENCE S 43°17'22" W, 52.61 FEET; THENCE S 22°59'58" W, 69.66 FEET; THENCE 37°04'30" W, 165.15 FEET; THENCE S 12°56'13" W, 121.00 FEET; THENCE 01°11'04", 55.64 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH CASS PARKWAY, AS NOW ESTABLISHED; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF N 62°07'52" W, A RADIUS OF 5612.50 FEET, AND AN ARC LENGTH OF 521.09 FEET, TO A POINT OF INTERSECTION WITH THE MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AT STATION 524+97.62, 62.68 FEET LEFT; THENCE ALONG SAID MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, N 20°21'34" E, 62.28 FEET, TO STATION 524+95.29, 124.91 FEET LEFT; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N 28 56'29" W, 78.08 FEET, TO STATION 523+39.13, 175.00 FEET LEFT, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 20°24'26" E, 14.38 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 1550.00 FEET, AND AN ARC LENGTH OF 1427.74 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,118,662 SQUARE FEET, OR 25.7 ACRES, MORE OR LESS.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The Venue Townhomes development, a “Class A” multi-family housing development, consisting of 51 townhome structures with 204 leasable units, together with a clubhouse, dog park, playground, pickleball court and off-street parking.

EXHIBIT C
FORM OF BONDS

***THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR
NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.***

No. 1

**Not to Exceed
\$26,500,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI
CITY OF RAYMORE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(THE VENUE TOWNHOMES PROJECT)
SERIES 2019**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
5.00%	December 1, 2047	_____, 20__

OWNER: GRIFFIN RILEY PROPERTY GROUP, LLC

**MAXIMUM PRINCIPAL AMOUNT: NOT TO EXCEED TWENTY-SIX
MILLION FIVE HUNDRED THOUSAND
DOLLARS**

Capitalized terms not defined herein shall have the meanings set forth in the Indenture described herein.

THE CITY OF RAYMORE, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2020, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each

advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

Interest only shall be payable on December 1, 2020, and December 1, 2021. Starting with December 1, 2022 and on each December 1 thereafter while this Bond is Outstanding, both principal and interest shall be payable. The interest payable on each payment date shall be the amount of interest accrued but unpaid on the Cumulative Outstanding Principal Amount on such date. The amount of principal payable on each payment date on and after December 1, 2022 shall be determined by dividing the Cumulative Outstanding Principal Amount as of the November 15th immediately preceding such payment date by the number of remaining payment dates to and including December 1, 2047. The payment of each such annual installment shall be applied first to accrued interest and then to principal. Any partial prepayment of this Bond under the Indenture shall reduce the Cumulative Outstanding Principal Amount in an amount equal to the principal so prepaid. Absent manifest error, the Trustee's calculation of the Cumulative Outstanding Principal Amount and the principal and interest due on this Bond on any payment date shall be determinative. The calculation of the Cumulative Outstanding Principal Amount and the amount of principal payable on any particular payment date shall be made without giving effect to any partial optional redemption of this Bond made during the period beginning on the November 15th immediately preceding such payment date and ending on such payment date.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated "City of Raymore, Missouri, Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019," in the maximum aggregate principal amount of \$26,500,000 (the "Bonds"), to be issued for the purpose of improving certain real property located at the northeast corner of the intersection of S. Dean Avenue and N. Cass Parkway in the City (the "Project Site," as more fully described on **Exhibit A** to the Lease (defined below)), including the construction and improvement of a commercial facility (the "Project Improvements"). The City will lease the Project Site and the Project Improvements (collectively, the "Project") to Griffin Riley Property Group, LLC, a Missouri limited liability company (the "Company"), under the terms of a Lease Agreement dated as of December 1, 2019 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of December 1, 2019 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee").

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to maturity as provided in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the “City of Raymore, Missouri, Bond Fund – Griffin Riley Property Group, LLC”

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person’s duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person’s duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$26,500,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Raymore, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

CITY OF RAYMORE, MISSOURI

This Bond is one of the Bonds
of the issue described in the
within-mentioned Indenture.

By: _____
Mayor

Registration Date: _____

SECURITY BANK OF KANSAS CITY,
as Trustee

ATTEST: _____ (Seal)

By _____
Authorized Signatory

City Clerk

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the books kept by the Trustee for
the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Bond in every particular.

PLACE SIGNATURE MEDALLION BELOW:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Raymore, Missouri
100 Municipal Court
Raymore, Missouri 64083
Attention: City Clerk

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Corporate Trust Department

Re: \$26,500,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019 of the City of Raymore, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the “Bonds”), the undersigned purchaser of the Bonds (the “Purchaser”) hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of December 1, 2019 (the “Indenture”), between the City of Raymore, Missouri (the “City”) and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Griffin Riley Property Group, LLC, a Missouri limited liability company (the “Company”), under a Lease Agreement dated as of December 1, 2019 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company, the Trustee and the Purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208(d)** of the Indenture.

Dated: _____, 2019

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF NOT TO EXCEED

\$26,500,000

(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)

CITY OF RAYMORE, MISSOURI

TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS

(THE VENUE TOWNHOMES PROJECT)

SERIES 2019

Legal Opinion

**Gilmore & Bell, P.C.
Kansas City, Missouri**

CLOSING MEMORANDUM

\$26,500,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF RAYMORE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(THE VENUE TOWNHOMES PROJECT)
SERIES 2019

Closing: December __, 2019

This Memorandum sets forth the actions to be taken in connection with the issuance, sale and delivery by the City of Raymore, Missouri, of its Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019, in the maximum principal amount of \$26,500,000 (the "Bonds"). The documents and actions described herein and in the Closing List attached hereto are to be delivered and taken as a condition precedent to the issuance of the Bonds. Such delivery of documents and actions shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to the foregoing transaction will be considered to have been completed until all such deliveries, payments or other actions have been made or taken.

The closing is scheduled for 10:00 a.m., Central time, on December __, 2019, at the offices of Gilmore & Bell, P.C., Kansas City, Missouri. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Copies of the transcript will be prepared and distributed to the following:

1. City of Raymore, Missouri ("City").
2. Security Bank of Kansas City ("Trustee").
3. Griffin Riley Property Group, LLC ("Company" and "Purchaser").
4. Rouse Frets White Goss Gentile Rhodes, P.C. ("Company's Counsel").
5. Gilmore & Bell, P.C. ("Bond Counsel").

\$26,500,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF RAYMORE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(THE VENUE TOWNHOMES PROJECT)
SERIES 2019

Closing Date: December __, 2019

CLOSING LIST

**Document
No.**

BASIC DOCUMENTS

1. Trust Indenture.
2. Lease Agreement; Memorandum of Lease Agreement.
3. Bond Purchase Agreement.
4. Performance Agreement.

CITY'S PROCEEDINGS AND DOCUMENTS

5. City's Closing Certificate.
6. Notice to taxing jurisdictions of the proposed Plan for the Project; Confirmation of receipt of Notice by taxing jurisdictions of the Plan.
7. Excerpt of Minutes of Meeting of the City Council showing public hearing and first reading of Ordinance No. _____ on November 25, 2019; Excerpt of Minutes of Meeting of the City Council showing second reading and adoption of Ordinance No. _____ on December 9, 2019.
8. Ordinance No. _____ approving a Chapter 100 Plan for the Project and authorizing the issuance of the Bonds.
9. Municipality Annual Activity Report pursuant to Section 100.105, RSMo.

COMPANY'S PROCEEDINGS AND DOCUMENTS

10. Company's Closing Certificate.
11. Company's resolutions authorizing execution of financing documents.
12. Articles of Organization.

**Document
No.**

13. Operating Agreement.
14. Certificate of Corporate Good Standing of Company in Missouri.
15. Insurance Certificates.
16. Company's Affidavit.

CLOSING DOCUMENTS

17. Special Warranty Deed.
18. [Deed of Trust from the City to the Trustee.] [At Company's option in lieu of PILOT reserve]
19. Phase I Environmental Report; Reliance Letter.
20. Title Report.
21. Section 107.170 Payment Bond.
22. Representation Letter.
23. Trustee's Closing Certificate.
24. Specimen Bond.
25. UCC Financing Statements.
26. Requisition Certificate No. 1.

LEGAL OPINIONS

27. Approving Legal Opinion of Bond Counsel.
28. Opinion of Company's Counsel.

* * * * *

CITY'S CLOSING CERTIFICATE

We, the undersigned, hereby certify that we are the duly appointed, qualified and acting Mayor and City Clerk, respectively, of the City of Raymore, Missouri (the "City"), and as such officers we are familiar with the official books and records of the City. In connection with the issuance by the City of \$26,500,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019 (the "Bonds"), we hereby further certify as follows as of December ___, 2019:

MATTERS CONCERNING AUTHORIZATION

1. Due Organization. The City is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri.

2. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Purchaser of the Bonds includes a true and correct copy of the proceedings had by the City Council and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is to the best of our knowledge, information and belief full and complete; such proceedings of the City shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof; said Transcript has been duly filed in the official records of the City.

3. Meetings. All meetings of the City Council as shown in the Transcript were regular meetings, or were held pursuant to regular adjournment at the next preceding meeting, or were special meetings duly called as shown in the Transcript, and each such meeting was duly held, was open to the public at all times and a quorum was present throughout. At all such meetings where required, proper notice of the time, place and purposes of each such meeting was given to the City Council or was waived and proper notice was given to the public as required by law.

4. Incumbency of Officers. The following named persons were and are the duly elected or appointed, qualified and acting officers and Councilmembers of the City at all times except as otherwise indicated during the proceedings relating to the authorization and issuance of the Bonds, as follows:

<u>Name</u>	<u>Title</u>
Kristofer P. Turnbow	Mayor
Reginald Townsend	Councilmember
Dale Jacobson	Councilmember
Thomas R. Circo	Councilmember
Joseph Burke III	Councilmember
Jay Holman	Councilmember
Kevin Barber	Councilmember
Sonja Abdelgawad	Councilmember
John P. Berendzen	Councilmember
Jeanie Woerner	City Clerk

5. Approval of Plan for the Project. Pursuant to Ordinance No. _____ passed by the City Council on December 9, 2019 (the "Ordinance"), the City approved a Plan for an Industrial Development Project and Cost-Benefit Analysis for the Venue Townhomes Project (the "Plan") for

Griffin Riley Property Group, LLC, a Missouri limited liability company (the “Company”), pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (the “Act”). The Plan meets the requirements of Section 100.050 of the Act, and all of the affected taxing jurisdictions were provided notice of the proposed Project in accordance with the Act.

6. Location of Project. The Project will be located at the northeast corner of the intersection of S. Dean Avenue and N. Cass Parkway, entirely within the corporate limits of the City.

7. Bonds Issued for the Company. The City has not authorized or issued any obligations of any kind or character whatsoever payable out of the revenues, or the pledge thereof, under the hereafter referred to Lease.

8. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the right or title of any of its officers or Councilmembers to their respective offices, or the legality of any official act shown to have been done in the Transcript evidencing the authorization and issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof.

MATTERS CONCERNING ISSUANCE, SALE AND DELIVERY

1. Execution of Documents. The following documents (the “City Documents”) have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance:

(a) Trust Indenture dated as of December 1, 2019 (the “Indenture”), between the City and Security Bank of Kansas City, as trustee (the “Trustee”);

(b) Lease Agreement dated as of December 1, 2019 (the “Lease”), between the City and the Company;

(c) Bond Purchase Agreement dated as of December 1, 2019 (the “Bond Purchase Agreement”), among the City and Griffin Riley Property Group, LLC, as the Company and as the purchaser of the Bonds; and

(d) Performance Agreement dated as of December 1, 2019 (the “Performance Agreement”), between the City and the Company, relating to real property tax abatement and payments in lieu of taxes relating to real property.

The copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City and are in substantially the same form and text as the copies of the City Documents which were before the City Council and approved by the Ordinance. The City Documents have not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

2. Execution of Bonds. We have duly signed and executed, manually or by facsimile, the Bonds in the form of one fully registered Bond in the maximum principal amount of \$26,500,000 and on the date of the Bonds, and on the date when said Bonds were executed by us, we were and at the date hereof we are the officials indicated by our signatures on said Bonds, and by our signatures on this

Certificate, respectively. The signatures of us and each of us, as such officials, respectively, on said Bonds and on this Certificate, are our true and genuine signatures, and the seal affixed or imprinted on said Bonds at the time of its execution was and is the duly authorized official City seal and was thereto affixed by the authority and direction of the governing body of the City, and is the seal affixed to this Certificate.

3. Representations in City Documents. Each of the representations of the City made in the City Documents are true and complete in all material respects as of the date hereof as if made on and as of the date hereof, and all agreements to be complied with and obligations to be performed by the City under the City Documents on or prior to the closing date of the Bonds have been complied with and performed.

4. No Legal Violation. The execution and delivery of the City Documents, the performance of the terms thereof by the City and the issuance, sale and delivery of the Bonds will not violate any provision of Missouri law, or any resolution or ordinance of the City, or any applicable judgment, order, rule or regulation of any court or of any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party, or by which it or its properties are bound.

5. Approvals. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the issuance, sale and delivery of the Bonds and the execution and delivery of the City Documents and the performance of the terms thereof by the City have been duly obtained.

6. No Offers by City. Neither the City, nor any authorized representative of the City is engaged in any transaction involving the offering or sale of the Bonds.

7. Information. The purchasers of the Bonds have had ample opportunity to ask questions of, and to receive answers from, officers or other representatives of the City concerning the offer for sale and purchase of the Bonds.

8. Request to Authenticate and Deliver the Bonds. Pursuant to **Section 208** of the Indenture, the Trustee is hereby requested and authorized by the City to authenticate the Bonds and to deliver such Bond to the purchaser thereof upon payment to the Trustee for the account of the City of the Closing Price for the Bonds as specified in the Bond Purchase Agreement.

9. Designation of Authorized City Representatives. The City hereby designates the Mayor, the City Manager, the Finance Director and the City Clerk as Authorized City Representatives. The City may designate another person to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor.

10. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C. to file the information required by Section 37.850 of the Revised Statutes of Missouri on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this certificate to be executed on its behalf by its duly authorized officers and its seal to be affixed hereto, all as of the date set forth above.

Signature

Official Title

Mayor

City Clerk

(Seal)

**EXCERPT OF MINUTES OF
MEETING OF THE CITY COUNCIL
OF THE CITY OF RAYMORE, MISSOURI**

The City Council of the City of Raymore, Missouri, met in regular session on **November 25, 2019**, at 7:00 p.m., in the Council Chambers at City Hall, 100 Municipal Court, in Raymore, Missouri, and the following officials were present or absent as indicated:

Kristofer P. Turnbow, Mayor	_____
Reginald Townsend, Councilmember	_____
Dale Jacobson, Councilmember	_____
Thomas R. Circo, Councilmember	_____
Joseph Burke III, Councilmember	_____
Jay Holman, Councilmember	_____
Kevin Barber, Councilmember	_____
Sonja Abdelgawad, Councilmember	_____
John P. Berendzen, Councilmember	_____
Jeanie Woerner, City Clerk	_____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

* * * * *

A public hearing regarding the Plan for an Industrial Development Project and Cost-Benefit Analysis for the Venue Townhomes Project (the “Plan”) was opened by the Mayor. [**City staff and a representative of the Company gave presentations regarding the Plan. Bond counsel answered questions regarding the Plan. No members of the public spoke on the Plan.**] The Mayor closed the public hearing after everyone wishing to be heard had spoken.

* * * * *

(Other Proceedings)

* * * * *

The matter of approving the Plan and of authorizing the issuance and delivery of \$26,500,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019 of the City came on for consideration pursuant to an ordinance entitled as follows:

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND AUTHORIZING THE CITY OF RAYMORE, MISSOURI TO ISSUE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$26,500,000 AND TO ENTER INTO CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

On motion duly made and seconded, the Bill was placed upon its first reading and was read by title, considered and discussed.

* * * * *

(Other Proceedings)

* * * * *

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried, the meeting was adjourned.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF
MEETING OF THE CITY COUNCIL
OF THE CITY OF RAYMORE, MISSOURI**

The City Council of the City of Raymore, Missouri, met in special session on **December 9, 2019**, at 7:00 p.m., in the Council Chambers at City Hall, 100 Municipal Court, in Raymore, Missouri, and the following officials were present or absent as indicated:

Kristofer P. Turnbow, Mayor	_____
Reginald Townsend, Councilmember	_____
Dale Jacobson, Councilmember	_____
Thomas R. Circo, Councilmember	_____
Joseph Burke III, Councilmember	_____
Jay Holman, Councilmember	_____
Kevin Barber, Councilmember	_____
Sonja Abdelgawad, Councilmember	_____
John P. Berendzen, Councilmember	_____
Jeanie Woerner, City Clerk	_____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

* * * * *

The matter of approving a Plan for an Industrial Development Project and Cost-Benefit Analysis for the Venue Townhomes Project (the "Plan") and of authorizing the issuance and delivery of \$26,500,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019 of the City came on for consideration pursuant to an ordinance entitled as follows:

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND AUTHORIZING THE CITY OF RAYMORE, MISSOURI TO ISSUE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$26,500,000 AND TO ENTER INTO CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

On motion duly made and seconded, the Bill was placed upon its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____.

Nay: _____.

Abstain: _____.

The Mayor declared said Bill duly passed and the Bill was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried, the meeting was adjourned.

[SEAL]

City Clerk

TRUSTEE'S CLOSING CERTIFICATE

The undersigned, a duly authorized officer of Security Bank of Kansas City, a state banking association with an office in Kansas City, Kansas (the "Trustee"), as Trustee under the Trust Indenture dated as of December 1, 2019 (the "Indenture"), between the Trustee and the City of Raymore, Missouri (the "City"), authorizing the issuance of Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019, in the maximum principal amount of \$26,500,000 (the "Bonds"), of the City, does hereby certify as follows as of December ____, 2019:

1. Power and Authority of Trustee. The Trustee is a state banking association duly organized and existing under the laws of the State of Kansas with an office located in Kansas City, Kansas, and is authorized and empowered to execute and deliver the Indenture and has full power and authority to act as Trustee as provided in the Indenture.

2. Execution of Indenture. The Indenture has been duly executed on behalf of the Trustee by a duly authorized officer of the Trustee, and said person was at the time of the execution of the Indenture and now is the duly elected or appointed, qualified and acting incumbent of such office.

3. Receipt of Documents. The Trustee hereby acknowledges receipt of the documents referred to in **Section 208(c)** of the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

4. Authentication of Bonds. Pursuant to and in accordance with the provisions of the **Section 205** of the Indenture and the written request and authorization of the City, prior to the delivery of the Bonds, the Certificates of Authentication on the Bonds so delivered were signed on behalf of the Trustee by a person, who was at the time of the authentication of the Bonds and still is at the date hereof, a qualified and acting signatory of the Trustee.

5. Delivery of Bonds. The Trustee acknowledges that pursuant to **Section 208(d)** of the Indenture, the Bonds acquired by Griffin Riley Property Group, LLC, a Missouri limited liability company (the "Purchaser"), and the original **Schedule I** thereto will be held by the Trustee in trust until directed in writing to deliver the Bonds to or upon the order of the Purchaser.

6. Receipt of Closing Price of the Bonds. The Trustee on this date received on behalf of the City from the purchasers of the Bonds, the closing price of the Bonds pursuant to the Bond Purchase Agreement.

7. Deposit of Bond Proceeds. The Trustee on this date, in accordance with the requirements of the Indenture, deposited the required amount of proceeds of the Bonds into the Project Fund established under the Indenture.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Security Bank of Kansas City, as Trustee, has caused this certificate to be executed and attested by its duly authorized officers as of the date set forth above

SECURITY BANK OF KANSAS CITY,
as Trustee

[SEAL]

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

COMPANY'S CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am the duly authorized representative of Griffin Riley Property Group, LLC, a Missouri limited liability company (the "Company"), as shown on the signature page hereto, and as such I am familiar with the books and records of the Company. In connection with the issuance of Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019 in the maximum principal amount of \$26,500,000 (the "Bonds"), by the City of Raymore, Missouri (the "City"), I hereby further certify as follows as of December ___, 2019:

1. ORGANIZATION AND AUTHORITY

1.1. Due Organization. The Company is a limited liability company duly organized and in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri.

1.2. Articles of Organization and Operating Agreement. The copy of the Articles of Organization of the Company contained in the Transcript relating to the authorization of the issuance of the Bonds (the "Transcript") is a true, complete and correct copy of said Articles of Organization, as certified by the Secretary of State of the state of organization, and said Articles of Organization have not been further amended and are in full force and effect as of the date hereof. The copy of the Operating Agreement of the Company contained in the Transcript is a true, complete and correct copy of said Operating Agreement and said Operating Agreement has not been further amended and is in full force and effect as of the date hereof.

1.3. Incumbency of Officers. The individuals named below were on the date or dates of the execution of the documents listed in **Section 2.2** below, and are on this date, the duly appointed officers holding the offices shown below:

Name

Title

2. BOND TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. A true and correct copy of the proceedings had by the Company and other Company records, proceedings and documents relating to the issuance of the Bonds will be provided for inclusion in the Transcript. Such records, proceedings and documents of the Company are, to the best of my knowledge, information and belief, full and complete, and such records, proceedings and documents of the Company have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. Execution of Documents. The following documents (the "Company Documents") have been executed and delivered in the name and on behalf of the Company by the undersigned, pursuant to and in full compliance with a Resolution adopted by the Members of the Company by written action as shown in the Transcript:

- (a) Lease Agreement dated as of December 1, 2019 (the "Lease"), between the City and the Company;

- (b) Bond Purchase Agreement dated as of December 1, 2019 (the “Bond Purchase Agreement”), among the Company, the City and Griffin Riley Property Group, LLC, as purchaser of the Bonds (the “Purchaser”);
- (c) Performance Agreement dated as of December 1, 2019 (the “Performance Agreement”), between the City and the Company; and
- (d) Special Warranty Deed dated December ___, 2019, from the Company in favor of the City.

The copies of the Company Documents contained in the Transcript are true, complete and correct copies or counterparts of the Company Documents as executed and delivered by the Company. The Company Documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

2.3. Representations in Company Documents. Each of the representations of the Company set forth in the Company Documents are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Company under the Company Documents have been complied with and performed.

2.4. Representations Required by the Bond Purchase Agreement. The Company makes the following representations required by **Section 3(c)** of the Bond Purchase Agreement: (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, and (iii) the representations and warranties of the Company in the Bond Purchase Agreement were and are true and correct in all material respects and not misleading as of the date made and as of the date hereof. All agreements to be complied with and obligations to be performed by the City under the Bond Purchase Agreement on or prior to the date hereof have been complied with and performed.

2.5. Authorized Company Representative. The Company appoints the person set forth on the signature page to this Certificate as the Authorized Company Representative, as such term is defined in the Trust Indenture dated as of December 1, 2019, whose signature appears on the signature page of this Certificate.

3. THE PROJECT

3.1. Description and Location of Project. The proceeds of the Bond are to be used by the City for the purpose of paying part of the costs of improving certain real property located at the northeast corner of the intersection of S. Dean Avenue and N. Cass Parkway in the City, including the construction and improvement of a commercial facility thereon.

3.2. Insurance for the Project. The Company hereby represents and warrants that it has satisfied the insurance requirements set forth in **Article VII** of the Lease.

4. USE OF BOND PROCEEDS

4.1. Use of Bond Proceeds. The Bonds are being issued to provide funds to permit the Company to provide a portion of the costs of financing the Project.

5. LEGAL COUNSEL

5.1. Legal Counsel. We, the undersigned, have been counseled by the Company's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. We understand that such certifications will be relied upon by the City in the issuance of the Bonds and by the law firm of Gilmore & Bell, P.C. in rendering its opinion as to validity of the issuance of the Bonds.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Certificate on behalf of the Company as of the date set forth above.

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,

By: _____
Name:
Title:

Authorized Company Representative:

Name: _____
Title: _____

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,

By: _____
Name:
Title:

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____



2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

December __, 2019

City of Raymore, Missouri
Raymore, Missouri

Security Bank of Kansas City, as Trustee
Kansas City, Missouri

Griffin Riley Property Group, LLC
[City], [State]

Re: \$26,500,000 Aggregate Maximum Principal Amount of City of Raymore, Missouri,
Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project),
Series 2019

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Raymore, Missouri (the "City"), in connection with the issuance of its Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019, in the maximum principal amount of \$26,500,000 (the "Bonds"). The Bonds will bear interest, will mature and will be subject to redemption and payment prior to maturity as set forth in the hereinafter referred to Indenture. The principal of and interest on the Bonds are payable at the payment office of Security Bank of Kansas City, as trustee (the "Trustee"), or as otherwise provided for in a Trust Indenture dated as of December 1, 2019 (the "Indenture"), between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bonds have been authorized and issued under and pursuant to the Act and the Indenture for the purpose of providing funds to pay part of the costs of the Project described in the Indenture.

We have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

(i) Ordinance No. _____ passed by the City Council of the City on December 9, 2019;

(ii) Trust Indenture dated as of December 1, 2019, between the City and Security Bank of Kansas City;

(iii) Lease Agreement dated as of December 1, 2019, between the City and Griffin Riley Property Group, LLC, a Missouri limited liability company (the "Company");

(iv) Bond Purchase Agreement dated as of December 1, 2019, among the City, the Company, and Griffin Riley Property Group, LLC, as purchaser of the Bonds; and

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(v) Performance Agreement dated as of December 1, 2019, between the City and the Company.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the documents referred to in paragraphs (ii) through (v) above (collectively, the “Bond Documents”).

Reference is made to the opinion of counsel to the Company, of even date herewith with respect to, among other matters, (a) the due organization of the Company, (b) the good standing and qualification to do business of the Company, (c) the power of the Company to enter into and perform its obligations under the Bond Documents to which it is a party, and (d) the due authorization, execution and delivery of the Bond Documents by the Company and the binding effect and enforceability thereof against the Company.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a constitutional charter city and municipal corporation of the State of Missouri and has lawful power and authority to issue the Bonds and to enter into the Bond Documents and to perform its obligations thereunder.

2. The Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City.

3. The Bond Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City enforceable against the City in accordance with the respective provisions thereof.

We have not undertaken nor have we been engaged to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Documents may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Very truly yours,

[FORM OF OPINION OF COMPANY'S COUNSEL**]**

December ___, 2019

City of Raymore, Missouri
Raymore, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

Security Bank of Kansas City, as Trustee
Kansas City, Missouri

Re: \$26,500,000 Aggregate Maximum Principal Amount of City of Raymore, Missouri,
Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project),
Series 2019

Ladies and Gentlemen:

I have acted as counsel for Griffin Riley Property Group, LLC, a Missouri limited liability company (the "Company"), and as such, I have examined the following in connection with the issuance and sale of the above-referenced series of bonds (the "Bonds"):

- (a) Articles of Organization of the Company, Operating Agreement of the Company, and a certified copy of the resolutions of the Company dated _____, 20__ (the "Resolution");
- (b) Lease Agreement dated as of December 1, 2019, between the Company and the City of Raymore, Missouri (the "City"), as lessor;
- (c) Bond Purchase Agreement dated as of December 1, 2019, among the Company, the City and Griffin Riley Property Group, LLC, as purchaser of the Bonds;
- (d) Performance Agreement dated as of December 1, 2019, by and between the City and the Company;
- (e) Special Warranty Deed dated December ___, 2019 (the "Deed"), from the Company in favor of the City; and
- (f) such other records and instruments of the Company, together with applicable certificates of public officials and such other documents as I deem relevant in rendering this opinion.

The documents referred to in paragraphs (b) through (e) above are collectively referred to as the "Company's Documents."

-2-

Based upon such examination, I am of the opinion that:

1. The Company has been duly organized and is a validly existing limited liability company in good standing under the laws of the State of Missouri and is authorized to conduct business in the State of Missouri.

2. The Company's Documents have been duly authorized by all requisite action on the part of the Company and each such document has been duly executed and delivered by on behalf of the Company by duly authorized officers of the Company, and constitute the Company's valid and binding obligations, enforceable in accordance with their respective terms (except as such enforceability may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally).

3. The execution, delivery and compliance with the provisions of the Company Documents by the Company have not and will not (with the passage of time or the giving of notice, or both) result in or constitute a breach of or default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or violate any provision of the Articles of Organization of the Company, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

4. All consents, approvals, authorizations or orders of, or registrations or filings with, any court or governmental agency or body required with respect to the Company for the valid execution and delivery by the Company of, or the performance of its obligations under, the Company Documents have been obtained or made.

5. There is no action, suit or other proceeding pending or, to the best of our knowledge, threatened against the Company, at law or in equity or before any governmental authority, which might adversely affect the validity or enforceability of the Lease Agreement or the ability of the Company to perform its obligations under the Company Documents, or which might adversely affect the condition, financial or otherwise, of the Company.

Very truly yours,

UCC INFORMATION

INDENTURE: (filed with Secretary of State of the State of Missouri)

Debtor: City of Raymore, Missouri
100 Municipal Court
City of Raymore, Missouri 64083

Secured Party: Security Bank of Kansas City, as Trustee
701 Minnesota Ave., Suite 206
Kansas City, Kansas 66101

Collateral:

THE PROPERTY INCLUDED IN THE TRUST ESTATE UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF DECEMBER 1, 2019, BETWEEN DEBTOR AND SECURED PARTY, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, AND PRODUCTS AND PROCEEDS THEREOF, INCLUDING WITHOUT LIMITATION ACCOUNTS, GENERAL INTANGIBLES, INVESTMENT PROPERTY, CHATTEL PAPER, DEPOSIT ACCOUNTS AND INSTRUMENTS.

LEASE: (filed with Secretary of State of the State of Missouri and with the Cass County, Missouri Recorder of Deeds)

Debtor: Griffin Riley Property Group, LLC

Attn: _____

Secured Party: Security Bank of Kansas City, as Trustee
701 Minnesota Ave., Suite 206
Kansas City, Kansas 66101

Additional Secured Party: City of Raymore, Missouri
100 Municipal Court
City of Raymore, Missouri 64083

Collateral:

ALL ASSETS COVERED BY THAT CERTAIN LEASE AGREEMENT DATED AS OF DECEMBER 1, 2019 BETWEEN DEBTOR AND THE CITY OF RAYMORE, MISSOURI, AS AMENDED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION FIXTURES AND EQUIPMENT AND PRODUCTS AND PROCEEDS THEREOF.

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: MEMORANDUM OF LEASE AGREEMENT

DATE OF DOCUMENT: December 1, 2019

GRANTOR: CITY OF RAYMORE, MISSOURI

GRANTOR'S MAILING ADDRESS: 100 Municipal Court
Raymore, Missouri 64083
Attention: City Clerk

GRANTEE: GRIFFIN RILEY PROPERTY GROUP, LLC

GRANTEE'S MAILING ADDRESS: _____

Attn: _____

RETURN DOCUMENTS TO: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

THIS MEMORANDUM OF LEASE AGREEMENT, gives notice of, ratifies and confirms the Lease Agreement dated as of December 1, 2019 (the “Lease”), between the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the “City”), as lessor and grantor, and **GRIFFIN RILEY PROPERTY GROUP, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Company”), as lessee;

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the “Act”), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on December 9, 2019, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019, in the maximum principal amount of \$26,500,000 (the “Bonds”), for the purpose of improving certain real property located at the northeast corner of the intersection of S. Dean Avenue and N. Cass Parkway in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including the construction and improvement of a commercial facility on the Project Site (the “Project Improvements,” as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”) with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into the Lease with the Company under which the City will construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (collectively, the “Project”), to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of the Lease, the Ordinance, the issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the “Performance Agreement”), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained in the Lease, the City and Company do represent, covenant and agree as follows:

1. **Granting of Leasehold Estate.** The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

2. Lease Term. The Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of the Lease, the lease of the Project shall commence as of the date of the Lease and terminate on December 1, 2047.

3. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2020 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on such December 1 on the Bonds. On December 1, 2047 (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in the Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with the Indenture.

4. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to the Indenture, according to the procedures for such purchase set forth in the Lease. The purchase price payable by the Company in the event of its exercise of the option is set forth in the Lease.

5. Definition of Terms. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture and the Lease.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease Agreement to be executed in their respective corporate names to be attested by their duly authorized officers, all as of the date first above written.

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **GRIFFIN RILEY PROPERTY GROUP, LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

Memorandum of Lease Agreement
City of Raymore (The Venue Townhomes Project)

CITY OF RAYMORE, MISSOURI

[SEAL]

By: _____
Name: Kristofer P. Turnbow
Title: Mayor

ATTEST:

By: _____
Name: Jeanie Woerner
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared **KRISTOFER P. TURNBOW**, to me personally known, who, being by me duly sworn, did say that (s)he is the **MAYOR** of the **CITY OF RAYMORE, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

Memorandum of Lease Agreement
City of Raymore (The Venue Townhomes Project)

EXHIBIT A

PROJECT SITE

The following described real estate located in Cass County, Missouri:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE S 03°26'02" W, ALONG THE WEST LINE OF SAID SECTION 20; 1745.66 FEET; THENCE S 86°33'58" E, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE S 32°38'09" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWOOD OF THE GOOD RANCH 3RD PLAT", A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE N 57°37'37" E, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN A NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 32°21'40" W, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 57°21'51" E, 18.78 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S 82°49'58" E, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, S 47°40'05" E, 65.22 FEET; THENCE SOUTH 06°43'46" E, 54.28 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE S 07°16'14" E, 24.84 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE SOUTH 07°16'14" E, 24.8 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 78°25'39" E, 40.71 FEET; THENCE S 60°11'28" E, 129.07 FEET; THENCE S 27°47'33" E, 95.37 FEET; THENCE S 43°24'40" E, 26.51 FEET; THENCE 13°35'20" W, 194.86 FEET; THENCE S 09°22'57" E, 142.33 FEET; THENCE S 12°09'04" E, 185.66 FEET; THENCE S 16°58'52" W, 36.55 FEET; THENCE S 11°09'22" E, 239.14 FEET; THENCE S 38°56'55" E, 46.21 FEET; THENCE S 15°33'04" W, 39.01 FEET; THENCE S 28°22'33" W, 122.42 FEET; THENCE S 43°17'22" W, 52.61 FEET; THENCE S 22°59'58" W, 69.66 FEET; THENCE 37°04'30" W, 165.15 FEET; THENCE S 12°56'13" W, 121.00 FEET; THENCE 01°11'04", 55.64 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH CASS PARKWAY, AS NOW ESTABLISHED; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF N 62°07'52" W, A RADIUS OF 5612.50 FEET, AND AN ARC LENGTH OF 521.09 FEET, TO A POINT OF INTERSECTION WITH THE MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AT STATION 524+97.62, 62.68 FEET LEFT; THENCE ALONG SAID MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, N 20°21'34" E, 62.28 FEET, TO STATION 524+95.29, 124.91 FEET LEFT; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N 28 56'29" W, 78.08 FEET, TO STATION 523+39.13, 175.00 FEET LEFT, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 20°24'26" E, 14.38 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 1550.00 FEET, AND AN ARC LENGTH OF 1427.74 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,118,662 SQUARE FEET, OR 25.7 ACRES, MORE OR LESS.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The Venue Townhomes development, a “Class A” multi-family housing development, consisting of 51 townhome structures with 204 leasable units, together with a clubhouse, dog park, playground, pickleball court and off-street parking.

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: SPECIAL WARRANTY DEED

DATE OF DOCUMENT: December __, 2019

GRANTOR: GRIFFIN RILEY PROPERTY GROUP, LLC

GRANTOR'S MAILING ADDRESS: _____

Attn: _____

GRANTEE: CITY OF RAYMORE, MISSOURI

GRANTEE'S MAILING ADDRESS: 100 Municipal Court
Raymore, Missouri 64083
Attention: City Clerk

RETURN DOCUMENTS TO: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See Exhibit A.

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made December ___, 2019, from **GRIFFIN RILEY PROPERTY GROUP, LLC**, a Missouri limited liability company (the “Grantor”), to **CITY OF RAYMORE, MISSOURI**, a political subdivision and body corporate organized and existing under the laws of the State of Missouri (the “Grantee”), having its mailing address as follows: 100 Municipal Court, Raymore, Missouri 64083.

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described in **Exhibit A** attached hereto.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as shown in the public records; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor and no other.

PROVIDED THAT, it is the intent of the Grantor and the Grantee that Grantee’s interest in any easements or rights of way held by the Grantee in all or any portion of the premises aforesaid shall not be merged with the fee simple ownership of such property conveyed to the Grantee pursuant to this Deed, but each shall remain a separate a distinct interest of the Grantee.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year above written.

GRANTOR:

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **GRIFFIN RILEY PROPERTY GROUP, LLC**, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Cass County, Missouri:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE S 03°26'02" W, ALONG THE WEST LINE OF SAID SECTION 20; 1745.66 FEET; THENCE S 86°33'58" E, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE S 32°38'09" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWOOD OF THE GOOD RANCH 3RD PLAT", A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE N 57°37'37" E, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN A NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 32°21'40" W, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 57°21'51" E, 18.78 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S 82°49'58" E, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, S 47°40'05" E, 65.22 FEET; THENCE SOUTH 06°43'46" E, 54.28 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE S 07°16'14" E, 24.84 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE SOUTH 07°16'14" E, 24.8 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 78°25'39" E, 40.71 FEET; THENCE S 60°11'28" E, 129.07 FEET; THENCE S 27°47'33" E, 95.37 FEET; THENCE S 43°24'40" E, 26.51 FEET; THENCE 13°35'20" W, 194.86 FEET; THENCE S 09°22'57" E, 142.33 FEET; THENCE S 12°09'04" E, 185.66 FEET; THENCE S 16°58'52" W, 36.55 FEET; THENCE S 11°09'22" E, 239.14 FEET; THENCE S 38°56'55" E, 46.21 FEET; THENCE S 15°33'04" W, 39.01 FEET; THENCE S 28°22'33" W, 122.42 FEET; THENCE S 43°17'22" W, 52.61 FEET; THENCE S 22°59'58" W, 69.66 FEET; THENCE 37°04'30" W, 165.15 FEET; THENCE S 12°56'13" W, 121.00 FEET; THENCE 01°11'04", 55.64 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH CASS PARKWAY, AS NOW ESTABLISHED; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF N 62°07'52" W, A RADIUS OF 5612.50 FEET, AND AN ARC LENGTH OF 521.09 FEET, TO A POINT OF INTERSECTION WITH THE MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AT STATION 524+97.62, 62.68 FEET LEFT; THENCE ALONG SAID MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, N 20°21'34" E, 62.28 FEET, TO STATION 524+95.29, 124.91 FEET LEFT; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N 28 56'29" W, 78.08 FEET, TO STATION 523+39.13, 175.00 FEET LEFT, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 20°24'26" E, 14.38 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 1550.00 FEET, AND AN ARC LENGTH OF 1427.74 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,118,662 SQUARE FEET, OR 25.7 ACRES, MORE OR LESS.

Requisition No. 1
Date: December __, 2019

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF DECEMBER 1, 2019, BETWEEN CITY OF RAYMORE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF DECEMBER 1, 2019, BETWEEN CITY OF RAYMORE, MISSOURI AND GRIFFIN RILEY PROPERTY GROUP, LLC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total shown on **Schedule 1** hereto is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements.

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund or Costs of Issuance Fund, as designated on **Schedule 1**, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund or Costs of Issuance Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

[remainder of page intentionally left blank]

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,

By: _____
Name:
Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

To be Funded from Closing Price of Bonds (Costs of Issuance Fund)

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 840 Kansas City, Missouri 64108	Bond Counsel Fee	\$60,000
Security Bank of Kansas City 701 Minnesota Avenue, Suite 206 Kansas City, KS 66101	Trustee Origination Fee	\$ _____

Total Funded from Closing Price: \$ _____

To be Deemed Funded Pursuant to Section 208(f) of Indenture (Project Fund)

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
Reimbursement to the Company for amounts already paid pursuant to the Lease: Griffin Riley Property Group, LLC _____ _____ _____	Purchase price of the Project Site	\$2,800,000

Griffin Riley Property Group, LLC, as Purchaser of the Series 2019 Bond and as Lessee under the Lease Agreement, hereby requests that the Cumulative Outstanding Principal Amount of the Series 2019 Bond be increased by the amount shown immediately above pursuant to Section 208(f) of the Indenture, in lieu of payment from the Project Fund.

REPRESENTATION LETTER

City of Raymore, Missouri
100 Municipal Court
Raymore, Missouri 64083
Attention: City Clerk

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Corporate Trust Department

Re: \$26,500,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (The Venue Townhomes Project), Series 2019 of the City of Raymore, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the “Bonds”), the undersigned purchaser of the Bonds (the “Purchaser”) hereby represents, warrants and agrees as follows, as of December ___, 2019:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of December 1, 2019 (the “Indenture”), between the City of Raymore, Missouri (the “City”) and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Griffin Riley Property Group, LLC, a Missouri limited liability company (the “Company”), under a Lease Agreement dated as of December 1, 2019 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company, the Trustee and the Purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208(d)** of the Indenture.

[Remainder of Page Intentionally Left Blank]

GRIFFIN RILEY PROPERTY GROUP, LLC,
a Missouri limited liability company,

By: _____
Name:
Title:



STREET ENTRY - FRONT ELEVATION -
191218 opt 1 B



STONE ACCENT

STONE ACCENT

STREET ENTRY - FRONT ELEVATION -

2 191218 opt 1 C



STREET ENTRY - FRONT ELEVATION -
191218 opt 2 A



STREET ENTRY - FRONT ELEVATION -
191218 opt 2 B



BRICK ACCENT

BRICK ACCENT

STREET ENTRY - FRONT ELEVATION -

191218 opt 2 C

ACCENTS PER ELEVATION A



1 STREET ENTRY - FRONT ELEVATION -
191218 opt 1 A



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 9, 2019

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3507 - Approval of Settlement Agreement and Related Documentation

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.3 - Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Settlement Agreement
Bill of Sale
Temporary Construction Easement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

During the recent construction at Hawk's Ridge Park, a conduit was installed to provide electrical service to the improvements including the restrooms and the amphitheater.

In error, the City's contractors and/or subcontractors located and installed the conduit on the neighboring property owned by Fred and Susan Ashbaugh, Trustees of the Fred Ashbaugh and Susan Ashbaugh Revocable Living Trust dated August 22, 1996.

The conduit was buried on the property owned by the Ashbaugh Trust along the common property line boundary with Hawk's Ridge Park and runs for approximately two hundred feet (200'). The conduit has been installed approximately thirty-six inches (36") below the surface of the ground. To avoid additional expense, damage and disturbance to the property owned by the Ashbaugh Trust, a determination was made to install a new conduit on the Hawk's Ridge Park side of the property line. The original conduit remains unused.

Additionally, the City's contractors and/or subcontractors had vehicles, equipment and/or a storage trailer parked on the property owned by the Trust which also caused disturbance of the ground.

Upon being alerted of the issue, the City immediately opened good faith negotiations for resolution of the dispute which has resulted in a Settlement Agreement between the parties. Under the terms of the Settlement Agreement, the City will pay \$3,300 to the Ashbaugh Trust and will execute a Bill of Sale (conveying ownership of the unused conduit) and a Temporary Access and Construction Easement (for the remediation of the ground that was disturbed by the installation of the original conduit and storage of the vehicles/trailer).

All settlement agreements, the sale of property owned by the City and the easement contemplated as part of the settlement agreement must be approved by the Council.

BILL 3507

ORDINANCE

"AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN FRED AND SUSAN ASHBAUGH, TRUSTEES OF THE FRED ASHBAUGH AND SUSAN ASHBAUGH REVOCABLE LIVING TRUST DATED AUGUST 22, 1996, AND THE CITY OF RAYMORE, AND ALSO AUTHORIZING THE EXECUTION OF A BILL OF SALE AND TEMPORARY ACCESS AND CONSTRUCTION EASEMENT PURSUANT TO THE TERMS OF SAID SETTLEMENT AGREEMENT."

WHEREAS, certain disputes have arisen between and among Fred and Susan Ashbaugh, Trustees of the Fred Ashbaugh and Susan Ashbaugh Revocable Living Trust Dated August 22, 1996 (the "Trust") and the City of Raymore over the location and installation of an electrical conduit (the "Conduit") on real property owned by the Trust, and

WHEREAS, the parties have been able to reach a resolution of the dispute through good faith negotiations without the expense and uncertainty of litigation; and

WHEREAS, the negotiated resolution includes payment by the City to the Trust of \$3,300, along with the execution of a Settlement Agreement, a Bill of Sale (conveying the Conduit to the Trust), and a Temporary Access and Construction Easement (to remediate the damage caused in the installation of the Conduit), all in exchange for full releases from any action or further liability by the Trust; and

WHEREAS, the staff and City Attorney have investigated the valuation of the facts relating to the claim and believe that the Settlement Agreement is fair, reasonable, adequate, and in the best interest of all parties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City of Raymore, Missouri accepts all terms and provisions of the Settlement Agreement as a binding and enforceable settlement between the City of Raymore and the Trust.

Section 2. The City of Raymore approves the payment of \$3,300 as provided in the Settlement Agreement in consideration and along with all other relief provided in the Settlement Agreement.

Section 3. The City Clerk, City Attorney and City Manager, on behalf of the City of Raymore, are directed to execute the Settlement Agreement, the Bill of Sale, the Temporary Access and Construction Easement and any other documents necessary to meet the terms of the Settlement Agreement. A copy of the Settlement Agreement is attached as Exhibit "A" and incorporated as if fully set out.

Section 4. The City Manager is further instructed to take all other steps necessary to comply with, and implement, the terms and provisions of the Settlement Agreement.

Section 5. Effective Date. The effective date of approval for this ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

SETTLEMENT AGREEMENT
City of Raymore, Missouri
Fred & Susan Ashbaugh, Trustees

This Settlement and Release Agreement ("Agreement") is made and entered into by and between the City of Raymore, Missouri ("City") and Fred & Susan Ashbaugh, Trustees of the Fred Ashbaugh and Susan Ashbaugh Revocable Living Trust dated August 22, 1996 ("Ashbaughs"). The City and Ashbaughs may be collectively referred to herein as the "parties" or, individually, as a "party".

WHEREAS, certain disputes have arisen between and among the parties to this Agreement over the location and installation of an electrical conduit ("Conduit") on real property owned by Ashbaughs located generally at Johnston Pkwy and Wiltshire Blvd., in Raymore, Missouri and identified by the Cass County Assessor as Parcel No.: 04-02-09-000-000-004.005 ("Ashbaugh Property"); and

WHEREAS, the Conduit was located and installed on the Ashbaugh Property through, the mistake, negligence, miscalculation or error of the City's contractors and/or sub-contractors who are constructing certain improvements on real property owned by the City and maintained as parkland ("Hawk's Ridge Park"); and

WHEREAS, the City represents that Conduit is located on the Ashbaugh Property along the common property line boundary between Hawk's Ridge Park and the Ashbaugh Property, running for approximately two hundred feet (200') from the northwestern corner of the Ashbaugh Property and has been laid approximately thirty-six inches (36") below the surface of the ground; and

WHEREAS, there is an area just near the northwest portion of the Ashbaugh Property ("Additional Area"), where the City or its subcontractors had vehicles, equipment and/or a storage trailer parked in connection with the installation of the Conduit that disturbed Ashbaugh's Property; and

WHEREAS, the installation of the Conduit is not within any identified easement or right-of-way maintained by the City, and without the express permission of Ashbaughs; and

WHEREAS, it is the intention of the parties to settle and dispose of, fully and completely, any claims, demands, and causes of action heretofore or hereafter held by one party against the other, arising out of, connected with or incidental to the location and installation of the Conduit on the Ashbaugh Property;

These Recitals constitute an integral part of this Settlement Agreement and are incorporated into the Agreement.

NOW THEREFORE, in consideration thereof, the parties acknowledge and expressly agree as follows:

I. GENERAL RELEASES

1.01 Ashbaughs, their successors, heirs, assigns, officers, agents, employees, predecessors, representatives, attorneys, insurers, and any and all persons or entities claiming by, through or under them, each irrevocably and unconditionally release, remit, forever discharge and covenant not to sue the City and its respective officers, agents, employees, directors, affiliates, predecessors, successors, assigns, representatives, attorneys, insurers, contractors and sub-contractors, and any and all persons or entities acting by, through or otherwise in concert with them with respect to any and all claims, actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, accounts, rights, demands, damages, controversies, losses, judgments, costs and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which Ashbaughs have, own, hold, claim to have, claim to own or claim to hold at any time heretofore against the City as it relates to the location and installation of the Conduit on the Ashbaugh Property and except as it relates to payments, actions and indemnifications agreed to herein, and further providing that nothing contained herein shall constitute a release, discharge or covenant not to sue on any claim relating to or arising out of a breach or violation of this Agreement.

1.02 City and its respective officers, agents, employees, directors, affiliates, predecessors, successors, assigns, representatives, attorneys, insurers, contractors and sub-contractors, and any and all persons or entities acting by, through or otherwise in concert with them, each irrevocably and unconditionally release, remit, forever discharge and covenant not to sue the Ashbaughs, their successors, heirs, assigns, officers, agents, employees, predecessors, representatives, attorneys, insurers, and any and all persons or entities claiming by, through or under them with respect to any and all claims, actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, accounts, rights, demands, damages, controversies, losses, judgments, costs and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which City has, owns, holds, claims to have, claims to own or claims to hold at any time heretofore against the Ashbaughs as it relates to the location and installation of the Conduit on the Ashbaugh Property, except as it relates to actions and easements agreed to herein, and further providing that nothing contained herein shall constitute a release, discharge or covenant not to sue on any claim relating to or arising out of a breach or violation of this Agreement.

II. CONDITIONS TO RELEASE

2.01 In exchange for the foregoing releases identified in Article I above, the parties agree that the following conditions, actions, steps, payments and obligations shall be undertaken and completed:

1. City Obligations

a. Within ten (10) days of the date of the execution of this Agreement, City shall pay to Ashbaughs the sum of Three Thousand Three Hundred and No/100 Dollars (\$3,300.00) representing the total sum of attorneys' fees incurred by Ashbaughs to the law firm of Roe Stoner, in negotiating the terms of this Agreement and assisting in addressing the claims of Ashbaughs for the location and installation of the Conduit on the Ashbaugh Property.

b. Within two (2) months of the execution of this Agreement, City shall convey its ownership rights, title and interests in the Conduit to Ashbaughs pursuant to a Bill of Sale in substantially the format and terms as are shown on the Exhibit "A" attached hereto and incorporated by reference herein. City represents to Ashbaughs that it owns the Conduit and that the Conduit is free and clear of any lien or encumbrance.

c. Within three (3) months of the execution of this Agreement, City shall cause its contractors, agents, employees or sub-contractors to fine grade and then hydroseed that portion of the Ashbaugh Property which was disturbed by the location and installation of the Conduit and the Additional Area. It is the intention of the parties that, after fine grading, grass is to be established on the areas of the Ashbaugh Property disturbed by the location and installation of the Conduit and the Additional Area. Therefore, City shall water and maintain the hydroseeded areas (as may be necessary) until grass is established. If the hydroseeding "dies" before grass is established, then City shall replace the same with new hydroseed and establish the same. For purposes of this Agreement, the grass shall be considered "established" pursuant to adopted guidelines of the Missouri Department of Natural Resources.

d. Within three (3) months of the execution of this Agreement, City shall cause its surveying contractors, agents, employees or sub-contractors to survey the boundary line between the Ashbaugh Property and Hawk's Ridge Park and thereafter install capped pins at the southeastern and southwestern corners of Hawk's Ridge Park.

e. City shall indemnify, defend and hold harmless Ashbaughs for, from and against any and all costs, expenses, charges, claims, legal fees incurred in the defense of materialmens' liens, payment bond claims, or mechanics' liens brought by the contractors of the City and/or sub-contractors for the location and installation of the Conduit, the fine grading and the hydroseeding and watering of the Ashbaugh Property, including the Additional Area where vehicles, equipment and/or a storage trailer was parked, and the installation of the capped pins, holding Ashbaughs and

the Ashbaugh Property harmless for the same. City represents and warrants that all labor and materials for the Conduit have been paid by it.

2. Ashbaughs Obligation.

a. Ashbaughs shall provide City with a Receipt for the Conduit upon delivery of the Bill of Sale. Said Receipt to be in substantially the format and terms as are shown on the Exhibit "B" attached hereto and incorporated by reference herein.

b. Ashbaughs shall grant to City a temporary construction and access easement ("Easement") allowing for the City (including its contractors, agents, employees or sub-contractors) access for purposes of completing the fine grade and hydroseeding and watering of the portions of the Ashbaugh Property, including the Additional Area that have been disturbed by the location and installation of the Conduit or by the vehicles, equipment and/or the storage trailer.

i. The Easement shall be in substantially the format and terms as are shown on the Exhibit "C" attached hereto and incorporated by reference herein.

ii. The Easement shall grant access and rights to complete the fine grade and hydroseeding and watering for a temporary period of time encompassing the lesser of four (4) months from the execution of this Agreement, or completion of the fine grade and hydroseeding and establishment of the grass by the City. The Easement shall automatically terminate on the earlier of those dates.

iii. The Easement shall grant access and rights to complete the fine grade and hydroseeding and establishment of the grass on a limited area of the Ashbaugh Property to include fifty feet (50') from the common boundary between the Ashbaugh Property and Hawk's Ridge Park for the length of said boundary and the Additional Area.

iv. The Easement may not be recorded.

III. NOTICE OF BREACH AND CURE

3.01 Should any party breach this Agreement, the party claiming this Agreement has been breached shall provide written notice of said breach, and the breaching party shall have thirty (30) days from receipt of such notice to cure.

IV. GENERAL PROVISIONS

4.01 The parties agree and acknowledge that by reason of the mutual releases contained herein, they expressly assume the risk of unknown and unanticipated claims against one another concerning the matters so released and agree that such mutual releases apply to any and all unknown and unanticipated claims within the scope of such releases, unless specifically reserved in this Agreement.

4.02 This Agreement pertains to disputed claims and is the result of a compromise. As such, and notwithstanding any prior court rulings, findings or arguments, it does not constitute and shall not be deemed an admission of liability by any party to this Agreement.

4.03 In executing this Agreement, the parties have had the independent advice and counsel of their respective attorneys, and each has executed this Agreement without fraud, duress or undue influence.

4.04 This Agreement shall inure to the benefit of and be binding upon all successors and assigns of the parties.

4.05 This Agreement is made and entered into in Cass County, Missouri, and shall in all respects be interpreted, enforced and governed by the laws of the State of Missouri.

4.06 —Should any provision of this Agreement be declared or determined to be illegal or invalid, the remaining parts, terms or provisions shall not be affected thereby and such illegal or invalid part, term or provision shall not be deemed to be a part of this Agreement.

4.07 This Agreement, together with any Exhibits attached, sets forth the entire understanding between the parties. There are no terms, conditions, representations, warranties or covenants other than those contained herein and, in the exhibits attached.

4.08 No terms or provisions in this Agreement or its Exhibits may be amended, waived, released, discharged, or modified in any respect except in a subsequent written agreement signed by all parties to same.

4.09 This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

4.10 Each party acknowledges that the other party would be irreparably harmed if any breach of this Agreement occurs, that money damages would not be sufficient remedy for such breach and that specific performance is recognized as the appropriate remedy for any such breach. The remedy of specific performance shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available to any party at law or equity.

4.11 This Agreement does not grant any rights to any person or entity not expressly made a party hereto.

4.12 The parties represent and warrant to one another that they are the owners and holders of all claims asserted and that there has been no assignment, encumbrance, hypothecation or other complete or partial transfer of all or part of any interest in any claim, right, act, damages, demand, debt, liability, note, accounting, reckoning, obligations, costs, right of action, claim for relief or cause of action released herein, and further warrant and represent to each other that they are legally authorized and entitled to settle and release every claim, right, act, debt, damages, demand, liability, note, accounting, reckoning, obligations, costs, right of action, claim for relief, cause of action or judgment herein referred to and released and to give a valid, full and final acquittance therefor.

4.13 The parties agree that in any action to enforce any of the rights or obligations set forth in this Agreement or in any of the attached Exhibits A, B and C that the prevailing party will be entitled to reasonable attorney fees and costs.

V. APPROVAL BY CITY

5.01 City warrants to the Ashbaughs that they have followed all applicable statutory procedures required under Missouri law (including but not limited to the Open Records or “Sunshine” law contained in Chapter 610 RSMo), and its own ordinances, bylaws, and enabling acts in connection with their respective authorization and approval of this Agreement. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

VI. NOTICES

6.01 All notices required under this Agreement shall be in writing and shall be effective as set forth in this section.

6.02 All notices, requests, demands and other communications hereunder (a “Notice”) shall be deemed to have been duly given if the same shall be in writing and delivered by a nationally recognized overnight delivery

service, with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth below. Notices given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notices given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof. A copy of any Notice to a party shall be contemporaneously provided to the other non-sending party.

6.03 Notice to City shall be addressed to:

City of Raymore, Missouri
Attn: City Manager
100 Municipal Circle
Raymore, MO 64083

With a copy to: Jonathan S. Zerr
KAPKE & WILLERTH, LLC
3304 NE Ralph Powell Road
Lee's Summit, MO 64064

6.04 Notice to Ashbaughs shall be addressed to:

Fred and Susan Ashbaugh, Trustees
1513 Cross Creek Drive
Raymore, MO 64083

With a copy to: John Roe
ROE STONER LLP
1100 Main Street, Suite 1610
Kansas City, MO 64105

6.05 Any party shall have the right to change its respective address for receipt of Notice by written Notice to the other party.

VII. EXECUTION

This Agreement shall become effective only after it has been; (a) authorized by the governing body of the City through ordinance, resolution or other action taken by its governing body and staff, (b) executed by the Mayor, City Manager, Director of Public Works, Attorney and Clerk for the City, and (c) executed by Ashbaughs and their counsel.

FRED ASHBAUGH, TRUSTEE

SUSAN ASHBAUGH, TRUSTEE

Approved by Counsel:

John Roe
ROE STONER, LLP

CITY OF RAYMORE, MISSOURI

By: _____
James Feuerborn
City Manager

Approved as to form:

By: _____
Michael Krass
Director of Public Works

By: _____
Jonathan S. Zerr
City Attorney

ATTEST:

By: _____
Jean Woerner
City Clerk

Exhibit "A"

BILL OF SALE
City of Raymore, Missouri
Fred & Susan Ashbaugh, Trustees

For Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with full authority, the City of Raymore, Missouri ("Seller") grants, bargains, sells and conveys unto Fred & Susan Ashbaugh, Trustees of the Fred Ashbaugh and Susan Ashbaugh Revocable Living Trust dated August 22, 1996 ("Buyers") the following tangible property and assets pursuant to the Settlement Agreement entered between the parties on the ____ day of _____, 2019:

All rights, title and interests in the plastic electrical conduit located and installed by the contractors and/or sub-contractors of Seller on the real property of the Buyers located generally at Johnston Pkwy and Wiltshire Blvd., in Raymore, Missouri and identified by the Cass County Assessor as Parcel No.: 04-02-09-000-000-004.005. Said electrical conduit running generally along the common property line boundary between Hawk's Ridge Park and the property owned by the Buyers extending approximately two hundred feet (200') from the northwestern corner of the real property owned by the Buyers, laid approximately thirty-six inches (36") below the surface of the ground.

Dated this _____ day of _____, 2019.

CITY OF RAYMORE, MISSOURI

By: _____
James Feuerborn, City Manager

Exhibit "B"

RECEIPT

City of Raymore, Missouri
Fred & Susan Ashbaugh, Trustees

RECEIVED by Fred & Susan Ashbaugh, Trustees of the Fred Ashbaugh and Susan Ashbaugh Revocable Living Trust dated August 22, 1996 the following tangible property and assets pursuant to the Settlement Agreement entered between the parties on the _ day of _____, 2019:

All rights, title and interests in the plastic electrical conduit located and installed by the contractors and/or sub-contractors of Seller on the real property of the Buyers located generally at Johnston Pkwy and Wiltshire Blvd., in Raymore, Missouri and identified by the Cass County Assessor as Parcel No.: 04-02-09-000-000-004.005. Said electrical conduit running generally along the common property line boundary between Hawk's Ridge Park and the property owned by the Buyers extending approximately two hundred feet (200') from the northwestern corner of the real property owned by the Buyers, laid approximately thirty-six inches (36") below the surface of the ground.

Dated this _____ day of _____, 2019.

Fred Ashbaugh, Trustee

Susan Ashbaugh, Trustee

Exhibit "C"

Document Title:	Temporary Access and Construction Easement
Document Date:	_____, 2019
Grantors' Names:	Fred Ashbaugh and Susan Ashbaugh, Trustees of the
	Trust dated _____
Grantors' Statutory Address:	1513 Cross Creek Drive, Raymore, MO 64083
Grantee's Name:	City of Raymore, Missouri 64083
Grantee's Statutory Address:	100 Municipal Circle, Raymore, Missouri 64083
Legal Description:	See Attached <u>Exhibit A</u>
Reference Book and Page:	N/A

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

This Temporary Access and Construction Easement ("Easement") is granted, and made effective the day and year stated above, by Fred Ashbaugh and Susan Ashbaugh, Trustees of the Fred Ashbaugh and Susan Ashbaugh Revocable Living Trust dated August 22, 1996 ("Grantors") whose address is 1513 Cross Creek Drive, Raymore, MO 64083, and the City of Raymore, Missouri, ("Grantee") whose address is 100 Municipal Circle, Raymore, MO 64083.

RECITALS

- A. Grantors are the owners of certain undeveloped real property located in Raymore, Cass County, Missouri located generally at Johnston Prkwy., and Wiltshire Blvd., in Raymore, Missouri and identified by the Cass County Assessor as Parcel No.: 04-02-09-000-000-004.005 ("Ashbaugh Property").
- B. Grantors and Grantee have entered into a Settlement Agreement ("Settlement Agreement") to settle and dispose of, fully and completely, any claims, demands, and causes of action related to the installation of an electrical conduit ("Conduit") on the Ashbaugh Property by Grantee, its contractors and/or sub-contractors.
- C. Grantor and Grantee have negotiated for the acquisition of this Easement to allow for the necessary fine grading and hydroseeding and watering activities associated with the terms of the Settlement Agreement.
- D. These recitals constitute an integral part of this Easement.

GRANT OF EASEMENT

Grantors, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does, by these presents, convey unto the Grantee, a non-exclusive temporary access and construction easement for the necessary fine grading and hydroseeding and watering activities associated with the terms of the Settlement Agreement, and any and all appurtenances incidental thereto in, under, upon, over and across a portion of the Ashbaugh Property. The area ("Temporary Easement Area") included within this Easement is an area fifty feet (50') in width running on the

Ashbaugh Property from the southwestern corner of Hawk's Ridge Park along the common boundary line to the southeastern corner of Hawk's Ridge Park, legally described on the attached Exhibit 1 and visually depicted in the highlighted portion of Exhibit 2, each attached hereto and incorporated by reference herein. The Temporary Easement Area described herein is designed to allow the Grantee to conduct the foregoing identified fine grading and hydroseeding and watering activities on the Ashbaugh Property within fifty feet (50') of the common boundary line between the Ashbaugh Property and Hawk's Ridge Park and on the Additional Area described next. There is also an area just outside the 50-foot wide strip that is near the northwest corner of the Ashbaugh Property where the Grantee or its subcontractors had vehicles, equipment and/or a storage trailer parked in connection with the installation of the Conduit that disturbed that portion of the Ashbaugh Property (the "Additional Area"). Grantors also convey to Grantee and Grantee's Agents permission to go on this Additional Area to fine grade, hydroseed and water the same.

By this Easement, Grantee, its employees and duly authorized agents, its contractors and their employees and its sub-contractors and its employees (collectively "Grantee's Agents"), shall have the right to enter upon the Temporary Easement Area and Additional Area at any and all times to operate machinery and equipment; establish, alter and fine grade and contour the land disturbed by the location and installation of the Conduit; install hydroseeding on the fine graded portions of the land disturbed by the location and installation of the Conduit and water the hydroseed until the grass is established; and to use the land for a period of three (3) months from the execution date of the Settlement Agreement, or the date upon which the fine grading and hydroseeding and watering is complete, whichever occurs first (the "Easement Term") and this Temporary Access and Construction Easement will automatically terminate upon the earlier of either of those dates. Notwithstanding anything to the contrary herein, Grantee and Grantee's Agents shall have the right to enter upon Temporary Easement Area and Additional Area for the purposes permitted by this Agreement at their own risk.

CONDITIONS

The following terms and conditions shall apply to the grant of the Easement provided herein:

1. This Easement is granted subject to Grantee's agreement and obligation to restore the ground within the Temporary Easement Area and Additional Area, insofar as practicable, to its original condition after necessary fine grading and hydroseeding and watering activities associated with the Settlement Agreement.
2. Grantors acknowledge that Grantee will be permitted to complete the construction work and access identified herein, and once completed and the grass is established, Grantors, and their successors, heirs and assigns shall be responsible for maintaining any new grass upon the Ashbaugh Property.
3. This Easement shall, at all times during the Easement Term, be deemed to be and shall be, a continuing covenant and encumbrance running with the land and shall be binding upon the successors, heirs and assigns of the Grantor, and benefiting the successors and assigns of the Grantee, who shall have and hold the same, together with all appurtenances and immunities, belonging or in any way appertaining thereto, for the entirety of the Easement Term.
4. Grantors further state that they are lawfully seized of an indefeasible title in fee to the Ashbaugh Property through which this Easement and the Temporary Easement Area is granted, and that they have good and lawful title and right to convey this Easement to the Grantee aforesaid. Grantee accepts the Temporary Easement Area and the Additional Area and all aspects thereof in "AS IS" and "WHERE IS" condition.
5. Subject to the conditions of this Easement, and the rights of others entitled to use the properties described herein, the Temporary Easement Area may be used and accessed by the parties, their members, partners, employees, independent contractors, agents, lessees, tenants, successors, assigns and any invitees.
6. This Easement is granted subject to Grantee's agreement that it shall not use this Easement or the Temporary Easement Area in such a way as to cause or, to maintain, a nuisance, or be noxious or detrimental to health, or in violation of any city, county, state or federal environmental or health related law, or in violation of any rule or regulation issued pursuant to any such law.

7. Grantors shall not disturb, impede, obstruct or interfere with the reasonable use and enjoyment of the Easement and Temporary Easement Area or any equipment, tools, machinery, supplies stored within the Temporary Easement Area during the Easement Term, and covenant that, at all times, free access to the Temporary Easement Area will be maintained for all purposes of this Easement during the Easement Term.

8. The rights afforded under this Easement include the right and privilege of the Grantee, its successors and assigns, at any time and from time to time to enter upon said Temporary Easement Area and the Additional Area, over, under, through, across, in and upon the lands described in Exhibit A and as visually depicted on Exhibit B.

9. By the granting of this Easement, it shall not be construed to prohibit the Grantors from developing any adjoining property on the Ashbaugh Property, or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, or to remove any building or improvements that now exist upon the Ashbaugh Property as long as it does not impede, obstruct or interfere with the use of this Easement and the Temporary Easement Area by the Grantee in completing the fine grading and hydroseeding and watering activities required by the Settlement Agreement.

10. Grantors, to the fullest extent allowed by law, including without limitation, Section 527.188 RSMo, hereby waives any right to request vacation of this Easement during the Easement Term.

11. Grantee will ensure that prior to entering onto the Ashbaugh Property Grantee and Grantee's Agents and such other parties who assist with the activities identified herein or use the Temporary Easement Area and/or the Additional Area are covered under the terms of insurance policies sufficient to insure Grantee's and Grantee's Agents' obligations and activities under this Agreement.

12. Grantee hereby agrees to indemnify, defend and hold harmless Grantors and their affiliates and associates and successors, heirs and assigns from and against all claims, damages, losses, injuries, costs or liabilities of any kind, including attorney's fees and litigation costs, to the extent arising out of, or connected with Grantee's use of the Temporary Easement Area and/or the Additional Area; provided, however, Grantee's obligations under this paragraph shall not apply to those claims which may arise from Grantors' gross negligence.

13. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

IN WITNESS WHEREOF, the Grantors have signed this Easement as of the date indicated above.

GRANTORS

Fred Ashbaugh, Trustee

Susan Ashbaugh, Trustee

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2019, before, me a Notary Public in and for said County and State, personally appeared Fred Ashbaugh and Susan Ashbaugh, Trustees of the _____, Trustee dated _____, known to me to be the persons described in and who executed the foregoing Easement, and acknowledged that they executed the same as their free act and deed for the purposes stated therein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said County and State the day and year last written above.

My Commission Expires:

Notary Public

Printed Name

GRANTEE
CITY OF RAYMORE, MISSOURI

By: _____
James Feuerborn, City Manger

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this ___ day of _____, 2019, before me, personally appeared James Feuerborn, to me personally known, and who being duly sworn, did say that he is the City Manager of Raymore, Missouri and authorized to execute this instrument, that said instrument was signed on behalf of said city, and that he acknowledged said instrument to be the free act and deed of said city.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said County and State the day and year last written above.

My Commission Expires:

Notary Public

Printed Name

Exhibit 1

Legal Description
Temporary Access and Construction Easement

An area fifty feet (50') in width running on the property owned by Fred Ashbaugh and Susan Ashbaugh, Trustees from the southwestern corner of Hawk's Ridge Park along the common boundary line to the southeastern corner of Hawk's Ridge Park all located in Raymore, Cass County Missouri and including the Additional Area where the Grantee or its subcontractors had vehicles, equipment and/or a storage trailer parked in connection with the installation of the Conduit that disturbed that portion of the Ashbaugh Property



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 9, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3516 - MoDot Transportation Alternatives Funds Program

STRATEGIC PLAN GOAL/STRATEGY

2.3.3 Strengthen development and maintenance of streets, trails and pedestrian pathways.

FINANCIAL IMPACT

Award To:	N/A
Amount of Request/Contract:	N/A
Amount Budgeted:	N/A
Funding Source/Account#:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Missouri Department of Transportation awarded the City \$150,000 through the Transportation Alternatives Program for the construction of a sidewalk from Drake Lane to Creekmoor Drive along Foxridge Drive.

Attached is the funding agreement between the City and the Missouri Highways & Transportation Commission for approval by the City Council.

BILL 3516

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE PURPOSE OF MAKING SIDEWALK IMPROVEMENTS TO FOXRIDGE DRIVE."

WHEREAS, the Transportation Alternatives Funds Program will provide funds to complete sidewalk improvements from Drake Lane to Creekmoor Drive along Fox Ridge Drive.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is directed to enter into a Cooperative Agreement with the Missouri Highways and Transportation Commission, attached as Exhibit A.

Section 2. The Mayor, City Manager and City Clerk are authorized to execute the Cooperative Agreement.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/17 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 3301(526)
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and The City of Raymore (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: along Foxridge Drive in the City of Raymore near Creekmore Elementary School.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments

to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA)

1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$150,000. The calculated federal share for seeking federal

reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project.

Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) OMB AUDIT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF RAYMORE

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

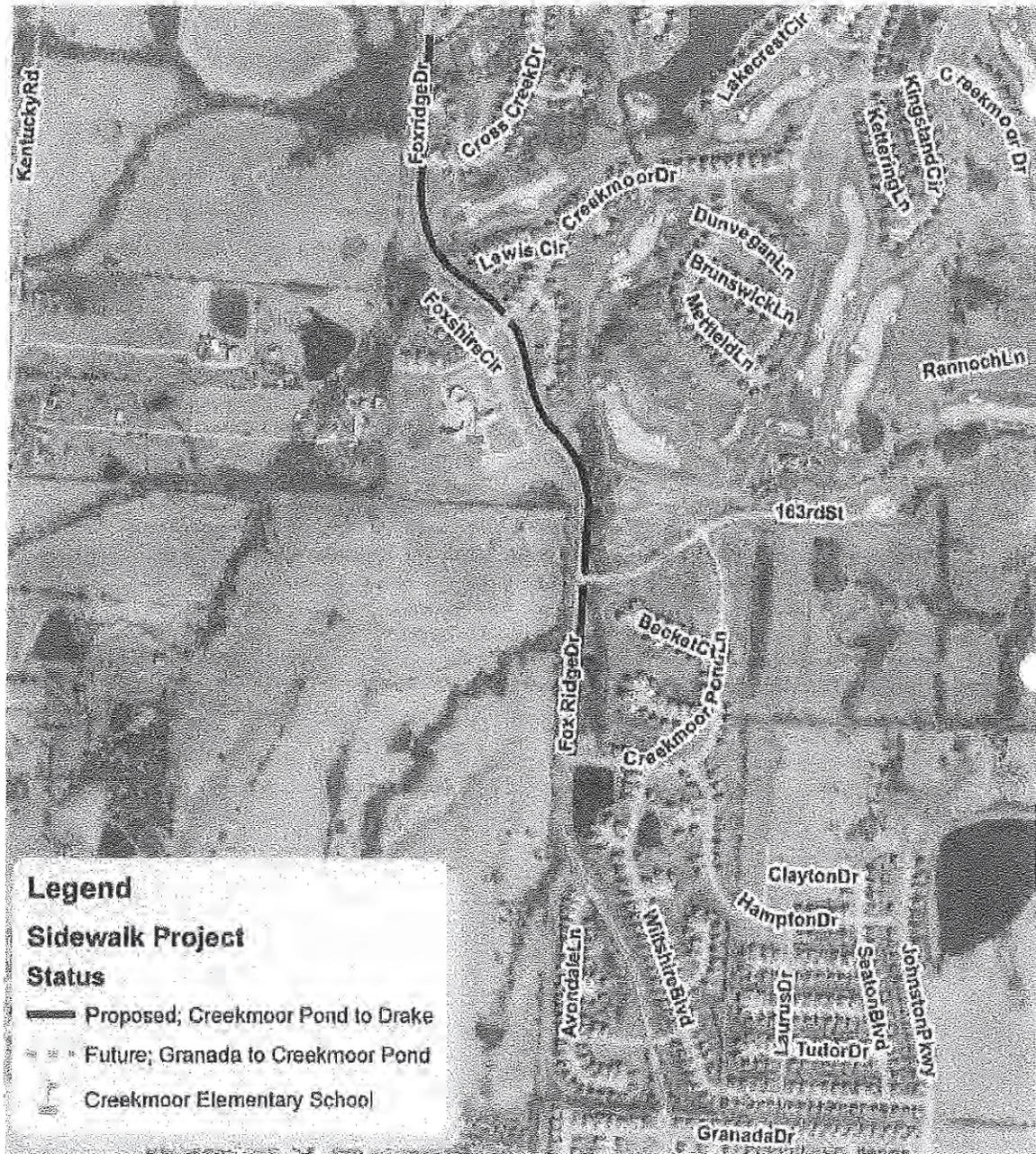


Exhibit B – Project Schedule

Project Description: TAP 3301(526) Foxridge Sidewalks on the east side of Foxridge Drive from Drake Lane to Creekmore Pond Lane

Task	Date
Date funding is made available or allocated to recipient	October 1, 2019
Solicitation for Professional Engineering Services (advertised)	NA
Engineering Services Contract Approved	NA
Plans, Specifications & Estimate (PS&E) Submittal	October 1, 2020
Plans, Specifications & Estimate (PS&E) Approval	January 1, 2021
Advertisement for Letting	April 1, 2021
Bid Opening	May 1, 2021
Construction Contract Award or Planning Study completed (REQUIRED)	July 2021

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(f), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(f) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts,

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 9, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3512: Westgate Final Plat

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create and maintain a well-connected transportation network

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Dec. 3, 2019
Action/Vote: Approval, 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Planning and Zoning Commission minutes excerpt
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff filed a request for final plat approval for Westgate, a plat that establishes the right-of-way for Westgate Drive. This proposed roadway segment was included as part of the voter-approved 2016 General Obligation Bonds and will connect Kentucky Road to the traffic signal on 58 Highway at the entrance to the Raymore Galleria shopping center.

BILL 3512

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE WESTGATE PLAT LOTS 1 THRU 4, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Westgate Plat Lots 1 thru 4 is approved for the tract of land described below:

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 08, Township 46 North, Range 32 West of the Fifth Principal Meridian, in the City of Raymore, Cass County, Missouri, being a part of Lots 1 and 2 of DEAN SUBDIVISION, a subdivision recorded in Plat Book 7 at Page 16, more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 08; thence North 03°41'43" East, along the West line of said Southwest Quarter, a distance of 330.00 feet; thence South 86°58'22" East, a distance of 293.28 feet to the True Point of Beginning; thence North 04°11'00" East, a distance of 199.93 feet; thence North 86°42'35" West, a distance of 114.91 feet; thence North 03°42'43" East, 180.00 feet East of and parallel to said West line, a distance of 206.81 feet; thence North 86°42'35" West, a distance of 120.00 feet; thence North 03°42'43" East, 30.00 feet East of and parallel to said West line, a distance of 294.07 feet; thence South 86°42'35" East, a distance of 150.00 feet; thence North 03°42'43" East, 180.00 feet West of and parallel to said West line, a distance of 100.01 feet to a point on the South line of REPLAT OF HAROLD ESTATES, a subdivision recorded June 02, 1999 as Instrument No. 158750 in Plat Book 16 at Page 14; thence South 86°42'35" East, along said South line, a distance of 1094.27 feet to a point on the East line of the Southwest Quarter of said Southwest Quarter, also being a point on the West line of FOXWOOD SPRINGS PLAT NO. 5, a subdivision recorded March 09, 1981 as Instrument No. 97954 in Plat Book 8 at Page 75; thence South 03°34'53" West, along said East line of the Southwest Quarter of the Southwest Quarter, and along the West line of said Foxwood Springs Plat No. 5 and the West line of FOXWOOD SPRINGS PLAT NO. 2, a subdivision recorded July 7, 1978 as Instrument No. 76358 in Plat Book 7 at Page 49, a distance of 1277.05 feet to the North right-of-way line of Foxwood

Drive, as now established; thence on a curve to the right, with an initial tangent bearing of North 86°28'43" West, having a radius of 5679.58 feet, along said North right-of-way line, an arc distance of 192.68 feet; thence on a reverse curve to the left, having a radius of 5779.58 feet, continuing along said North right-of-way line, an arc distance of 155.32 feet to the Southeast corner of RAYMORE GALLERIA NORTH - SECOND PLAT, a subdivision recorded March 26, 2012 as File No. 496139 in Plat Book 21 at Page 69; thence North 02°20'51" East, along the East line of said Raymore Galleria North-Second Plat, a distance of 277.35 feet to the Northeast corner of said Raymore Galleria North-Second Plat; thence North 87°39'09" West, along the North line of said Raymore Galleria North-Second Plat and the North line of RAYMORE GALLERIA NORTH-FIRST PLAT, a subdivision recorded April 20, 2011 as File No. 475514 in Plat Book 21 at Page 55, a distance of 389.29 feet to the East right-of-way line of Kentucky Road, as now established; thence on a curve to the left, with an initial tangent bearing of North 06°57'19" West, having a radius of 325.00 feet, along said East right-of-way line, an arc distance of 41.39 feet; thence South 75°44'55" West, along a Northerly line of said Raymore Galleria North-First Plat, a distance of 115.07 feet; thence North 86°58'22" West, along said Northerly line of Raymore Galleria North-First Plat, and the extension thereof, a distance of 120.48 feet to the point of beginning. Containing 27.83 acres, more or less.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

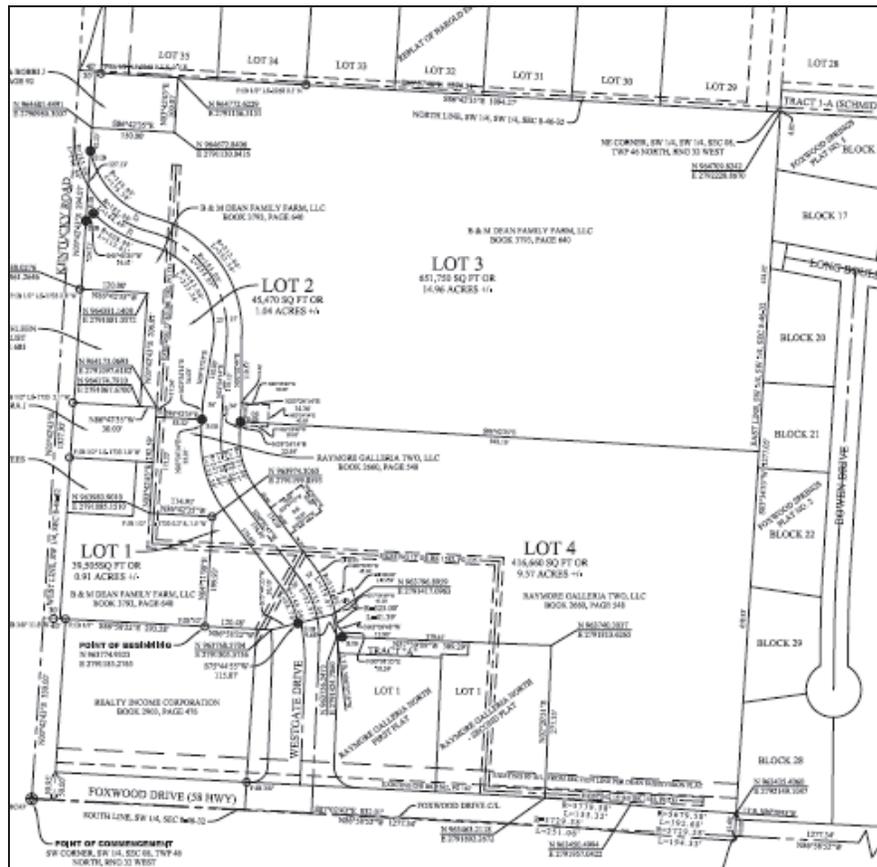


To: City Council
From: Planning and Zoning Commission
Date: December 9, 2019
Re: Case #19026 - Westgate Final Plat

GENERAL INFORMATION

Applicant: City of Raymore
100 Municipal Circle
Raymore, MO 64083

Property Location: North of 58 Highway, East of Kentucky Road



2018 Aerial Photograph:



Existing Zoning: "C-3" Regional Commercial
"R-1" Single-Family Residential



Existing Surrounding Zoning: **North:** "RR" Rural Residential
South: "C-3" Regional Commercial
East: "PUD" Planned Unit Development
West: "R-1" Single-Family Residential
"R-2" Single and Two-Family Residential

Existing Surrounding Uses: **North:** Single Family Residential
South: Commercial
East: Multiple-Family Residential
West: Single and Two-Family Residential

Total Tract Size: 27.83 acres

Total Number of Lots: 4 Lots

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies the southern half of the plat as Commercial and the northern half of the plat as Low-Density Residential.

Major Street Plan: The Major Thoroughfare Plan Map classifies 58 Highway as a Major Arterial and Kentucky Road as a Minor Arterial.

Advertisement: City Ordinance does not require advertisement for Final Plats.

Public Hearing: City Ordinance does not require a public hearing for Final Plats

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain approval for Westgate Final Plat.

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

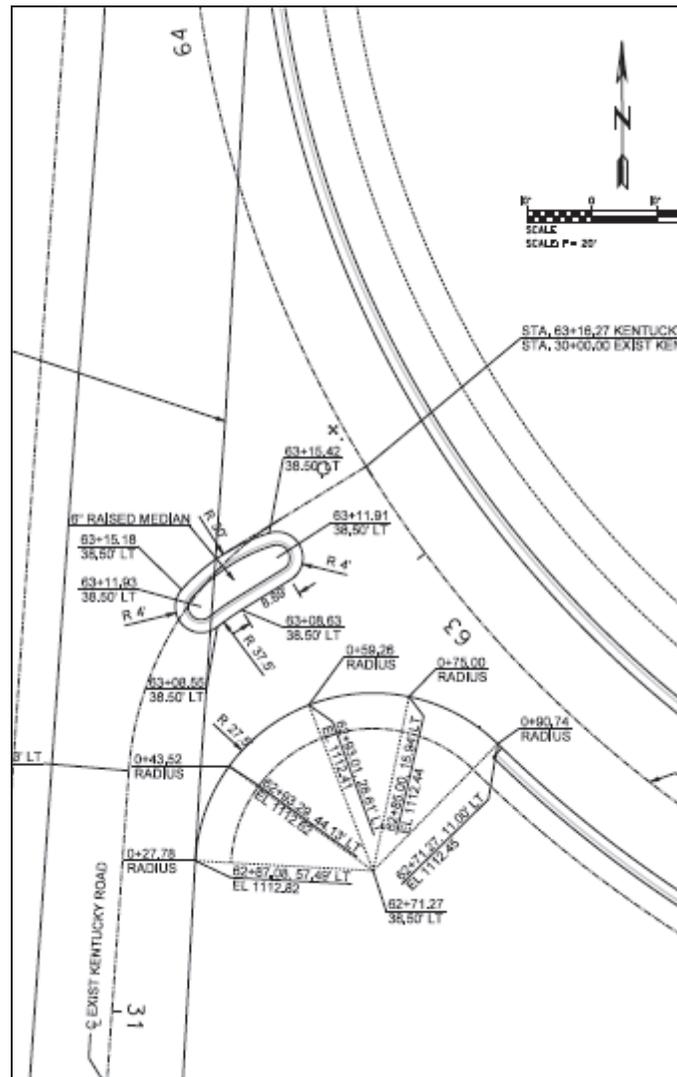
1. The Raymore Galleria North Preliminary Plat was approved by City Council on June 28, 2010.
2. The Raymore Galleria North First Final Plat was approved by City Council on November 8, 2010.
3. The Raymore Galleria North Second Final Plat was approved by City Council on February 12, 2013.

ENGINEERING DIVISION COMMENTS

In its attached memorandum, the Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The purpose of the final plat is to establish the necessary right-of-way for Westgate Drive. Westgate Drive is a proposed roadway segment that was included as part of the 2016 General Obligation Bond election.
2. The right-of-way, and associated roadway, were designed to have minimal impact on the existing farm pond and existing residential properties to the west.
3. Width of the roadway will transition from twenty-six feet at the north to forty-feet wide at the south where the new road will connect with the existing pavement.
4. Northbound traffic on existing Kentucky Road will be stopped at its intersection with Westgate Drive. A small island will be installed in the existing pavement area to direct northbound traffic on existing Kentucky Road.



5. Southbound traffic on existing Kentucky Road will be able to continue south onto the existing Kentucky Road or travel unstopped onto Westgate Drive.
6. Sidewalk and trail segments along Westgate Drive will be installed at the time adjacent lots are developed..
7. Engineering plans for Westgate Drive have been approved by the Engineering Division.
8. Recording of the final plat will formally dedicate the right-of-way to the City of Raymore.
9. Temporary construction easements, not illustrated on the final plat drawing, will be necessary to construct the roadway.
10. The existing road pavement to the west of Firestone will be widened to allow for a dedicated right-turn lane, dedicated through lane, and a dedicated left-turn lane for southbound traffic.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. **is substantially the same as the approved preliminary plat;**

The final plat is substantially the same as the Preliminary Plat. Westgate Drive is in the general location identified for the roadway on the Transportation Plan.

2. **complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;**

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

3. **complies with any condition that may have been attached to the approval of the preliminary plat.**

There were no conditions attached to the approval of the Preliminary Plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	December 3, 2019	December 9, 2019	December 23, 2019

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #19026, Westgate Final Plat, to the City Council with a recommendation for approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its December 3, 2019 meeting, voted 9-0 to accept the staff proposed findings of fact and forward Case #19026, Westgate Final Plat, to the City Council with a recommendation for approval.

Memorandum

TO: Planning and Zoning Commission

FROM: Greg Rokos, Assistant Director of Public Works - Engineering

DATE: 11/26/19

RE: Final Plat - Westgate Drive Plat

The Public Works and Engineering Department has reviewed the Final Plat application for Westgate Plat.

The plat contains the necessary right-of-way to construct the new Westgate Drive. Westgate Drive will connect the entrance from Lowes to Kentucky Road. The only utility will be the storm drainage. From our review, we have determined that the plat complies with the standards adopted by the City of Raymore.

Staff recommends approval of this application.

Planning and Zoning Commission Meeting Minutes Excerpt December 3, 2019

7. New Business

A. Case #19026 - Westgate Final Plat

Development Services Director Jim Cadoret provided the staff report.

Commissioner Wiggins asked if Westgate Drive would have standard curb and gutter or if there would be side ditches.

Assistant Public Works Director Greg Rokos stated the road would have standard curb and gutter, with side ditches only being where Westgate Drive would connect with Kentucky Road.

Commissioner Wiggins asked if the street gutters would discharge water out to the fields.

Mr. Rokos stated the discharge would initially be to the fields but ultimately tie into a storm water system created as the adjacent lots develop.

Chairman Faulkner asked if Belton was consulted about the project.

Mr. Cadoret stated yes, but all of the work on the project will be done on the Raymore side of Kentucky Road. He indicated there is no impact on the City of Belton responsibility on Kentucky Road

Chairman Faulkner asked if the existing Kentucky Road access onto 58 Highway would remain.

Mr. Cadoret stated the access will remain for now. He stated the City is planning on having a traffic study completed along 58 Highway in 2020. The study will review traffic flow at the intersection of Kentucky Road and 58 Highway.

Commissioner Wiggins asked what would happen with the remnant pieces of land on the west side of Westgate Drive.

Mr. Cadoret stated the land will need to be properly maintained by the property owners.

Commissioner Urquilla asked about the ownership of the remnant pieces of land on the west side of Westgate Drive.

Mr. Cadoret stated long term the remnant tracts should be incorporated into redevelopment that will occur west of Westgate Drive. Short term the current landowners will be responsible to maintain.

Commissioner Urquilla asked if the existing roads in Foxwood Springs that now dead-end into the proposed plat area would be extended to the Westgate plat.

Mr. Cadoret stated the roads are private and will not be extended into the plat area.

Commissioner Bowie asked for clarification on the island proposed where Kentucky connects to Westgate Drive.

Mr. Rokos provided an explanation that the island will be mountable and only used to direct northbound traffic from Kentucky Road onto Westgate Drive.

Mayor Turnbow discussed the initial design of the intersection of Kentucky Road and Westgate Drive and indicated the City of Belton and City of Raymore staff worked together to create the proposed design.

Motion by Commissioner Urquilla, Seconded by Commissioner Acklin, to accept the staff proposed findings of fact and forward Case #19026, Westgate Final Plat, to the City Council with a recommendation of approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 9, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3513: Amend Chapter 500: Building Regulations

STRATEGIC PLAN GOAL/STRATEGY

2.1.4: Review strategies that promote and enforce building safety requirements

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Building construction activity within the City is currently governed by the 2012 series of the International Building Codes. While the International Codes are updated every three years, Raymore, like most Kansas City area communities, only adopts the new code series every six years.

With anticipation of adopting the 2018 series of codes, the Building Official assembled a Building Code Review Committee to assist staff in reviewing the 2018 code series and recommending local amendments to the codes. Local amendments are typically done by local jurisdictions to ensure the code requirements are applicable to the local building environment.

The Committee recommended adoption of the 2018 series of International Codes and corresponding updates to Chapter 500: Building Regulations of the Raymore City Code.

BILL 3513

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ADOPTING AND ENACTING A REVISED CHAPTER 500: BUILDING REGULATIONS OF THE RAYMORE CITY CODE."

WHEREAS, the Development Services Department is recommending adoption of the 2018 series of the International Building Codes; and

WHEREAS, a Building Code Review Committee comprised of representatives of the building trades assisted staff in reviewing the 2018 codes and have recommended several local amendments to the codes; and

WHEREAS, the City Council of the City of Raymore, Missouri, has determined it is in the best interests of the health, safety and welfare of the citizens of Raymore to adopt a new Chapter 500 of the Raymore City Code incorporating the 2018 series of International Building Codes with the recommended local amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. Chapter 500: Building Regulations of the Raymore City Code is hereby repealed in its entirety and re-enacted as follows:

CHAPTER 500: - BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

SECTION 500.005: - TITLE OF CHAPTER; DESIGNATION OF BUILDING OFFICIAL

- A. This Chapter shall be known as the Building and Construction Code. Unless otherwise indicated by its use and context, the term "this Chapter" shall refer to this Chapter 500 including all provisions incorporated by reference herein.
- B. The Building Official shall be known as the official charged with the administration and enforcement of the City's Building Codes, and such term shall include their authorized representatives. Further, whenever the term or title "administrative authority," "Code Enforcement Officer," "responsible official," or "Building Official" or other similar designation is used in any of the Codes adopted by reference by this Chapter, it shall be construed to mean the Building Official, or their authorized representatives.

SECTION 500.010: - PURPOSE AND SCOPE OF CHAPTER; REFERENCED CODES

- A. *Purpose.* This Chapter shall be construed to provide minimum requirements to safeguard the general public safety, health and general welfare, insofar as they are affected by building construction, through structural strength, adequate means of egress facilities, stability, sanitary equipment, light and ventilation,

energy conservation, erosion and sediment control and fire safety; and in general to promote safety to life and property from fire and other hazards incident to the construction, design, erection, installation, alteration, addition, removal, demolition, replacement, location, relocation, moving, quality of materials or use and occupancy, operation and maintenance of buildings, structures or premises, and to provide safety to firefighters and emergency responders during emergency operations.

- B. *Scope.* This Chapter provides the administrative and technical provisions to be followed by all persons engaged in the construction, design, erection, installation, alteration, addition, removal, demolition, replacement, location, relocation, land disturbance, moving, quality of materials, or use and occupancy, operation and maintenance of buildings, structures or premises, as regulated by this Chapter. This Chapter does not apply to public infrastructure or work in a public right-of-way except as expressly indicated herein. All references to any provisions in the administrative Chapters of the referenced model Codes shall be construed to be a reference to the provisions of Article I of this Chapter.
- C. *Referenced Codes.* The other Codes listed in Subsections (1) through (8) and referenced elsewhere in this Chapter shall be considered part of the requirements of this Chapter to the extent of each such reference. All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator or energy conservation Code shall be construed to be a reference to the respective building, electrical, gas, mechanical, plumbing, sewage disposal, elevator or energy conservation Code specifically adopted by reference in Articles II through XI of this Chapter.
1. *Building.* The provisions of the *International Building Code*, as amended, shall apply to the construction, design, erection, installation, alteration, addition, removal, demolition, replacement, location, maintenance, land disturbance, moving, quality of materials, or use and occupancy of every building or structure or any appurtenances connected or attached to such buildings or structures. (See Article II of this Chapter.)

Exceptions:

- a. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three (3) stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the *International Residential Code*, as amended. (See Article III of this Chapter.)
- b. Existing buildings and structures undergoing repair, alterations or additions and change of occupancy shall comply with the *International Existing Building Code* and *NFPA 101 Life Safety Code* as amended. (See Article VIII of this Chapter.)
2. *Electrical.* The provisions of the *National Electrical Code*, as amended, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances.

(See Article IV of this Chapter.)

3. *Gas.* The provisions of the *International Fuel Gas Code*, as amended, shall apply to the installation of gas appliances and related accessories as covered in this Code.

For requirements regarding the installation and operation of residential gas appliances and related accessories, see Article III of this Chapter.

For requirements regarding the installation of gas piping from the point of delivery to the inlet connections of appliances in commercial applications, and all aspects of a medical gas system see Article XII, *International Fuel Gas Code*.

4. *Mechanical.* The provisions of the *International Mechanical Code*, as amended shall regulate the design, installation, maintenance, alteration and inspection of mechanical systems that are permanently installed to provide control of environmental conditions and related processes within buildings. This Code shall also regulate those mechanical systems, system components, equipment and appliances specifically addressed herein. (See Article V of this Chapter.)
5. *Plumbing.* The provisions of the *International Plumbing Code*, as amended, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system. (See Article VI of this Chapter.)

The provisions of the On-Site Private Sewage Disposal Code, as amended, shall apply to private sewage disposal systems for all structures within the City as referenced in Chapter 710.150 of this Code. The provisions for lawn sprinkler and irrigation systems shall comply with Article X of this Chapter.

6. *Swimming Pools, Spas, and Hot tubs.* The provisions of the *International Swimming Pool, and Spa Code*, as amended, shall apply to the erection, installation, alteration, addition, repair, relocation, and replacement, addition to, use or maintenance of swimming pools, spas, or hot tub plumbing systems. In addition to this Code the provisions of Chapter 420, Section 420.050 (B) of the Unified Development Code shall also apply. (See Article VII of this Chapter.)
7. *Fire prevention.* The provisions of the *International Fire Code*, as amended, shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and, from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation. (See Article XI of this Chapter.)
8. *Energy.* The provisions of the *International Energy Conservation Code*, as amended, shall apply to all matters governing the design and construction

of buildings for energy efficiency. (See Article IX of this Chapter.)

Exception:

Existing buildings and structures undergoing repair, alterations or additions and change of occupancy shall be permitted to comply with the *International Existing Building Code* and *NFPA 101 Life Safety Code* as amended. (See Article VIII of this Chapter.)

- D. *Process*. The Building Official shall have the responsibility to make timely recommendations to update this Chapter, upon the publication of nationally recognized model Codes.

SECTION 500.015: - CONFLICTING PROVISIONS

- A. Wherever conflicting provisions or requirements occur between this Chapter and the model Codes adopted by this Chapter, this Chapter shall apply.
- B. Wherever conflicting provisions or requirements occur between this Chapter and any other municipal Codes and laws, the most restrictive shall govern. The provisions of this Chapter shall not be deemed to nullify any provisions of local, state, or federal law.
- C. Where in any specific case different Sections within this Chapter specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- D. Where conflicts occur between any specific provisions of this Article and any administrative provisions in the remaining Articles of this Chapter which are then applicable, those provisions becoming law last in time shall prevail.
- E. Wherever in this Chapter reference is made to the appendix, the provisions in the appendix shall not apply unless specifically adopted.
- F. References to Chapter or Section numbers, or to provisions not specifically identified by number, shall be construed to refer to such Chapter, Section or provision of this Chapter.
- G. The Codes and standards referenced in this Chapter shall be considered part of the requirements of this Chapter to the extent of each such reference. Where differences occur between provisions of this Chapter and referenced Codes and standards, the provisions of this Chapter shall apply.

SECTION 500.020: - APPLICABILITY OF CHAPTER TO EXISTING BUILDINGS AND BUILDING SERVICE EQUIPMENT

- A. *Generally*. The legal use and occupancy of any structure existing on the date of adoption of this Chapter shall be permitted to continue without change provided such continued use is not dangerous to life, and as may be specifically covered in this Chapter, the fire Code or as may be deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

- B. *Ordinary repairs.* Application or notice to the Building Official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion of, the removal or cutting of any structural beam or load bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements, nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer drainage, drain leader, gas, soil, waste, vent or similar piping; electric wiring; or mechanical or other work affecting public health or general safety.
- C. *Construction in floodplain.* The provisions of Chapter 460 of the Unified Development Code must be met for any alteration, encroachment or substantial improvement accomplished in a regulatory floodplain as designated on the official floodplain document.

SECTION 500.025: - APPROVED MATERIALS, ALTERNATE MATERIALS, DESIGN AND METHODS OF CONSTRUCTION AND EQUIPMENT

- A. The provisions of this Chapter are not intended to prevent the installation of any material or method of construction not specifically prescribed by this Chapter, provided that any such alternative has been approved.
- B. The Building Official shall approve any alternative material, design or method of construction that is found to be satisfactory and in compliance with the provisions of this Chapter and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this Chapter in quality, strength, effectiveness, fire resistance, durability, safety and sanitation.
- C. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding the use of any alternative material, design, or method of construction. The details of any action granting approval shall be entered into the record of the Building Inspection Division.
- D. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval. The use of used materials which meet the requirements of this Chapter for new materials are permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

SECTION 500.030: - MODIFICATIONS

Whenever there are practical difficulties involved in carrying out the provisions of this Chapter, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative. The Building Official shall first find that a special individual reason makes the strict letter of this Chapter impractical and that the modification does not lessen health, life, and fire safety requirements or any degree of structural integrity. The details of

actions granting modifications shall be entered into the record of the Building Official.

SECTION 500.035: - TESTS

- A. Whenever there is insufficient evidence of compliance with any of the provisions of this Chapter, or evidence that materials or construction do not conform to the requirements of this Chapter, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the City.
- B. Test methods shall be as specified in this Chapter or by other recognized test standards. In the absence of recognized and accepted test methods for the proposed alternate, the Building Official shall approve the test procedures.
- C. All tests shall be made by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of records.

SECTION 500.040: - DUTIES AND POWERS OF THE BUILDING OFFICIAL

- A. *General.* The Building Official is authorized and directed to enforce the provisions of this Chapter. For such purposes, the Building Official shall have the powers of a law enforcement officer to issue written orders in the enforcement of this Chapter and deem unsafe conditions as prescribed in Section 500.045 and Chapter 510 of the City Code. The Building Official shall have the authority to render interpretations of this Chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in conformance with the intent and purpose of this Chapter. Such interpretations, policies and procedures shall not have the effect of waiving requirements specifically provided for in this Chapter.
- B. *Applications and permits.* The Building Official shall receive applications, review construction documents and issue permits for the erection and alteration of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this Chapter.
- C. *Written Notices and orders.* The Building Official shall issue all necessary written notices or orders to ensure compliance with this Chapter.
- D. *Inspections.* The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.
- E. *Identification.* The Building Official and/ or all designated inspectors shall carry proper identification when inspecting structures or premises in the performance

of duties under this Chapter.

- F. *Right of entry.* When it is necessary to make an inspection or to enforce the provisions of this Chapter, or any other Code, ordinance, law, regulation or administrative order within the authority of the Building Official to enforce, or whenever the Building Official or an authorized representative has reasonable cause to believe that there exists in any building any condition which is contrary to or in violation of this Chapter, or any other Code, ordinance, law, regulation or administrative order, the Building Official or an authorized representative may enter the building or premises during normal work hours or, in the case of an emergency at any reasonable time to inspect or to perform any duty imposed upon the Building Official by this Chapter; provided if such property be occupied, the Building Official shall first present proper credentials and request and obtain permission to enter before entering the building or premises. Reasonable effort must be made to locate the owner or other persons having charge or control of the property when seeking permission for entry.
1. If no consent has been given to enter or inspect any building or premises, no entry or inspection shall be made without the procurement of a warrant from the judge presiding in the Raymore Municipal Court of the Circuit Court of Cass County, or if that judge is not available, from any other judge presiding in the Cass County 17th Judicial Circuit Court of Missouri. The court may, among other factors, consider the following in its decision as to whether a warrant shall be issued:
 - a. Eyewitness account of violation.
 - b. Citizen complaint(s).
 - c. Tenant complaint(s).
 - d. Plain view violation(s).
 - e. Violation apparent from City record(s).
 - f. Nature of an alleged violation, the threat of life or safety and imminent risk of significant property damage.
 - g. Previous unabated violation(s) in the building or on the premises.
 2. Cause supporting issuance of a warrant shall be deemed to exist in light of reasonable legislative and administrative standards which show that there is reason to believe that a condition of nonconformity exists with respect to a building or premises in violation of the provisions of the City Code.
 3. The Building Official may enter the premises without consent or a search warrant to make an inspection or enforce any of the provisions of the City Code only when an emergency exists as prescribed in Section 500.045 of this Chapter, or when the premises are abandoned.
 4. If a complaint in writing is filed by the Building Official or an authorized representative, any Law Enforcement Officer, deputy, City Attorney or Prosecuting Attorney of the City with the Municipal Court of the City, stating that they have probable cause to believe there exists in a building or

structure more particularly described a violation or violations of provisions of the City Code, and is within the territorial jurisdiction of the City, and if such complaint is verified by the oath or affirmation stating evidential facts from which such judge determines the existence of probable cause, then such judge shall issue a search warrant directed to the authorized person to search the structure or premises described for the purposes requested. Such a search warrant may be executed and returned only within ten (10) days after the date of its issuance. The person authorized to search shall make a return promptly after concluding the search, and such return shall contain an itemization of all violations of this Code discovered pursuant to such search. Refusal to honor a search warrant and permit inspection of the premises shall constitute an ordinance violation. Execution of a search warrant under this Section shall not be by forcible entry.

5. Unless emergency conditions exist or until a written notice of violation and a reasonable opportunity to correct the violation is afforded the person, a summons shall not be served upon a resident, property owner, or other responsible person, which alleges a violation of this Code based upon conditions discovered incidental to, and solely as a result of conducting an investigation pursuant to the authority of a search warrant, but which is not the subject of the search warrant.

G. *Stop work orders.*

1. *Written Notice.* Upon written notice from the Building Official that work on any building or structure is being pursued contrary to the provisions of this Chapter, or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to any persons working on or about the structure and to any persons owning, leasing, maintaining or occupying premises where work is being done; and shall state the conditions under which work will be permitted to resume.
2. *Unlawful continuance.* Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of the Code and subject to penalties in Section 500.070 of the City Code.

H. *Occupancy violations.* Whenever any building or structure or building service equipment regulated by this Chapter is being used contrary to the provisions of the Code, the Building Official may order such use discontinued by written notice served on any person causing such use to be continued. Such person shall discontinue the use within the time prescribed by the Building Official after receipt of such written notice to make the structure, or portion of, comply with the requirements of the Code. Failing to discontinue such use when ordered is a violation of this Chapter. Unless authorized by the Building Official, removing a posted written notice or sign indicating that a structure is not to be occupied is a violation of this Chapter and subject to penalties in Section 500.070.

I. *Department records.* The Building Official shall keep official records of

applications received, permits and certificates issued, fees collected, reports of inspections, and written notices and order issued. Such records shall be retained in the official records for the period required for retention of public records.

- J. *Liability.* The Building Official or an authorized representative charged with the enforcement of this Chapter, acting in good faith and without malice in the discharge of the duties required by this Chapter or other pertinent law or ordinance, shall not be rendered personally liable for damages that may accrue to persons or property as a result of any such official act or by reason of any act or omission in the discharge of such official duties. Any suit brought against the Building Official or employee because of such act or omission, performed in the enforcement of any provision of this Chapter or other pertinent laws or ordinances implemented through the enforcement of this Chapter or enforced by the Building Official, shall be defended by the City until final termination of such proceedings. Any judgment resulting of such proceeding shall be assumed by the City. This Chapter shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building, structure or building service equipment therein for any damage to persons or property caused by defects, nor shall the Building Official or the City to be held as assuming any such liability by reason of the inspections authorized by this Chapter or approvals issued under this Chapter.
- K. *Cooperation of other officials and officers.* The Building Official may request, and shall receive, the assistance and cooperation of other City officials so far as is required in the discharge of the duties required by this Chapter or other pertinent law or ordinance.
- L. *Building numbers.* The Building Official is authorized to promulgate the standards by which buildings are numbered and to assign or reassign numbers and addresses according to the Addressing and Street Naming Policy as adopted by the Raymore Planning and Zoning Commission.
- M. *Rules and regulations.* The Building Official is authorized to make and promulgate reasonable and necessary rules and regulations to provide for the efficient administration of this Chapter, and to implement the substantive and procedural requirements of this Chapter. A copy of the rules and regulations shall be filed in the office of the City Clerk.

SECTION 500.045: - UNSAFE STRUCTURES AND EQUIPMENT

- A. *General.* No person, firm, corporation, partnership, association, organization or governmental agency properly regulated by the City shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, maintain, or own any building, building use, structure, sign, appendage or building service equipment in an unsafe manner.
- B. *Conditions.* Structures or equipment which are or hereafter become unsafe, unsanitary or deficient because of, but not limited to, inadequate means of egress facilities, inadequate light and ventilation, or inadequate life safety system; or which constitute a fire hazard, or are otherwise dangerous to human

life or the public welfare due to inadequate maintenance, dilapidation, obsolescence, fire, disaster, damage, failure or abandonment; or which involve illegal or improper use or occupancy; shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe as the Building Official deems necessary and as provided for in this Section and the provisions of Chapter 510. A vacant structure that is not secured against entry may be deemed unsafe by the Building Official.

- C. *Written Notice.* If an unsafe condition is found, the Building Official may serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such written notice shall require the person thus notified to declare immediately to the Building Official acceptance or rejection of the terms of the order.
- D. *Method of service.* Such written notice shall be deemed properly served if a copy is posted in a conspicuous place in or about the structure affected by such notice, and
 1. Delivered to the owner personally; or
 2. Sent by certified mail or registered mail addressed to the owner at the last known address with the return receipt requested. If the certified or registered letter is returned showing that the letter was not delivered, or the owner cannot be located, the posted written notice in or about the structure shall be sufficient for notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.
- E. *Restoration.* The structure or equipment determined to be unsafe by the Building Official is permitted to be restored to a safe condition. To the extent that repairs, alterations, moving of building, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, moving or change in occupancy shall comply with the requirement of Section 500.020(B) of this Chapter and the *International Existing Building Code* as amended.
- F. *Maintenance of signs.* All signs shall comply with the requirements of Chapter 435 of the Unified Development Code.
- G. *Dangerous buildings or structures.* Any building or structure determined by the Building Official as a dangerous building or structure shall comply with the requirements of Chapter 510 of the City Code.
- H. *Moving of buildings.* The moving of any building or structure in, into, through, or from the City shall comply with the requirements of Chapter 520 of the City Code.
- I. *Emergency measures.* Where it reasonably appears there is an immediate danger to the health, safety or welfare of any person, the Building Official may take emergency measures to vacate and repair or demolish an unsafe building,

building use, structure, sign, equipment, or appendage in accordance with the provisions of Chapter 510.

SECTION 500.050: - SERVICE UTILITIES

- A. *Connection of service utilities.* No person shall make connections from a utility, source of energy, fuel or power to any building or system which is regulated by this Chapter for which a permit is required, until approved and released by the Building Official.
- B. *Temporary connection.* The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power, as required by Section 500.075(A)(2) (a through d) for permits and limitations.
- C. *Authority to disconnect service utilities.* The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by the Codes adopted by this Chapter in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practicable thereafter.
- D. *Connection after order to disconnect.* No person shall make connections from a utility, source of energy, fuel or power to any building or system which has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

SECTION 500.055: - RIGHT TO AN APPEAL

- A. *Procedure for appeal of decisions relating to the Building Code.* In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this Chapter, an application for appeal to the Board of Appeals shall be made within ten (10) days from the date of the order, decision, or determination is made by the Building Official.
- B. Except in cases designated as emergencies, an appeal to the Board stays all enforcement of the determination from which the appeal is being taken.
- C. All appeal procedures shall comply with Chapter 540 of the City Code.

SECTION 500.060: - VIOLATIONS

- A. *Unlawful acts.* It shall be unlawful for any person, firm, corporation, partnership, association, organization or government agency properly regulated by the City to erect, construct, enlarge, alter, repair, move, improve, remove,

grade, excavate or add any fill material, convert or demolish, equip, use, occupy, maintain or own or cause land disturbance activities for any building, land, real estate premises, sign structure or building service equipment or cause or permit the same to be done in violation of this Chapter, or fail to comply with any order issued under the authority of the Building Official, or fail to comply with the duties and responsibilities of a licensed or registered contractor or licensed or registered supervisor.

- B. *Separate offense.* Any person, firm, corporation, partnership, association, organization or governmental agency properly regulated by the City violating any of the provisions of this Chapter shall be deemed guilty of an ordinance violation. Each and every day or portion of during which any violation of any of the provisions of this Chapter is committed, continued, or permitted shall be a separate offense.
- C. *Responsible individual.* The responsible individual(s) of a corporation shall include any officer of a corporation or the person in charge of the local office of such corporation.

SECTION 500.065: - REQUIRED LICENSES

Any person, firm, or organization providing residential and/or commercial construction industry services, mechanical, plumbing or electrical contract or subcontract work within the City shall obtain an occupational business license in accordance with Chapter 605 of the City Code.

Exceptions to occupational business license:

1. Permits for work as required by this Chapter may be issued to any person to do any work regulated by this Chapter in a single family dwelling used exclusively for living purposes, including the usual accessory buildings, provided that such person is an owner of record of any such dwelling and accessory buildings, provided that the dwelling and accessory buildings are occupied by the owner, and provided that the owner shall personally purchase all material and perform all labor in connection therewith. Where the work is included in a building permit issued according to this exception, the owner may contract and direct the work of building trades subcontractor(s), which are required to be licensed under Section 605.010.
2. Public utility companies will not be required to obtain licenses for their firms or corporations or for their employees when engaged in the installation, operation, and maintenance of equipment which will be used for the production, generation, transmission, or distribution of the product or service from the source of the product or service through the facilities owned or operated by such utility company to the point of the customer service, including the metering.
3. Provisions of this Chapter requiring employment of certified or licensed mechanics, craftsmen, or engineers shall apply to maintenance or operation of equipment and accessories used for operations, production, or processing by public utilities, government agencies, manufacturing or processing

plants, or commercial enterprises which maintain regular maintenance and operating staff supervised by a professional engineer registered by the state. However, work under such supervision shall be performed to comply in all respects with all applicable provisions of this Chapter, including provisions for permits and inspections.

4. The property owner or owner of business on the property may install a temporary sign, as defined in Chapter 435 of the Unified Development Code, after obtaining the required permit(s).
5. The owner of record may demolish any one-story building which is less than one hundred twenty-one (121) square feet. Such work must be done by the owner.

SECTION 500.070: - PENALTIES

A. Upon conviction or a plea of guilty, any person, firm or corporation violating or failing to comply with any of the provisions of this Chapter shall be subject to the penalty provisions provided for in Section 100.220 of the City Code.

B. *Penalties for offenses.*

1. Persons convicted of certain repeat violations as set forth in Subsection (B)(2) of this Section at any premises shall be punished as set forth in Subsection (A) of this Section.
2. Person convicted of violating any of the following provisions of this Chapter shall be punished as set forth in Subsection (A) of this Section:
 - a. Violating an order to stop work issued pursuant to Section 500.040(G).
 - b. Making any connection without proper authorization from the Building Official after a disconnection pursuant to Section 500.050 of the City Code.
 - c. Failure to obtain a permit, or working without a permit, when required by this Chapter in addition to the schedule of fees in Section 500.095.
 - d. Failure to obtain an inspection when required by this Chapter.
 - e. Failure to obtain a certificate of occupancy when required by this Chapter in addition to the penalties in Section 500.110(G).
 - f. Failure to comply with all responsibilities of a licensed contractor, as set forth in Chapter 605 of the City Code.
 - g. Failure to comply with all the responsibilities of a holder of a certificate of qualification, as set forth in Chapter 605 of the City Code.
 - h. Providing false information to the Building Official when submitting an application for an occupational license, certificate of qualification, or permit.
 - i. Permitting occupancy of any structure for which a temporary certificate of occupancy has been issued and such temporary certificate of occupancy has expired in addition to the penalties in Section

500.110(G).

3. For purposes of this Section, only convictions within the prior three (3) years before the date of the offense alleged shall be considered. Conviction(s) within the prior three (3) years shall be subject to an occupational license suspension or revocation as prescribed in Chapter 605 of the City Code.
- C. *Other remedies.* The imposition of penalties prescribed in this Section shall not preclude the City attorney from instituting appropriate action, including equitable and extraordinary remedies, to prevent any unlawful construction, reconstruction, alteration, repair, conversion, maintenance or use, or to restrain, correct or abate a violation, or to prevent the occupancy of a building or structure or portion of, or of the premises, or to prevent an illegal act, conduct of business or use in or about the premises.

SECTION 500.075: - PERMITS REQUIRED; EXCEPTIONS

A. *Required permits; permit conditions.*

1. *Generally; emergency work; conditions of permit.*

- a. It shall be unlawful to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Chapter, or to cause any such work to be done, without making application to the Building Official and obtaining the required permit; provided that the repairs, as defined in Section 500.020(B) of the City Code, which do not involve any violation of this Chapter, and work as specified in subsection (B) of this Section, shall be exempted from this provision.
- b. *Emergency work.* In cases of emergency, the person or other entity doing work or causing work to be done may proceed with the work and file application for a permit within seventy-two (72) hours after commencement of emergency work. Emergency shall be considered to exist only in those situations wherein life, health and safety would be adversely affected if work were not commenced immediately, and the burden shall be upon the person claiming such emergency to exist to prove the existence of such emergency by clear and convincing evidence.
- c. *Insurance.* Construction industry contractor permit holders shall keep in force insurance, issued by a company approved by the City Clerk's office, meeting the conditions set forth in Section 605.010(B)(1) of the City Code.
- d. *Indemnity.* Every person, firm, or corporation to whom permission has been granted under the terms of this Article and other ordinances to utilize public property for the permit work of any building, structure, or utility shall at all times assume full responsibility for such work and shall hold harmless and indemnify the City and the Building Official from any

and all responsibility, liability, loss, or damage resulting to any persons or property or caused by or incidental to the permitted work.

- e. Commencement and completion of work. See Section 500.090 in this Chapter pertaining to expiration and completion of granted permits.

2. *Temporary structures and uses.*

- a. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than one hundred eighty (180) days. The Building Official is authorized to grant extensions for demonstrated cause.
- b. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of the Code as necessary to ensure the public health, safety and general welfare.
- c. Permits for temporary electrical service installations not to exceed ninety (90) days duration may be granted for fairs, carnivals, exhibitions, exterior lighting for decorative display and similar purposes. Permits for temporary electrical service installations not to exceed one hundred eighty (180) days duration may be granted for construction jobs. The time limit shall be subject to renewal, if requested in writing and if the Building Official determines that the temporary permit is not being used to evade the requirements of permanent electrical service installation, will not adversely affect the public safety, or is justified because of circumstances not within the control of the permit holder.
- d. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

3. *Special nighttime building permits.*

- a. Notwithstanding any other provision of this Chapter or of any other provision of the City Code, no construction work, including excavation, demolition, hauling, dumping or filling, may be performed between the hours of 8:00 p.m. and 7:00 a.m. unless the Building Official issues a special building permit authorizing the work. The following types of construction work are exempted from the requirement of obtaining a special night time building permit:
 - 1. Emergency work authorized pursuant to Subsection (A)(1) of this Section.
 - 2. Construction work being completely conducted inside a closed-in structure whenever such construction work does not involve the use of jackhammers, air compressors or other heavy equipment or continuing truck operations.
 - 3. Roofing from June 1 through August 31, conducted between dawn

- to dusk.
4. Framing activities for conventional, wood-framed residential structures from June 1 through August 31, conducted between dawn to dusk.
 5. Paving activities from June 1 through August 31, conducted between dawn to dusk.
- b. The Building Official shall address in each special building permit issued authorizing nighttime work the following items:
1. Traffic routes to be used by construction equipment and trucks;
 2. Means of lighting the construction site or place of operation;
 3. Whether the noise level shall be a provision of the permit;
 4. The type of work to be done and the nature of the project; and
 5. Density of the residential area potentially affected by the nighttime work.
- c. The Director of Public Works is authorized to assist the Building Official in establishing criteria for the issuance of a special building permit authorizing nighttime work.
- d. Failure to obtain the special night time building permit pursuant to this section may result in violation of Section 280.020 of the City Code.
- B. *Exempted work.* A permit shall not be required for the types of work in each of the separate classes of permit as listed in this Subsection. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the City Code or any other laws or ordinances of the City.
1. *Building permits.* A building permit shall not be required for the following:
 - a. One-story detached accessory buildings used as tool and storage sheds, playhouses, and similar uses provided the floor area does not exceed one hundred ninety-nine (199) square feet.
 - b. Open arbors or pergolas.
 - c. Retaining walls which are not over four (4) feet (1219 mm) in height measured from grade on the low side of the wall, unless supporting a surcharge or impounding Class I, II, IIIA liquids.
 - d. Water tanks supported directly upon grade if the capacity does not exceed five thousand (5,000) gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2:1.
 - e. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.
 - f. Temporary motion picture, television and theater stage sets and scenery.

- g. Non-fixed and movable cases, counters and partitions not over five (5) feet and nine (9) inches (1753 mm) in height.
- h. Patios not more than thirty (30) (762 mm) inches above grade at any point and platforms and decks not more than thirty (30) inches (762 mm) above grade at any point, not attached to the primary structure and/or not over any basement or story below.
- i. Window awnings supported by an exterior wall of a Group R3 and Group U occupancies when projecting not more than fifty-four (54) (1372 mm) inches.
- j. Sidewalks and driveways not more than thirty (30) inches (762 mm) above grade, not over any basement or story below and not part of an accessible right-of-way route. Permits are required for all sidewalk and driveway installations and replacements in the right-of-way.
- k. Prefabricated swimming pools accessory to a Group R3 occupancy, detached single family dwellings, where the inside pool walls are less than twenty-four (24) inches (610 mm) deep, do not exceed five thousand (5,000) gallons (18,927 L) and are installed entirely above grade.
- l. Replacement of exterior wall covering for detached one- and two- family dwellings.
- m. Replacement of doors and windows in existing openings where fire resistance, smoke control and opening protection are not required by Articles II or III.
- n. Repairs of holes in plaster or gypsum board walls.
- o. Installation or replacement of wall or floor mounted cabinets (kitchen, bath, etc.).
- p. Installation or replacement of exterior gutters and downspouts.
- q. Tuck-pointing brick and/ or stone masonry.
- r. Replacement of soffits and wall or roof sheathing less than thirty-two (32) square feet (2.97m²) in area in detached one- and two-family dwellings.
- s. Replacement of interior or exterior trim carpentry.
- t. Walks, patios and driveways constructed on existing grade outside public right-of-ways.
- u. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
- v. Swings and other playground equipment accessory to one- and two-family dwellings.
- w. Any grading or excavation of any land or premises complying with Section 455.010(B)(4)(b) of the Unified Development Code.

2. *Mechanical permits.* A mechanical permit shall not be required for the following:
 - a. Any portable heating appliance.
 - b. Any portable ventilating equipment.
 - c. Any portable cooling unit
 - d. Any portable evaporative cooler.
 - e. Replacement of a component part or assembly of an appliance which does not alter its original approval and complies with other applicable requirements of this Chapter.
 - f. Any refrigerating equipment which is part of the equipment for which a permit has been issued pursuant to the requirements of this Chapter.
 - g. Replacement of grills and diffusers on existing mechanical ductwork.
 - h. Any self-contained refrigeration system that contains ten (10) pounds (4.5 kg) or less of refrigerant, or that are actuated by motors of one (1) horsepower (0.75 kW) or less.
3. *Plumbing permits.* A plumbing permit shall not be required for the following:
 - a. Repairs or replacement of defective fixtures or valves provided alterations or extensions of piping systems are not made.
 - b. Clearance of stoppages.
 - c. Replacement and repair of lavatory and sink traps.
4. *Electrical permits.* An electrical permit shall not be required for the following:
 - a. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
 - b. The installation, alteration or repair of electrical equipment of a power or public service company for its use in the generation, transmission, distribution or metering of electricity.
 - c. Replacement of snap switches, receptacles and fixtures where no alteration or extension of an existing circuit is required.
5. *Sign permits.* A sign permit shall not be required for signs listed as exempt in Chapter 435.020(C) of the Unified Development Code.

SECTION 500.080: - APPLICATION FOR PERMIT; RESPONSIBILITIES OF PERMITTEE

- A. *Application for permit.* To obtain a permit required by this Chapter, the applicant shall first file an application in writing on a form furnished by the Building Official for that purpose. Every such application shall:
 1. Identify and describe the work to be covered by the permit for which

application is made.

2. Describe the land on which the proposed work is to be done, by legal description, street address or similar description as recorded by the Cass County Recorder of Deeds office that will readily identify and definitely locate the proposed building or work.
 3. Indicate the use or occupancy for which the proposed work is intended.
 4. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
 5. Be signed by the permit applicant, or the applicant's authorized agent, who may be required to submit evidence to indicate such authority. It shall be presumed that a person obtaining a permit for work on property, for which the person is not the owner, obtains the permit with the knowledge and consent of the owner or other person in control or in charge of the property.
 6. Be accompanied by construction documents and other information as required in Section 500.085 of the City Code
 7. Give such other data and information as may be required by the Building Official.
- B. The permit holder shall be responsible for the following conditions and restrictions:
1. To provide minimum safety measures and equipment to protect the public as prescribed by this Chapter.
 2. To observe any other City ordinances prescribing measures for the safety of the public.
 3. To observe and comply with any other City ordinances or regulations.
 4. To provide and use adequate sanitary facilities on construction sites for worker use. If portable, sanitary facilities shall not be located in the public right-of-way or closer than five (5) feet from a side or rear property line. Sanitary facilities shall be screened and/or located in a location that is the least visible to adjacent properties.
 5. To provide adequate construction solid waste containers on construction sites. Dumpsters, garbage cans, waste containers and other similar types of containers shall be used to contain solid waste. Liquid waste and hazardous materials shall be contained and disposed of at a proper waste depository.
 6. To faithfully construct without departure from or disregard of drawings and specifications, when such drawings and specifications have been filed with and reviewed for Code compliance by the Building Official and a permit has been granted for such construction.
 7. To obtain inspections required by this Chapter.
 8. To pay any fee assessed under the authority of this Chapter.
 9. To comply with any order issued under the authority of this Chapter.

10. To maintain satisfactory levels of competence, integrity, workmanship, and recognized practices.
11. For construction industry contractors, to maintain a valid occupational business license(s) in the appropriate classification(s), company name, and ownership, per the requirements of Chapter 605 of the City Code.
12. For construction industry contractors, to maintain an active fictitious name registration with the State of Missouri, from the Office of the Secretary of State, under the business name in which the permittee is obtaining permits when conducting business under a name other than the licensee's given name.

SECTION 500.085: - CONSTRUCTION DOCUMENTS

- A. *Submittal documents.* Construction documents, special inspection and structural observation programs and other data shall be submitted in two (2) or more sets with each application for a permit. When such construction documents are not prepared by a registered design professional, the Building Official may require any applicant submitting such documents to demonstrate that State law does not require them to be prepared by a registered design professional. The Building Official may require plans, computations and specifications to be prepared and designed by a registered design professional licensed by the State to practice as such, even if not required by State law. The Building Official may waive the submission of plans, calculations, diagrams or other data, if he finds that the nature of the work applied for is such that reviewing the documents is not necessary to obtain compliance with this Chapter.
- B. Information on construction documents not governed by the Residential Code, shall be obtained from the office of the Building Official and all requirements shall be met.
- C. *Previous approvals.* This Chapter shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within one hundred eighty (180) days after the effective date of this Chapter and has not been abandoned.
- D. *Design professional in responsible charge.* When it is required that documents be prepared by a registered design professional, the Building Official shall require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, and when approved by the Building Official, the owner shall be permitted to designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

Where structural observation is required by Section 1710 of the *International Building Code*, the inspection program shall name the individual or firm who are to perform structural observation and describe the stages of construction at which the observation is to occur. The individual or firm shall comply with the duties specified in Section 1704 of the *International Building Code*.

E. *Deferred submittals*. For the purposes of this Section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period.

Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official.

Submittal documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance with the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

F. *Amended construction documents*. Work shall be installed in accordance with the reviewed construction documents, and changes which are not in substantial compliance with the reviewed construction documents shall be resubmitted for review as an amended set of construction documents prior to construction.

G. *Retention of construction documents*. One (1) set of construction documents shall be returned to the applicant and shall be kept on site of the building or work at all times during which the work authorized thereby is in progress. One set of construction documents shall be retained by the Building Official until after final inspection when it is concluded that the work complies with the provisions of this Chapter, and archived per RSMo. for retention of records.

SECTION 500.090: - ISSUANCE OF PERMITS; EXPIRATION OF PERMITS AND APPLICATIONS; SUSPENSION OR REVOCATION OF PERMITS

A. *Generally*.

1. *Application examined*. The Building Official shall examine or cause to be examined the application and accompanying construction documents filed by an applicant for a permit under this Chapter. Such construction documents may be reviewed by other Departments of the City to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a permit and the

construction documents filed conform to the requirements of this Chapter and other pertinent laws and ordinances, and that the fees specified in the fee schedule have been paid, a permit shall be issued to the applicant.

2. *Withholding issuance of permit for payment of fees and charges.* No building permit shall be issued to a person, firm or corporation that is delinquent on payment of fees and charges due to the City for any property in the City. Additionally, if a fee or charge is due to the City for service to, or work upon, the property for which a building permit is requested, no permit shall be issued until full payment is received.
 3. *Time limitation of application.* An application for a permit for any proposed work shall expire by limitation and be deemed to have been abandoned ninety (90) days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding thirty (30) days each. The extensions shall be requested in writing and justifiable cause demonstrated. Plans and other data submitted for review, but deemed to have been abandoned, may thereafter be returned to the applicant or destroyed by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee in accordance with the fee schedule in Section 500.095 of the City Code.
 4. *Stamped documents.* When the Building Official issues a permit where construction documents are required, they shall endorse in writing or stamp construction documents "Reviewed for Code Compliance." Such stamped construction documents shall not be changed, modified or altered without authorization from the Building Official, and all work regulated by this Chapter shall be done in accordance with the endorsed/ stamped construction documents.
 5. *Phased review for Code compliance.* The Building Official may issue a permit for the construction of part of a building, structure, or building service equipment before all of the construction documents for the entire building, structure or building service equipment have been submitted or reviewed for Code compliance, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this Chapter. The holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire building, structure or building service will be granted.
- B. *Validity of permit.*
1. The issuance of a permit or the stamping of construction documents with "Reviewed for Code Compliance" shall not be construed to be a permit for, or approval of, any violation of any of the provisions of this Chapter or of any other ordinance. No permit presuming to give authority to violate or cancel the provisions of this Chapter or other ordinances shall be valid.
 2. The issuance of a permit based upon reviewed construction documents shall

not prevent the Building Official from requiring the correction of errors in the construction documents, or from preventing building operations from being carried on when in violation of this Chapter or of any other ordinances or laws. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this Chapter or of any other ordinance of the City.

C. *Expiration of permits.*

1. *Generally.* Every permit issued by the Building Official under the provisions of this Chapter shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit, or, if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. For one- and two- family dwelling construction, in addition to the above, a permit shall become null and void when the granted permit date exceeds three hundred sixty five (365) days. Before any work can be recommenced, a new permit shall be first obtained to do so, and the fee shall be a new full permit fee.

A permit may be extended by the Building Official for a period not to exceed one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

2. *Sign permit.* A sign permit shall authorize erection or relocation of the sign or sign structure for a period of one hundred eighty (180) days. If the work authorized under a permit has not been completed within one hundred eighty (180) days after the date of issuance, the permit shall become null and void.
3. *Building moving permits.* The work authorized by a moving permit shall comply with Section 520.030 of the City Code.
4. *Demolition work.* The work authorized by a demolition permit shall be continuous until the work is completed. For the purpose of this Article, the term "continuous" shall mean the normal rate of progress in keeping with good demolition practices. If the work is suspended for more than seven (7) calendar days after the work is commenced, the job shall be deemed abandoned and the permit shall expire. The Building Official may allow the work to be suspended longer than seven (7) calendar days should it be found that weather or other conditions beyond the control of the permit holder exist. The time for demolition of a one- and two-family dwelling shall not exceed forty-five (45) days from the date the demolition work commences.

D. *Suspension or revocation.*

1. *Generally.* The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this Chapter whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any

provisions of this Chapter, or other pertinent laws or ordinances within the City Code. The Building Official may also suspend or revoke any permit issued upon failure of the holder to comply with any of the provisions of this Chapter or requirements of the permit.

2. *Traffic control obstruction.* The Building Official may revoke a permit for the erection of any sign or other structure which, by reason of its position, shape or color, may obstruct or interfere with the view of or be confused with any authorized traffic sign, signal or device.
 3. *Hearings.* The holder of a permit may request a hearing before the Board of Appeals as established in Section 500.055 of this Chapter, to consider the suspension or revocation of a permit.
- E. *Placement of permit.* The building permit card or copy shall be posted on site until completion of the project.

SECTION 500.095: - SCHEDULE OF FEES

Permit applications shall be accompanied by the fee amount approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fees, if any, have been paid. The payment of the fee for construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are provided by law.

SECTION 500.100: - INSPECTIONS

- A. *Authority of Building Official; duties of permittee.*
1. All construction or work for which a permit is required under this Chapter shall be subject to inspection by the Building Official, and all such construction or work shall remain accessible and exposed for inspection purposes until approved by the Building Official. In addition, certain types of construction shall have special inspections as required in Section 500.105 of this Chapter.
 2. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this Chapter or of any other ordinances. Inspection presuming to give authority to violate or cancel the provisions of this Chapter or any other ordinances shall not be valid.
 3. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the City shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.
 4. A survey of the lot may be required by the Building Official to verify that the structure is located in accordance with approved plans.
 5. It shall be the duty of the permit applicant to install and maintain effective

erosion and sediment control as specified in Section 455.020 of the Unified Development Code. Should it be found that required erosion and sedimentation control measures have not been installed; the Building Official may refuse any inspection requests for work requiring inspections until such time as the site complies with the requirements of this Chapter. Should it be found that the installed erosion and sediment control measures are ineffective or are not being maintained properly, the Building Official shall give written notice to the permit holder. Subsequent inspections may be refused if the erosion and sediment control measures are ineffective, or not being maintained.

6. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.
- B. *Inspection requests.* It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least one (1) working day before such inspection is desired. Such request may be in writing or by telephone at the option of the Building Official.
- C. *Approval of successive portions of work, final inspection.*
1. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate that the portion of the construction or demolition is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the construction or demolition fails to comply with this Chapter. Any portions of work which do not comply shall not be covered or concealed until authorized by the Building Official.
 2. There shall be a final inspection and approval of all buildings and structures when completed and ready for occupancy and use.
- D. *Required inspections.*
1. Reinforcing steel or structural framework of any part of a building or structure shall not be covered or concealed without first obtaining the approval of the Building Official.
 2. The Building Official, upon notification from the permit holder or permit holder's agent, shall make the following inspections and shall either approve that portion of the construction or demolition work as completed or shall notify the permit holder or permit holder's agent wherein the construction or demolition work fails to comply with this Chapter:
 - a. *Footing or foundation inspection.* A footing and foundation inspection shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. All materials for the foundation shall be on the job; except, where concrete is ready-mixed in accordance with *ASTM C94*, the concrete need not be on the job.

Where the foundation is to be constructed of approved treated wood, additional inspections may be required by the Building Official.

- b. *Concrete slab or under-floor inspection.* Concrete slab and under-floor inspection shall be made after all in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place but before any concrete is poured or floor sheathing installed, including the subfloor.
 - c. *Pre-backfill.* A pre-backfill inspection shall be made after the foundation drainage and damp-proofing systems are complete and prior to backfilling.
 - d. *Rough-in inspection.* A rough-in inspection shall be made after such work as framing, fireblocking, roof, piping, vents, ductwork, chimneys, wiring, building service equipment, etc. are in place and prior to concealment.
 - e. *Fire resistive rated assembly.* A fire resistive rated assembly inspection shall be made at such time so as to verify that the construction of each fire resistive rated assembly is in accordance with its listing.
 - f. *Fire resistant penetrations.* An inspection shall be made of the firestopping or fireblocking of all penetrations, joints, etc. prior to concealment.
 - g. *Masonry throat inspection.* For masonry fireplaces only, a masonry throat inspection shall be made after the firebox is built and the first flue liner is in place. Construction of chimney may not continue until this inspection is approved.
 - h. *Utility connection inspection.* Gas or electric service inspections shall be made prior to connection to the utility source. See Section 500.050 of this Chapter.
 - i. *Performance tests.* Performance tests shall be conducted by the permit holder as required by this Chapter, or as otherwise required by the Building Official.
 - j. *Demolition (basement and sewer) inspection.* A basement and sewer inspection shall be made prior to the filling of the excavation and/or final grading of the property.
 - k. *Final inspection.* A final inspection shall be made after all work under permit has been completed for the building, tenant space or demolition.
- E. *Other inspections.* In addition to the inspections specified in Subsection (D) of this Section, the Building Official may make or require other inspections of any construction or demolition work to ascertain compliance with the provisions of this Chapter or any other ordinances.
- F. *Building service equipment inspection.* The requirements of this Section shall not be considered to prohibit the operation of any building service equipment installed to replace existing building service equipment serving an occupied

portion of the building if a request for inspection of such building service equipment has been filed with the Building Official not more than forty-eight (48) hours after such replacement work is completed, and before any portion of such building service equipment is concealed by any permanent portion of the building.

G. *Periodic inspections.*

1. *Elevators.* All elevator equipment, vertical and inclined, shall be inspected as required by state law, by persons authorized to make periodic inspections and tests.
2. *Existing commercial buildings or spaces.*
 - a. *Generally.* All new and existing commercial buildings or spaces shall be inspected for structural adequacy, occupancy use, building service equipment, etc, at least once every five (5) years. A report of the findings of such inspection shall verify the conditions found on each occasion. The report shall state that, in the opinion of the Building Official or an authorized agent, the commercial building or space is safe and in such condition that it is in Code compliance for which it was originally designed with any repairs or modifications, or what areas require repair before such certification can be given.
 - b. *Issuance of certificate of inspection.* Where the inspection indicates that the commercial building or space is in a safe operating condition, and, in the case of a new installation, conforms to this Chapter and this Article, a certificate of inspection shall be issued to the owner or the owner's agent. Such certificate shall be maintained in an appropriate location.
 - c. *Revocation of certificate of inspection.* Any certificate issued may be revoked if it is determined that the commercial building or space is not in compliance with this Chapter, and/ or the owner or owner's agent has taken no action to correct or abate any violation(s) when notified by the Building Official.

SECTION 500.105: - SPECIAL INSPECTIONS

When required by the Building Official, and in addition to the inspections required by Section 500.100, of the City Code, the owner or the engineer or architect of record acting as the owner's agent shall employ one or more special inspectors who shall provide inspections during construction on the types of work listed in Chapter 17 of the *International Building Code*. All special inspection activities shall be in accordance with the policies established by the Building Official.

SECTION 500.110: - CERTIFICATE OF OCCUPANCY

- A. *Required.* No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building, structure or portion shall be made, until the Building Official has issued a certificate of occupancy as provided in this Section. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this Chapter or of

any other ordinances. Certificates presuming to give authority to violate or cancel the provisions of this Chapter or any other ordinances shall not be valid.

- B. *Change in use.* Changes in the use of a building shall not be made except as specified in the *International Existing Building Code*, and the City's Unified Development Code.
- C. *Issuance; contents.* It shall be the responsibility of the permit holder to request a final inspection and to apply for a certificate of occupancy when required. The permit holder shall be excused from this responsibility only if the owner of property has applied for and secured a certificate of occupancy. After the Building Official or an authorized representative inspects the building or structure and finds no violations of the provisions of this Chapter or other laws which are enforced by the City, the Building Official shall issue a certificate of occupancy, which shall contain the following:
 - 1. The building permit number.
 - 2. The address of the structure.
 - 3. A description of that portion of the structure for which the certificate is issued.
 - 4. A statement that the described portion of the structure has been inspected for compliance with the requirements of this Chapter for the occupancy and the use for which the proposed occupancy is classified.
 - 5. The name of the Building Official.
 - 6. The edition of the Code under which the permit was issued.
 - 7. The use and occupancy, in accordance with the provisions of Chapter 3 of the *International Building Code*.
 - 8. The type of construction as defined in Chapter 6 of the *International Building Code*.
 - 9. Any special stipulations and conditions of the building permit.
 - 10. Whether an automatic sprinkler system is provided throughout the building.
- D. *Temporary certificate of occupancy in commercial construction.* If the Building Official finds that no substantial hazard will result from occupancy of any building or portion before the building is completed, a temporary certificate of occupancy may be issued for the use of a portion of a building or structure prior to the completion of the entire building or structure.
- E. *Temporary certificate of occupancy in residential construction.* The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided the following conditions have been met:
 - 1. Such portion or portions of work covered by the permit shall be occupied safely.

2. The owner, licensed building or general contractor shall pay a one thousand dollar (\$1,000.00) bond that shall be refundable upon issuance of a permanent certificate of occupancy.
3. The Building Official determines in their professional opinion the work items to be completed are of such a nature as to not create a situation that is of any danger to the public health, safety, or welfare.

The Building Official shall identify what work items must be completed in order for a permanent certificate of occupancy to be issued. All identified work items shall be completed within the time period established by the Building Official.

The Building Official shall set a time period of no more than one hundred twenty (120) days during which the temporary certificate of occupancy is valid. If all of the identified work items are not completed within the specified time period as established by the Building Official, the temporary certificate of occupancy becomes null and void; the owner, licensed builder or general contractor shall forfeit the one thousand dollar (\$1,000.00) bond and shall be subject to the violations and penalties in Subsection (F) and (G) below.

F. *Violations.* It shall be unlawful for:

1. A permit holder or building owner to permit occupancy of a structure before a certificate of occupancy is issued.
2. A permit holder or building owner to permit occupancy of any structure for which a temporary certificate of occupancy has been issued and the temporary certificate has expired.
3. Any person to occupy any structure for which a certificate of occupancy has not been issued.
4. Any person to occupy any structure for which a temporary certificate of occupancy has been issued and the temporary certificate has expired.

G. *Penalties.*

1. No building or owner shall allow any person or persons to occupy any newly constructed, remodeled dwelling or building prior to final inspection (certificate of occupancy) by the Building Official or authorized agent in the Building Department, which inspection shall be requested at least twenty-four (24) hours prior to the time of final inspection. Any violation of this Subsection shall incur a fine of one thousand dollars (\$1,000.00) against the offending party's next permit to build.
2. Should the same builder or owner be found guilty a second (2nd) time of the offense described above within a twelve (12) month period, a fine of two thousand dollars (\$2,000.00) against the offending party may be assessed to the builder's or owner's next permit to build.
3. Should the same builder or owner be found guilty a third (3rd) time of the offense described above within a twelve (12) month period, a fine of three thousand dollars (\$3,000.00) against the offending party may be assessed to the builder's or owner's next permit to build. Additionally, builder or

owner may be prohibited from obtaining a building permit within the City for a period of one (1) year from the date of the third (3rd) violation at the discretion of the Building Official. The builder or owner may appeal the Building Official's decision to Board of Appeals.

4. No further building permit(s) shall be issued in the City to a builder who violates this Section of the City Code by not obtaining the required certificate of occupancy. The builder is again eligible for further building permits when the structure is in compliance and issued a certificate of occupancy. A re-inspection fee shall be charged, minimum two (2) hour fee, to the builder of a structure which violates this Section of Code and desires an inspection after the structure is inhabited.
 5. In addition to the fines imposed by the City as outlined above, any person violating any provision of this Section shall be subject to the penalties of Section 500.070 of this Chapter.
- H. *Suspension or revocation.* The Building Official may, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this Chapter whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the building or structure or portion is in violation of any provisions of this Chapter, or other pertinent laws or ordinances within this Code. The holder of a suspended certificate of occupancy may request a hearing before the Board of Appeals, as established in Chapter 540 of the City Code, to consider the suspension or revocation of a certificate of occupancy.

SECTION 500.115: - PREFABRICATED CONSTRUCTION

A certificate of approval by an approved agency shall be furnished with every prefabricated assembly, except where all elements of the assembly are readily accessible to inspection at the site. Placement of prefabricated assemblies at the building site shall be inspected by the Building Official to determine compliance with this Chapter, and a final inspection shall be provided in accordance with Subsection 500.100(D)(2)(K) of this Chapter.

SECTIONS 500.120—500.150: - RESERVED

ARTICLE II. - INTERNATIONAL BUILDING CODE

SECTION 500.155: - ADOPTION OF THE INTERNATIONAL BUILDING CODE (2018)

- A. The *International Building Code (2018)*, promulgated by the International Code Council, is adopted and incorporated in this Article by reference as if fully set forth, except as it is amended by the following provisions of this Section. Provisions of this Article are in addition to the provisions of the *International Building Code*. The following provisions coinciding with provisions of the *International Building Code* supersede, or delete, when indicated, the

corresponding provisions of the *International Building Code*.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code are specifically adopted by reference in Articles II through XII of this Chapter, including the fire-resistive assemblies listed in the *Fire Resistance Design Manual, Twenty-first Edition, GA-600-18*, published by the Gypsum Association as referenced in Tables 721.1 (1 through 3) of the specified *International Building Code*; *American National Standard for Accessible and Useable Buildings and Facilities A117.1-2017*; *NFPA 13-2016 Installation of Sprinkler Systems*; *ASTM Standards* as referenced in the *International Building Code* and the *International Residential Code*; *American Institute of Steel Construction, latest Edition*; *American Concrete Institute for Structural Concrete and Commentary ACI 318 latest Edition*; the *NFPA 101- 2018 Life Safety Code*; *ICC/NSSA Standard for the Design and Construction of Storm Shelters, ICC 500-2014*; and the *NFPA 99 Health Care Facilities 2018 edition*.

B. The following Sections of the *International Building Code* are hereby revised or added:

Chapter 1, Administration, is deleted. See Article I of this Chapter.

423.4 Group E occupancies. In areas where the shelter design wind speed for tornados is 250 mph in accordance with Figure 304.2(1) of ICC 500, all Group E occupancies with an occupant load of 50 or more shall have a storm shelter constructed in accordance with ICC 500.

Exceptions:

1. Group E day care facilities.
2. Group E occupancies accessory to places of religious worship.
3. Group E occupancies that undergo alterations or additions where the cost of compliance with ICC 500 Section 702 is greater than 20% of the total project cost may omit the requirements of ICC 500 Section 702 only.
4. Buildings meeting the requirements for shelter design in ICC 500

SECTION 429

PHYSICAL SECURITY FOR DWELLING UNITS

429.1 Purpose. The purpose of this Section is to establish minimum standards that incorporate physical security to make dwelling units resistant to unlawful entry.

429.1.1 Scope. This Section shall apply to all exterior doors providing direct access into a dwelling unit, including garage walk-through doors, where the exterior door is accessible from grade.

Exceptions:

1. Vehicle access doors.
2. Storm or screen doors.
3. Garage and pantry access doors into the dwelling unit.

429.2 Doors. Doors shall comply with Sections 429.2.1 through 429.2.3.

429.2.1 Wood doors. Wood doors shall be of solid core construction such as high-density particleboard, solid wood, or wood block core with minimum nominal thickness of one and three fourths inches (1 $\frac{3}{4}$ ") at any point.

Exception: Solid wood panels shall be a minimum of one inch (1") thick. The tapered portion of the panel that inserts into the groove of the door shall be a minimum of one quarter inch ($\frac{1}{4}$ ") thick. The groove shall be a minimum of one-half inch ($\frac{1}{2}$ ") in depth.

429.2.2 Steel doors. Steel doors shall be a minimum nominal thickness of one and three fourths inches (1 $\frac{3}{4}$ ") and shall have a minimum skin thickness of 24 gauge.

429.2.3 Fiberglass doors. Fiberglass doors shall be a minimum nominal thickness of one and three fourths inches (1 $\frac{3}{4}$ ") and shall have a minimum skin thickness of one sixteenth inch (1/16").

429.3 Door frames. Door frames shall comply with Sections 426.3.1 through 426.3.4 and shall be installed in accordance with the manufacturer's installations. Door frames shall be installed prior to rough-in inspection.

429.3.1 Wall framing at door openings. Door frames shall be set in openings constructed with double studs on each side. Doors with sidelights shall have double stud construction on each side of the door and on each side of the sidelight(s). Horizontal blocking shall be placed between studs at the door lock height for three (3) stud spaces on each side of the door opening.

Exception: Installations provided with alternative reinforcing methods as approved by the Building Official where it is determined that such alternative methods are at least the equivalent of that prescribed with respect to strength and safety.

429.3.2 Wood frames. Door jambs shall be a minimum nominal thickness of three fourths inches ($\frac{3}{4}$ ") and shall be installed with solid backing in a manner so no void exists between the strike side of the jamb and the frame opening for a vertical distance of twelve inches (12") each side of the strike. Filler material shall consist of solid wood blocking.

Exception: Installations provided with alternative reinforcing methods as approved by the Building Official where it is determined that such alternative methods are at least the equivalent of that prescribed with respect to strength and safety.

429.3.3 Steel frames. Steel door frames shall be constructed of 18 gauge or heavier steel with reinforcement at the hinges and strikes. Steel frames shall be anchored to the wall in accordance with manufacturer's specifications.

429.3.4 Sliding doors. Sliding door assemblies shall be installed to prevent the removal of panels and the glazing from the exterior. Shims or screws shall be installed in the upper track of doors that slide on the bottom track or doors shall be provided with equivalent protection as approved by the Building Official.

429.4 Door hardware. Door hardware shall comply with Sections 429.4.1 through 429.4.6.

429.4.1 Hinges. Hinges for swinging doors shall comply with the following:

- (a) A minimum of three (3) four inch (4") hinges shall be installed on each swinging door.
- (b) Each hinge shall be attached to the frame with at least two (2) screws, not less than three inches (3") in length and penetrating at least one inch (1") into the nearest stud. Solid wood fillers or shims shall be used to eliminate any space between the wall structure and door frame behind each hinge.

Exception: Installations provided with alternative reinforcing methods as approved by the Building Official where it is determined that such alternative methods are at least the equivalent of that prescribed with respect to strength and safety.

- (c) Hinges for out-swinging doors shall be equipped with mechanical interlock to preclude the removal of the door from the exterior.

429.4.2 Locks. Swinging doors shall be provided with a single-cylinder deadbolt locking device (keyed on exterior only) with a minimum projection of one inch (1"). The deadbolt shall penetrate at least three-fourths inch ($\frac{3}{4}$ ") into the strike receiving the projected bolt. All deadbolts shall meet ANSI grade 2 specifications.

Exception: Doors with integral multi-point locking devices.

429.4.3 Strike plates. The deadbolt plate shall be a minimum of 18 gauge metal with four offset screw holes. The strike plate shall be attached to the door jamb with four screws not less than three (3") in length, and penetrating at least one inch (1") into the nearest stud.

Exception: Installations provided with alternative reinforcing methods as approved by the Building Official where it is determined that such alternative methods are at least the equivalent of that prescribed with respect to strength and safety.

429.4.4 Door edge protector. A metal L-shaped or U-shaped door edge protector shall be installed around the bolt projection of the deadbolt to protect the door's edge or equivalent as approved by the Building Official.

429.4.5 Double doors. The inactive leaf of a double swinging door shall be provided with flush bolts having an engagement of not less than one inch (1") into the head and threshold of the door frame.

429.4.6 Sliding doors. All sliding glass doors shall be equipped with a secondary locking device consisting of a metal pin, a surface mounted bolt assembly, or other equivalent device as approved by the Building Official. Where used, metal pins shall

be installed at the intersection of the inner and outer panels of the inside door and shall not penetrate the frame's exterior surface.

429.5 Entry vision and glazing. All main or front entry doors to dwelling units shall be arranged so that the occupant has a view of the area immediately outside the door without opening the door. The view may be provided by a door viewer having a field of view not less than 180 degrees or through windows or view ports.

429.6 Exterior lighting. In addition to the lighting outlet requirements of Article IV of this Chapter, exterior lighting shall be provided in accordance with this Section.

429.6.1 Front and street side exterior lighting. All doors shall be protected with a minimum of one lighting outlet providing a minimum of 60 watt lighting (or energy efficient equivalent).

429.6.2 Lighting protection. Lighting outlets required by this Section shall be located a minimum of eight feet (8') above grade or adjacent walking surface accessible from grade, or shall be of a type manufactured such that the light bulb is not readily accessible.

502.1 Address identification. New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where commercial buildings have tenants with multiple entrances located on different sides of the building, each door shall be addressed. Address characters shall be capable of being illuminated by an internal or external lighting source and maintained.

903.2.9.1 Repair garages. An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406, as shown:

1. Buildings having two (2) or more *stories above grade plane*, including basements, with a *fire area* containing a repair garage exceeding five thousand (5,000) square feet (464 m²).
2. Buildings not more than one (1) *story above grade plane*, with a *fire area* containing a repair garage exceeding five thousand (5,000) square feet (464 m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds five thousand (5,000) square feet (464 m²).

903.4.2 Alarms. One(1) all-weather horn/strobe shall be connected to every *automatic sprinkler system* on the exterior of the building above the fire department connection (FDC) or in an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm

system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required with Section 903.4.2.1.

903.4.2.1 Notification device. Where an *automatic sprinkler system* is installed in a building, audible and visible notification appliances shall be installed throughout the building as follows:

1. Audible notification appliances shall be audible at fifteen (15) dBa above sound pressure level throughout the building.
2. Visible notification appliances shall be in all public and common use areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.
3. Visible notification appliances may be eliminated in regularly unoccupied portions of buildings where approved by the Fire Code Official.

Exception: The requirements of this Section do not apply to Group R-3 occupancies.

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections (FDC) shall be approved by the Fire Code Official. Connections shall be a locking five (5) inch Storz with a thirty (30) degree elbow type fitting and located within one hundred (100) feet of a fire hydrant, or as approved by the Fire Code Official.

1004.9 Posting of occupant load. Every room or space that is an assembly occupancy shall have the occupant load of the room or space posted in a conspicuous place near the main exit or exit access doorway from the room or space for the intended configurations. At the main entrance to the building, the occupant load for the entire assembly use group shall be posted in a conspicuous place. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or the owner's authorized agent.

1511.3 Roof replacement. *Roof replacement* shall include the removal of all existing layers of roof coverings down to the roof deck.

Exceptions:

1. Where the existing roof assembly includes an ice barrier membrane that is adhered to the roof deck, the existing ice barrier membrane shall be permitted to remain in place and covered with an additional layer of ice barrier membrane in accordance with Section R905.
2. Complete and separate roofing systems, such as standing-seam metal roof panel systems, that are designed to transmit the roof loads directly to the building's structural system and that do not rely on existing roofs and roof coverings for support, shall not require the removal of existing roof coverings.
3. The application of a new protective roof coating over an existing protective roof coating, metal roof panel, built-up roof, spray polyurethane foam roofing

system, metal roof shingles, mineral-surfaced roll roofing, modified bitumen roofing or thermoset and thermoplastic single-ply roofing shall be permitted without tear off existing roof coverings.

1511.3.1 Roof recover, is deleted.

1511.3.1.1 Exceptions, is deleted.

1511.4 Roof recovering, is deleted.

SECTION 1612 FLOOD LOADS

See Unified Development Code, Chapter 460—Floodplain Protection

Chapter 32-ENCROACHMENTS INTO THE PUBLIC RIGHT-OF-WAY, is deleted.

SECTION 3303 DEMOLITION

3303.1 General. The work of demolition or moving of any building shall not commence until the structures required for protection of persons and property are in place. Such structures shall conform to the requirements as set forth in Chapter 33 of this Article.

The Building Official may require the permittee to submit plans and a complete schedule for demolition or moving work.

3303.2 Scope. In addition to the other requirements of this Article and the general ordinances, this Section shall govern the demolition and moving of buildings and structures. Any device or equipment such as scaffolds, ladders, derricks, hoists or similar items used in connection with demolition shall be constructed, installed and maintained and operated in accordance with the regulations governing the construction, installation and maintained and operated in accordance with the regulations governing the construction, installation, maintenance and operation of such device or equipment as specified in other portions of this Article.

3303.3 Loads. Structures or parts of structures, or any floor or temporary support, scaffolds, sidewalk barricade, bridge, device or equipment, shall not be loaded in excess of the safe carrying capacity.

3303.4 Warning signs. When required, demolition jobs shall be provided with danger signs which shall be conspicuously posted around the property.

3303.5 Lights. Between sunset and sunrise, adequate lights shall be provided to properly protect persons and property from hazards of pits, excavations, fences, barriers, equipment, building materials or rubbish in, upon or near a sidewalk or street.

3303.6 Dust. All material to be removed shall be wet sufficiently to lay the dust incidental to its removal.

3303.7 Rubbish and waste. All adjacent streets, alleys and other public ways and

places shall be kept free and clear of all rubbish, refuse and loose material resulting from the moving, demolition or demolition operations.

3303.8 Pedestrian protection. The work of demolishing any building shall not be commenced until pedestrian protection is in place as required by this Chapter. The Building Official may require that a fence be constructed on or around any demolition site, when deemed necessary to protect the public.

3303.9 Conditions of site. Upon completion of the removal of the building, structure or utility, all fencing, pedestrian protection and demolition debris and refuse of any kind shall be removed from the site. Excavations, basements or cellars may be filled with inorganic material; provided the top two feet (2') of fill shall be clean earth. The filling of such excavation may not be required when a building permit has been issued for a new building on a site and the construction is to start within forty-five (45) days after the completion of demolition or moving operations. The holder of the building permit shall provide such excavation with a temporary barricade protecting the excavation on all sides as specified by the Building Official. Temporary barricades may remain in position for a time not exceeding five days, after which a solid barricade shall be provided or the excavation filled.

3303.10 Temporary Erosion and Sediment Control. Erosion and sediment control measures shall be provided for disturbed areas (clearing, grading, excavating, filling, storing, or disposing of soil and earth materials) where an application has been submitted or an application is required to be submitted to the Building Official for a building permit. All erosion and sediment control measures shall comply with the adopted standards in Chapter 455 of the Unified Development Code.

Appendices: The following appendix Chapters are hereby adopted:

Appendix C - Group U - Agricultural Buildings

Appendix E - Supplemental Accessibility Requirements

Appendix H - Signs

H101.1 General. Provisions of this appendix are in addition to the provisions of Chapter 435, Signs, of the Unified Development Code.

A sign shall not be erected in a manner that would confuse or obstruct the view or interfere with exit signs required by Chapter 10 or with official traffic signs, signals or devices. Signs and sign support structures, together with their supports, braces, guys and anchors, shall be kept in repair and in proper state of preservation. The display surfaces of signs shall be kept neatly painted or posted at all times.

H101.2 Signs exempt from permits is deleted.

Appendix I - Patio Covers

Appendix J - Grading

J103 is deleted.

J105 is deleted.

702.2 ICC/NSSA Standard for the Design and Construction of Storm Shelters, ICC 500-2014 adopted by reference as part of Chapter 500 of this Code is amended and re-enacted as follows:

702.2 Sanitation facilities. Toilet and hand-washing facilities shall be located within the tornado shelter area and provided in the minimum number shown in Table 702.2.

Table 702.2

REQUIRED SANITATION FACILITIES, TORNADO SHELTERS

STORM SHELTER TYPE	TOILET FACILITIES ^a	HAND-WASHING FACILITIES
Residential, one-and two-family dwelling	Not required	Not Required
Residential, other	1	Not Required
Community (≤ 50 occupants)	1	Not Required
Community (≥ 50 occupants)	2 minimum and 1 per 500 occupants or portions of	1 per 1000 occupants

- a. Community spaces used exclusively as a storm shelter may reduce the minimum number of required toilet facilities to one (1).

SECTIONS 500.160—500.170: - RESERVED

ARTICLE III. - INTERNATIONAL RESIDENTIAL CODE

SECTION 500.175: - ADOPTION OF INTERNATIONAL RESIDENTIAL CODE (2018)

- A. The *International Residential Code (2018)*, promulgated by the International Code Council, is adopted and incorporated in this Article by reference as if fully set forth, except as it is amended by the following provisions of this Section.

Provisions of this Article are in addition to the provisions of the *International Residential Code*. The following provisions coinciding with provisions of the *International Residential Code* supersede, or delete, when indicated, the corresponding provisions of the *International Residential Code*.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code are specifically adopted by reference in Articles II through XII of this Chapter.

B. The following Sections of the *International Residential Code* are hereby revised or added:

Part I, Chapter I, Scope and Administration, is deleted. See Article I of this Chapter.

For temporary erosion and sediment control requirements see Unified Development Code (UDC) Section 455.

For temporary certificate of occupancies see Section 500.110 of Article I of this Chapter.

R202 DEFINITIONS. The following definitions have been revised or added (remainder of Section R202 un-amended)

BEDROOM; SLEEPING ROOM. Is any space, finished or not, meeting the minimum room area requirements of Section R304, primarily used for sleeping purposes and contains a closet for storage.

TOWNHOUSE. (or Row House) A single-family dwelling unit, in which each unit extends from foundation to roof and with a yard or public way on at least two sides, constructed:

In a group of three or more attached units; or,

In a group of two attached units where a property line exists between the units on the underlying parcels.

UNFINISHED BASEMENT. Portions or areas of a basement not intended or configured (framed) as habitable rooms and limited to storage areas and the like.

Table R301.2 (1)

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND SPEED ^d (mph)	SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM		
			Weathering ^a	Frost line depth ^b	Termite ^c

20 psf	115	A	Severe	36"	Moderate to Heavy
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WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARD ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
6°F	YES	See UDC Chapter 460	927°F days	55.5°

(See 2018 *International Residential Code* for footnotes)

Section Table R301.2(1), MANUAL J DESIGN CRITERIA, is deleted.

R309.1 Floor surface. Garage floor surfaces shall be of approved non-combustible material.

The area of floor used for parking of automobiles or other vehicles shall be sloped to facilitate the movement of liquids to a drain only if discharged to daylight, or toward the main vehicle entry doorway.

R309.2 Carports. Carports shall be open on at least two sides. Carport floor surfaces shall be of approved non-combustible material. Carports not open at least two sides shall be considered a garage and shall comply with the provisions of this Section for garages.

Exception: Asphalt surfaces shall be permitted at ground level in carports.

The area of floor used for parking of automobiles or other vehicles shall be sloped to facilitate the movement of liquids to a drain, if discharged to daylight, or toward the main vehicle entry doorway.

R310.1 Emergency escape and rescue required. No change in text

Exception 1 & 2; no change in text

Exception 3. Except where sleeping rooms are created, emergency escape and rescue openings need not be increased in existing basements undergoing interior finish renovation.

311.3.2 Floor elevations at other exterior doors. No change in text...

Exception: A top landing is not required where a stairway of not more than four (4) risers is located on the exterior side of the door, provided that the door does not swing over the stairway.

R313 AUTOMATIC FIRE SPRINKLER SYSTEMS. (Optional) A builder of a one- or two-family dwelling or townhouse shall offer to any purchaser on or before the time of entering into the purchase contract the option, at the purchaser's cost, to install or equip fire sprinklers in the dwelling or townhouse. The purchaser shall have the right to choose or decline to install a fire sprinkler system. This notification requirement is provided in accordance with, and shall expire in conjunction with, 67.281 RSMo.

315.2.2 Alterations and additions. When alterations or additions requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the individual dwelling unit shall be equipped with carbon monoxide alarms as required for new dwellings.

Exceptions: No change in text

319.1 Address identification. Building shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property, near a luminaire (light). Each number character shall not be less than four (4) inches and shall contrast with their background. Numbers shall not spelled out. Where required by the Building Official, address identification shall be provided in additional approved location to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. The assigned address number shall be clearly posted on the site as soon as work commences and shall remain in place and maintained until the building is removed from that site.

R322 Flood-Resistant Construction is deleted. See Chapter 460 of the Unified Development Code.

SECTION R328 PHYSICAL SECURITY

R328.1 Purpose. The purpose of this Section is to establish minimum standards that incorporate physical security to make dwelling units resistant to unlawful entry.

R328.1.1 Scope. This Section shall apply to all exterior doors providing direct access into a dwelling unit, including garage walk-through doors, where the exterior door is accessible from grade.

Exceptions:

1. Vehicle access doors.
2. Storm or screen doors.

3. Garage and pantry access doors into the dwelling unit.

R328.2 Doors. Doors shall comply with Sections R324.2.1 through R324.2.3.

R328.2.1 Wood doors. Wood doors shall be of solid core construction such as high-density particleboard, solid wood, or wood block core with minimum nominal thickness of one and three fourths inches ($1\frac{3}{4}$ ") at any point.

Exception: Solid wood panels shall be a minimum of one inch (1") thick. The tapered portion of the panel that inserts into the groove of the door shall be a minimum of one quarter inch ($\frac{1}{4}$ ") thick. The groove shall be a minimum of one-half inch ($\frac{1}{2}$ ") in depth.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code are specifically adopted by reference in Articles II through XI of this Chapter, Steel doors shall be a minimum nominal thickness of one and three fourths inches ($1\frac{3}{4}$ ") and shall have a minimum skin thickness of 24 gauge.

R328.2.3 Fiberglass doors. Fiberglass doors shall be a minimum nominal thickness of one and three fourths inches ($1\frac{3}{4}$ ") and shall have a minimum skin thickness of one sixteenth inch ($1/16$ ").

R328.3 Door frames. Door frames shall comply with Sections R328.3.1 through R328.3.4 and shall be installed in accordance with the manufacturer's installations. Door frames shall be installed prior to rough-in inspection.

R328.3.1 Wall framing at door openings. Door frames shall be set in openings constructed with double studs on each side. Doors with sidelights shall have double stud construction on each side of the door and on each side of the sidelight(s). Horizontal blocking shall be placed between studs at the door lock height for three (3) stud spaces on each side of the door opening.

Exception: Installations provided with alternative reinforcing methods as approved by the Building Official where it is determined that such alternative methods are at least the equivalent of that prescribed with respect to strength and safety.

R328.3.2 Wood frames. Door jambs shall be a minimum nominal thickness of three fourths inches ($\frac{3}{4}$ ") and shall be installed with solid backing in a manner so no void exists between the strike side of the jamb and the frame opening for a vertical distance of twelve inches (12") each side of the strike. Filler material shall consist of solid wood blocking.

Exception: Installations provided with alternative reinforcing methods as approved by the Building Official where it is determined that such alternative methods are at least the equivalent of that prescribed with respect to strength and safety.

R328.3.3 Steel frames. Steel door frames shall be constructed of eighteen (18) gauge or heavier steel with reinforcement at the hinges and strikes. Steel frames shall be anchored to the wall in accordance with manufacturer's specifications.

R328.3.4 Sliding doors. Sliding door assemblies shall be installed to prevent the removal of panels and the glazing from the exterior. Shims or screws shall be installed in the upper track of doors that slide on the bottom track or doors shall be provided with equivalent protection as approved by the Building Official.

R328.4 Door hardware. Door hardware shall comply with Sections R328.4.1 through R328.4.6.

R328.4.1 Hinges. Hinges for swinging doors shall comply with the following:

- (a) A minimum of three (3) four inch (4") hinges shall be installed each swinging door.
- (b) Each hinge shall be attached to the frame with at least two (2) screws, not less than three inches (3") in length and penetrating at least one inch (1") into the nearest stud. Solid wood fillers or shims shall be used to eliminate any space between the wall structure and door frame behind each hinge.

Exception: Installations provided with alternative reinforcing methods as approved by the Building Official where it is determined that such alternative methods are at least the equivalent of that prescribed with respect to strength and safety.

- (c) Hinges for out-swinging doors shall be equipped with mechanical interlock to preclude the removal of the door from the exterior.

R328.4.2 Locks. Swinging doors shall be provided with a single-cylinder deadbolt locking device (keyed on exterior only) with a minimum projection of one inch (1"). The deadbolt shall penetrate at least three-fourths inch ($\frac{3}{4}$ ") into the strike receiving the projected bolt. All deadbolts shall meet ANSI grade 2 specifications.

Exception: Doors with integral multi-point locking devices.

R328.4.3 Strike plates. The deadbolt plate shall be a minimum of 18 gauge metal with four offset screw holes. The strike plate shall be attached to the door jamb with four screws not less than three inches (3") in length, and penetrating at least one inch (1") into the nearest stud.

Exception: Installations provided with alternative reinforcing methods as approved by the Building Official where it is determined that such alternative methods are at least the equivalent of that prescribed with respect to strength and safety.

R328.4.4 Door edge protector. A metal L-shaped or U-shaped door edge protector shall be installed around the bolt projection of the deadbolt to protect the door's edge or equivalent as approved by the Building Official.

R328.4.5 Double doors. The inactive leaf of a double swinging door shall be provided with flush bolts having an engagement of not less than one inch (1") into the head and threshold of the door frame.

R328.4.6 Sliding doors. All sliding glass doors shall be equipped with a secondary locking device consisting of a metal pin, a surface mounted bolt assembly, or other equivalent device as approved by the building official. Where used, metal pins shall

be installed at the intersection of the inner and outer panels of the inside door and shall not penetrate the frame's exterior surface.

R328.5 Entry vision and glazing. All main or front entry doors to dwelling units shall be arranged so that the occupant has a view of the area immediately outside the door without opening the door. The view may be provided by a door viewer having a field of view not less than 180 degrees or through windows or view ports.

R328.6 Exterior lighting. In addition to the lighting outlet requirements of Article IV of this Chapter, exterior lighting shall be provided in accordance with this Section.

R328.6.1 Front and street side exterior lighting. All doors shall be protected with a minimum of one lighting outlet providing a minimum of sixty (60) watt lighting (or energy efficient equivalent).

R328.6.2 Lighting protection. Lighting outlets required by this Section shall be located a minimum of eight feet (8') above grade or adjacent walking surface accessible from grade, or shall be of a type manufactured such that the light bulb is not readily accessible.

R329 Moved Structures. Structures moved into or within the jurisdiction shall comply with Chapter 520, Moving of Buildings and Building Systems and the provisions of this Code for new structures.

R403.1.1 Minimum size, reinforcement, support and cover, and lap splices. The minimum width (W) and thickness (T) for concrete footings shall in accordance with Tables R403.1(1) through R403.1(3), Figure R403.1(1) with the following exceptions. The footing width shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. Footing projections (P) shall not be less than two (2) inches (51 mm) and shall not exceed the thickness of the footing. Footing thickness and projection for fireplaces shall be in accordance with Section R1001.2 The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.2, and Figures R403.1(2) and R403.1(3). Footings for precast foundations shall be in accordance with the details set forth in Section R403.4, Table R403.4, and Figures R403.4(1) and R403.4(2). Support and cover shall comply with R403.1.3.5.3. Lap splices shall comply with R403.1.3.5.4.

Exceptions:

1. 2-#4 continuous reinforcing bars, spaced not less than 6 inches, centered on the footing, shall be installed in monolithic slab-on-ground with turned-down footings, thickened slab-on-ground footings at bearing walls or braced wall lines, spread footings and footings with concrete stem and footing combined. If the footing width exceeds twenty (24) inches (609.6 mm) a third #4 bar shall be placed and all three bars equally spaced across the width of the footing with concrete cover satisfied.
2. #4 horizontal reinforcing bars shall be placed not more than 6 inches from the top and bottom of the stem wall and not more than eighteen (18) inches

(457.2 mm) on center between to and bottom reinforcing bars. Horizontal reinforcing bars shall be supported at not less than twenty-four (24) inches (609.6 mm), tied to vertical dowels or reinforcing bars or supported by form ties.

3. Stem walls shall be tied to footings with #4 vertical steel reinforcing dowels spaced not more than twenty-four (24) inches on center, extending not less than eighteen (18) inches (457.2 mm) into the stem wall; straight dowels shall be embedded not less than five (5) inches (127 mm) into the footing, dowels with standard hooks shall be embedded not less than three (3) inches (76.2 mm) into the footing.
4. An alternative structural design by a Registered Missouri Structural Engineer Professional.

R404.1.7 Backfill placement. Backfill shall not be placed against the wall until the wall has sufficient strength or has been sufficiently braced to prevent damage by the backfill.

Exception: Bracing is not required for wall supporting less than forty-eight (48) inches (1.219 m) of unbalanced backfill.

R404.4 Retaining walls. Retaining walls that are not laterally supported at the top and that retain in excess of forty eight (48) inches (1219 mm) of unbalanced fill, that support a surcharge, or are adjacent to a public right-of-way or retaining walls exceeding 24 inches (610 mm) in height that resist lateral loads in addition to soil, shall be designed in accordance with accepted engineering practice to ensure stability against overturning, sliding, excessive foundation pressure and water uplift. Retaining walls shall be designed for a safety factor of 1.5 against lateral sliding and overturning. This section shall not apply to foundation walls supporting buildings.

R405.1, Exception 2. A filter membrane is not required where the gravel or crushed stone drain extends at least eighteen inches (18") above the top of the footing, or where the perforated pipe is covered with at least eighteen inches (18") of washed gravel or crushed stone.

405.2.3 Drainage system. In other than Group I soils, a sealed or gasket sump shall be provided to drain the porous layer and footings. The sump shall be at least twenty four inches (24") (610 mm) in diameter or 20 inches square (0.0129m²), shall extend at least twenty four inches (24") (610 mm) below the bottom of the basement floor and shall be capable of positive gravity or mechanical drainage to remove any accumulated water. Sumps receiving storm water from any exposed exterior drain(s) or opening(s) shall be provided with back-up system(s) capable of ensuring proper operation in case of power failure. The drainage system shall discharge to an approved storm sewer system or daylight.

R506.2.5 Interior underslab drainage. Where foundations retain earth and enclose habitable or usable space(s) located below grade, drains shall be provided below the floor slab. Drainage tiles, perforated pipe or other approved systems or materials shall be installed at or below the areas(s) to be protected, around the

inner perimeter of the area(s) and shall discharge by positive gravity or mechanical drainage to an approved storm sewer system or daylight. Interior underslab drainage systems installed on non-compacted fill material shall be supported by mechanical means adequately tied into the concrete slab.

R507.9.2 Lateral connection, is deleted.

R704.1 Exterior Paint. In the event a latex paint is utilized on the exterior of the home, a 100% acrylic latex paint product shall be utilized and applied in accordance with the manufacturer's specifications.

R801.3 Roof drainage. All dwellings shall have a controlled method of water disposal from roofs that will collect and discharge roof drainage to the ground surface not less than three (3) feet (1 m) from foundation walls or to an approved drainage system.

R802.11.1 Uplift resistance. Roof assemblies shall have uplift resistance in accordance with Section R802.11.1.1 and R802.11.1.2. Ties, tiedowns, anchors or screws manufactured specifically to resist uplift, as indicated in the manufacturer's listing(s), literature or specification(s), minimum forty-eight (48) inches on center, is required.

908.3 Roof replacement. *Roof replacement* shall include the removal of all existing layers of roof coverings down to the roof deck.

Exceptions:

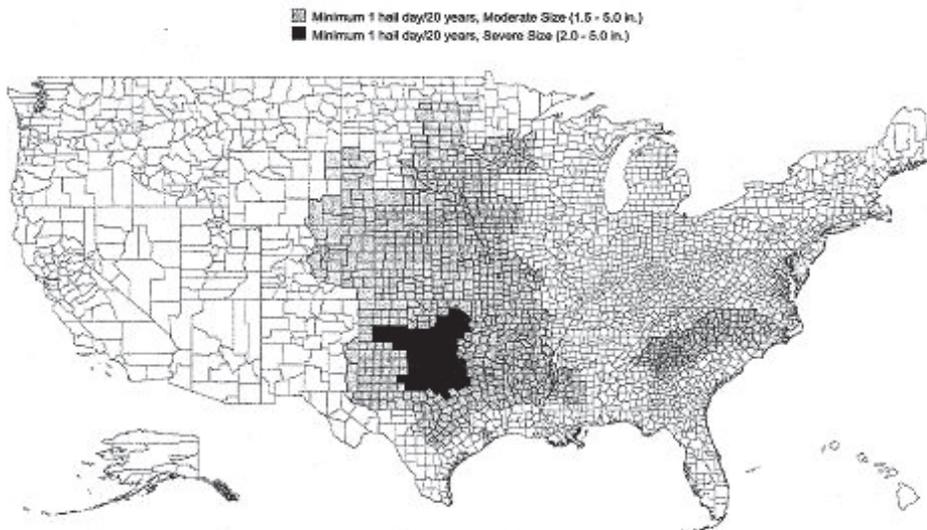
1. Where the existing roof assembly includes an ice barrier membrane that is adhered to the roof deck, the existing ice barrier membrane shall be permitted to remain in place and covered with an additional layer of ice barrier membrane in accordance with Section 905.
2. Complete and separate roofing systems, such as standing-seam metal roof panel systems, that are designed to transmit the roof loads directly to the building's structural system and that do not rely on existing roofs and roof coverings for support, shall not require the removal of existing roof coverings.
3. The application of a new protective roof coating over an existing protective roof coating, metal roof panel, built-up roof, spray polyurethane foam roofing system, metal roof shingles, mineral-surfaced roll roofing, modified bitumen roofing or thermoset and thermoplastic single-ply roofing shall be permitted without tear off existing roof coverings.
4. For asphalt shingles, when the building is located in an area subject to moderate or severe hail exposure according to Figure R908.5, a repair of five (5) percent or less of the total roof covering in any three (3) year period may utilize approved roofing materials comparable to the existing roofing materials.

R908.3.1 Roof recover, is deleted.

R908.3.1.1 Roof recover not allowed, is deleted.

R908.4 Roof recovering, is deleted.

Figure R908.3 Hail Exposure Map



Chapter 11, Energy Efficiency is deleted and replaced with the following:

One -and- two family dwellings shall comply with the *2009 International Energy Conservation Code* as amended. See Article IX in this Code.

Chapter 12, Mechanical Administration is deleted.

M1602.2, Prohibited Sources (Return Air), Item 4, Exception #2. Closets with a minimum floor area of seventy (70) square feet and minimum interior dimension of seven feet (7'), and that are conditioned by a source of air supply.

G2414.5.3 (403.5.3) Copper and brass tubing shall not be installed for the distribution of natural gas (CNG) or distribute any other fuel gas within a building or structure.

G2415.2.1 CSST Prohibited use. Corrugated Stainless Steel Tubing (CSST) shall not be used or connect appliance(s) in the following locations:

1. Outdoor appliances;
2. Underground or under slab on ground; or
3. On the building's exterior.

Exception: Where Corrugated Stainless Steel Tubing (CSST) is installed in conduit for protection.

G2415.2.1.2 Minimum size. Minimum size of CSST gas piping shall be one-half inch (1/2") or larger to connect any appliance.

G2417.4.1 (406.4.1) Test pressure. The test on all gas piping designed for two(2)

PSIG and less, shall not less than one and one-half times the proposed maximum working pressure, but not less than ten (10) PSIG (68.9kPa) irrespective of design pressure, with a twenty (20) minute duration. The test on all gas piping designed for greater than 2 PSIG (68.9kPa) shall be a minimum of twenty (20) PSIG with a one hundred twenty (120) minute duration. The measurement range of the test gauge shall be not less than sixty (60) PSIG and shall be readily visible for reading on the inside of the building.

G2417.4.2 Test duration, is deleted.

Chapter 25, Plumbing Administration, is deleted.

P2602.1.1. For the purpose of this Section, available means located in a public way or easement abutting the subject property and within three hundred (300) feet of the proposed building.

P2601.2.1 Prohibited connection to drainage system. Sanitary sewer system shall be designed, built and maintained in such a manner to prevent all storm or ground water from draining, discharging or entering into the sanitary sewer system. Connection of sump pumps, foundation drains, yard drains, gutter downspouts and any other storm drainage receptacles(s) or system(s) are specifically prohibited from being connected to the sanitary sewer system.

P2603.5.1 Sewer depth. Building sewers shall not be less than twelve (12) inches below grade.

2604.5 Inspection. Excavations required for the installation of a building drainage system shall be open trench work, kept open and identification side of piping facing up until the piping has been inspected and approved to cover, or as approved by the Building Official for repairs.

P2902.5.3 Lawn irrigation systems. Lawn irrigation systems shall comply with Article X of this Chapter.

P2903.3.1 Maximum pressure. An approved water-pressure reducing valve conforming to ASSE 1003 with strainer shall be installed on the domestic water branch main or riser at the connection to the water-service pipe to reduce the pressure in the building water distribution piping to not more than eighty (80) psi (552 kPa) static.

P2903.8.2 Minimum size. The minimum size of individual distribution lines shall be one half (1/2") inch (12.7 mm). Certain fixtures such as one-piece water closets and whirlpool bathtubs shall require a larger size where specified by the manufacturer. If a water heater is fed from one end of a cold water manifold, the manifold shall be one size larger than the water heater feed.

Exception: An individual distribution line that feeds a refrigerator, mechanical humidifier, or similar appliance that distribute minimal amount of water.

P3001.1.1 Private Sewage Disposal Systems shall comply with Title VII, Chapter

710, Section 710.150 of the City Code.

Table 3002.1 (2) UNDERGROUND BUILDING DRAINAGE AND VENT PIPE. Cellular core is deleted.

Table 3002.2 BUILDING SEWER PIPE. Cellular core and Vitrified clay pipe is deleted.

P3105.4 Floor drains. A floor drain (where used as such) need not be vented, provided it is within twenty five feet (25') of a three-inch (3") stack or horizontal drain which has at least a three-inch (3") diameter vent extension through the roof.

P3114.3 Where permitted. Vents may terminate to an air admittance valve under the following conditions:

- (1) For sinks located where there is no wall accessible from the sink location (ex: island sinks); or where access to the vent system would require notching or boring of studs in excess of the limitations of Section R602.6.
- (2) In existing construction, where the existing vent system is not accessible to the fixture location without the removal of finish materials or other existing construction.

P3302.1 Subsoil drains. Subsoil drains shall be open-jointed, horizontally split or perforated pipe conforming to one of the standards indicated in Table P3302.1. Such drains shall be not less than 4 inches (102 mm) in diameter. Subsoil drains shall discharge to a sump or approved location above ground. The subsoil sump shall not be required to have a vent. The sump and pumping system shall comply with Section P3303.

E3601.6.2 Service disconnect location. The service disconnecting means shall be installed at a readily accessible location either outside of the building or inside nearest the point of entrance of the service conductors. Service conductors ten (10) or more from the point of entry (electric meter) to the service panel, a separate means of disconnect shall be installed at the electric meter to the building or structure. Service disconnecting means shall not be installed in bathrooms, bedrooms, closets or within fifteen (15) feet measured along the wall(s) of an egress window in the basement. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.

Exceptions:

1. A service disconnecting means may be located in a bedroom or closer than fifteen (15) feet to an egress window in a basement, provided a separate means of disconnect is installed at the point of entry (electric meter).
2. An electrical service upgrade in an existing bedroom or basement near a required egress window, in an existing one-and-two family dwellings built before 2005 .

E3601.8 Residential service upgrades. All one-and-two family dwellings requiring an electrical service upgrade for renovation, room additions, fire or storm damage repair to an electrical system, the following improvement upgrades shall be

included:

1. GFI receptacles in kitchens and bathrooms;
2. Smoke and carbon monoxide detectors in accordance with Chapter 3 of this Code.
3. Any hazards or inferior wiring repaired or replaced.

E3602.1 Ampacity of ungrounded conductors. Ungrounded service conductors shall have an ampacity of not less than the load served. For one- and two- family dwellings, the ampacity of the ungrounded conductors shall not be less than two hundred (200) amperes, 3 wire. For all other installations, the ampacity of the ungrounded conductors shall be not less than sixty (60) amperes. [230.42(B), 230.79 (C) & (D)]

E3902.2 (Garage and accessory building receptacles), Exception. Receptacles permanently marked to indicate "[Type of equipment] Only—No GFCI Protection" for:

1. A dedicated single receptacle supplying only a garage door opener.
2. A dedicated single receptacle supplying only a refrigerator and/or freezer.

E3902.5 (Unfinished basement receptacles), Exception. Receptacles permanently marked to indicate "[Type of equipment] Only—No GFCI Protection" for:

1. A dedicated single receptacle supplying only a permanently installed fire alarm or burglar alarm system.
2. A dedicated single receptacle supplying only a sump pump.
3. A dedicated single receptacle supplying only a radon control fan.
4. A dedicated single receptacle supplying only a refrigerator and/or freezer.

3902.16 Arc-fault circuit-interrupter protection. All branch circuits that supply 120-volt, single-phase, 15- and 20-ampere outlets installed in bedrooms shall be protected by a combination type arc-fault circuit interrupter installed to provide protection of the entire branch circuit.

Part X, Appendices: The following appendix Chapters are hereby adopted:

Appendix A: Sizing and Capacities of Gas Piping

Appendix B: Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category 1 Appliances and Appliances Listed for Use with Type B Vents

Appendix C: Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems

Appendix E :Manufactured Housing Used as Dwellings

Section AE 101.1 General.

Section AE 101.1.1 Design. A manufactured home of residential design shall comply

with Section 420.010 (D) of the Unified Development Code.

Appendix F : Radon Control Methods

Appendix M: Home Day Care -- R-3 Occupancy

Appendix Q: Tiny Houses

AQ101.1 Scope. This appendix shall be applicable to tiny houses use as single dwelling units.

AQ101.2 Design. Tiny houses shall comply with Section 420.010 (C) 11 of the Unified Development Code except as otherwise stated in this appendix.

SECTIONS 500.180—500.190: - RESERVED

ARTICLE IV. - NATIONAL ELECTRICAL CODE

SECTION 500.195: - Adoption of the National Electrical Code (2017)

A. The *National Electrical Code (2017)*, promulgated as a standard of the National Fire Protection Association (NFPA) 70, is adopted and incorporated in this Article by reference as if fully set forth.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code shall be construed to be a reference to the respective building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code specifically adopted by reference in Articles II through XII of this Chapter.

B. The following Sections of the *National Electrical Code* are hereby revised or added:

Article 100 Definitions

Service Repair. The repair or replacement of a device or element of the service with a new device or element of the service, provided the repair or replacement material is of the same size or ampacity as the original.

Service Upgrade. Any service work that cannot be defined as a service repair.

210.12 (A) Dwelling Units. All 120-volt, single phase, 15- and 20-ampere branch circuits supplying outlets installed in dwelling unit bedrooms shall be protected by a listed arc-fault circuit interrupter, combination type, installed to provide protection of the branch circuit.

Exceptions 1, 2, & 3 remain unchanged.

225.39 Rating of Disconnect. No change in text

(A)No change in text

(B)No change in text

- (C) For one- and two- family dwellings the feeder disconnecting means for new construction, service upgrade or replacement shall be in accordance with the International Residential Code (IRC).
- (D) For multi-family dwellings, the feeder disconnecting means for new construction, service upgrade or replacement shall have a rating of not less than one hundred (100) amperes.
- (E) All others. For all other installations, the feeder or branch-circuit disconnecting means shall have a rating of not less than sixty (60) amperes.

Part VI. Service Equipment --- Disconnecting Means

230.70 (A) Location. The service disconnecting means shall not be installed in accordance with 230.70 (A) 1, (A) 2, and (A)3.

- (1) No change in text
- (2) Bathrooms, Closets and Bedrooms. Service disconnecting means shall not be installed in bathrooms, clothes closets or bedrooms.
- (3) No change in text

410.36 Means of Support.

(B) Suspended Ceilings. Framing members of suspended ceiling systems used to support luminaires shall be securely fastened to each other and shall be securely attached to the building structure at appropriate intervals. Luminaires shall be securely fastened to the ceiling framing member by mechanical means such as bolts, screws, or rivets. Listed clips identified for use with the type of ceiling member(s) and luminaire(s) shall also be permitted.

In addition, all commercial electrical projects, luminaire(s) two feet (2') by two feet (2') or larger in suspended ceilings shall be secured by minimum two 12 gauge approved wires at opposite corners of luminaire(s) to the building structure.

C. The following Sections are hereby added to the *National Electrical Code*:

SECTION 500.200: - AMENDMENTS

- A. Approved load rated outlet boxes must be installed in all living areas except hallways, bathrooms and kitchens.
- B. Circuits of all electrical wiring systems shall be in minimum flexible metal conduit (FMC) for all commercial electrical projects.

SECTIONS 500.205—500.215: - RESERVED

ARTICLE V. - INTERNATIONAL MECHANICAL CODE

SECTION 500.220: - ADOPTION OF INTERNATIONAL MECHANICAL CODE (2018)

- A. The *International Mechanical Code (2018)*, promulgated by the International

Code Council (ICC), is adopted and incorporated in this Article by reference as if fully set forth, except as it is amended by the following provisions of this Section. Provisions of this Article are to regulate all commercial projects.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code shall be construed to be a reference to the respective building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code specifically adopted by reference in Articles II through XII of this Chapter.

B. The following Section of the *International Mechanical Code* is hereby revised or added:

Chapter 1, Administration, is deleted.

401.2 Ventilation required. Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical means in accordance with Section 403. Ambulatory care facilities and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407.

502.14 Motor Vehicle Operation. No change in text

Exceptions: 1, 2 and 3, no change in text

4. Upon approval by the Building Official, an area of motor vehicle operation in an existing building, previously used as a motor vehicle operation area with no additional increase of space, a listed and labeled exhaust hose not greater than eight (8) feet in length may be substituted, provided the listed hose is connected to the vehicle while in operation and securely attached to a permanent opening through the exterior surface of the building.

506.3.2.5 Grease duct test. Prior to the use or concealment of any portion of a grease duct system, a leakage test shall be performed. Ducts shall be considered to be concealed where installed in shafts or covered by coatings or wraps that prevent the ductwork from being visually inspected on all sides. The permit holder shall be responsible to provide the necessary equipment and perform the grease duct leakage test.

A vacuum or air pressure test shall be performed to determine that all welded and brazed joints are liquid tight on the installed grease duct to a minimum of four (4) inches water column (995 pa, 0.144 psi). The test shall be witnessed by the Building Official or designated person for a period of not less than fifteen (15) minutes with no leakage. Test measurement shall be made with a digital manometer or pressure gauge connected to the test cover of the hood and duct connection. The measurement device shall be readily accessible for reading.

Appendix: The following Chapter of the appendix are hereby adopted:

Appendix A: Chimney Connector Pass-Throughs

SECTIONS 500.225—500.240: - RESERVED

ARTICLE VI. - INTERNATIONAL PLUMBING CODE

SECTION 500.245: - ADOPTION OF INTERNATIONAL PLUMBING CODE (2018)

A. The *International Plumbing Code (2018)*, promulgated by the International Code Council (ICC), is adopted and incorporated in this Article by reference as if fully set forth, except as it is amended by the following provisions of this Section. Provisions of this Article are to regulate all commercial projects.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code shall be construed to be a reference to the respective building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code specifically adopted by reference in Articles II through XII of this Chapter.

B. The following Sections of the *International Plumbing Code* are revised or added: Chapter 1, Administration, is deleted. See Article I of this Chapter.

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be installed not less than eighteen (18) inches below finished grade at the point of septic tank connection. Building sewers shall be installed not less than twelve (12) inches below grade.

403.2 Separate facilities. Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exceptions:

1. Separate facilities shall not be required for dwelling units and sleeping units.
2. Except for mercantile and business uses, occupancies which do not serve food or beverages to be consumed within the structure or tenant space, do not require separate facilities when the total occupant load, including both employees and customers, is forty-nine (49) or fewer.
3. Separate facilities shall not be required in mercantile occupancies in which the maximum occupant load is one hundred (100) or fewer.
4. Separate facilities shall not be required in business occupancies in which the maximum occupant load is twenty-five (25) or fewer.

410.4 Substitution. Where restaurants provide drinking water in a container free of charge, drinking fountains shall not be required in those restaurants. In all other occupancies where the occupant load is forty-nine (49) or fewer and drinking fountains are required, a bottled water dispenser or water cooler with a minimum two (2) gallon capacity may be substituted.

603.5.6 Protection from Lawn Sprinklers and Irrigation Systems. Lawn Sprinklers and Irrigation Systems listed in Article II, Chapter 705.230(C)(14) #14 shall comply with Article X of this Chapter.

604.8 Maximum pressure. An approved water-pressure reducing valve conforming to ASSE 1003 with strainer shall be installed on the domestic water branch main or riser at the connection to the water-service pipe to reduce the pressure in the building water distribution piping to not more than eighty (80) psi (552 kPa) static.

Exception: Service lines to sill cocks and outside hydrants, and main supply risers where pressure from the mains is reduced to 80 psi (522 kPa) or less at individual fixtures.

Table 702.2 UNDERGROUND BUILDING DRAINAGE AND VENT PIPE. Cellular core is deleted.

Table 702.3 BUILDING SEWER PIPE. Cellular core and Vitrified clay pipe is deleted.

918.3 Where permitted. The use of air-admittance valves shall not be permitted in new buildings or additions, unless otherwise approved by the Building Official.

Exception: Vents may terminate to an air admittance valve under the following conditions:

1. For sinks located where there is no wall accessible from the sink location (ex: island or peninsula sinks); or where access to the vent system would require notching or boring of studs in excess of the limitations of Article II, Chapter 23.
2. In existing construction, where the existing vent system is not accessible to the fixture location without the removal of finish materials or structural members.

1003.3.1 Grease interceptors and automatic grease removal devices required. A grease interceptor or automatic grease-removal device shall be required to receive the drainage from fixtures and equipment with grease-laden waste located in food preparation areas, such as in restaurants, hotel kitchens, hospitals, school kitchens, day care facilities of Group I-4 or E occupancies, bars, factory cafeterias and clubs. Fixtures and equipment shall include mop sinks, kitchen floor drains and sinks, culinary sinks, pot sinks, pre-rinse sinks; soup kettles or similar devices; wok stations; floor drains or sinks which kettles are drained; automatic hood wash units and dishwashers without pre-rinse sinks. Grease interceptors and automatic grease removal devices shall receive waste only from fixtures and equipment that allow fats, oils or grease to be discharged. Where lack of space or other constraints prevent the installation or replacement of a grease interceptor, one or more grease interceptors shall be permitted to be installed on or above the floor and upstream of an existing grease interceptor.

1003.3.1.2 Location. Each grease interceptor shall be so installed, connected and easily accessible for inspection, cleaning, and removal of the intercepted grease. A gravity grease interceptor shall not be installed in a building where food is handled.

Location of the grease interceptor shall meet the approval of the Building Official.

1003.3.1.2.1 Interceptors. Interceptors shall be placed as close as practical to the fixtures they serve.

1003.3.1.2.2 Business Establishment. Each business establishment for which a gravity grease or hydromechanical grease interceptor is required shall have an interceptor which shall serve that establishment.

1003.3.1.2.3 Access. Each gravity grease interceptor shall be located so as to be readily accessible to the equipment required for maintenance.

1003.3.3 Additives to grease interceptors. Dispensing systems that dispense interceptor performance additives to a grease interceptor shall not be installed. Systems that discharge emulsifiers, chemicals or enzymes to grease interceptors are prohibited.

1003.11 Sampling manhole. Where a grease interceptor or automatic grease removal device is required, a sampling manhole shall be installed to monitor the entire facility or individual tenant space as determined by Raymore Public Works.

1102.4 Building Storm Sewers. Building storm sewers shall be in accordance with the applicable standards referenced in 1102.4 for building sewer pipe and fittings, or the adopted Raymore Technical Specifications & Design Criteria for Utility and Street Construction, latest edition.

TABLE 1102.4 BUILDING STORM SEWER PIPE. Cellular core is deleted.

Section 1202.2 Medical gas piping installation. The installation of all medical gas piping shall be installed by a certified medical gas installer holding an unexpired 6010 National Inspection Testing & Certification (NITC), or an equivalent certification as approved by the Building Official.

Section 1202.3 Medical gas piping inspections. Inspections and the special final inspection of a medical gas system shall be inspected by a certified medical gas inspector holding an unexpired 6020 National Inspection Testing & Certification (NITC), or an equivalent certification as approved by the Building Official. All inspection reports shall be submitted to the Building Official before issuance of any Certificate of Occupancy.

Appendices: The following Chapters of the appendix are hereby adopted:

Appendix B: Rates of Rainfall for Various Cities

Appendix C: Structural Safety

Appendix D: Degree Day and Design Temperature

Appendix E: Sizing of Water Piping System

SECTIONS 500.250—Section 500.265: - RESERVED

ARTICLE VII. - INTERNATIONAL SWIMMING POOL, AND SPA CODE

SECTION 500.270: - Adoption of International Swimming Pool, and Spa Code (2018)

- A. The *International Swimming Pool, and Spa Code (2018)*, promulgated by the International Code Council (ICC), is adopted and incorporated in this Article by reference as if fully set forth, except as it is amended by the following provisions of this Section. Provisions of this Article are to regulate all commercial and residential projects.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code shall be construed to be a reference to the respective building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code specifically adopted by reference in Articles II through XII of this Chapter.

- B. The following Section of the *International Swimming Pool, and Spa Code* is hereby revised:

Chapter 1, Administration, is deleted. See Article I of this Chapter.

SECTION 500.275: - RESERVED

ARTICLE VIII. - INTERNATIONAL EXISTING BUILDING CODE; LIFE SAFETY CODE

SECTION 500.280: - ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE (2018) AND NFPA 101 LIFE SAFETY CODE (2018)

- A. The *International Existing Building Code (2018)*, promulgated by the International Code Council, and the *NFPA 101 Life Safety Code (2018)* promulgated by the National Fire Protection Association is adopted and incorporated in this Article by reference as if fully set forth, except as it is amended by the following provisions of this Section. Provisions of this Article are in addition to the provisions of the *International Existing Building Code* and the *NFPA 101 Life Safety Code*. The following provisions coinciding with provisions of the *International Existing Building Code* and the *NFPA 101 Life Safety Code* supersede, or delete, when indicated, the corresponding provisions of the *International Existing Building Code* and the *NFPA 101 Life Safety Code*.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code shall be construed to be a reference to the respective building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code specifically adopted by reference in Articles II through XII of this

Chapter.

B. The following Sections of the *International Existing Building Code* are hereby revised or added:

Chapter 1, Scope and Administration— This Chapter is deleted, except for the following Sections (see Article I of this Chapter):

Section 101.2— Scope

Section 101.3— Intent

In Section 202, the following definition has been revised:

Flood Hazard Area. See the Unified Development Code Chapter 460.

401.3 Flood hazard areas is deleted. See Article I of this Chapter.

502.3 Flood hazard areas is deleted. See Article I of this Chapter.

701.3 Flood hazard areas is deleted. See Article I of this Chapter.

705.3 Roof replacement. Roof replacement shall be in accordance with 1511.3 of the International Building Code.

705.3.1 Roof recover, is deleted.

705.3.1.1 Exceptions, is deleted.

705.4 Roof Recovering, is deleted.

904.1 Automatic Sprinkler Systems. Automatic sprinkler systems shall be provided in all work areas where required by the *International Building Code*.

1103.3 Flood hazard areas is deleted. See Article I of this Chapter.

1201.4 Flood hazard areas is deleted. See Article I of this Chapter.

Appendices: The following appendix is hereby adopted:

Appendix C: Guidelines for the Wind Retrofit of Existing Buildings

SECTIONS 500.285—500.295: - RESERVED

ARTICLE IX. - INTERNATIONAL ENERGY CONSERVATION CODE

SECTION 500.300: - ADOPTION OF INTERNATIONAL ENERGY CONSERVATION CODE (2009)

A. The *International Energy Conservation Code (2009)*, promulgated by the International Code Council, is adopted and incorporated in this Article by reference as if fully set forth, except as it is amended by the following provisions of this Section. Provisions of this Article are in addition to the

provisions of the *International Energy Conservation Code*. The following provisions coinciding with provisions of the *International Energy Conservation Code* supersede, or delete, when indicated, the corresponding provisions of the *International Energy Conservation Code*.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code shall be construed to be a reference to the respective building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code specifically adopted by reference in Articles II through XII of this Chapter.

B. The following Sections of the *International Energy Conservation Code* are hereby revised or added:

101.1 Title, is deleted.

Sections 103,104, 105, 107, 108 and 109 are deleted. See Article I of this Chapter.

402.1.1 Insulation and fenestration criteria. The building thermal envelope shall meet the requirements of Table 402.1.1.

Table 402.1.1

Insulation and Fenestration Requirements by Component^a

Climate Zone	Fenestration U-Factor^b	Skyli ght^b U-Factor	Glazed Fenestration SHGC^{b,e}	Ceiling R-Value	Wood Frame Wall R-Value	Mass Wall R-Valueⁱ	Floor R-Value	Basement^c R-Value	Slab^d R-Value & Depth	Crawl Space^c Wall R-Value
4 except Marine	0.35	0.55	0.40	49	15	5/10	19	10/13	10,2	10/13

(Footnotes unchanged)

402.2.1.1 Eave baffle. For air permeable insulation in attics, a baffle shall be installed adjacent to soffit and eave vents. Baffles shall maintain an opening equal or greater than the size of the vent. The baffle shall extend over the top of the attic insulation. The baffle shall be permitted to be any solid material.

403.4 Service hot water systems. Energy conservation measures for service hot water systems shall be in accordance with Sections 403.4.1 and 403.4.2.

403.4.1 Circulating hot water systems (Mandatory). Circulating hot water

systems shall be provided with an automatic or readily accessible manual switch that can turn off the hot-water circulating pump when the system is not in use.

403.4.2 Hot water pipe insulation (Prescriptive). Insulation for hot water pipe with a minimum thermal resistance (R-value) of R-3 shall be applied to the following:

1. Piping located outside the conditioned space.
2. Piping located under a floor slab.
3. Buried piping less than thirty-six (36) inches.

403.6 Equipment Sizing (Mandatory). Heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculations methodologies.

404.1 No change in text

Exception: Low-voltage lighting shall not be required to utilize high-efficiency lamps.

404.1.1 Lighting equipment (Mandatory). Fuel gas lighting systems shall not have continuously burning pilot lights.

502.2.4 Below-grade walls. The minimum thermal resistance (R-value) of the insulating material installed in, or continuously on, the below grade walls shall be R-7.5 continuous insulation (ci), and shall extend to a depth of ten (10) feet below the outside finished ground level, or to the level of the floor, whichever is less.

502.2.6 Slabs on grade. The minimum thermal resistance (R-value) of the insulation around the perimeter of unheated or heated slab-on-grade floors shall be R-10. The insulation shall be placed on the outside or on the inside of the foundation wall. The insulation shall extend downward from the top of the slab for a minimum of twenty-four (24) inches below grade, or downward to at least the bottom of the slab and then horizontally to the interior for the total distance of twenty-four (24) inches.

SECTION 500.305: - RESERVED

ARTICLE X. - LAWN SPRINKLER SYSTEMS AND CROSS-CONNECTION CODE

SECTION 500.310: - PURPOSE

Lawn Sprinkler Regulations

In addition to Chapter 700, Article II, Sections 705.180 through 705.270 of the City Code, this Article is to provide minimum requirements to safeguard the public safety, health and general welfare, insofar as they are affected by lawn sprinkler

and irrigation systems.

No lawn sprinkler or irrigation system shall be installed or maintained or shall be connected to any domestic water supply when such installation or connection provides a possibility of polluting such water supply or cross-connection between a distributing system of water that becomes contaminated by such lawn sprinkler or irrigation system unless there is provided a backflow prevention device approved for the potential hazard.

SECTION 500.315: - DEFINITIONS

As used in this Article, the following terms shall have the meaning set forth next to them.

Air Gap, Irrigation System. A complete physical separation between the free flowing discharge end of a potable water supply pipe and an open or non-pressure receiving vessel.

Atmospheric Vacuum Breaker. An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum.

Backflow Prevention, Irrigation System. The mechanical prevention of reverse flow, or water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

City right-of-way. Any land over which the City has a right to allow the public or the City's agents to pass. For purposes of this Article and the release and indemnity document specified hereunder, the definition of right-of-way set forth above shall apply whether the City's legal interest in the land is in fact a right-of-way, an easement, a license or a fee simple interest.

Cross-Connection. An actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

Double Check Valve. An assembly that is composed of two independently acting approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks.

Installer, Irrigation System. A person who actually connects an irrigation system to a private or public raw or potable water supply system.

Irrigation Plan. A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

Irrigation System. An assembly of component parts, including the backflow device

and all equipment downstream, that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system that is used on or by an agriculture operation.

Irrigation Zone. A subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographical features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

Lawn Sprinkler system. Any system, wholly or partly affixed or buried beneath the ground surface, by which domestic water is transported through pipes or hoses to sprinkler heads (above or below ground) designed to spray water over surrounding vegetation.

Major Maintenance, Alteration, Repair, or Service (Irrigation System). Any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

Pressure Vacuum Breaker. An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve.

Reclaimed Water. Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

Reduced Pressure Principle Backflow Prevention Assembly. An assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

Seed Bed Preparation. The preparation of topsoil for any seeding, sodding or planting. A seed bed shall consist of a minimum 4 inches of topsoil.

Static Water Pressure. The pressure of water when it is not moving.

Water Conservation, Irrigation System. The design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

SECTION 500.320: - PERMIT REQUIRED

No lawn sprinkler system shall be installed within the City until the owner of the land to be benefited by the system shall have first obtained a completed irrigation permit and submit an irrigation plan to the City.

Exceptions:

- (1) An irrigation system used on or by agriculture operation as defined by the Missouri Department of Natural Resources.
- (2) An irrigation system connected to a groundwater well used by a property owner for domestic use.

SECTION 500.325: - PERMIT APPLICATION; FEES

The process for obtaining a lawn and irrigation sprinkler permit is in Section 500.080 and 500.095 of this Chapter subject to the following restrictions:

- (1) The landowner shall complete an application for lawn sprinkler system permit generally in the forms available in the office of the Building Official.
- (2) The Building Official shall review the application to determine the following:
 - (a) That the application identifies all record owners of the property.
 - (b) That the proposed installation presents no threat to public safety.
 - (c) That the proposed installation presents no threat of damage to existing facilities of the City, the City's lessees or those to whom the City has granted easements or licenses.
 - (d) That if anyone other than the landowner proposes to install the system, then that person or firm is properly licensed under state law and local ordinances.

SECTION 500.330: - LIMITATIONS ON PERMITS

The granting of a permit pursuant to this Article shall create no easement, license or other right in the landowner, other than the limited permissive use of the City's right-of-way.

It shall be a condition of every permit that the landowner shall expressly release, indemnify and hold harmless the City, and its employees, agents, contractors, lessees, licensees and permittees on City's right-of-way, from any and all liability, claims, suits or demands, whatsoever, which they or others may now have or which may hereafter have arising out of the placement of sprinkler heads or related components in City right-of-way.

SECTION 500.335: - CONSTRUCTION AND OPERATION OF A LAWN AND LANDSCAPE IRRIGATION SYSTEM

The location of lines and sprinkler heads for a lawn and landscape irrigation system may be located within the City right-of-way or easement subject to the following conditions and prior approval of the City:

- (1) The owner of the lawn and landscape irrigation system is responsible for any maintenance or repair of the lawn and landscape irrigation system;

- (2) The owner of the lawn and landscaping irrigation system shall operate the same in a manner that does not cause damage to adjacent property or City infrastructure.

Prior to any seed, sod or landscaping being placed within the lawn and landscape irrigation system, there shall be proper seedbed preparation by the owner.

In accordance with Municipal Code Section 705.010, the Mayor may place an irrigation ban or other restrictions on the use of any lawn and irrigation system connected to the City water supply system.

SECTIONS 500.340—500.350: - RESERVED

ARTICLE XI. - INTERNATIONAL FIRE CODE

SECTION 500.355: - ADOPTION OF THE INTERNATIONAL FIRE CODE (2018)

- A. The *International Fire Code (2018)*, promulgated by the International Code Council, is adopted and incorporated in this Article by reference as if fully set forth, except as it is amended by the following provisions of this Section. Provisions of this Article are in addition to the provisions of the *International Fire Code*. The following provisions coinciding with provisions of the *International Fire Code* supersede, or delete, when indicated, the corresponding provisions of the *International Fire Code*.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code are specifically adopted by reference in Articles II through XII of this Chapter, including the fire-resistive assemblies listed in the *Fire Resistance Design Manual, Nineteenth Edition, GA-600-18*, published by the Gypsum Association as referenced in Tables 721.1 (1 through 3) of the specified *International Building Code; American National Standard for Accessible and Useful Buildings and Facilities A117.1-2017; NFPA 13-2016 Installation of Sprinkler Systems; ASTM Standards* as referenced in the *International Building Code* and the *International Residential Code; American Institute of Steel Construction, latest Edition; American Concrete Institute for Structural Concrete and Commentary ACI 318 latest Edition; the NFPA 101-2018 Life Safety Code; ICC/NSSA Standard for the Design and Construction of Storm Shelters, ICC 500-2014; and the NFPA 99 Health Care Facilities 2018 edition*.

- B. The following Chapters and Sections of the *2018 International Building Code* may also be enforced by the South Metropolitan Fire District:
 - (1) Detention and correctional facilities—Chapter 4, Section 408.
 - (2) Motion picture projection rooms—Chapter 4, Section 409.
 - (3) Aircraft-related occupancies—Chapter 4, Section 412.
 - (4) Fire-resistant materials and construction—Chapter 7, all Sections.
 - (5) Fire protection systems and fire alarm systems—Chapter 9, all Sections.

- (6) Egress, access and exit facilities and emergency escapes—Chapter 10, all Sections.
- (7) Chimneys, fireplaces and barbeques—Chapter 21 Sections 2111 through 2113.
- (8) Elevator and conveying systems—Chapter 30, all Sections.

C. The following Sections of the *International Fire Code* are hereby revised or added:

307.2 Permits required. A permit shall be obtained by the Fire Code Official prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pest or a bonfire. Application for such approval shall only be presented by and permit issued to the owner of the land upon which the fire is to be kindled.

307.4 Location. The location for open burning shall be not less than the State regulations in Mo DNR 10 CSR 10-6.045 unless conducted and approved by the Fire Code Official in accordance with Sections 307.4.1 through 307.4.3.

Exceptions, no change in text

307.4.1 Bonfires. A *bonfire* shall not be conducted within fifty (50) feet (15.24 m) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread with fifty (50) feet (15.24 m) of a structure shall be eliminated prior to ignition.

307.4.2 Recreational fires. *Recreational fires* shall not be conducted within twenty-five (25) feet (7.62 m) of a structure or combustible material. Conditions that could cause a fire to spread within twenty-five (25) feet (7.62 m) of a structure shall be eliminated prior to ignition.

307.4.3 Portable outdoor fireplaces. *Portable outdoor fireplaces* shall be used in accordance with the manufacturer's instructions and shall not be operated within fifteen (15) feet (4.572 m) of a structure or combustible material.

307.4.3 Exception, is deleted.

503.3 Marking. Where required by the Fire Code Official, approved signs, striping or markings shall be red paint with white letters that include the words NO PARKING OR STANDING---FIRE LANE and provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

505.1 Address identification. New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of 4 inches (102 mm) high with a

minimum stroke width of ½ inch (12.7 mm). Where commercial buildings have tenants with multiple entrances located on different sides of the building, each door shall be addressed. Address characters shall be capable of being illuminated by an internal or external lighting source and maintained.

507.5 Fire hydrants systems. Fire hydrants systems shall comply with Section 507.5.1 through 507.5.6.

507.5.1 Where required. Where a portion of the facility or building constructed or moved into or within the jurisdiction is more than three hundred (300) feet (91.44 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the Fire Code Official.

Exception: For Group R-2, R-3 and U occupancies, the distance requirement shall be five hundred (500) feet (152.4 m).

507.5.1 Exception 2, is deleted.

903.2.9.1 Repair garages. An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406, as shown:

1. Buildings having two (2) or more *stories above grade plane*, including basements, with a *fire area* containing a repair garage exceeding five thousand (5,000) square feet (464 m²).
2. Buildings not more than one (1) *story above grade plane*, with a *fire area* containing a repair garage exceeding five thousand (5,000) square feet (464 m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds five thousand (5,000) square feet (464 m²).

903.4.2 Alarms. One(1) all-weather horn/strobe shall be connected to every *automatic sprinkler system* on the exterior of the building above the fire department connection (FDC) or in an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required with Section 903.4.2.1.

903.4.2.1 Notification device. Where an *automatic sprinkler system* is installed in a building, audible and visible notification appliances shall be installed throughout the building as follows:

1. Audible notification appliances shall be audible at fifteen (15) dBa above sound pressure level throughout the building.
2. Visible notification appliances shall be in all public and common use

areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.

3. Visible notification appliances may be eliminated in regularly unoccupied portions of buildings where approved by the Fire Code Official.

Exception: The requirements of this Section do not apply to Group R-3 occupancies.

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections (FDC) shall be approved by the Fire Code Official. Connections shall be a locking five (5) inch Storz with a thirty (30) degree elbow type fitting and located within one hundred (100) feet of a fire hydrant, or as approved by the Fire Code Official.

1004.9 Posting of occupant load. Every room or space that is an assembly occupancy shall have the occupant load of the room or space posted in a conspicuous place near the main exit or exit access doorway from the room or space for the intended configurations. At the main entrance to the building, the occupant load for the entire assembly use group shall be posted in a conspicuous place. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or the owner's authorized agent.

1013.2 Low-level exit signs in Group A and R-1. Where exit signs are required in Group A with an occupant load of one hundred fifty (150) or more or Group R-1 occupancies by Section 1013.1, additional low-level exit signs shall be provided in all areas serving the exits in Group A or guestrooms in Group R-1 occupancies and shall comply with Section 1013.5.

The bottom of the sign shall be not less than ten (10) inches (254 mm) nor more than eighteen (18) inches (455 mm) above the floor level. The sign shall be flush mounted to the door or wall. Where mounted on the wall, the edge of the sign shall be within four (4) inches (102 mm) of the door frame on the latch side.

1013.6.3 Power source. Exit signs shall be illuminated at all times. To ensure continued illumination for a duration of not less than ninety (90) minutes in case of primary power loss, the sign illumination means shall be connected to an emergency power system provided from storage batteries, unit equipment or an on-site generator. The installation of the emergency power system shall be in accordance with Section 604. Group I-2 Condition 2 exit sign illumination shall not be provided by unit equipment batteries only.

Exception: For all occupancies other than Group I-1 and I-2, with an occupant load of 49 or less, an approved *self-luminous* or *photoluminescent* exit sign illumination type, in accordance with UL 924, that provide continuous illumination independent of external power sources for a duration of ninety (90) minutes, in case of primary power loss, are not required to be connected to an emergency electrical system.

Appendices: The following appendix Chapters are hereby adopted:

Appendix B: Fire-Flow Requirements for Buildings

Exception B105.1: One-and two- family dwellings, Group R3 and R4 and buildings and townhouses. Where a fire sprinkler is installed, the minimum fire-flow and flow duration requirements for one- and two- family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.2 and B105.1(2).

Appendix C: Fire Hydrant Locations and Distribution

Appendix D: Fire Apparatus Access Roads

SECTIONS 500.360—500.375: - RESERVED

ARTICLE XII. - INTERNATIONAL FUEL GAS CODE

SECTION 500.380: - ADOPTION OF INTERNATIONAL FUEL GAS CODE (2018)

A. The *International Fuel Gas Code (2018)*, promulgated by the International Code Council (ICC), is adopted and incorporated in this Article by reference as if fully set forth, except as it is amended by the following provisions of this Section. Provisions of this Article are to regulate all commercial projects.

All references within the model Codes to any building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code shall be construed to be a reference to the respective building, electrical, gas, mechanical, plumbing, sewage disposal, elevator, energy conservation, or existing building Code specifically adopted by reference in Articles II through XII of this Chapter.

B. The following Sections of the *International Plumbing Code* are revised or added: Chapter 1, Administration, is deleted. See Article I of this Chapter.

401.5 Identification. All gas piping shall be identified by a yellow background marked "Gas" in black letters. Identification shall in the form of a tag, stencil, or other permanent marking. Identification shall be clear and legible from the floor of the room or space where gas piping is located. Identification spacing of black steel pipe shall be at intervals of not more than fifteen (15) feet in concealed locations, twenty-five (25) feet in exposed locations, and not less than once in any room or space. Identification marking for all other piping shall be at intervals not exceeding five (5) feet and not less than once in any room or space.

403.4.3 Copper and copper alloy. Copper and brass tubing shall not be installed for the distribution of fuel gas.

403.4.4 Aluminum. Aluminum or aluminum alloy tubing shall not be installed for the distribution of fuel gas.

403.5.1 Steel tubing. Steel tubing shall not be installed for the distribution of compressed natural gas (CNG) or shall it distribute any other fuel gas within a building or structure.

403.5.3 Copper and copper alloy tubing. Copper and brass tubing shall not be

installed for the distribution of compressed natural gas (CNG) or shall it distribute any other fuel gas within a building or structure.

403.5.4 Aluminum tubing. Aluminum tubing shall not be installed for the distribution of compressed natural gas (CNG) or shall it distribute any other fuel gas within a building or structure.

406.4.1 Test pressure. The test on all gas piping designed for two(2) PSIG and less, shall not less than one and one-half times the proposed maximum working pressure, but not less than ten (10) PSIG (68.9kPa) irrespective of design pressure, with a twenty (20) minute duration. The test on all gas piping designed for greater than 2 PSIG (68.9kPa) shall be a minimum of twenty (20) PSIG with a one hundred twenty (120) minute duration. The measurement range of the test gauge shall be not less than sixty (60) PSIG and shall be readily visible for reading on the inside of the building.

406.4.2 Test duration, is deleted.

Appendices: The following appendix Chapters are hereby adopted:

Appendix A: Sizing and Capacities of Gas Piping

Appendix B: Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category 1 Appliances and Appliances Listed for Use with Type B Vents

Appendix C: Exit Terminals of Mechanical Draft and Direct-vent Venting Systems

Section 2. Effective Date. The effective date of approval of this Ordinance shall be January 1, 2020.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 9, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3514 - Johnston Lake, Community Assistance Program Amendment

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2019	December 2041

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: October 22, 2019
Action/Vote: 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

2016 CAP Agreement (Amended)

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In 2016, the Missouri Department of Conservation and the City of Raymore adopted the Community Assistance Program (CAP) agreement for Johnston Lake. This program maximizes the recreational value of Johnston Lake at Hawk Ridge Park and establishes a fisheries management plan which includes annual fish stocking, signs and enforcement of state fishing regulations.

The 2016 agreement included a cost-share for improvements at Hawk Ridge Park including an ADA fishing dock, fishing jetty, restroom and trail improvements. The projects have been completed.

Attached is an amended CAP agreement which outlines the responsibilities of both the Missouri Department of Conservation and the City of Raymore as it applies to the care of the newly constructed facilities and providing opportunities for recreational fishing to the public.

BILL 3514

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE COMMUNITY ASSISTANT PROGRAM AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION FOR JOHNSTON LAKE."

WHEREAS, the City and the Missouri Department of Conservation entered into a Community Assistance Program agreement in 2016 to manage and improve amenities near Johnston Lake at Hawk Ridge Park; and

WHEREAS, Staff has constructed new amenities at Hawk Ridge Park in cooperation with the Missouri Department of Conservation to provide recreational fishing to the general public; and

WHEREAS, the City and the Missouri Department of Conservation have amended the Community Assistance Program to include the new amenities and future management of Johnston Lake.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is directed to amend the 2016 Community Assistance Program agreement with the Missouri Department of Conservation.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

**AGREEMENT BETWEEN THE
CITY OF RAYMORE, MISSOURI
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this _____ day of _____, 20____, by and between CITY OF RAYMORE, MISSOURI (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns a tract of land in Cass County with a 12-acre lake known as Johnston Lake that is used by the City for general recreation and enjoyment of the outdoors, and is referred to here as the "Area" and is described in attached Exhibit A; and

WHEREAS, the City and Department entered into a Community Assistance Program Agreement on December 12, 2016 Agreement for the Area which is hereby superseded and replaced; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use,

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. **CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area's facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area's users and facilities.

- E. Give proper recognition to the Department and the Federal Aid in Sport Fish Restoration Program in all brochures, advertisements or other publications concerning the Area.
- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watershed of Johnston Lake to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.
- H. Defend, indemnify and hold harmless the Department, the Conservation Commission, the State of Missouri and their employees and agents from any claim or suit brought by any third party in connection with the Area managed or the facilities to be constructed under this Agreement to the extent allowed by law.
- I. Reimburse the Department for 50% of the annual cost of stocking trout for winter trout fishery at Johnston lake. The City will notify the Department in writing by May 1 if it will not be able to pay its 50% share for the upcoming winter. In the event of such notification, the winter trout fishery for the upcoming season will be cancelled.
- J. Comply with all federal and state laws, and local ordinances including (but not limited to) the Americans with Disabilities Act, applicable to the maintenance of facilities constructed under the December 12, 2016 Agreement. The City must meet and follow the terms and conditions found on Exhibit C since funding through the Federal Aid in Sport Fish Restoration was used.
- K. During the term of this Agreement, maintain in good working order and repair all facilities constructed pursuant to the December 12, 2016 Agreement.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lake.
- B. Provide periodic fish community surveys and analysis, and manage the fishery through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.
- E. Manage the winter trout fishery at Johnston Lake, contract for the trout to be

stocked, and pay 50% of the annual cost of stocking trout.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-two years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
- E. In the event of breach or default of this Agreement by the City or should this Agreement be terminated by the City for other than breach or default by the Department, the City shall reimburse the Department for that portion of the costs of improvements at the Area provided by the Department pursuant to the December 12, 2016 Agreement, minus the total amount actually expended by the City to maintain said Area as previously set out. In the event of breach or default of this Agreement by the Department prior to its expiration date, use without restriction of all improvements installed at the Area with Department funds pursuant to the December 12, 2016 Agreement shall revert to the City at no cost.
- F. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**MISSOURI DEPARTMENT OF
CONSERVATION**



FISHERIES DIVISION CHIEF *LUP*
PDC

Approved as to form:



General Counsel

CITY OF RAYMORE, MISSOURI

MAYOR

Attest:

City Clerk

ALTA OWNER'S POLICY (6/17/06)

Exhibit A
LEGAL DESCRIPTION

File Number: 208110125

A tract of land being situated in the Western Half of Section 9, Township 46, Range 32 in City of Raymore, Cass County, Missouri more particularly described as follows:
Commencing at a 5/8 inch bar with aluminum cap stamped LS-836 found at the Northwest corner of Section 9, Township 46, Range 32 in the City of Raymore, Cass County, Missouri; thence South 0 degrees 33 minutes 11 seconds West along the Western line of said Section 9, a distance of 1,319.70 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 9, said corner being the Point of Beginning; thence North 89 degrees 29 minutes 38 seconds East along the Northern line of the South Half of the Northwest Quarter of said Section 9, a distance of 2,528.26 feet to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 9; thence South 0 degrees 03 minutes 18 seconds East along the Eastern line of said Southeast Quarter of the Northwest Quarter, a distance of 1,327.09 feet to a 1/2 inch bar found at the Southeast corner of the Northwest Quarter of said Section 9; thence South 0 degrees 24 minutes 56 seconds West, along the Eastern line of the Western Half of said Section 9, a distance of 513.97 feet; thence South 89 degrees 29 minutes 38 seconds West, a distance of 1278.72 feet; thence North 13 degrees 20 minutes 30 seconds West, a distance of 161.86 feet; thence North 76 degrees 39 minutes 30 seconds East, a distance of 130.00 feet; thence North 13 degrees 20 minutes 30 seconds West along the Eastern line of REMINGTON, 4TH PLAT, a subdivision in Raymore, Cass County, Missouri, a distance of 180.00 feet; thence North 11 degrees 24 minutes 48 seconds West, a distance of 84.22 feet; thence North 4 degrees 13 minutes 36 seconds West, a distance of 83.06 feet; thence North 0 degrees 30 minutes 22 seconds West, a distance of 93.17 feet to the Northeast corner of REMINGTON, 4TH PLAT; thence North 00 degrees 08 minutes 35 seconds West, 85.66 feet; thence North 01 degrees 15 minutes 13 seconds East, 84.74 feet; thence North 02 degrees 42 minutes 29 seconds East, 84.84 feet; thence North 04 degrees 09 minutes 53 seconds East, 84.99 feet; thence North 85 degrees 06 minutes 22 seconds West, 190.00 feet; thence Southerly, on a curve to the left having a radius of 3,530.00 feet and an initial tangent bearing of South 04 degrees 53 minutes 38 seconds West, an arc distance of 10.92 feet; thence North 85 degrees 17 minutes 00 seconds West, 135.22 feet; thence North 00 degrees 30 minutes 22 seconds West, 6.65 feet; thence South 89 degrees 29 minutes 38 seconds West, 206.33 feet; thence South 70 degrees 45 minutes 22 seconds West, 148.93 feet; thence South 89 degrees 46 minutes 27 seconds West, 409.55 feet; thence North 00 degrees 33 minutes 11 seconds East, 29.29 feet; thence North 89 degrees 26 minutes 49 seconds West, 210.00 feet to the West line of said Northwest Quarter; thence North 0 degrees 33 minutes 11 seconds East along said western line, a distance of 866.68 feet to the Point of Beginning.

File No.: 208110125
0015CG MO

srd 11/21/2008

stewart
The Quality Connection
Page 2 of 2



FILE NUMBER 422601
OR BK 3177 PG 539
RECORDED 11/19/2008 01:37:00 PM
RECORDING FEE 30.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

CORPORATION WARRANTY DEED

(Corporation Conveying to a Corp/LLC/Partnership)

File Number: 208110125
Stewart Title of Kansas City, Inc.

THIS INDENTURE, made on November 17, 2008, by and between Raymore-58, Inc., a corporation duly organized under the laws of the State of Missouri of the County of Clay, State of Missouri, Grantor, and City of Raymore a Corporation, Grantee. Grantee's mailing address is: 100 Municipal Circle, Raymore, MO 64083

WITNESSETH, THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the said GRANTEE (the receipt of which is hereby acknowledged) does by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said GRANTEE, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:

SEE ATTACHED EXHIBIT A

Page 3

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its ~~President and attested by his~~ Secretary, ~~and the copy of this to be hereto attached~~, the day and year first above written.

Attest: STEWART TITLE
208110125

-/- Affiant(s)

CORPORATION WARRANTY DEED

(Corporation Conveying to a Corp/LLC/Partnership)

File Number: 208110125
Stewart Title of Kansas City, Inc.

THIS INDENTURE, made on November 17, 2008, by and between Raymore-58, Inc., a corporation duly organized under the laws of the State of Missouri of the County of Clay, State of Missouri, Grantor, and City of Raymore a Corporation, Grantee. Grantee's mailing address is: 100 Municipal Circle, Raymore, MO 64083

WITNESSETH, THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the said GRANTEE (the receipt of which is hereby acknowledged) does by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said GRANTEE, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:

SEE ATTACHED EXHIBIT A

Page 3

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its ~~President and attested by its~~ Secretary, ~~and the corporate seal to be hereon attached~~, the day and year first above written.

Attest:

STEWART TITLE
208110125

-/- Affiant(s)

Raymore-58, Inc.
By: [Signature]
Joe H Duffey, Secretary

STATE OF Missouri
COUNTY OF Clay

On this November 17, 2008, before me, The Undersigned, a Notary Public in and for said state, personally appeared Joe H Duffey, ~~President~~ Secretary of Raymore-58, Inc. known to me to be the person who executed the within Corporation Warranty Deed in behalf of said corporation and acknowledged to me that he/she executed the same as the free act and deed of said Corporation.

NO
* Secretary
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public:

My commission expires:

Lisa Oldman
Notary Public - Notary Seal
State Of Missouri
Commissioned For: Clay County
My Commission Expires: 9-18-09
Commission Number: 05429669

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 2) Clean and deodorize restrooms at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 4) Control grass on roads and parking areas and around traffic control barriers (if present).
- 5) Provide and install rock (rip rap), as needed, to maintain any protective rock slopes or banks in the vicinity of the provided facilities.
- 6) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 7) Provide the normal, routine maintenance of Area roads, parking lots, floating fishing dock, restrooms, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.

EXHIBIT C

NOTICE OF FEDERAL PARTICIPATION

The City agrees to the following terms and conditions if Federal Aid in Sport Fish Restoration are used to construct, develop or maintain the capital assets located on its property.

- 1) As a subrecipient of Federal funds the City must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for its own funds. In addition, the City's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by the project-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award (2 CFR 200.302 Financial Management).
- 2) Provide the Department with information as requested to allow the determination of risk related to both financials and performance. Allow the Department and auditors access to the records and financial statements of the project as necessary to make a risk assessment.
- 3) Meet and follow the requirements for subrecipients (2 CFR 200.331) which include having a DUNS identifier and be registered in SAM.gov in order to receive federal awards. Certify that the City is not suspended.
- 4) Must have effective control over, and accountability for, all funds, property, and other assets. The City must adequately safeguard all assets constructed with the federal funds and assure that they are used solely for authorized purposes.
- 5) The City must meet and address all requirements imposed by the Department, 50 CFR part 80 and 2 CFR part 200 so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
- 6) Verify that the City is audited as required by 2 CFR 200 Subpart F—Audit Requirements when it is expected that the City's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit Requirements.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 9, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3515 - Recreation Park Pond, Community Assistance Program Agreement

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2019	December 2044

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: October 22, 2019
Action/Vote: 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

CAP Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In 2019, Recreation Park Pond underwent several major improvements as part of the Capital Improvement Program.

Like Hawk Ridge Park, staff contacted the Missouri Department of Conservation include Recreation Park Pond in its Community Assistance Program(CAP). This program provides a management plan for staff and includes an annual fish stocking program.

Additional benefits include the enforcement of the State of Missouri and the Wildlife codes by Conservation Agents.

Staff is seeking approval to move forward with the 25-year Community Assistance Program of Recreation Park Pond between MDC and the City of Raymore.

BILL 3515

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO A COMMUNITY ASSISTANCE PROGRAM AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION FOR RECREATION PARK POND."

WHEREAS, the City recently completed improvements to the pond at Recreation Park, which provides additional fishing and outdoor enjoyment opportunities; and

WHEREAS, the Missouri Department of Conservation provides a Community Assistance Program to assist in the management of fishery resources, enforcement of rules and regulations and installation of signage; and

WHEREAS, the Park Board and City Council supports the MDC's mission to "protect and manage the fish, forest, and wildlife resources of the state; to facilitate and provide opportunity for all citizens to use, enjoy, and learn about these resources."

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is directed and authorized to enter a Community Assistance Program agreement with the Missouri Department of Conservation for Recreation Park Pond.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

**AGREEMENT BETWEEN THE
CITY OF RAYMORE, MISSOURI
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this _____ day of _____ 20____, by and between CITY OF RAYMORE, MISSOURI (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns a tract of land in Cass County with a 1-acre lake known as Recreation Park Pond that is used by the City for general recreation and enjoyment of the outdoors, and is referred to here as the "Area" and is described in attached Exhibit A; and

WHEREAS, the Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

- 1. CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area's facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area's users and facilities.
 - E. Give proper recognition to the Department in all brochures, advertisements or other publications concerning the Area.

- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Manage its property within the watershed of Recreation Park Pond to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.
- H. Defend, indemnify and hold harmless the Department, the Conservation Commission, the State of Missouri and their employees and agents from any claim or suit brought by any third party in connection with the Area managed or the facilities to be constructed under this Agreement to the extent allowed by law.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lake.
- B. Provide periodic fish community surveys and analysis, and manage the fishery through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this cooperative project.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.

E. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

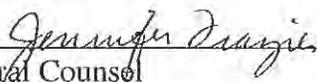
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**MISSOURI DEPARTMENT OF
CONSERVATION**



FISHERIES DIVISION CHIEF *RAC*
PAC

Approved as to form:



General Counsel

CITY OF RAYMORE, MISSOURI

MAYOR

Attest:

City Clerk

EXHIBIT A

QUITCLAIM DEED OF RELEASE

THIS QUITCLAIM DEED OF RELEASE, made as of April 30, 1997, by and between **FINOVA GOVERNMENT FINANCE, INC.**, a Delaware corporation (successor in interest to DOUGHERTY DAWKINS LEASE GROUP, INC.), as Grantor; and **THE CITY OF RAYMORE**, of the County of Cass, State of Missouri, as Grantee.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby quitclaim, release and convey to the Grantee, without warranty or representation of any kind, express or implied, all right, title and interest of the Grantor in and to the following described property located in the County of Cass, State of Missouri:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 46, RANGE 32, CASS COUNTY, MISSOURI, SUBJECT TO THAT PART THEREOF IN ROAD.

This conveyance is made subject to any and all easements, restrictions, reservations, covenants, encumbrances and other matters, if any, of record or otherwise affecting the property. Further this conveyance is specifically made to quitclaim and release any and all interest acquired by the Grantor by virtue of that certain Missouri Special Warranty Deed from the City of Raymore as Grantor to Dougherty Dawkins Lease Group, Inc. as Grantee dated July 9, 1986 and recorded May 1, 1986 at 1:41 p.m. in the Office of the Recorder of Deeds for Cass County, Missouri in Deed Book 952 at Page 68, which deed was intended to create a security interest only.

1578/116

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Provide routine cleaning of the boat ramp.
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 4) Pump privies when liquid levels reach 75% of pit capacity or before when conditions warrant, and to make minor repairs to Area privies as needed.
- 5) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 6) Control grass on roads and parking areas and around traffic control barriers (if present).
- 7) Provide and install rock (rip rap), as needed, to maintain any protective rockered slopes or banks in the vicinity of the provided facilities.
- 8) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 9) Provide the normal, routine maintenance of Area roads, parking lots, boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 9, 2019

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3504 Approving Extended & Amended Employment Agreement - City Manager

STRATEGIC PLAN GOAL/STRATEGY

4.1.3 and 4.2.1 Continual governance improvement and high quality workforce

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Employment Agreement.

REVIEWED BY:

JCJZME

BACKGROUND / JUSTIFICATION

This Bill approves the employment contract with Jim Feuerborn to continue serving as the City Manager.

The only changes from the original contract (as amended and extended from last year) include the following:

- (a) Base salary increased by \$9,590 to \$146,590,
- (b) All applicable dates for effectiveness and execution have been updated to 2019,
- (c) The term of the contract has been extended to September 1, 2021, and
- (d) The contract now includes terms for a cellular telephone allowance (according to city employee policies currently set at \$65.00 per month).

BILL 3504

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN EXTENDED AND AMENDED EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR SERVICE AS THE CITY MANAGER."

WHEREAS, Article V, Section 5.1 of the Raymore City Charter provides a City Manager is needed to carry out the orderly affairs of administration of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The Mayor is directed to enter into the Extended and Amended Employment Agreement with Jim Feuerborn as City Manager, which is attached as Exhibit A.

Section 2. The Mayor and City Clerk are hereby authorized to execute Exhibit A, the Extended & Amended Employment Agreement, on behalf of the City of Raymore.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

EXTENDED & AMENDED EMPLOYMENT AGREEMENT

THIS EXTENDED & AMENDED EMPLOYMENT AGREEMENT (Agreement), made and entered into this 23rd day of December, 2019, by and between the City of Raymore, of the State of Missouri, a Charter City and municipal corporation, hereinafter called "Employer" as a party of the first part and Jim Feuerborn, hereinafter called "Employee" as party of the second part, both of who understand as follows:

WITNESSETH:

WHEREAS, Employer desires to continue the employment services of said Jim Feuerborn as City Manager whose powers and duties are outlined in Article V, Section 5.2 of the City Charter and in Article V, Section 115.170-115.20 of the Municipal Code of the City of Raymore; and

WHEREAS, following the annual review required by Article V, Section 5.4 of the City Charter, Employer desires to amend and alter the compensation paid to said Jim Feuerborn for the continued services as City Manager until further amended or altered by mutual agreement of the Employer and the Employee or until expiration of the original term of the Employment Contract entered into and dated the 8th day of September, 2014, as amended and extended in subsequent years.

WHEREAS, it is the desire of the governing board of the Employer, hereinafter called "Council" to provide certain benefits, to establish certain conditions of employment, and to set the working conditions of said Employee; and

WHEREAS, Employee desires to accept the continued employment as City

Manager of said City of Raymore; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

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

SECTION 1. DUTIES

Employer agrees to continue to employ said Employee, Jim Feuerborn, as City Manager of the City of Raymore to perform the functions and duties specified in said Article V, Sections 5.1 through 5.4 of the Raymore City Charter and by Article V, Sections 115.170 through Section 115.240 of the Municipal Code of the City of Raymore and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

SECTION 2. TERM

A. Employer and Employee acknowledge that the City Manager shall be appointed, effective retroactively to September 1, 2019, for an indefinite term but it is the intent of both parties that Employee shall remain in the exclusive employment of Employer until September 1, 2021 and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as herein provided.

B. In the event written notice is not given by either party to this Agreement to the other a minimum of thirty (30) days prior to the termination date as hereinabove provided, this Agreement may be extended on the same terms and

conditions as herein provided, for additional one (1) year periods. Said Agreement shall continue thereafter for one (1) year periods unless either party hereto gives thirty (30) day written notice to the other party that the party does not wish to extend this Agreement. In the case where the Employer gives said notice, the provisions of Section 4, Paragraph A of this Agreement apply.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer's Council, to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 5 of this Agreement.

SECTION 3. SUSPENSION

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if:

- (1) a majority of the Council and Employee agree, or
- (2) after a public hearing a majority of the Council votes to suspend Employee, for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council member bringing such charges.

SECTION 4. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing

and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to four (4) months aggregate salary, benefits, and deferred compensation. Employee shall also be compensated for all earned sick leave, vacation, holidays, and other accrued benefits to date in accordance with the provisions governing accrual and payment thereof on termination of employment in the City Personnel Policy.

B. In the event the Employee is terminated for cause or for conviction, as defined by Section 312.01 of the Raymore Personnel Code then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

C. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, then Employee will be deemed to be "terminated" at the date of such reduction or such refusal to comply and shall be entitled to severance as described in Section 4, Paragraph A.

SECTION 5. RESIGNATION

In the event Employee voluntarily resigns his position with Employer before expiration of aforesaid term of his employment, then Employee shall give Employer one (1) month notice in advance, unless the parties agree otherwise.

SECTION 6. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his

duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4, Paragraph A.

SECTION 7. SALARY AND COMPENSATION

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary retroactively applied to November 1, 2019 of \$146,590.00, payable in installments at the same time as the other management employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual performance and salary review of said Employee that shall occur in October of each year. Any salary increase deemed appropriate by the Council shall go into effect at the same time and in the same manner as regular and management employees of the City.

In addition to the annual salary provided for above, Employee shall also receive as part of his compensation under this Agreement, a vehicle allowance for acquisition, maintenance, operation and continued support of Employee's vehicle in an amount of \$500.00 per month payable with the installments provided for the annual base salary.

In addition to the annual salary and the vehicle allowance provided above, Employee shall also receive as part of his compensation under this Agreement, a contribution from Employer equal to five percent (5%) of Employee's gross base salary to a deferred compensation plan maintained, managed and operated through

the International City/County Management Association Retirement Corporation (ICMA-RC).

In addition to the annual salary, the vehicle allowance and the deferred compensation plan, Employee shall also receive as part of his compensation under this Agreement, a cellular telephone allowance for acquisition, maintenance, operation and continued support of Employee's cellular telephone in an amount equal to \$65.00 per month (or such additional amount as may be approved and authorized by the Employer's policies for other employees) to be paid with the installments provided for the annual base salary.

SECTION 8. PERFORMANCE EVALUATION

A. The Mayor and Council shall review and evaluate the performance of the Employee at least once annually in November. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. The Mayor shall provide the Employee with a summary written statement of the findings and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.

B. Annually, the Council and Employee shall define such goals and performance objectives that they may determine necessary for the proper operation of Raymore and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

SECTION 9. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as he shall deem appropriate during said normal office hours.

SECTION 10. OUTSIDE ACTIVITIES

Employee shall not spend more than ten (10) hours per week in teaching, consulting or other non-Employer-connected business without the prior approval of the Council.

SECTION 11. VACATION LEAVE

A. Employee shall accrue and have credited to his personal account vacation leave at his current accrual rate with increases pursuant to the Raymore Personnel Policy.

SECTION 12. DISABILITY, HEALTH AND LIFE INSURANCE

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependent's *coverage* group insurance covering Employee and his dependents.

B. Employer agrees to purchase and to pay the required premiums on term life insurance policies equal in amount to the annual gross salary of Employee, with the beneficiary named by Employee.

C. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other employees of Employer or, in the event no such plan exists, to provide same for Employee.

D. Employer shall provide travel insurance for Employee while he is traveling on Employer's business, with Employee to name beneficiary thereof.

E. Employee agrees to submit once per calendar year to complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer, should the Employer so require.

SECTION 13. RETIREMENT

Employer agrees to execute all necessary agreements provided by Missouri Retirement Plan for State and Municipal Employees known as "LAGERS" and shall provide for Employee's continued participation in said LAGERS retirement plan and, in addition to the base salary paid by the Employer to Employee, Employee shall be entitled to his interest in the LAGERS retirement plan upon resignation or termination as provided by the City's policy regarding LAGERS and state statutes governing the LAGERS program. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

SECTION 14. DUES AND SUBSCRIPTIONS

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for his continued professional participation, growth and advancement, and

for the good of the Employer. (Examples would include but not necessarily be limited to ICMA, MCMA, Historical Society, Rotary, Optimist Club.)

SECTION 15. PROFESSIONAL DEVELOPMENT

A. Employee agrees to provide to Employer in advance of each fiscal year, a budget or request for the amount for such expenses for professional development as outlined herein and to participate in Employee's professional development. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the Employer.

SECTION 16. INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer will compromise and settle any such claim or suit and pay the

amount of any settlement or judgment rendered therein.

SECTION 17. BONDING

Employer shall bear the full cost of the bond required by City Code Section 115.200 in the amount of Twenty-Five Thousand Dollars (\$25,000.00) or in such other sum as may be required of Employee by any other law or ordinance.

SECTION 18. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor and Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Raymore charter or any other law.

B. All provisions of the Raymore charter and code, personnel policy, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment as provided in the Raymore Personnel Policy.

SECTION 19. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the

salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

SECTION 20. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: City of Raymore
100 Municipal Circle
Raymore, MO 64083

- (2) Employee: Jim Feuerborn
1215 Wiltshire Blvd.
Raymore, Missouri 64083

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 21. GENERAL PROVISIONS

A. The text herein shall constitute the entire Amended Employment Agreement between the parties.

B. This Amended Employment Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Amended Employment Agreement shall become effective commencing retroactively on the 1st day of November 2019.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement

shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Raymore has caused this Extended & Amended Employment Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

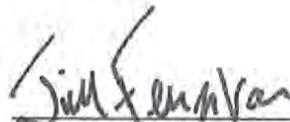
Kristopher P. Turnbow, Mayor

Date of Signature

"Employer"

ATTEST:

Jean Woerner, City Clerk



Jim Feuerborn

12.9.2019

Date of Signature

"Employee"

APPROVED AS TO FORM:

Jonathan S. Zerr, City Attorney



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 9, 2019

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3505 - Award of Contract - City Attorney - Kapke & Willerth/Jonathan Zerr

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.3 - Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To:	Kapke & Willerth, LLC
Amount of Request/Contract:	Fee Schedule (\$200/hour)
Amount Budgeted:	N/A
Funding Source/Account#:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 1, 2020	January 31, 2022

STAFF RECOMMENDATION

Recommend award of contract extension to Kapke & Willerth, LLC

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A
Date:	N/A
Action/Vote:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement
Fee Schedule

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Charter provides that the Mayor will appoint a city attorney with the advise and consent of the City Council.

Four years ago, following a Request for Qualifications process and interviews, the Mayor and City Council chose the firm of Kapke & Willerth, LLC to serve, with Jonathan Zerr designated as the City Attorney. Before that time, Mr. Zerr had been the attorney serving the staff role to the Planning and Zoning Commission since 2004.

In 2017, and again in November 2019, the Council reviewed Mr. Zerr's service and expressed their desire to have a formal contract brought before them to re-appoint Kapke & Willerth and Mr. Zerr as City Attorney for the two-year period from February 1, 2020 through January 31, 2022.

BILL 3505

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPOINTING KAPKE & WILLERTH LLC AS THE CITY ATTORNEY AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES."

WHEREAS, Section 3.10 (a) of the City Charter provides that the City shall retain the services of an attorney or law firm to serve as City Attorney appointed by the Mayor with the advice and consent of six (6) out of eight (8) members of the entire Council; and

WHEREAS, the current term of the City Attorney will expire January 31, 2020; and

WHEREAS, the Mayor and Council at its work session on October 28, 2019, expressed their desire to continue to use the Kapke & Willerth law firm as the City Attorney.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The Agreement is approved and the City Manager is directed to enter into the Agreement with Kapke & Willerth LLC, attached as Exhibit A.

Section 2. The City Manager and the City Clerk are directed to execute the Agreement for and on behalf of the City of Raymore.

Section 3. The Mayor, the City Clerk and the City Manager are directed to take the necessary steps under the Agreement to implement its terms.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

CONTRACT FOR PROFESSIONAL SERVICES

CITY ATTORNEY

Agreement made this _____, 2019 between Kapke & Willerth L.L.C., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 3304 NE Ralph Powell Rd., Lee's Summit, Missouri 64064, hereafter referred to as the **Attorney/Firm**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 1, 2020 and coincidental with the City Manager's signature and attestation by the City Clerk herein and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Attorney/Firm agrees to perform all work and provide all deliverables as specified in and according to the Scope of Services in Appendix A and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Attorney/Firm agrees to provide professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth including termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and the City Manager's signature and attestation by the City Clerk herein. The City desires to enter into a two-year contract for services.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Attorney/Firm according to fee schedule attached with no fee increases for the two-year term of the contract.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Attorney/Firm for the completed work as follows:

The Attorney/Firm shall provide the City with monthly billings. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Attorney/Firm's work. The City will be the sole judge as to the sufficiency of the work performed.

Payment shall be made upon receipt of invoices presented as outlined in Appendix B.

ARTICLE V RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Attorney/Firm may rely.

The Attorney/Firm's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Attorney/Firm), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Attorney/Firm. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Attorney/Firm shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Attorney/Firm agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract.

Attorney/Firm agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment and fair labor standards.

Attorney/Firm also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VI TERMINATION OF AGREEMENT

With Cause - If Attorney/Firm fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Attorney/Firm to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Attorney/Firm fails to correct any default after notification of such defaults, the City shall have

the right to immediately terminate this agreement by giving the Attorney/Firm ten (10) days written notice.

Without Cause - The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Attorney/Firm at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VII ARBITRATION

In case of a dispute, the Attorney/Firm and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both parties prior to being undertaken.

ARTICLE VIII AFFIDAVIT OF WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Attorney/Firm must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security - Verification Division.

ARTICLE IX ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Attorney/Firm agrees that it has not relied upon any representations of Attorney/Firm as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
James Feuerborn, City Manager

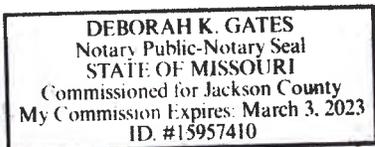
Attest: _____
Jean Woerner, City Clerk

KAPKE & WILLERTH, LLC

By: _____
Jonathan S. Zerr, Partner

Attest: Deborah K. Gates
Deborah K. Gates, Notary Public

My Commission Expires:



Appendix A Scope of Services

The City Attorney will be required to provide general municipal counsel, basic legal services, and advice on special projects. The City requests one attorney be designated as the point of contact or lead attorney. Accessibility to and a timely response from the attorney is essential to the position.

The City Attorney shall represent the City in all legal matters in which the City is a part of or interested in or in which any of its officers are parties in their official capacity. The level of involvement of the individual or firm will be defined by the City Manager or the Mayor and/or City Council.

- Attend all City Council meetings and attend other meetings as assigned by the Mayor, City Council, or City Manager.
- Serve as legal advisor to and counsel for the City Mayor, Council, Special Committees, Boards/Commissions, Department Heads and City employees engaged in City business when authorized by the Mayor or City Manager.
- Provide guidance on personnel matters, including employee disciplinary, termination and grievance matters.
- Draft, review or present all agreements, bonds, contracts, ordinances, resolutions, staff reports, and other written instruments pertinent to City functions or that will be considered by the City Council or the City Manager and provide a legal opinion as to the consequences of such documents.
- Have experience in land use rights in Missouri and the ability to draft, review, and present legal documents relative to acquisitions, easements, variances, rights-of-way, and other land uses to include property acquisition, annexation and zoning.
- Conduct appropriate research and provide legal opinions on a variety of topics as may be requested.
- Must be familiar with State Statutes, City Charter, City Code, Unified Development Plan, the Growth Management Plan and Roberts Rules of Order and be prepared to advise the Council on any matters relating to compliance with the same.
- City attorney and or firm will be required to attend at a minimum all regular City Council meetings, Planning and Zoning Commission and Board of Zoning appeals meetings. Additional attendance at occasional work sessions and special meetings may be required.
- Prepare correspondence and other legal documents on behalf of the City as directed.
- Provide legal updates, bulletins and training to City staff as needed or as changes in the law require.

Appendix B General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Attorney/Firm shall be subject to the general control and approval of the City Manager in consultation with the Mayor and Council or their authorized representative(s). The Attorney/Firm shall not comply with requests and/or orders issued by any other person. The City Manager will designate his/her authorized representatives in writing. Both the City of Raymore and the Attorney/Firm must approve any changes to the contract in writing.

B. *Contract Period*

The work shall begin upon Council approval and the City Manager's signature and attestation by the City Clerk herein. This contract is for a two- year period.

C. *Hold Harmless Clause*

The Attorney/Firm shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Attorney/Firm or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

D. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

E. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Attorney/Firm shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Attorney/Firm; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Attorney/Firm, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Attorney/Firm will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub Attorney/Firm or vendor used by the Attorney/Firm.

F. Invoicing and Payment

The Attorney/Firm shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

G. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Attorney/Firm. Any contract cancellation notice shall not relieve the Attorney/Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. Contractual Disputes

The Attorney/Firm shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Attorney/Firm within thirty (30) days of receipt of the claim.

City decision shall be final unless the Attorney/Firm appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

I. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

J. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

K. Drug/Crime Free Workplace

The Attorney/Firm acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes); and
3. Any crimes committed while on City property.

The Attorney/Firm further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

L. No Escalation of Fees

The pricing of services contained in the contract for the selected Attorney/Firm shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

M. Rejection of Qualifications

The City reserves the right to reject any and all qualifications, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

N. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the Attorney/Firm must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security - Verification Division.

AFFIDAVIT

(as required by Section 285.530 Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Jonathan S. Zerr, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Jonathan S. Zerr

Company: KAPKE & WILLERTH, LLC

Address: 3304 N.E. Ralph Powell Road, Lee's Summit, MO 64064

1. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
2. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore.
3. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
4. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services,

KAPKE & WILLERTH, LLC

Company Name



Signature

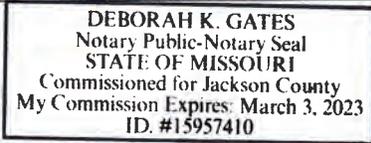
Name: Jonathan S. Zerr

Title: Attorney-Partner

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public: Deborah K. Gates



My Commission Expires: _____

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division,

KAPKE & WILLERTH L.L.C.
ATTORNEYS AT LAW

GEORGE E. KAPKE
JOE F. WILLERTH
JONATHAN S. ZERR*
G. EDWARD (TED) KAPKE, JR.*
ZACHARY L. ENTERLINE
MICHAEL J. FLEMING*

3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064
(816) 461-3800
Fax (816) 254-8014
www.kapke-willertth.com

*ALSO ADMITTED IN KANSAS

November 11, 2019

City of Raymore
Attn: Jim Feuerborn, City Manager
100 Municipal Circle
Raymore, MO 64083

RE: City Attorney
Contract for Professional Services
2020-2022 FEE SCHEDULE

Dear Sir:

Pursuant to the extension of the contract for City Attorney services provided by the Kapke & Willerth law firm, we would propose the following billing rates for work done on behalf of the City of Raymore, Missouri for the period covering February 1, 2020 to January 31, 2022.

Jonathan S. Zerr	\$200.00 per hour
George E. Kapke	\$200.00 per hour
George E. Kapke, Jr.	\$200.00 per hour
Joe F. Willerth	\$200.00 per hour
Michael E. Fleming	\$200.00 per hour
Zachary Enterline	\$150.00 per hour

These rates will not be changed without the mutual written agreement of our firm and the City.

Very truly yours,

KAPKE & WILLERTH, LLC



Jonathan S. Zerr

JSZ:



Welcome
Jonathan Zerr

≡ MENU

Company Information

Company Name

Kapke & Willerth

Company ID Number

925766

Doing Business As (DBA) Name

--

DUNS Number

--

Physical Location

Address 1

3304 NE Ralph Powell Road

Address 2

--

City

Lees Summit

State

MO

Zip Code

64064

County

JACKSON

Mailing Address

Address 1

--

Address 2

--

City

--

State

--

Zip Code

--
Additional Information

Employer Identification Number
431770738

Total Number of Employees
10 to 19

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



Last Login: 11/12/2019 03:06 PM

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers



Company ID Number: 925766

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Kapke & Willerth (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 925766

Approved by:

Employer Kapke & Willerth	
Name (Please Type or Print) Joe F Willerth	Title
Signature Electronically Signed	Date 11/19/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/19/2015



Company ID Number: 925766

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Kapke & Willerth
Company Facility Address	3304 NE Ralph Powell Road Lees Summit, MO 64064
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431770738
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



Company ID Number: 925766

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI 1 site(s)



Company ID Number: 925766

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name George E Kapke
Phone Number (816) 461 - 3800
Fax Number (816) 254 - 8014
Email Address gek@kapkewillerth.com

Name Joe F Willerth
Phone Number (816) 461 - 3800
Fax Number (816) 254 - 8014
Email Address jfw@kapkewillerth.com



Company ID Number: 925766

Page intentionally left blank

Department of Homeland Security
 E-Verify

SENSITIVE BUT UNCLASSIFIED

Report Prepared: 11/12/2019
 Page: 1 of 1

User Report

COMPANY ID NUMBER: 925766
CITY:
COMPANY NAME:

PILOT: WEB-BP
STATE:

USER ROLE: Program Administrator

Company Name: Kapke & Willerth
City: Lees Summit

Company ID Number:
State:
Phone w/ Ext

925766
 MO
 FAX

Pilot: WEB-BP
Last Date Used System

User Name
 George Kapke
 Joe Willerth
 Jonathan Zerr

User Role
 Program Administrator
 Program Administrator
 Program Administrator

816-461-3800
 816-461-3800
 816-461-3800

816-254-8014
 816-254-8014
 816-254-8014

11/12/2019
 11/12/2019
 11/12/2019

Sub-Total Users: 3

Total Users: 3



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 9, 2019

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3506 - Award of Contract - City Prosecutor - William N. Marshall III

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.3 - Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To:	William N. Marshall III
Amount of Request/Contract:	Fee Schedule
Amount Budgeted:	N/A
Funding Source/Account#:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 1, 2020	January 31, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A
Date:	N/A
Action/Vote:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement
Fee Schedule

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Charter provides that the Mayor will appoint a city prosecutor with the advise and consent of the City Council.

Four years ago, following a Request for Qualifications process and interviews, the Mayor and City Council chose William N. Marshall III to serve as City Prosecutor.

Prior to that award of contract Mr. Marshall had already been serving the city for several years as prosecutor. The Council had requested the Request for Qualifications process be undertaken as a matter of constant review. In 2017, the Council reviewed Mr. Marshall's service and subsequently approved an extension of Mr. Marshall's contract. During the most recent contract term, the Council also approved a slight alteration in Mr. Marshall's fee schedule.

In November of this year, the Council reviewed Mr. Marshall's service and expressed their desire to have a formal contract brought before them for re-appointment of Mr. Marshall as City Prosecutor for the two-year period from February 1, 2020, through January 31, 2022.

BILL 3506

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPOINTING WILLIAM N. MARSHALL III AS THE CITY PROSECUTOR AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES."

WHEREAS, Section 3.10(b) of the City Charter provides that the City shall have one (1) or more Prosecuting Attorneys appointed by the Mayor with the advice and consent of six (6) out of eight (8) members of the entire Council; and

WHEREAS, the current term of the City Prosecutor will expire January 31, 2020; and

WHEREAS, the Mayor and Council at a work session expressed their desire to continue to use William N. Marshall III as the City Prosecutor.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The Agreement is approved and the City Manager is directed to enter into the Agreement with William N. Marshall III, attached as Exhibit A.

Section 2. The City Manager and the City Clerk are directed to execute the Agreement for and on behalf of the City of Raymore.

Section 3. The Mayor, the City Clerk and the City Manager are directed to take the necessary steps under the Agreement to implement its terms.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

W^m. N. MARSHALL III

-Attorney at Law-
11953 Pennsylvania
Kansas City, Missouri 64145



Telephone (816) 943-1115
Facsimile (816) 943-1109
wnm@wmarshall3.com

HAND DELIVERED

November 21, 2019

Jeanie Woerner
City Clerk
100 Municipal Circle
Raymore, Missouri 64083

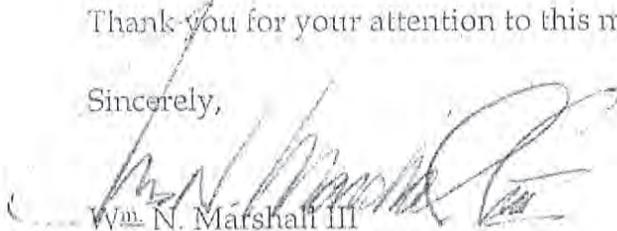
Re: City Prosecutor Legal Services

Dear Jeanie:

I am delivering herewith the signed and notarized contract and attendant affidavit to renew my contract with the city for another two years.

Thank you for your attention to this matter.

Sincerely,



W^m. N. Marshall III

Enclosure(s)

CONTRACT FOR PROFESSIONAL SERVICES

CITY PROSECUTOR

Agreement made this _____, 2019 between William N. Marshall, III, a licensed attorney in good standing in the State of Missouri, with his principal office located at 11953 Pennsylvania, Kansas City, Missouri 64145, hereafter referred to as the **Prosecutor/Firm**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 1, 2020 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Prosecutor/Firm agrees to perform all work and provide all deliverables as specified in and according to the Scope of Services in Appendix A and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Prosecutor/Firm agrees to provide professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth including termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and Mayor's signature. The City desires to enter into a two-year contract for services.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Prosecutor/Firm according to fee schedule attached with no fee increases for the two-year term of the contract.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Prosecutor/Firm for the completed work as follows:

The Prosecutor/Firm shall provide the City with monthly billings. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Prosecutor/Firm's work. The City will be the sole judge as to the sufficiency of the work performed.

Payment shall be made upon receipt of invoices presented as outlined in Appendix B.

ARTICLE V RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Prosecutor/Firm may rely.

The Prosecutor/Firm's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Prosecutor/Firm), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Prosecutor/Firm. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Prosecutor/Firm shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Prosecutor/Firm agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract.

Prosecutor/Firm agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment and fair labor standards.

Prosecutor/Firm also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VI TERMINATION OF AGREEMENT

With Cause - If Prosecutor/Firm fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Prosecutor/Firm to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Prosecutor/Firm fails to correct any default after notification of such defaults, the City shall have

the right to immediately terminate this agreement by giving the Prosecutor/Firm ten (10) days written notice.

Without Cause - The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Prosecutor/Firm at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VII ARBITRATION

In case of a dispute, the Prosecutor/Firm and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both parties prior to being undertaken.

ARTICLE VIII AFFIDAVIT OF WORK AUTHORIZATION

Pursuant to 285.530.RSMo, the Prosecutor/Firm must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security - Verification Division.

ARTICLE IX ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Attorney/Firm agrees that it has not relied upon any representations of Attorney/Firm as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

Appendix A Scope of Services

The City Prosecutor will be engaged by the City to provide prosecuting attorney services such as municipal arraignment and trial dockets, certified cases and appeals in the Cass County Circuit Court, review of reports, conduct trial preparation through review of reports and make determination on cases for prosecution, communication with defense counsel, witnesses, defendants, victims, victim advocates and police officers. Conduct depositions and other discovery procedures.

- Attend all municipal court dockets and trials.
- Arrive at least one hour prior to any court setting.
- Access to designated attorney 24/7 to be able to answer police officer questions and/or in-custody warrants or other legal questions.
- Arrange for a mutually agreed upon time to sign all municipal citations.
- Provide legal updates and training for police officers and court staff as requested.
- Consult with city departments on all ordinance violations and unified development codes.
- Issue additional charges and recommend amendments to charges.
- Handle all cases which are certified to Cass County Circuit Court for either jury trial, bench trial or trial de novo.
- Perform other duties and responsibilities relating to the municipal court which are typical for a prosecuting attorney.
- Provide recommendations that would determine the need for a court appointed attorney.
- Prepare subpoenas for the court.
- Make recommendations regarding internal core processes and case dispositions.
- Conduct plea agreements.

Fee Schedule

In compensation for the above services, Prosecutor/Firm shall be paid at the rate of \$2,000.00 per month. Prosecutor/Firm shall pay all expenses from said payment that would normally be incurred in the normal course of business in prosecuting cases at the municipal or circuit court level. This would include the expense of attending the Annual Courts Conference which has previously been borne by the City of Raymore. This would not include however, any expense incurred beyond the municipal or circuit court level, i.e., cases that are filed in the court of appeals, should such cases eventuate. Also not including is the expense of purchasing and maintaining the software for electronic remote computer access to and the filing of tickets written by officers of the City of Raymore.

Appendix B General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Prosecutor/Firm shall be subject to the general control and approval of the City Manager in consultation with the Mayor and Council or their authorized representative(s). The Prosecutor/Firm shall not comply with requests and/or orders issued by any other person. The City Manager will designate his/her authorized representatives in writing. Both the City of Raymore and the Prosecutor/Firm must approve any changes to the contract in writing.

B. *Contract Period*

The work shall begin upon Council approval and Mayor's signature. This contract is for a two-year period.

C. *Hold Harmless Clause*

The Prosecutor/Firm shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Prosecutor/Firm or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

D. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

E. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Prosecutor/Firm shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Prosecutor/Firm; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Prosecutor/Firm, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Prosecutor/Firm will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub Prosecutor/Firm or vendor used by the Prosecutor/Firm.

F. Invoicing and Payment

The Prosecutor/Firm shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

G. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Prosecutor/Firm. Any contract cancellation notice shall not relieve the Prosecutor/Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. Contractual Disputes

The Prosecutor/Firm shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Prosecutor/Firm within thirty (30) days of receipt of the claim.

City decision shall be final unless the Prosecutor/Firm appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or their designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

I. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

J. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

K. Drug/Crime Free Workplace

The Prosecutor/Firm acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes); and
3. Any crimes committed while on City property.

The Prosecutor/Firm further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

L. No Escalation of Fees

The pricing of services contained in the contract for the selected Prosecutor/Firm shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

M. Rejection of Qualifications

The City reserves the right to reject any and all qualifications, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

N. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the Attorney/Firm must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security - Verification Division.

Wm. N. Marshall III, Attorney At Law

Company Name

Wm. N. Marshall III
Signature

Name: Wm. N. Marshall III

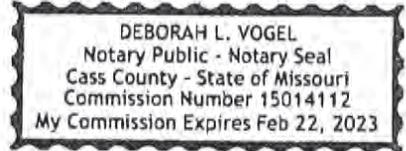
Title: Attorney At Law

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

Subscribed and sworn to before me this 20th day of NOVEMBER, 2019.

Notary Public: Deborah L. Vogel

My Commission Expires: 2/22/2023



PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division,

AFFIDAVIT

(as required by Section 285.530 Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared William N. Marshall III, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Wm. N. Marshall III

Company: Wm. N. Marshall III, Attorney At Law

Address: 11953 Pennsylvania Ave., Kansas City, MO 64145

1. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
2. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore.
3. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
4. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services,

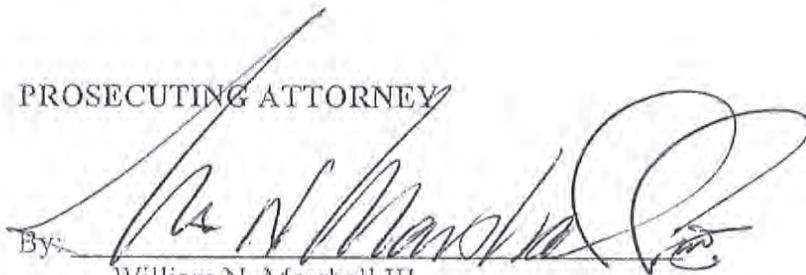
IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
James Feuerborn, City Manager

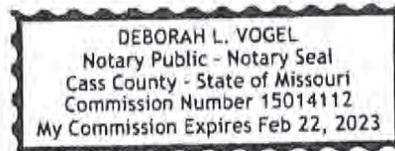
Attest: _____
Jean Woerner, City Clerk

PROSECUTING ATTORNEY

By: 
William N. Marshall III

Attest: 
Notary Public

My Commission Expires:



2/22/2023

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 23, 2019

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: City Clerk

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3511 Calling for and establishing the April 7, 2020, municipal election

STRATEGIC PLAN GOAL/STRATEGY

4.3.3 Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Charter, Section 9.1, calls for the regular municipal election to be held on the first (1st) Tuesday after the first (1st) Monday in April. The election will be held on April 7, 2020, for the following officers of the City:

Councilmember Ward 1-two year term: currently held by Reginald Townsend

Councilmember Ward 2-two year term: currently held by Thomas Circo

Councilmember Ward 3-two year term: currently held by Jay Holman

Councilmember Ward 4-two year term: currently held by Sonja Abdelgawad

Candidate filing began December 17, 2019, and ends on January 21, 2020.

BILL 3511

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 7, 2020."

WHEREAS, according to the Raymore City Charter Section 9.1 Municipal Election, the regular municipal election shall be held on the first (1st) Tuesday after the first (1st) Monday in April, or such day as may be mandated by State law.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI AS FOLLOWS:

Section 1. The annual election of the officers of the City of Raymore shall be held on the 7th day of April, 2020.

Section 2. That at said election, the following officers shall be elected:

Councilmember (Ward 1)	Term: 2 years
Councilmember (Ward 2)	Term: 2 years
Councilmember (Ward 3)	Term: 2 years
Councilmember (Ward 4)	Term: 2 years

Section 3. The City Clerk of the City of Raymore is directed to comply with the Comprehensive Election Act of 1977 as amended and to give notice as required by law. Candidate filing opened on December 17, 2019, and will close on January 21, 2020.

Section 4. Effective Date. This Ordinance shall become effective after its passage and approval and any parts of other Ordinances in conflict are hereby repealed.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 23RD DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF JANUARY, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 23, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3517: Foxridge Business Park Final Plat

STRATEGIC PLAN GOAL/STRATEGY

3.1.1: Expand the commercial tax base

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Dec. 17, 2019
Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Hy-Vee, Inc. filed a request for final plat approval for Foxridge Business Park, a 1-lot commercial development proposed for the southwest corner of Foxwood Drive and Fox Ridge Drive.

The development agreement outlines the requirements of the developer in completion of this development, including installation of right-turn lanes on Foxwood Drive and Fox Ridge Drive; extension of sanitary sewer to serve the development; and construction of two new public roads to provide access to the development.

BILL 3517

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FOXRIDGE BUSINESS PARK FINAL PLAT, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Foxridge Business Park is approved for the tract of land described below:

All that part of an unplatted tract of land lying in the Northeast Quarter of Section 17, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 17, Township 46 North, Range 32 West; thence North 87 degrees 15 minutes 14 seconds West, on the North line of said Northeast Quarter, a distance of 454.32 feet to a point on the Northerly extension of the West line of North Fox Ridge Drive right of way, as established in Eagle Glen Subdivision – 3rd Plat, a subdivision in the City of Raymore, Cass County, Missouri; thence South 01 degree 48 minutes 01 second West, on said Northerly extension, a distance of 53.04 feet to a point on the South line of Missouri State Highway No. 58 right of way, as established in Book 1562, Page 158, the POINT OF BEGINNING; thence South 01 degree 48 minutes 01 second West, departing said South line, on said West line, a distance of 192.54 feet to a point of curvature; thence in a Southerly direction, continuing on said West line and on a curve to the right, having a radius of 410.00 feet, through a central angle of 19 degrees 03 minutes 47 seconds, an arc distance of 136.41 feet to a point on a non-tangent line; thence North 72 degrees 37 minutes 15 seconds West, departing said West line, a distance of 11.04 feet to a point of curvature; thence in a Westerly and Southwesterly

direction, on a curve to the left, having a radius of 375.00 feet, through a central angle of 51 degrees 15 minutes 24 seconds, an arc distance of 335.47 feet to a point of reverse curvature; thence in a Southwesterly direction, on a curve to the right, having a radius of 225.00 feet, through a central angle of 27 degrees 40 minutes 42 seconds, an arc distance of 108.69 feet to a point on a non-tangent line; thence North 06 degrees 11 minutes 58 seconds West a distance of 50.00 feet to a point on a non-tangent curve; thence in an Easterly direction, on a curve to the left whose initial tangent bears North 83 degrees 48 minutes 02 seconds East, having a radius of 175.00 feet, through a central angle of 8 degrees 10 minutes 20 seconds, an arc distance of 24.96 feet to a point on a non-tangent line; thence North 22 degrees 35 minutes 04 seconds West a distance of 35.06 feet to a point of curvature; thence in a Northwesterly and Northerly direction, on a curve to the right, having a radius of 325.00 feet, through a central angle of 25 degrees 20 minutes 39 seconds, an arc distance of 143.76 feet to a point on a non-tangent line; thence North 02 degrees 45 minutes 43 seconds East a distance of 200.52 feet to a point on said South line of Missouri State Highway No. 58 right of way; thence South 87 degrees 23 minutes 53 seconds East, on said South line, a distance of 475.12 feet to the POINT OF BEGINNING, containing 163,033 Square Feet or 3.7427 Acres, more or less.

Section 3. The Development Agreement between the City of Raymore, Missouri and Hy-Vee, Inc. is approved and the City Manager is directed to execute said agreement on behalf of the City of Raymore, Missouri.

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Rye Drive at Foxwood Drive, at the southeast corner
- Rye Drive at Brome Drive, at the northwest corner
- Brome Drive at Rye Drive, at the northeast corner
- Brome Drive at Fox Ridge Drive, at the southwest corner

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 23RD DAY OF DECEMBER, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF JANUARY, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: December 23, 2019
Re: Case #19012 Foxridge Business Park Final Plat

GENERAL INFORMATION

Applicant/
Property Owner: Hy-Vee Inc.
5820 Westown Parkway
West Des Moines, IA 50266

Property Location: Southwest corner, Foxwood Drive and Fox Ridge Drive.



Existing Zoning: "C-3" Regional Commercial District

In its attached memorandum, the Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards for the “C-3” Regional Commercial District zoning classification for the property is provided below. The lot in the proposed plat is compliant with the requirements.

C-3	
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The Final Plat includes right-of-way necessary for Brome Drive and Rye Drive to be constructed and dedicated to the City of Raymore upon completion.
3. The Final Plat includes additional right-of-way for Fox Ridge Drive to allow for construction of a right-turn lane for southbound traffic on Fox Ridge Drive to turn into the site and onto Brome Drive.
4. Five-foot (5') sidewalks will be required along Foxwood Drive, Fox Ridge Drive, Brome Drive and Rye Drive.
5. The Public Works Director is allowing the omission of a ten-foot (10') utility easement that would normally be required along the north side of Brome Drive. Due to existing topography of the site and the potential conflict between improvements on the site and the location of the easement, the easement is not being required.
6. With the addition of a right-turn lane for eastbound traffic on Foxwood Drive to turn onto Rye Drive and Fox Ridge Drive, the existing sidewalk along Foxwood Drive must be relocated. Due to limited right-of-way, the sidewalk will be located within a sidewalk easement upon Lot 1 that is identified on the final plat.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. is substantially the same as the approved preliminary plat;

The final plat is substantially the same as the Preliminary Plat. Roadway alignments and lot configurations generally remain the same.

2. complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

3. complies with any conditions that may have been attached to the approval of the preliminary plat.

Conditions attached to the preliminary plat approval have either been complied with or are being incorporated into recommended conditions of approval for the final plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	December 17, 2019	December 23, 2019	January 13, 2020

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #19012 Foxridge Business Park Final Plat to the City Council with a recommendation for approval, subject to the following conditions:

1. Easement documents shall be provided for:
 - a. the sanitary sewer line to be constructed from the northern terminus of the sanitary sewer on The Lofts of Fox Ridge development to connect with Lot 1.
 - b. the storm sewer line to be constructed from Brome Drive south to connect with the existing storm sewer along Fox Ridge Drive.
 - c. the storm sewer line outlet structure near the intersection of Brome Drive and Rye Drive.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its December 17, 2019 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #19012 Foxridge Business Park Final Plat to the City Council with a recommendation for approval, subject to the following conditions:

1. Easement documents shall be provided for:
 - a. the sanitary sewer line to be constructed from the northern terminus of the sanitary sewer on The Lofts of Fox Ridge development to connect with Lot 1.
 - b. the storm sewer line to be constructed from Brome Drive south to connect with the existing storm sewer along Fox Ridge Drive.
 - c. the storm sewer line outlet structure near the intersection of Brome Drive and Rye Drive.

Memorandum

TO: Planning and Zoning Commission

FROM: Greg Rokos, Assistant Director of Public Works - Engineering

DATE: 12/10/19

RE: Site Plan - Dean Commercial Lot 7

The Public Works and Engineering Department has reviewed the Site Plan application for the Dean Commercial Lot 7 and determined that the plans and specifications comply with the standards adopted by the City of Raymore.

Staff recommends approval of this application.

Planning and Zoning Commission Meeting Minutes Excerpt December 17, 2019

5. Consent Agenda -

- A. Approval of Minutes from December 3, 2019 meeting.
- B. Case #19012 - Foxridge Business Park Final Plat

Motion by Commissioner Wiggins, Seconded by Commissioner Bowie, to approve the consent agenda.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.



Development Agreement

For

Foxridge Business Park

Legal Description Contained on Pages 2-3

**Hy-Vee, Inc., Grantor and
City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

January 13, 2020

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 13th day of January, 2020 by and between, **Hy-Vee, Inc.** hereinafter referred to as “Sub-divider” and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as “City”.

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Foxridge Business Park**, which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Foxridge Business Park.**

All that part of an unplatted tract of land lying in the Northeast Quarter of Section 17, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of Section 17, Township 46 North, Range 32 West; thence North 87 degrees 15 minutes 14 seconds West, on the North line of said Northeast Quarter, a distance of 454.32 feet to a point on the Northerly extension of the West line of North Fox Ridge Drive right of way, as established in Eagle Glen Subdivision – 3rd Plat, a subdivision in the City of Raymore, Cass County, Missouri; thence South 01 degree 48 minutes 01 second West, on said Northerly extension, a distance of 53.04 feet to a point on the South line of Missouri State Highway No. 58 right of way, as established in Book 1562, Page 158, the POINT OF BEGINNING; thence South 01 degree 48 minutes 01 second West, departing said South line, on said West line, a distance of 192.54 feet to a point of curvature; thence in a Southerly direction, continuing on said West line and on a curve to the right, having a radius of 410.00 feet, through a central angle of 19 degrees 03 minutes 47 seconds, an arc distance of 136.41 feet to a point on a non-tangent line; thence North 72 degrees 37 minutes 15 seconds West, departing said West line, a distance of 11.04 feet to a point of curvature; thence in a Westerly and Southwesterly direction, on a curve to the left, having a radius of 375.00 feet, through a central angle of 51 degrees 15 minutes 24 seconds, an arc distance of 335.47 feet to a point of reverse curvature; thence in a Southwesterly direction, on a curve to the right, having a radius of 225.00 feet, through a central angle of 27 degrees 40 minutes 42 seconds, an arc distance of 108.69 feet to a point on a non-tangent line; thence North 06 degrees 11 minutes 58 seconds West a distance of 50.00 feet to a point on a non-tangent curve; thence in an Easterly direction, on a curve to the left whose initial tangent bears North 83 degrees 48 minutes 02 seconds East, having a radius of 175.00 feet, through a central angle of 8 degrees 10 minutes 20 seconds, an arc distance of 24.96 feet to a point on a non-tangent line; thence North 22 degrees 35 minutes 04 seconds West a distance of 35.06 feet to a point of curvature; thence in a Northwesterly and Northerly direction, on a curve to the right, having a radius of 325.00 feet, through a central angle of 25 degrees 20 minutes 39 seconds, an arc distance of 143.76 feet to a point on a non-tangent line; thence

North 02 degrees 45 minutes 43 seconds East a distance of 200.52 feet to a point on said South line of Missouri State Highway No. 58 right of way; thence South 87 degrees 23 minutes 53 seconds East, on said South line, a distance of 475.12 feet to the POINT OF BEGINNING, containing 163,033 Square Feet or 3.7427 Acres, more or less.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of any Certificate of Occupancy for any building in the subdivision, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.
3. The Sub-divider agrees to provide the City of Raymore “as-built” plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.
4. Prior to acceptance of the Improvements a waiver of mechanic’s lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City’s request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer’s estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision, excepting improvements associated with the construction of the turn lanes on Foxwood Drive and Fox Ridge Drive. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.
2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to submit a street light plan for City approval for Brome Drive and Rye Drive and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. A Park Fee for Commercial Development shall be paid at the time a building permit is issued for a building within the subdivision. The total fee due for **Foxridge Business Park** is **\$2,014.16 (Two-Thousand Fourteen dollars and Sixteen Cents)**.

8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

10. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agree to have installed, at their cost, all required street name signage determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.

2. The Sub-divider shall install sidewalk along the north side of Brome Drive, the East side of Rye Drive, and the west side of Fox Ridge Drive prior to the issuance of a Certificate of Occupancy for any building constructed in the subdivision. The Sub-divider shall install a sidewalk along the south side of Foxwood Drive at the time of the construction of the Foxwood Drive turn lane prior to the issuance of a Certificate of Occupancy for any building constructed in the subdivision.

3. The Sub-divider shall install a median in accordance with the approved public infrastructure plans for the subdivision prior to the issuance of a Certificate of Occupancy for any building constructed in the subdivision.

4. The Sub-divider shall install a right-turn lane for eastbound vehicles on Foxwood Drive at its intersection with both Rye Drive and Fox Ridge Drive, and

shall install a right-turn lane for southbound vehicles on Fox Ridge Drive at its intersection with the access drive to Lot 1 and Brome Drive, prior to the issuance of a Certificate of Occupancy for any building constructed in the subdivision. Installation of the turn lanes includes relocation of any existing utilities that may be necessary to complete the turn lanes.

5. The Sub-divider shall relocate the traffic signal pole on the southwest corner of Foxwood Drive and Foxridge Drive as part of the construction of the turn lanes.

6. The Sub-divider shall provide utility easements for any off-site public improvements that are installed.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.

2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.

3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.

5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.

9. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

If to the Sub-divider, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

John Brehm
5820 Westown Parkway
West Des Moines, IA 50266

10. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Foxridge Business Park**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Foxridge Business Park**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Jean Woerner, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the _____ day of _____ 20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

Attachment A

FEE CALCULATION FOR FOXRIDGE BUSINESS PARK

Total Cost for 'New' Public Improvements: \$

All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.

1	Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt # _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt# _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$3,742.00
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (3.7427 ac. total disturbed) If deposit paid prior to recording of plat, receipt# _____ If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$0.00
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4182-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (3.7427 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$33.68

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$33.68
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND
DISTURBANCE PERMIT..... \$4,242.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A
CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$

Miscellaneous

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, DECEMBER 3, 2019**, IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, KELLY FIZER, JIM PETERMANN, MARIO URQUILLA, MELODIE ARMSTRONG, ERIC BOWIE, CALVIN ACKLIN, MATTHEW WIGGINS AND MAYOR KRIS TURNBOW. ALSO PRESENT WERE DEVELOPMENT SERVICES DIRECTOR JIM CADORET AND ASSISTANT PUBLIC WORKS DIRECTOR GREG ROKOS.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**
 - a. **Approval of the minutes of the November 19, 2019 meeting.**

Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to accept the November 19, 2019 minutes.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

6. **Unfinished Business - None**
7. **New Business -**

A. Case #19026 - Westgate Final Plat

Development Services Director Jim Cadoret provided the staff report.

Commissioner Wiggins asked if Westgate Drive would have standard curb and gutter or if there would be side ditches.

Assistant Public Works Director Greg Rokos stated the road would have standard curb and gutter, with side ditches only being where Westgate Drive would connect with Kentucky Road.

Commissioner Wiggins asked if the street gutters would discharge water out to the fields.

Mr. Rokos stated the discharge would initially be to the fields but ultimately tie into a storm water system created as the adjacent lots develop.

Chairman Faulkner asked if Belton was consulted about the project.

Mr. Cadoret stated yes, but all of the work on the project will be done on the Raymore side of Kentucky Road. He indicated there is no impact on the City of Belton responsibility on Kentucky Road.

Chairman Faulkner asked if the existing Kentucky Road access onto 58 Highway would remain.

Mr. Cadoret stated the access will remain for now. He stated the City is planning on having a traffic study completed along 58 Highway in 2020. The study will review traffic flow at the intersection of Kentucky Road and 58 Highway.

Commissioner Wiggins asked what would happen with the remnant pieces of land on the west side of Westgate Drive.

Mr. Cadoret stated the land will need to be properly maintained by the property owners.

Commissioner Urquilla asked about the ownership of the remnant pieces of land on the west side of Westgate Drive.

Mr. Cadoret stated long term the remnant tracts should be incorporated into redevelopment that will occur west of Westgate Drive. Short term the current landowners will be responsible to maintain.

Commissioner Urquilla asked if the existing roads in Foxwood Springs that now dead-end into the proposed area would be extended to the Westgate plat.

Mr. Cadoret stated the roads are private and will not be extended into the plat area.

Commissioner Bowie asked for clarification on the island proposed where Kentucky connects to Westgate Drive.

Mr. Rokos provided an explanation that the island will be mountable by vehicles and only used to direct northbound traffic from Kentucky Road onto Westgate Drive.

Mayor Turnbow discussed the initial design of the intersection of Kentucky Road and Westgate Drive and indicated the City of Belton and City of Raymore staff worked together to create the proposed design.

Motion by Commissioner Urquilla, Seconded by Commissioner Acklin, to accept the staff proposed findings of fact and forward Case #19026, Westgate Final Plat, to the City Council with a recommendation of approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

8. City Council Report

Mr. Cadoret provided a review of the November 25, 2019 Council meeting.

9. Staff Report

Mr. Cadoret provided an overview of the upcoming cases to be considered by the Commission.

Assistant Public Works Director Greg Rokos provided an update on the status of the installation of a culvert to allow Bristol Drive in the Brookside subdivision to be completed.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Armstrong indicated she was moving out of state and was resigning her position as a Planning and Zoning Commission member.

Mayor Turnbow provided an update on discussions City Council had regarding a no-tax increase bond issue in 2020.

12. Adjournment

Motion by Commissioner Armstrong, Seconded by Commissioner Petermann, to adjourn the December 3, 2019 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

The December 3, 2019 meeting adjourned at 7:41 p.m.

Respectfully submitted,

Jim Cadoret