

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, April 25, 2022
7:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

5. Personal Appearances

6. Staff Reports

- A. Public Works (pg 11)
- B. Parks and Recreation (pg 13)
- C. Communications Report
- D. Comprehensive Plan (pg 17)
- E. Monthly Financial Report (pg 21)

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, they may so request.

- A. City Council Regular Meeting minutes, April 11, 2022 (pg 31)
- B. City Council Special Meeting minutes, April 11, 2022 (pg 33)

A. Disposal of Surplus Property

- Reference: - Resolution 22-13 (pg 45)
- Exhibit A (pg 47)

Staff has determined the equipment listed in Exhibit A is no longer usable and is ready to be auctioned.

9. Unfinished Business - Second Reading

A. Oak Ridge Farms 4th Phase Rezoning C-2 to R-3A

- Reference: - Agenda Item Memo (pg 51)
- Bill 3708 (pg 53)
- Staff Report (pg 55)
- Memorandum of Understanding (pg 71)

Sean Seibert, representing CT Midland, is requesting to reclassify the zoning of approximately 9.45 acres located south of W. Pine Street, east of N. Madison Street from "C-2" General Commercial District to "R-3A Multiple Family Residential District"

The proposed rezoning would support an expansion of the existing Oak Ridge Farms subdivision, which has also been developed by the applicant.

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| <ul style="list-style-type: none">• City Council, 04/11/2022: Approved 8-0• Planning and Zoning Commission, 04/05/2022: Approved 8-0 |
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B. Allera PUD Rezoning and Preliminary Development Plan

- Reference: - Agenda Item Memo (pg 83)
- Bill 3709 (pg 85)
- Staff Report (pg 87)
- Memorandum of Understanding (pg 100)

Brad Kempf, representing Clayton Properties Group Inc. and current property owner Hunt Midwest Real Estate LLC, is requesting to reclassify the zoning of 52.05 acres located on the west side of Dean Avenue, south of Johnston Drive from "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District. A reclassification of zoning to PUD includes a preliminary plan for the Allera subdivision, a proposed 171-lot single-family residential community.

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| <ul style="list-style-type: none">• City Council, 04/11/2022: Approved 7-1• Planning and Zoning Commission, 04/05/2022: Approved 8-0 |
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C. Johnston Drive Reimbursement Agreement

- Reference: - Agenda Item Memo (pg 117)
- Bill 3710 (pg 119)
- Reimbursement Agreement (pg 121)
- Location Map (pg 128)

The 2020 General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus east to its intersection with Dean Avenue. Brad Kempf, representing the developer of the proposed Allera

subdivision, wishes to commence construction of Johnston Drive concurrent with the 1st phase of the proposed development on the south side of Johnston Drive.

- City Council, 04/11/2022: Approved 8-0

D. Award of Contract to Holiday FX for Holiday Lighting

Reference: - Agenda Item Memo (pg 129)
- Bill 3705 (pg 131)
- Contract (pg 133)

The current contract with Holiday FX for holiday lighting services at City Hall and Centerview is set to expire. Staff publicly bid the project and Holiday FX was the only vendor to submit a completed bid. In addition to the building lighting, this contract also includes the purchase of a replacement for the Mayor's Christmas Tree.

- City Council, 04/11/2022: Approved 8-0

E. Award of Contract to Hoefer Welker to Lead the Space Analysis Project

Reference: - Agenda Item Memo (pg 159)
- Bill 3706 (pg 161)
- Contract (pg 163)

As part of the FY 2022 Capital Improvement Plan, Council approved a space analysis study to look specifically at anticipated space needs for a future Justice Center. Staff advertised the RFQ for this project and Hoefer Welker proved to be the most qualified. As part of the project, Hoefer Welker will be seeking input from staff in the Police Department and looking at future growth and staffing needs.

- City Council, 04/11/2022: Approved 8-0

F. Budget Amendment: HVAC Replacement

Reference: - Agenda Item Memo (pg 175)
- Bill 3707 (pg 177)

Staff had originally planned to replace City Hall's 20-year-old HVAC system as part of the FY 2023 budget. Because of logistics and shipping delays, staff is asking for Council approval on a budget amendment to order the new HVAC equipment during this fiscal year so it has adequate time to be delivered and installed as originally planned.

- City Council, 04/11/2022: Approved 8-0

10. New Business - First Reading

A. Selection of Mayor Pro Tempore

Section 3.4 of the City Charter, Mayor Pro Tempore, provides: "The Council shall elect annually from among its members a Mayor Pro Tempore. The Mayor Pro Tempore shall assume the powers and duties of the Mayor during the absence or disability of the Mayor or if a vacancy occurs. While assuming the powers and duties of the Mayor during the physical absence in person or disability of the Mayor (until and if the seat is declared vacant), the Mayor Pro Tempore shall retain his/her vote as a Councilmember, but shall not possess the additional mayoral voting power provided by Section 4.4(a), and shall not possess the mayoral veto power provided by Section 4.4(c). While assuming the powers and duties of the Mayor following a vacancy, the Mayor Pro Tempore shall possess the Mayoral veto power provided by Section 4.4(c) and the Mayoral voting power provided by Section 4.4(a), but shall not retain his/her vote as a Councilmember."

B. Governing Body Members on Planning and Zoning Commission

The Mayor will determine if he wishes to remain a member of the Planning & Zoning Commission in the coming year and the Council may also designate a member to serve.

C. Intergovernmental Agreement with Department of Social Services (LIHWAP)

Reference: - Agenda Item Memo (pg 181)
- Bill 3717 (pg 183)
- Agreement (pg 185)

This intergovernmental agreement establishes the City of Raymore as a water and sewer utility service supplier and allows eligible residents who have water and sewer utility service provided by the City of Raymore to apply for assistance from the Low-Income Household Water Assistance Program, administered by the Missouri Department of Social Services (DSS).

D. Award of Contract to Liddle Sports Shop - Screen Printing and Embroidery

Reference: - Agenda Item Memo (pg 195)
- Bill 3715 (pg 197)
- Contract (pg 199)

The Parks & Recreation Department manages the Screen Printing and Embroidery Services Contract for the City. This contract provides uniform t-shirts and City-branded apparel for the Public Works Department and the Parks & Recreation Department.

- Parks and Recreation Board, 04/12/2022: Approved 9-0

E. Award of Contract to Pepsi Beverages Company - Beverage Vending and Supply Services

Reference: - Agenda Item Memo (pg 225)
- Bill 3716 (pg 227)
- Contract (pg 229)

This contract provides vending services for the Parks & Recreation Department concessions operations, special events and the Employee Relations Committee vending machines.

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| <ul style="list-style-type: none">• Parks and Recreation Board, 04/12/2022: Approved 9-0 |
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F. Contract for Real Estate Purchase - Firing Range Property

Reference: - Agenda Item Memo (pg 263)
- Bill 3720 (pg 265)
- Real Estate Contract (pg 267)
- Location Map (pg 285)

For approximately six years, the City of Raymore has leased 40+/- acres of land located near MO-291 Highway and 225th Street from Pesek Family Land LLC to use as a firing range for the Police Department. To permanently secure the property as the City's firing range, staff has negotiated a real estate purchase price of \$350,000, with a tentative closing date of May 25, 2022.

G. Watermark at Raymore Chapter 100 Bond Issuance & Development Agreement

Reference: - Agenda Item Memo (pg 287)
- Bill 3711 (pg 289)
- Performance Agreement (pg 293)
- Deed of Trust (pg 320)
- Trust Indenture (pg 328)
- Bond Purchase Agreement (pg 390)
- Lease Agreement (pg 397)

In 2021, the Raymore City Council approved Bill 3647, which provided real property tax abatement through the use of Chapter 100 Bonds for the proposed 300-unit, Class-A Apartment Community as a means of attracting and providing diverse, high-quality housing options to meet the growing demand within the community.

The final step in the process is the approval of the documents formally authorizing the issuance of the bonds from the City, and the purchase of the bonds by the Company. Additionally, the Performance Agreement outlines

the expectations of both the City and the Developer during the duration of the project.

H. MARC Regional Preventative Maintenance Program

Reference: - Agenda Item Memo (pg 449)
- Resolution 22-14 (pg 451)
- Agreement (pg 452)

MARC is administering the Missouri Regional Preventive Maintenance (RPM) program using MO CRRSAA funds. Local jurisdictions between 5,000 and 10,000 are to receive a minimum allocation of \$50,000. Jurisdictions above 10,001 will receive an allocation based on population. These funds are 100% federally funded and require no local match.

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:

- City Council Work Session notes, 04/18/2022 (pg 461)
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EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss real estate acquisition matters as authorized by RSMo 610.021 (2).

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

April 2022

ENGINEERING DIVISION

Projects Advertised for Bid

Water Storage Tank Inspections

Projects Under Construction

Centerview Phase II
Johnston Drive Sanitary Sewer Replacement

Projects Under Design

2021 Inflow and Infiltration correction project
FY 2022 Street Preservation
FY 2022 Curb Replacement
FY 2022 ADA Ramp replacement
FY 2022 Stormwater Improvement
Sunset Lane and Hawkridge Park GO Improvements

Development Under Construction

- Eastbrook at Creekmoor
- Venue of the Good Ranch
- Oakridge Farms
- Timber Trails 3rd

Developments Under Review

- Prairie at Carroll Farms
- Edgewater 3rd
- Sendara
- Knoll Estates 2nd

OPERATIONS & MAINTENANCE DIVISION

- 20 City Hall Work Orders
- 18 Driveway Inspections
- 11 Final ROW Inspections
- 335 Locates
- 75 Service Requests
- 31 Sewer Inspection
- 23 Water Inspections
- 17 Sidewalk Inspection
- 29 Water Taps
- 0 Curb Inspection
- Activated new water meters
- Continued quarterly meetings
- Fleet and equipment maintenance

- Pothole patched
- Installed signs
- Delivered trash & recycling carts
- Fixed traffic signal at Hubach Hill & S Madison
- Serviced both mowers
- Turned in the dump truck for service
- Put the summer banners up
- Worked on truck 386
- Repaired storm drain at S Adams & Olive
- Removed rock from 58 Hwy & Evans water break
- Cleaned storm drains
- Routine training
- Servicing Owen Good Lift Station
- Backflow testing
- Sending out backflow tests notifications to residents
- Pulled bi-monthly water samples
- Responded to water service calls
- CIP list
- Installed fallen stop sign at Ridgecrest Dr & Madison Creek Dr
- Servicing Owen Good Lift Station
- Sending out backflow tests notifications to residents
- Responded to water service calls
- Missouri water quality and water testing training 4/14/2022
Steve Welch
- Public works institute module II training 4/12/2022-4/14/2022
Devon Perry, Justin Elliott, Luke Daugherty & Zach Frazier
- Received and unloaded water meter lid order from Ferguson Waterworks
- Inspected streets, sidewalks and curbs for repairs
- Fixed traffic signal at 58 Hwy & J Hwy
- MDNR quarterly water samples
- Dewinterized and rodent proofed control panels at lift stations
- Water break at 58 Hwy & N Crest Dr
- Dirt work at 58 Hwy and N Crest Dr water break site
- Water break at 58 Hwy & Evans Ave
- Dirt work at 58 Hwy and Evans Ave water break site
- Removed rock from 58 Hwy and N Crest Dr water break
- Received salt and loaded it into dome
- Mowed stations
- Mowed Lucy Webb Rd meter stations
- Mowed Lucy Webb Rd
- Stock up parts for shop
- Storm prep
- Picked up snow plow blades for intermediate trucks
- Unloaded spreader and plow off truck #215

MONTHLY REPORT

April 2022

Monthly Highlights

- Parks & Recreation Director Nathan Musteen and Public Works Director Mike Krass met with McClure Engineering Company to discuss the stormwater area behind Centerview.
- Recreation Superintendent Jimmy Gibbs and Athletic Coordinator Todd Brennon attended the bid opening for screen printing and embroidery services.
- Spring seasons of Youth Flag Football, Soccer and the Baseball/Softball/Teeball began in April. Youth Volleyball continues at the Raymore Activity Center.
- Park Maintenance crews repaired some breaks in the irrigation system at Centerview, painted parking lot lines throughout the park system and prepared athletic fields for weekly games.
- Recreation Coordinator Corinne Harkins passed her certification exam to be a CPRP - Certified Parks and Recreation Professional. The CPRP designation is the national standard for all parks and recreation professionals that shows your commitment to the profession as well as your knowledge and understanding of key concepts within parks and recreation. Congrats, Corinne!
- Park crews lined and painted additional flag football fields at Big Green Turf Complex to accommodate the increased number of registered teams.
- Park Superintendent Rulo met with electrical contractors to address electrical needs at concession stands that will include new video menu boards and new interior and exterior lighting.
- Park Crews began early sprayground preparations by inspecting facilities and features, cleaning mechanical areas and preparing for upcoming de-winterizing of the circulation system.
- Recreation Coordinator Corinne Harkins attended the Kansas City Metro Programmers meeting in Harrisonville.
- The National Junior Honor Society at South Middle School stuffed approximately 2,500 eggs this week in preparation of the [Easter Festival](#) Saturday, April 16, 10 a.m. at Recreation Park.





- The first baseball tournament of the season was April 8 - 10. [Perfect Game™](#) brought over 14 teams to Raymore for this 3-day tournament.
- Parks and Recreation Director Musteen, Assistant City Manager Ekey, Recreation Superintendent Gibbs, Athletic Coordinator Brennon, Public Works Director Krass and Development Services Director Gress conducted interviews with two design firms for phase II of the Raymore Activity Center expansion.
- The annual Raymore [Unicorn Day](#) was April 9th in Memorial Park.
- Athletic Coordinator Brennon hosted a coaches meeting Tuesday, April 12, at the Raymore Activity Center the baseball/softball/teeball teams.
- Recreation Superintendent Jimmy Gibbs and Marketing and Communications Manager Melissa Harmer met to finalize edits to the 2022 Summer Program Guide and discuss other department needs.
- Parks and Recreation Director Musteen, Park Superintendent Rulo, Recreation Superintendent Gibbs and City Planner Eppert met to review the Future Land Use Plan for the Raymore Community.
- Recreation Coordinator Corinne Harkins hosted a Farmers Market vendor meeting for the upcoming market in June. Harkins finalized the official market map and vendor booth space layout.
- Park Maintenance staff began the weekly mowing routine as weather permitted. Staff also repaired the partitions in the baseball/softball restrooms and mulched the play pods along the Eagle Glen Trail.
- Recreation Superintendent Jimmy Gibbs and Marketing Communication Manager Melissa Harmer participated in the 2022 Missouri Park and Recreation Association Marketing and Media Workshop held in Jefferson City.
- The Annual Easter Egg Hunt was Saturday, April 16. Traditionally held at Memorial Park, Parks and Recreation Staff made the decision to move the event to Recreation Park as larger crowds and nice weather welcomed the event back after a canceled event last year due to Covid-19 restrictions. An estimated attendance of 2000 people attended the event as over 15,000 eggs were collected in less than 3 minutes.

Parks & Recreation Board

The Parks and Recreation Board met in a special meeting on Tuesday, April 12 to approve the Beverage and Vending Services contract and the Embroidery/Screen Printing Contract.

Now Hiring Awesome People!

Raymore Parks and Recreation is now hiring for all part-time positions including camp counselors, park maintenance workers, concessions, sports officials and all types of instructors! For more information or to complete an application, check us out online at:

www.raymore.com/joinparks





Facility Use for the Month

Centerview and the Raymore Activity Center were polling locations and closed to the public for open gym and programs Tuesday, April 5.

Centerview

National Active and Retired Federal Employee Meeting
American Arabian Association Meeting
Interviews for the RAC Expansion
Dance Classes
Painting Class
Baby Shower
Bridge x 2
State Of Missouri Interviews

Polling Place for local elections
Summit Home business meeting
2 HOA Meetings
Drama Classes
3 Celebration of Life events
Bunco
Police Training
Christian School Spring Party
Cass County CPR Training

Raymore Activity Center

1 Birthday Party
Volleyball Games
Volleyball Practice
Adult Open Play Volleyball
1 end of season party for RP Freshman Baseball team

Picnic Shelters

8 rentals
2 Overnight camping events
American Heritage Girls at Hawk Ridge Park
Boy Scout Pack 4315 at Moon Valley.

Announcements

Award-winning T.B. Hanna Station is featured in the Spring issue of the [Missouri Park and Recreation Association](#)'s magazine.

Check out page 32:

https://issuu.com/mrapu.../docs/spring_mpra_magazine_2022_e



TOUCH A TRUCK
May 7 // 9 a.m.-noon
9-10 a.m. sensory friendly hour
Recreation Park

Free open house of large vehicles and equipment trucks!
Get up close and personal with fire trucks, dump trucks,
lift trucks, earth movers and more. Give aways for
children while supplies last.
Children and adults with sensitivities to loud noises are
invited to join us during the 9-10 a.m. sensory friendly
hour!

RAYMORE
parks & recreation



South Metro Baseball/Softball League - Team Number Comparisons

Divisions	Belton	Grandview	Harrisonville	Pleasant Hill	Raymore	Peculiar	Totals
1/2 baseball	2	1	2	4	10		19
3/4 baseball	3		3	4	8		18
5/6 baseball	2		2	3	4		11
7-9 baseball	2		1	2	4		9
1/2 softball	2		1	3	4		10
3/4 softball	1		1	3	4		9
5/6 softball	1		1	2	1		5
7-9 softball	2		2	2	3		9
Total	15	1	13	23	38	0	90
Key							
Playing in House	Bold Number						
Share Play	<i>Italic Number</i>						

Raymore MO | Comprehensive Plan Draft Outline

I. Introduction

- A. Comprehensive Plan purpose
- B. Planning Process

II. Community Profile

- A. Community History
- B. Existing Conditions
- C. Demographics
- D. Past Planning Efforts
- E. Annexation

III. Strategic Plan Overview

- A. 4 Focus Areas
 - Community Identity & Connections
 - Safe, Well Designed & Beautiful Places
 - Economic Vitality
 - High-Performing Organization
- B. Goals and Strategies

IV. Plan Elements

Community Identity & Connections

- A. Police
- B. Emergency Management

Safe, Well Designed & Beautiful Places

A. Land Use

1. *Current Land Use Inventory - analysis on existing land uses, development patterns, and the built environment*
2. *Housing - Analysis on current housing inventory, balance of single family to multi-family ratios, occupancy characteristics, etc...*
3. *Future Land Use Map*

B. Public Infrastructure

1. *Roads and Transportation - analysis of current transportation infrastructure and improvements*
2. *Utilities*
 - a. *Water (Raymore, PWSD 4, 6 & 10)*
 - b. *Sanitary Sewer*
3. *Environmental Features (Floodplains, Stream Corridors)*

C. Parks, Recreation and Community Facilities

1. *Existing Parks Inventory*
2. *Trail Connections and Expansions*

3. *Community Buildings/Facilities/Building & Grounds (City Hall, PW, Centerview, RAC etc...)*

Economic Vitality

- A. Economic Development

High-Performing Organization

- A. Internal Services
- B. Communications

V. Recommendations

A. Land Use

- a. Activity Center(s)
 - i. Raymore Gateway
 - ii. Foxridge Village Center
 - iii. Municipal Circle
 - iv. Central 58 Highway
 - v. Good Ranch Mixed Use Village
- b. Future Land Use Map

B. Public Infrastructure and Transportation

- a. 58 Highway Corridor
 - i. Corridor beautification
 - ii. Access management
- b. Dean Avenue Corridor
 - i. Corridor beautification
 - ii. Access management
- c. North Cass Parkway
 - i. Access management

C. Parks, Recreation and Community Facilities

- a. Park Facilities
 - i. Hawk Ridge Park
 - ii. Recreation Park
 - iii. Good Ranch Park
- b. Community Facilities
 - i. RAC
 - ii. City Hall
 - iii. Justice Complex

D. Housing

E. Local Government & Internal Service

F. Economic Development

VI. Implementation

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period March 1, 2022 to March 31, 2022.

March Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

41.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 54.11% 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 at 100.12%.
- Franchise Tax revenues as a whole are tracking at straight line at 43.52%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year. Spire Franchise is tracking ahead of the prior year by \$74,596. This is primarily due to their rate increases to the consumer.
- Sales tax revenues as a whole are tracking above straight line budget at 42.37%. City sales taxes are at 42.46% while state shared gasoline and vehicle taxes are at 40.60%.
- Fees and Permit revenues collected are tracking above straight line budget at 86.86%. There are 59 detached single family and 192 attached single family residential building permits issued out of the 150 budgeted starts. In addition, we have issued 11 commercial building permits.
- License revenues collected are tracking as expected at 77.27% of straight line budget. Occupational license revenues collected are tracking ahead of expectation and this is attributed to the ability to complete forms and pay for the license online. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring and summer for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 19.14%. The court is in the process of transitioning to the Show-Me Court software required by the State of Missouri. 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 Street Department is currently at 47.02% of straight line budget primarily due to the purchase of salt as well as the annual Household Hazardous Waste event that was paid for in February. This event will occur in June.
- The Finance Department is currently at 43.01% of straight line budget primarily due to the completion of the annual audit.
- The Emergency Management Department is currently at 42.45% of straight line budget primarily due to the annual siren maintenance contract payment as well as the annual membership payment to MARC.

Parks & Recreation Fund

Revenue:

Revenues are at 51.82% of budget 41.67% of the way through the year; normal for this time of the year. Recreation revenues are expected to increase in April with the start of baseball and softball games. Rental revenues are anticipated to increase in the late spring and summer Staff will monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 41.67% 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	1,693,079.00	16,001.68	1,695,185.54	0.00	(2,106.54)	100.12
FRANCHISE TAXES	0.00	0.00	0.00	2,109,554.00	214,129.86	917,977.04	0.00	1,191,576.96	43.52
SALES TAXES	0.00	0.00	0.00	3,849,653.00	309,455.75	1,631,175.42	0.00	2,218,477.58	42.37
FEES AND PERMITS	0.00	0.00	0.00	363,432.00	54,751.68	315,693.85	0.00	47,738.15	86.86
LICENSES	0.00	0.00	0.00	122,312.00	4,869.75	94,507.75	0.00	27,804.25	77.27
MUNICIPAL COURT	0.00	0.00	0.00	343,276.00	20,162.20	65,694.97	0.00	277,581.03	19.14
MISCELLANEOUS	0.00	0.00	0.00	522,151.00	10,919.16	356,911.11	0.00	165,239.89	68.35
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,631,504.00	135,458.67	677,293.35	0.00	954,210.65	41.51
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,634,961.00	765,748.75	5,754,439.03	0.00	4,880,521.97	54.11
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	10,634,961.00	765,748.75	5,754,439.03	0.00	4,880,521.97	54.11

EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	476,000.00	8,333.33	41,666.65	0.00	434,333.35	8.75
ADMINISTRATION	0.00	0.00	0.00	1,427,231.00	112,285.31	501,199.20	3,424.75	922,607.05	35.36
INFORMATION TECHNOLOGY	1,561.05	478.01	1,083.04	660,828.00	40,486.28	305,031.72	16,734.36	339,061.92	48.69
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	158,219.00	9,503.82	40,024.75	1,666.66	116,527.59	26.35
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	777,974.00	94,047.46	326,956.57	2,177.34	448,840.09	42.31
ENGINEERING	0.00	0.00	0.00	451,616.00	47,674.68	184,353.26	2,598.15	264,664.59	41.40
STREETS	633.35	0.00	633.35	844,407.52	102,193.66	377,290.41	19,759.46	447,357.65	47.02
BUILDING & GROUNDS	401.79	401.79	0.00	361,933.00	28,173.97	130,503.24	4,436.91	226,992.85	37.28
STORMWATER	0.00	0.00	0.00	310,493.00	31,521.49	117,472.96	283.37	192,736.67	37.93
COURT	0.00	0.00	0.00	132,999.73	13,297.51	45,108.58	1,260.00	86,631.15	34.86
FINANCE	0.00	0.00	0.00	729,538.00	65,777.28	288,833.60	24,960.63	415,743.77	43.01
COMMUNICATIONS	0.00	0.00	0.00	218,219.00	11,610.71	65,894.58	9,194.14	143,130.28	34.41
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	8,000.00	2,000.00	14,400.00	40.98
POLICE	0.00	0.00	0.00	4,337,192.00	442,512.26	1,756,873.30	12,322.86	2,567,995.84	40.79
EMERGENCY MANAGEMENT	0.00	0.00	0.00	136,295.00	14,002.08	57,721.05	134.46	78,439.49	42.45
TOTAL EXPENDITURES	2,596.19	879.80	1,716.39	11,047,345.25	1,023,419.84	4,246,929.87	100,953.09	6,699,462.29	39.36
REVENUES OVER/(UNDER) EXPENDITURES	(2,596.19)	879.80	(1,716.39)	(412,384.25)	(257,671.09)	1,507,509.16	(100,953.09)	(1,818,940.32)	341.08-

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	453,391.00	4,307.71	453,584.33	0.00	(193.33)	100.04
MISCELLANEOUS	0.00	0.00	0.00	12,679.00	181.00	766.96	0.00	11,912.04	6.05
FACILITY RENTAL REVENUE	0.00	0.00	0.00	12,275.00	940.00	3,650.00	0.00	8,625.00	29.74
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	187,500.00	0.00	262,500.00	41.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	928,345.00	42,928.71	645,501.29	0.00	282,843.71	69.53
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	0.00	20.50	0.00	59,979.50	0.03
FACILITY RENTAL REVENUE	0.00	0.00	0.00	51,850.00	0.00	1,427.50	0.00	50,422.50	2.75
PROGRAM REVENUE	0.00	0.00	0.00	227,250.00	39,810.00	111,225.00	(85.00)	116,110.00	48.91
TOTAL RECREATION DIVISION	0.00	0.00	0.00	339,100.00	39,810.00	112,673.00	(85.00)	226,512.00	33.20
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	63,875.00	7,510.24	17,449.63	0.00	46,425.37	27.32
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	280.00	2,045.00	0.00	7,555.00	21.30
TOTAL CENTERVIEW	0.00	0.00	0.00	73,475.00	7,790.24	19,494.63	0.00	53,980.37	26.53
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	1,500.00	219.00	1,173.00	0.00	327.00	78.20
CONCESSION REVENUE	0.00	0.00	0.00	4,000.00	0.00	(6.00)	0.00	4,006.00	0.15
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	3,150.00	4,490.00	0.00	20,335.00	18.09
PROGRAM REVENUE	0.00	0.00	0.00	197,590.00	8,673.50	29,975.50	(170.00)	167,784.50	15.08
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,915.00	12,042.50	35,632.50	(170.00)	192,452.50	15.56
TOTAL REVENUES	0.00	0.00	0.00	1,568,835.00	102,571.45	813,301.42	(255.00)	755,788.58	51.82
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	192.00	0.00	192.00	892,337.50	82,144.80	338,733.35	13,152.77	540,451.38	39.43
RECREATION DIVISION	0.00	0.00	0.00	340,763.50	25,972.33	107,673.41	13,704.12	219,385.97	35.62
CENTERVIEW	125.00	125.00	0.00	96,106.00	5,104.61	23,197.14	1,110.99	71,797.87	25.29
RAYMORE ACTIVITY CENTER	699.75	699.75	0.00	233,382.50	17,809.12	81,278.42	4,245.80	147,858.28	36.65
TOTAL EXPENDITURES	1,016.75	824.75	192.00	1,562,589.50	131,030.86	550,882.32	32,213.68	979,493.50	37.32
REVENUES OVER/(UNDER) EXPENDITURES	(1,016.75)	824.75	(192.00)	6,245.50	(28,459.41)	262,419.10	(32,468.68)	(223,704.92)	3,681.86

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	25,839.00	2,094.48	9,247.48	0.00	16,591.52	35.79
UTILITY REVENUE	0.00	0.00	0.00	9,353,114.00	759,679.67	3,899,007.15	0.00	5,454,106.85	41.69
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,378,953.00	761,774.15	3,908,254.63	0.00	5,470,698.37	41.67
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	9,378,953.00	761,774.15	3,908,254.63	0.00	5,470,698.37	41.67
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	249,899.28	0.00	350,100.72	41.65
WATER	46,473.52	29,802.54	16,670.98	3,441,890.52	258,004.34	1,050,532.84	153,632.46	2,237,725.22	34.99
SEWER	7,613.33	0.00	7,613.33	3,658,172.97	183,793.17	1,051,674.95	46,981.98	2,559,516.04	30.03
SOLID WASTE	0.00	0.00	0.00	1,880,296.00	141,748.40	570,109.30	0.00	1,310,186.70	30.32
TOTAL EXPENDITURES	54,086.85	29,802.54	24,284.31	9,580,359.49	633,545.91	2,922,216.37	200,614.44	6,457,528.68	32.60
REVENUES OVER/(UNDER) EXPENDITURES	(54,086.85)	29,802.54	(24,284.31)	(201,406.49)	128,228.24	986,038.26	(200,614.44)	(986,830.31)	389.97-

Investment Monthly Report

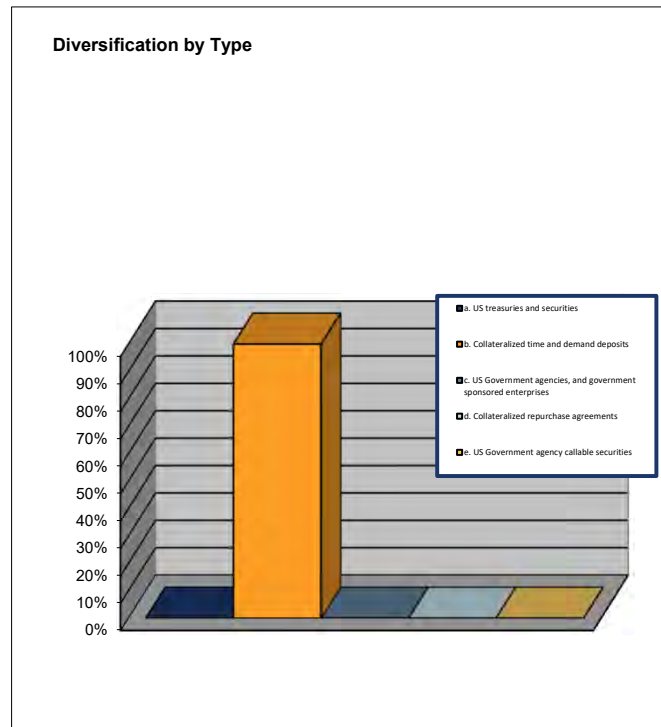
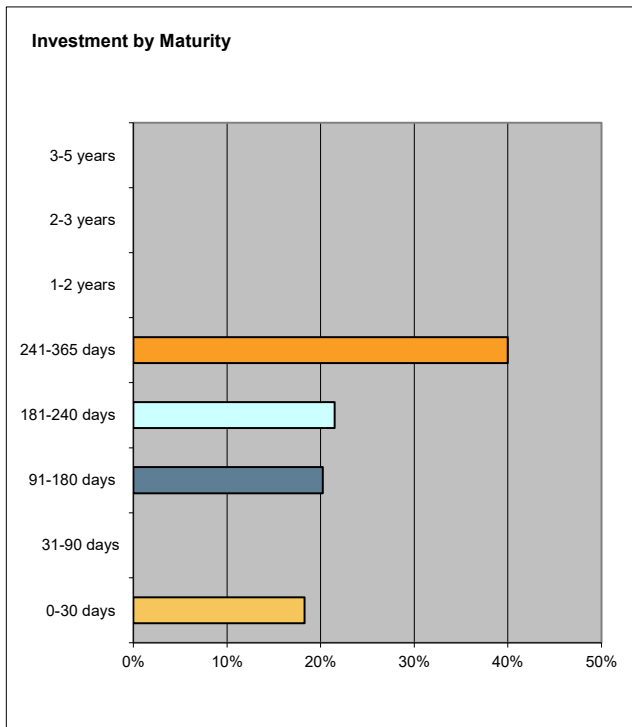
Investments Held at 03/31/2022

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/17/21	1936	CBR	CD		12/20/22	2,000,000.00	2,000,000.00	0.4300	2,000,000.00
12/17/21	1944	CBR	CD		12/20/22	2,500,000.00	2,500,000.00	0.4300	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,126,062.93	2,126,062.93	0.0600	2,126,062.93
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,727.08	1,016,727.08	0.0600	1,016,727.08
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,103,188.06	1,103,188.06	0.0600	1,103,188.06
08/26/21	1036781	NASB	CD		08/26/22	2,000,000.00	2,000,000.00	0.4300	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/22	699,769.30	699,769.30	0.2000	699,769.30
09/11/20	901488	CBR	CD		09/11/22	2,004,211.52	2,004,211.52	0.2100	2,004,211.52
03/31/22		COMMERCE	US TREASURY		03/31/23	4,800,000.00	4,800,000.00	1.6500	4,800,000.00
10/01/21	1043760	NASB	CD		10/03/22	5,000,000.00	5,000,000.00	0.4400	5,000,000.00
Investment Total						23,249,958.89	23,249,958.89		23,249,958.89

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

Average Annual Rate of Return: 0.5906

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



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
10/01/21	1043778	NASB	CD		03/30/22	2,400,000.00	2,400,000.00	0.3900	180
10/01/21	1043786	NASB	CD		03/30/22	2,400,000.00	2,400,000.00	0.3900	180

Average Rate of Return on Maturities: 0.39

March 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. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$1,020.02	\$0.00	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$1,973.30	\$0.00	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2022 (July 2021 - June 2022)	FEMA	\$51,213.99 (50% match)	\$22,422.59	\$22,422.59	06/30/22
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
American Rescue Plan Act (ARPA)	State of MO - Office of Administration	\$4,478,428.98	\$2,260,791.84	\$2,260,791.84	12/31/26
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, APRIL 11, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

- 1. Call To Order.** Mayor Turnbow called the regular meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Erica Hill called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. New Business.**

A. Declaring April 5, 2022 Election Results - Emergency Reading

BILL 3712: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DECLARING THE RESULTS OF THE APRIL 5, 2022, ELECTION AND DECLARING THIS BILL AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3712 by title only.

City Clerk Erica Hill stated Section 9.3 of the Raymore Charter calls for the Council to declare the results of any municipal election at the next regularly scheduled Council meeting. The official statement of certification of the election results received from the Cass County Clerk has been distributed to Council. In order to promote efficiency of the City's business, Bill 3712 is presented as an emergency reading.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3712 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 Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow declared Bill 3712 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3712 in its entirety.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3712 in its entirety.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3712 as **Raymore City Ordinance 2022-027**.

5. Oath of Office.

City Clerk Erica Hill administered the oath of office to Mayor Kristofer Turnbow; Councilmembers Reginald Townsend, Ward 1; Victoria Wills, Ward 1; Tabitha Forster, Ward 2; Jay Holman, Ward 3; and Sonja Abdelgawad, Ward 4.

Mayor Turnbow presented a plaque to Councilmember Circo recognizing his service to Raymore.

6. Adjournment.

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

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

The regular meeting of the Raymore Council adjourned at 7:15 p.m.

Respectfully submitted,

Erica Hill
City Clerk

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION ON MONDAY, APRIL 11, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 7:28 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business.

3. Pledge of Allegiance

4. Presentation/Awards

Stephen Rew, Ray-Pec Choir Director thanked the Raymore Arts Commission for arranging a piece of music that was performed at the Missouri Music Educators Conference. He presented a plaque with a picture of the choir.

5. Personal Appearances

City Auditor Kim Pearson, Dana F. Cole & Co., presented the FY 2021 Financial Statements. He noted the City of Raymore received the Certificate of Achievement in Financial Reporting.

6. Staff Reports

Development Services Director David Gress provided a review of the staff report included in the Council packet. He answered questions from Council.

Chief of Police Jan Zimmerman highlighted the duties and responsibilities of dispatchers in honor of National Public Safety Telecommunicators Week. She answered questions from Council.

City Manager Jim Feuerborn announced items for the April 18 work session. He noted necessary amendments to New Business Items D, E, and F to correct the bill numbers from 3605, 3606, and 3607 to 3705, 3706, and 3707.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, March 28, 2022

B. Resolution 22-12: 2021 Curb Project - Acceptance and Final Payment

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

DISCUSSION: Councilmember Forster announced she prepared to vote on the Consent Agenda.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

9. Unfinished Business

A. Budget Amendment - J&M Displays

BILL 3702: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO PARK FUND 25 FOR THE 2022 SPIRIT OF AMERICA CELEBRATION."

City Clerk Erica Hill conducted the second reading of Bill 3702 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3702 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3702 as **Raymore City Ordinance 2022-028.**

B. Award of Contract - American Ramp Company

BILL 3703: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AGREEMENT WITH AMERICAN RAMP COMPANY TO CONSTRUCT A NEW SKATEPARK IN THE AMOUNT OF \$225,000."

City Clerk Erica Hill conducted the second reading of Bill 3703 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3703 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3703 as **Raymore City Ordinance 2022-029**.

C. Award of Contract - TruGreen Limited Partnership

BILL 3704: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRUGREEN LIMITED PARTNERSHIP TO PROVIDE FERTILIZATION SERVICES AT MUNICIPAL FACILITIES IN THE AMOUNT OF \$5,182.59."

City Clerk Erica Hill conducted the second reading of Bill 3704 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3704 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3704 as **Raymore City Ordinance 2022-030**.

10. New Business

A. Oak Ridge Farms 4th Phase Rezoning C-2 to R-3A (public hearing)

BILL 3708: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "R-3A" MULTIPLE FAMILY RESIDENTIAL DISTRICT, A 9.45 ACRE TRACT OF LAND LOCATED SOUTH OF W. PINE STREET, EAST OF N. MADISON STREET, IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3708 by title only.

Mayor Turnbow opened the public hearing at 7:53 p.m. and called for a staff report.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Sean Seibert, representing CT Midland, is requesting to reclassify the zoning of approximately 9.45 acres located south of W. Pine Street, east of N. Madison Street from "C-2" General Commercial District to "R-3A Multiple Family Residential District". The proposed rezoning would support an expansion of the existing Oak Ridge Farms subdivision. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, staff report, applicant's conceptual plan, and the Memorandum of Understanding (MOU) to be entered into the record. He reviewed the history of the lots involved in the project. The MOU and Conceptual Plan identifies the lot sizes and development standards, and specifies the requirements and process to proceed with further review with City staff. A Good Neighbor meeting was held on March 23 with 7 residents and business owners in attendance; questions and answers are summarized in the staff report. This request is for the rezoning of the property, and the next steps would be site plan and final plat approval, which would be considered by the Planning and Zoning Commission and the City Council. At its April 5, 2022 meeting the Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning request.

Public Works Director Mike Krass provided detailed traffic information for 58 Highway near the area. The Federal Highway Administration considers free flow traffic capacity on a 4-lane, signalized road, such as 58 Highway, to be 49,000 vehicles per day. From the Westgate traffic study, the current traffic count on 58 Highway is 29,000 vehicles per day. He reviewed in detail the growth of the infrastructure network in Raymore since 2004.

Councilmember Forster asked if the information provided regarding traffic can be made available. Mr. Krass stated yes.

Councilmember Berendzen asked if there has been any interest for commercial development in this area. Mr. Gress stated that he's seen very little interest in this property due to the narrow frontage on 58 Highway and the depth of the lots.

Councilmember Barber asked if the MOU would follow the title to the property. City Attorney Jonathan Zerr answered affirmatively.

Sean Siebert, 33 I Street, Lake Lotawana, MO, reviewed the project. He stated the proposal maintains the commercial lots on Madison Street and the remaining to be rezoned to multi-family to allow for units similar to their development to the east of the property.

Councilmember Burke asked what would happen to the trees during construction. Mr. Seibert stated that as many trees will be saved as possible to maintain the integrity of the property.

Councilmember Forster asked if any of the grading to the site will affect Sonic.

Matt Schlicht, 50 SE 3rd Street, Lee's Summit, MO, stated they build up the pad site and will control the runoff towards the east into the channel and the parking lot design will assist in draining away from Sonic.

Mayor Turnbow opened the public hearing for public comment, and hearing none closed the public hearing at 8:16 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3708 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

B. Allera PUD Rezoning and Preliminary Development Plan (public hearing)

BILL 3709: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1P" SINGLE FAMILY RESIDENTIAL PLANNED DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 52 ACRE TRACT OF LAND LOCATED SOUTH OF JOHNSTON DRIVE, WEST OF DEAN AVENUE, IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3709 by title only.

Mayor Turnbow opened the public hearing at 8:18 p.m. and called for a staff report.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Brad Kempf, representing Clayton Properties Group Inc. and current property owner Hunt Midwest Real Estate LLC, is requesting to reclassify the zoning of 52.05 acres located on the west side of Dean Avenue, south of Johnston Drive from "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, staff report, preliminary plan, and Memorandum of Understanding (MOU) to be entered into the record. He reviewed the history of the property. A reclassification of zoning to PUD includes a preliminary plan for the Allera subdivision, a proposed 171-lot single-family residential community. A Good Neighbor meeting was held on March 16 with 3 residents in attendance; questions and answers are summarized in the staff report. This tract of land originally was platted for 164 single family lots. The proposed development would include 170 single family lots and a live/work component. The PUD allows flexibility with the type of product the developer would like to build. The live/work component would be dwelling units located above the ground floor; there are 9 of these proposed units. The ground floor could be office or commercial spaces; prohibited uses for the commercial spaces are included in staff reports. Screening would be required between the single family lots and the live/work component. At its April 5, 2022 meeting the Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning request.

Public Works Director Mike Krass reviewed the traffic information for this area. Dean Avenue was designed to allow for development of the surrounding area. A concept plan has been submitted to property owners for adjustments to Dean Avenue as there is a bottleneck at 59 Highway and Dean Avenue. This includes possible changes in access points or potential traffic signals, among other options.

Councilmember Townsend asked if the single family lots in the project will be for sale or lease and that the walking trail included in the MOU doesn't appear in the conceptual plan. He also asked if there will be additional street lights that would be installed along the outer road and Dean Avenue. Mr. Gress stated the applicant would review the characteristics of the single family lots, and the trail location would be determined during phasing. Mr. Krass stated installation of street lights will be evaluated during the capital improvement project discussions next year.

Councilmember Townsend noted there are no sidewalks on the eastside of Dean Avenue. Mr. Gress stated that there is a trail through the trees in lieu of a sidewalk.

Councilmember Abdelgawad asked the order of construction. Mr. Gress stated the application will have 2 phases of development, but there is a specific list of amenities in MOU that have to be under construction during phase 1.

Councilmember Barber asked if the live/work component isn't successful, what would have to happen to change the zoning back to single family residential. Mr. Gress stated the application would have to go through the same process as they are doing now, coming back through the review process.

Councilmember Berendzen asked about park land dedication and noted the 5 foot side yard setback. Mr. Gress stated it is being dedicated down Johnston Drive at some point in the future.

Councilmember Townsend asked if the units are built to suit. Mr. Gress stated he would let the application expand on that process. He stated a site plan process would occur with the live/work component.

Councilmember Berendzen stated a PUD allows the smaller side yard setbacks and asked what the city getting back for approving the PUD. Mr. Gress stated the property currently has preliminary plat approval for Timber Trails development. With this proposal, the city isn't given anything up with this project, it is allowing the applicant the flexibility to provide different home styles. The city gains a new concept with the live/work component and the MOU solidifies that the amenities promised in the development will be built.

Councilmember Berendzen stated that the city is giving up the 10 foot side yard setback as is required in an R-1 zoning. Mr. Gress stated that the 5 foot side yard setback is the minimum setback, however some of the home styles will be larger with more traditional setbacks. The PUD allows the flexibility to have different products coexist in the same development.

Developer representative Dan Foster, Schlagle, 14920 W. 107th Street, Lenexa, KS, reviewed the project. The 4 types of single family homes will have a range of lot sizes, from 4,725 to 6,500+ square feet. The larger lots are along Dean Avenue and the existing single family developments and the smaller lots will be along the outer road. There are 9 live/work units in 3 buildings, to be built at the same time. Amenities such as a swimming pool, clubhouse, playground, and recreation spaces will be located in the center of the project. Throughout the site there will be 2 green space areas, landscape perimeter buffers, and lakes with decorative fountains. Home prices will range from \$250,000 to \$450,000 and will have basements and garages. The live/work component will have a single garage, driveway space, and open parking dedicated to the live/work units. He stated the plan complies with the comprehensive plan, has a similar number of single family lots as the currently approved plat, it's in compliance with the code requirements for PUD, and the property has been vacant since annexation many years ago. He stated the city is gaining variety in housing choices, amenities, an additional attractive neighborhood, preserving natural drainage features, and an additional open space and trails.

Councilmember Berendzen asked why 5 foot instead of 10 foot side yard setbacks. Mr. Foster stated some of the older neighborhoods in the metro area, such as

Brookside or Waldo, are closer together. The target demographic may not desire the maintenance of larger yards.

Mayor Turnbow opened the public hearing for public comment, and hearing none closed the public hearing at 8:52 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3709 by title only.

DISCUSSION: Councilmembers Abdelgawad, Townsend, and Burke stated they like this concept with the live/work component and the variety of home sizes incorporated in the same development and the amenities it would bring to the area.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Nay
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

C. Johnston Drive Reimbursement Agreement

BILL 3710: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC TO CONSTRUCT THE EXTENSION OF JOHNSTON DRIVE."

City Clerk Erica Hill conducted the first reading of Bill 3710 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. The 2020 General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus east to its intersection with Dean Avenue. This road segment is directly adjacent to the north property line of the proposed Allera Subdivision, and will provide future access to the subdivision, and between Dean Avenue and the Outer Road. Brad Kempf, representing the developer of the Allera subdivision, desires to commence development of the first phase of the subdivision. To provide access to the first phase, Mr. Kempf desires to advance the construction of the Johnston Drive extension as part of the development process for other public improvements for the subdivision.

Councilmember Holman asked if this advanced the timeline of the project. City Manager Jim Feuerborn answered yes.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3710 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Forster Aye
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills Aye

D. Award of Contract to Holiday FX for Holiday Lighting

BILL 3605: "AN ORDINANCE OF THE CITY OF RAYMORE, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOLIDAY FX FOR INSTALLATION, MAINTENANCE AND STORAGE OF THE CITY'S HOLIDAY DISPLAYS."

City Clerk Erica Hill conducted the first reading of Bill 3604 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. The current contract with Holiday FX for holiday lighting services at City Hall and Centerview is set to expire. Staff publicly bid the project and Holiday FX was the only vendor to submit a completed bid. Staff provided documentation of the bid as requested to five firms, but Holiday FX was the only firm to respond with a complete bid proposal. Per the City's policy when a single bidder responds to a project, the company was vetted and interviewed to ensure compliance with comparable costs and services. Additionally, Holiday FX has been providing holiday display services for the City for the past three years with exceptional results. In addition to the building lighting, this contract also includes the purchase of a replacement for the Mayor's Christmas Tree. He answered questions of clarification from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to amend Bill 3605 to read Bill 3705 and approve as amended the first reading of Bill 3705 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Forster Aye
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills Aye

E. Award of Contract to Hoefer Welker to Lead the Space Analysis Project

BILL 3606: "AN ORDINANCE OF THE CITY OF RAYMORE, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOEFER WELKER FOR A SPACE ANALYSIS AND DESIGN SERVICE FOR THE PROPOSED JUSTICE CENTER."

City Clerk Erica Hill conducted the first reading of Bill 3606 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. As part of the FY 2022 Capital Improvement Plan, Council approved a space analysis study to look specifically at anticipated space needs for a future Justice Center. Staff advertised the RFQ for this project and Hoefer Welker proved to be the most qualified. As part of the project, Hoefer Welker will be seeking input from staff in the Police Department and looking at future growth and staffing needs.

Councilmember Townsend asked how many requests for qualifications were received. Mr. Ekey stated four qualified responses were received.

MOTION: By Councilmember Townsend, second by Councilmember Holman to amend Bill 3606 to read Bill 3706 and approve as amended the first reading of Bill 3706 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

F. Budget Amendment: HVAC Replacement

BILL 3607: "AN ORDINANCE OF THE CITY OF RAYMORE, AMENDING THE FY 2022 BUDGET AND AUTHORIZING THE CITY MANAGER TO ADVANCE THE HVAC REPLACEMENT PROJECT IN THE BUILDINGS & EQUIPMENT REPLACEMENT FUND."

City Clerk Erica Hill conducted the first reading of Bill 3607 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. Staff had originally planned to replace City Hall's 20-year-old

HVAC system as part of the FY 2023 budget. Because of logistics and shipping delays, staff is asking for Council approval on a budget amendment to order the new HVAC equipment during this fiscal year so it has adequate time to be delivered and installed as originally planned.

MOTION: By Councilmember Townsend, second by Councilmember Holman to amend Bill 3607 to read Bill 3707 and approve as amended the first reading of Bill 3707 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked Mr. Circo for his service to the City, welcomed Councilmember Forster, thanked Mr. Krass for the traffic reports, and thanked the voters.

Councilmember Barber stated he appreciates the out-of-the-box projects such as the Allera project presented this evening.

Councilmember Berendzen stated that his no vote on the Allera rezoning and preliminary plan was because he feels we could have a nice neighborhood with the current zoning in place.

Councilmember Forster thanked the voters for electing her and is eager to learn, and urged the preservation of trees.

Councilmember Abdelgawad congratulated the Finance staff for their 11th year in a row receiving the Certificate of Excellence in Financial Reporting and thanked the dispatchers for their work.

Councilmember Burke noted an increase of solicitors in Ward 2.

Mayor Turnbow noted that staff brings forward well thought out and planned proposals. He also reflected on indications of the low voter turnout in the recent municipal election.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

The special meeting of the Raymore Council adjourned at 9:24 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 22-13

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AND APPROVING THE SALE OR DISPOSAL OF OBSOLETE AND SURPLUS PROPERTY IN ACCORDANCE WITH SECTION 135.030 OF THE CITY CODE."

WHEREAS, the items listed in Exhibit A of this Resolution are not usable within the City and are recommended for sale or disposal, and;

WHEREAS, Section 135.030 of the Raymore City Code provides:

SECTION 135.030: SURPLUS PROPERTY

- A. A detailed list of any surplus, obsolete or worn-out, department property shall be submitted to the Purchasing Specialist with recommendation for disposal. Upon request, items may be transferred to another department subject to approval of the City Manager.
- B. Surplus property may be sold by public auction with authorization of the City Council. Unsold items may be disposed of upon approval of the City Manager.

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

Section 1. The property described in Exhibit A is declared surplus and shall be sold to the highest bidder or disposed of.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Exhibit A

2022 Disposal Items

Dept.	Item Description			Serial Number	Asset #
II	Laptop	HP	ProBook 450 G4	5DC710589S	NA
	Laptop	Dell	Latitude e5420	61BB6S1	2038
	Laptop/Tablet	Motion	R12	00606768	2247
	Laptop/Tablet	Motion	R12	F8JHAG000033	2283
	Laptop/Tablet	Motion	R12	FCJHAG000100	2313
	Laptop/Tablet	Motion	R12	00608888	2251
	Laptop/Tablet	Motion	R12	F8JHAG000225	NA
	Desktop	Dell	OptiPlex 7010	7NSW9Z1	2109
	Desktop	Dell	Precision 5810	FT58182	2312
	Tablet	Apple	iPAD AIR 2 A1567	DMPJLJ00F189	2050
	Tablet	Apple	iPAD AIR 2 A1567	DMPP3H8KG5YL	NA
	Tablet	Apple	iPAD 4th Gen A1459	DMPJL5PTF18F	NA
	Desktop	Dell	OptiPlex 9020	FH9H182	2294
	Desktop	Dell	OptiPlex 7010	7NVT9Z1	2103
	Desktop	Dell	OptiPlex 9020	FH9D182	2292
	Desktop	Dell	OptiPlex 3020	9NXWM52	2304
	Desktop	Dell	OptiPlex 9020	D46QK02	2181
	Desktop	Dell	OptiPlex 9020	FH99182	2297
	Printer	HP	LaserJet 1022	CNBC59T1VL	01-0421
	Server	Seneca		1640149	na
	Desktop	Apple	iMac 2013 A1418	D25LQ0Z8F8J8	2113
	Monitor	Dell	e2215hvf	CN-ODHNVJ-72872-4B8-AKAB	na
	Monitor	Samsung	204BW	HA20HVFLB04667R	04-0049
	Monitor	ACER	G205HV	ETLSC08008151086604226	na
	UPS	CyberPower	OR700LCDRM1U	GAFGV2001493	na
	Monitor	LG	24LH4830	908mxtcuv289	na
	Monitor	LG	24LH4830	908MXQAUV308	na
	Monitor	LG	24LH4830	908MXPHUV304	na
	DVD Writer	ASUS	DRW24B3ST	JBD0KQ023246	na
	DVD Writer	ASUS	DRW24B3ST	JBD0KQ023252	na
	UPS	Tripp-Lite	SMART1300LCDT	2306AVLSM872100810	na
	UPS	Tripp-Lite	SMART1300LCDT	2306AVLSM872101731	na
	UPS	Tripp-Lite	SMART1300LCDT	2428BVLSM872100598	na
	UPS	Tripp-Lite	SMART1500RM2U	2643BY0SM820600887	2379
	RAM	Samsung	PC3-10600E DDR3	na	na
	RAM	Samsung	PC3-10600E DDR3	na	na
	RAM	Elpida	PC3-8500U DDR3	na	na
	RAM	Elpida	PC3-8500U DDR3	na	na
	RAM	Elpida	PC3-8500U DDR3	na	na
	RAM	Elpida	PC3-8500U DDR3	na	na
	Desktop	Dell	OptiPlex 9020	FH98182	2293
	Desktop	Dell	Optiplex 9010	3NWTNW1	2062
	Desktop	Dell	Optiplex 7010	7NTW9Z1	2105
	Desktop	Dell	Optiplex 7010	F1J0R22	2222
	Desktop	Dell	Optiplex 7010	48GK8Z1	2097
	Desktop	Dell	Optiplex 7010	B9K3R22	2227
	Matrix Switcher	Atlona	AT-UHD-PRO3-66M	0710296517011106458	
	4k Receiver	Atlona	AT-HDVS-200-RX	0070298016092300164	
	4k Receiver	Atlona	AT-HDVS-200-RX	0070298013060600186	
	4k Receiver	Atlona	AT-HDVS-200-RX	0070298016092300163	
	Wallplate Switcher	Atlona	AT-HDVS-150-TX-WP		
	Wallplate Switcher	Atlona	AT-HDVS-150-TX-WP		
	Wallplate Switcher	Atlona	AT-HDVS-150-TX-WP		
PARKS					
	Pole Saw	Stihl			25-0576
	Weed Eater	Stihl	FS-90 R		3007
	Weed Eater	Stihl	FS-90 R		3006
	Weed Eater	Stihl	FS-90 R		3005
	Weed Eater	Stihl	FS-90 R		3004
	Weed Eater	Echo SRM3000			NA
	Snowblower	Craftsman	9HP		NA
	Filters	Z line series	16x20x2 - 20x25x2		NA
BLDG					
	Table	42" Round			NA

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: David Gress

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 3708: Oak Ridge Farms 4th Phase Rezoning

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: Planning and Zoning Commission

Date: April 5, 2022

Action/Vote: 8-0 Recommended for Approval

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report, Conceptual Development Plan, Memorandum of Understanding

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Sean Seibert, representing CT Midland, is requesting to reclassify the zoning of approximately 9.45 acres located south of W. Pine Street, east of N. Madison Street from "C-2" General Commercial District to "R-3A Multiple Family Residential District"

The proposed rezoning would support an expansion of the existing Oak Ridge Farms subdivision, which has also been developed by the applicant.

The Memorandum of Understanding and Conceptual Plan identify the lots sizes and development standards, and specifies the requirements and process to proceed with further review with City staff. If approved, staff would work with the applicant on a final plat, and site plan for the proposed development.

At its April 5, 2022 meeting the Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning request.

The rezoning request is now submitted for consideration by the City Council

BILL 3708

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "R-3A" MULTIPLE FAMILY RESIDENTIAL DISTRICT, A 9.45 ACRE TRACT OF LAND LOCATED SOUTH OF W. PINE STREET, EAST OF N. MADISON STREET, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on April 5, 2022, 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 April 11, 2022, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said 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 accepts the recommendation of the Planning and Zoning Commission.

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "R-1P" Single-Family Residential District to "PUD" Planned Unit Development District, for the following property:

All that part of Northwest 1/4 of Section 15, Township 46 North, Range 32 West, Raymore, Cass County, Missouri being more particularly described as follows:

All of Lots 5 thru 9, Heritage Plaza, a subdivision as recorded in the Office of the Recorder, Cass County, Missouri; and

A part of the Southwest quarter of the Northwest quarter of Section 15, Township 46, Range 32, Raymore, Cass County, Missouri, described as follows: Beginning in the East right-of-way line of Missouri State Highway #58 and 809.96 feet North of the South line of said Southwest Quarter of the Northwest Quarter of said Section 15; thence North along said right-of-way line of said highway, 161.5 feet; thence South 89°13'30" East 771.73 feet; thence South 0°02'56" West 178 feet' thence North 88°00' West 771.98 feet to the Point of Beginning, EXCEPT the West 260 feet and that part in roads; and

Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township) 46, Range 32, Raymore, Cass County, Missouri described as follows:

Beginning at a point in the East right-of-way line of Missouri State Highway 58 and 1,134.46 feet North of the South line of said Southwest Quarter of the Northwest Quarter of Section 15; running thence North along said right-of-way line of Highway 58, 192 feet; thence North 89 degrees 30 minutes 47 seconds East 772 feet; thence South 0 degrees 2 minutes 56 seconds West 209 feet; thence North 89 degrees 13 minutes 30 seconds West 771.87 feet to the point of beginning, EXCEPT the West 260 feet and that part in roads.

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 11TH DAY OF APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: April 11, 2022
Re: Case #22005 Oak Ridge Farms 4th Plat - Rezoning from “C-2” to “R-3A”

GENERAL INFORMATION

Applicant: Sean Siebert
ORF LLC
3303 Main St.
Grandview, MO 64086

Requested Action: Request for a reclassification of zoning from “C-2” General Commercial District to “R-3A” Multiple-Family Residential District.

Property Location: Generally located south of Pine St, east of N. Madison St.



Existing Zoning: "C-2" General Business District



- North: C-2 and City of Raymore Property (General Commercial)
- East: R-2 (Single and Two-Family) R-3A (Multiple-Family District)
- South: C-2 (General Commercial and BP (Business Park)
- West: C-2 (General Commercial District)

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial.

Major Street Plan: The Major Thoroughfare Plan Map classifies Pine St as a Minor Collector and N. Madison St. as a Major Arterial.

Legal Description: All that part of Northwest 1/4 of Section 15, Township 46 North, Range 32 West, Raymore, Cass County, Missouri being more particularly described as follows:

All of Lots 5 thru 9, Heritage Plaza, a subdivision as recorded in the Office of the Recorder, Cass County, Missouri; and

A part of the Southwest quarter of the Northwest quarter of Section 15, Township 46, Range 32, Raymore, Cass County, Missouri, described as follows: Beginning in the East right-of-way line of Missouri State Highway #58 and 809.96 feet North of the South line of said Southwest Quarter of the Northwest Quarter of said Section 15; thence North along said right-of-way line of said highway, 161.5 feet; thence South 89°13'30" East 771.73 feet; thence South 0°02'56" West 178 feet' thence North 88°00' West 771.98 feet to the Point of Beginning, EXCEPT the West 260 feet and that part in roads; and

Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township) 46, Range 32, Raymore, Cass County, Missouri described as follows: Beginning at a point in the East right-of-way line of Missouri State Highway 58 and 1,134.46 feet North of the South line of said Southwest Quarter of the Northwest Quarter of

Section 15; running thence North along said right-of-way line of Highway 58, 192 feet; thence North 89 degrees 30 minutes 47 seconds East 772 feet; thence South 0 degrees 2 minutes 56 seconds West 209 feet; thence North 89 degrees 13 minutes 30 seconds West 771.87 feet to the point of beginning, EXCEPT the West 260 feet and that part in roads.



Looking south from Pine St.



Looking southeast from intersection of Pine and Madison



Looking east from N. Madison St. (South of Sonic)



Looking northeast from Perkins Parking Lot.

Advertisement: March 17, 2022 **Journal** newspaper
Mar 24, 2022 **Journal** newspaper

Public Hearing: April 5, 2022 Planning Commission meeting
April 11, 2022 - City Council 1st Reading

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication in Newspaper
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Exhibit 7. Applicant’s Conceptual Plan
Exhibit 8. Memorandum of Understanding
Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning classification from existing “C-2” General Commercial District to “R-3A” Multiple-Family Residential District.

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. Heritage Plaza Lot 1 (Final Plat) was approved on August 26 1985.
2. Heritage Plaza 2nd Plat (Final Plat) was approved on October 25, 1985.

3. Heritage Plaza (Revised Preliminary Plat) was approved on October 28, 1985.
4. The "R-3" Multiple-Family residential zoning for the Pointe at Raymore Townhomes to the southeast was approved on September 23, 1985.
5. Heritage Plaza Lot 10 (Final Plat) was approved October 27, 1986
6. Oak Ridge Farms 3rd Plat was approved to be rezoned from "R-1" Single-family Residential District to "PUD" Planned Unit Development District on September 28, 2020.
7. The two large lots to the south as part of the proposed rezoning remain unplatted at this time.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday, March 23, 2022 in Harrelson Hall at Centerview. 7 people attended, including Business owners located near the subject property and residents of Oak Ridge Farms. Applicant Sean Siebert also attended to make the presentation and answer questions and concerns. City Planner Dylan Eppert and Development Services Director represented City staff. The comments below provide a summary of the meeting:

Sean Siebert began the meeting by briefly explaining the project. The property is proposed to be rezoned from "C-2" General Commercial District to "R-3A" Multiple-Family Residential District. The proposed concept plan consists of 112 dwelling units as well as keeping the western most portion that abuts N. Madison St. at its current zoning of "C-2" General Commercial District. Mr. Siebert is planning for the development to be under a single ownership and common areas to be maintained by the Home Owners Association (HOA). The units will be very similar to the Sunset Plaza development architecturally speaking. These units will all have at least one garage as well as a driveway to serve each dwelling unit. The development will be served with private streets and access coming from Pine St.

Attendees had the following questions regarding the project:

- 1. There was a question about the access as there was some confusion.**

Sean: The access will be from Pine St. The secondary access is only for the Fire Department.

- 2. How accurate is the property line?**

Sean: The land surveyor is still doing some survey work but the lines are close but not completed at this point.

3. How will Lot 4 (SW Corner of 58 Hwy & Pine) be used?

Sean: The hope is for Sean to work with the City to be able to widen Pine St. and place a median there to be able to add some beautification when people turn on Pine from Madison street into his new development.

4. Why would we want to rezone Commercial lots to residential?

Gress: This property has sat vacant for a number of years without any real interest. The commercial is not being completely taken as there will be some pad sites for commercial south of Sonic and north of Perkins. The land is not ideal as there is a sanitary line that runs through the property, heavily tree'd and has some topography issues to contend with.

5. A resident had heard there was a proposed project worth 15 or 20 million dollars at one time, is that true?

Gress: To the best of my knowledge that is not true as I have been with the City for almost 6 years and have not heard of this proposed project.

6. Will any of these be single family homes?

Sean: No, they will for the most part be 4-plex/townhomes. I do however, have some single family homes in Oak Ridge Farms 3rd plat that are being built right now.

7. Will this product be low income?

Sean: No this will have rents from \$1495 to \$1895 a month depending on the number of bedrooms and garage. I want to have a diversity of products so that I can reach people in the \$1300 to \$1500 market as well as the \$1800 to \$2000 market will average in the middle around \$1700 a month.

8. Who will maintain the property?

Sean: The property will be maintained by the applicant. This will be a single lot with common areas. This development will be part of the existing Oak Ridge Farms HOA

9. As time goes on, how can we be assured this won't end up like other similar developments that have not been maintained?

Eppert: Other similar developments are able to sell individual units while this development has private streets which our code will not allow for lots to be split when driveways access private streets. It has to be a public street. Also, there will be MOU's

and development agreements in place to help aid in this project to ensure the developer does what they promise they will do.

10. How will storm water be handled?

Sean: We are still working on that, as the plan is to try and direct stormwater to the existing detention ponds with the current Oak Ridge Farms plats.

STAFF COMMENTS

1. The northern portion of the subject property had an approved preliminary plat dating back to 1985 however, the southern portion has remained unplatted.
2. The property is owned by the same individual who developed Oak Ridge Farms and Sunset Plaza.
3. **Section 420.010 Use-Specific Standards, Residential Uses**

a. Single-Family Attached and Multiple-Family Dwellings

i. Number of Buildings per Lot

Multiple buildings containing attached single-family and multiple-family dwellings are permitted on a single zoning lot.

ii. Number of Units per Building

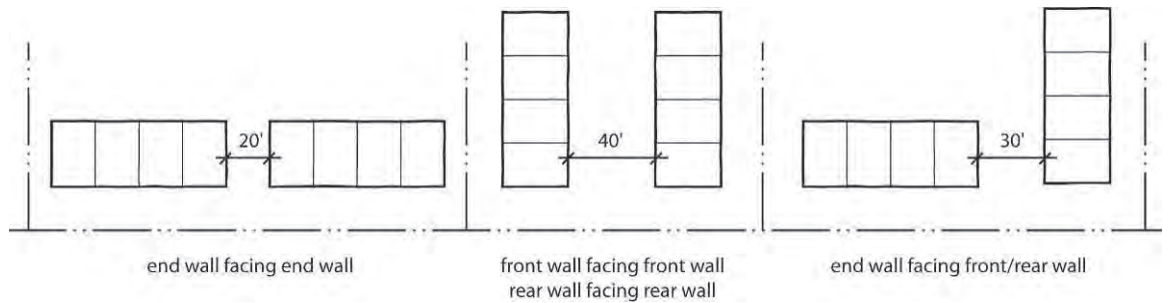
1. No more than eight attached single-family dwelling units are permitted within a single building.
2. There is no limit on the number of multiple-family dwellings permitted within a single building.

iii. Minimum Separation between Buildings

Single-family attached and multiple-family buildings situated around a courtyard will have the following minimum distance requirements as measured between exterior walls:

1. back to back, 40 feet;
2. front to front, 40 feet;
3. end to end, 20 feet;
4. end to back, 30 feet;
5. end to front, 30 feet;
6. no dwelling unit will face directly upon the rear of a building; and

7. service areas and vestibules, porches, balconies and canopies not extending more than 10 feet from the building, will be excluded from the distance requirements of this section.



4. The uses permitted in the R-3A district are as follows:

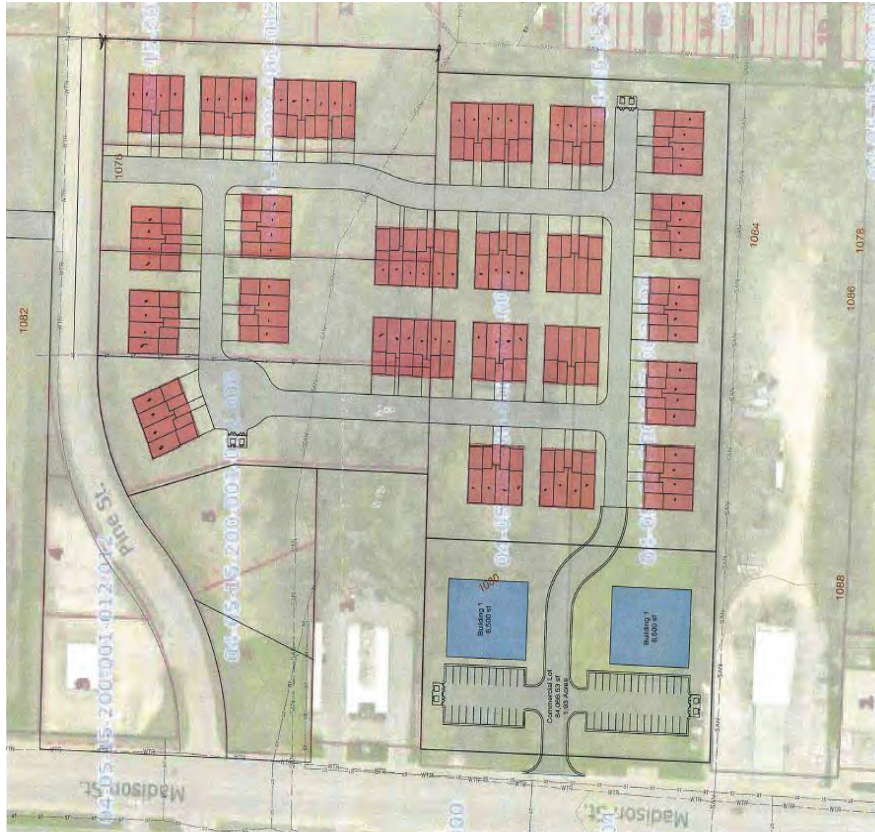
Use	R-3A	Use Standard
RESIDENTIAL USES		
Household Living		
Single-family Dwelling, Detached (conventional)	-	
Manufactured Home Residential – Design	-	Section 420.010D
Single-family Dwelling, Attached	S	Section 420.010A
Two-family Dwelling (Duplex)	P	
Multi-family Dwelling (3+ units)	S	Section 420.010A
Apartment Community	-	Section 420.010A
Cluster Residential Development	S	Section 420.010B
Manufactured Home Park	C	Section 420.010C
Employee Living Quarters	-	
Accessory Dwelling, Attached	S	Section 420.050E
Accessory Dwelling, Detached	S	Section 420.050E
Group Living		
Assisted Living	C	
Group Home	S	Section 420.010E
Nursing Care Facility	C	
Transitional Living	C	
Group Living Not Otherwise Classified	C	
PUBLIC AND CIVIC USES		
Cultural Exhibit or Library	C	
Government Buildings and Properties	C	
Place of Public Assembly	C	
Public Safety Services	C	
Religious Assembly	P	
School	P	
Utilities		
Major	C	
Minor	P	
COMMERCIAL USES		
Animal Services		
Kennel	-	Section 420.030E

Use	R-3A	Use Standard
Day Care		
Day Care Home	S	Section 420.030C
Entertainment and Spectator Sports		
Indoor	-	
Outdoor	-	
Funeral and Interment Services		
Cemetery	C	
Funeral Home	-	
Lodging		
Bed and Breakfast	-	Section 420.030H
Medical Marijuana Cultivation Facility	-	Section 420.030N
Sports and Recreation, Participant		
Outdoor	C	
Indoor	-	
OTHER USES		
Accessory Uses	S	Section 420.050
Agricultural Uses		
Farming	-	
Boarding Stables and Riding Schools	-	Section 420.040A
Home Occupation	S	Section 420.040B
Parking		
Accessory Parking	P	
Wireless Communication Facility		Section 420.040C
Colocated	S	
Small Wireless Facility	S	Section 420.040C

5. The Bulk Dimensional Standards for a property zoned “R-3A” Multiple-Family Residential District are shown below:

R-3A	
Minimum Lot Area	
per lot	12,000 Sq Ft.
Per dwelling unit	2,000 Sq Ft.
Minimum Lot Width (feet)	90
Minimum Lot Depth (feet)	120
Yards, Minimum (feet)	
front	30
rear	30
side	10
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40

6. The subject property is identified in the City of Raymore's Growth Management Plan as "Commercial" however this property has remained vacant. The concept plan allows for two commercial pad sites while being able to transition to high density residential then medium/low density.
7. The definition of High Density in the Growth Management Plan is as follows: "Attached single-family (townhomes) and multi-family buildings characterize high density residential land use. This district is often located close to arterial roadways and can serve as a buffer between lower density residential and commercial districts."
8. The applicant is proposing a multi-unit, multi-family residential development under common ownership and maintenance.
9. Though not required, staff prepared a Memorandum of Understanding for the rezoning of the property. The MOU will restrict future development to the number of units and general layout of the submitted conceptual plan. The MOU will be finalized prior to 1st reading by the City Council of the rezoning application.
10. If the rezoning is approved, the next step would be Site Plan approval then Final Plat approval.
11. The rezoning request was discussed in our monthly meeting with the administration of the Raymore-Peculiar School District to get their feedback. The school district indicated they were "aware of the development and do not feel it would cause a negative impact on our ability to meet the needs of the students".
12. A landscape buffer is required between the subject property and the "R-2" single and two-family residential development to the northeast. Also, the applicant will be required to maintain the trees along pine street.
13. The conceptual plan for Oak Ridge Farms 4th Plat that was shared as part of the Good Neighbor meeting proposes approximately 112 multiple-family dwellings that will abut private streets contained within the development. This conceptual plan will be the basis for submittal of the Site Plan for the subdivision as illustrated below:



ENGINEERING DIVISION RECOMMENDATION

See attached memorandum.

STAFF PROPOSED FINDINGS OF FACT

Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;** The character of the surrounding neighborhood is a mixture of two-family, multiple family and commercial uses.
2. **the physical character of the area in which the property is located;** The physical character of the area in which the property is located consists of commercial to the west, two-family and multiple-family to the east, , to the south is commercial (Perkins) and to the north is Wildwood Boutique and City owned property. There are some topography issues, heavily treed as well as a small creek running through the subject property.

3. consistency with the goals and objectives of the Growth Management Plan and other plans, codes and ordinances of the City of Raymore;

The Growth Management Plan identifies this property as appropriate for Commercial development, defined as “Areas most appropriate for retail uses, offices, and most commercial businesses are designated in this category.”

4. suitability of the subject property for the uses permitted under the existing and proposed zoning districts;

The subject property is currently not suitable for commercial development as there are many factors that hinder that kind of development in the proposed location. The topography is a challenge for not only the subject property but existing commercial businesses as well. The deep and narrow lots that abut N. Madison makes it difficult to develop fully as usable commercial ground, and there is a small creek that crosses the subject property as well as a sanitary sewer easement.

The proposed concept plan would enable site ready commercial pad sites while providing an excellent buffer between the commercial areas and the medium/low density areas to the east.

5. the trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district;

Property to the north consists of Wildwood Boutique and City owned property.

Property to the east was developed by the applicant.

The Pointe was developed as an R-3A development.

Property to the south is the Perkins property.

Property to the west is Sonic and vacant lots.

Developments to the east (Oak Ridge Farms, The Point, Heritage Hills) all started out as “R-1” Single-Family Residential District and have been rezoned to a higher density and use.

6. the extent to which the zoning amendment may detrimentally affect nearby property;

The proposed zoning map amendment would not detrimentally affect the surrounding properties. The subject property would provide a buffer between the commercial and lower density residential properties. This land has been vacant for years despite being commercially zoned platted lots.

7. whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;

Adequate public infrastructure is available to serve the site, or will be available at the time development of the property occurs. There is existing water and sanitary sewer infrastructure to serve the property. The adjacent road network can adequately serve the site. Pine St. will serve as the sole access to the development and the road's interior to the site will be maintained as private.

8. the suitability of the property for the uses to which it has been restricted under the existing zoning regulations;

The property is currently suited for uses under the current zoning regulations.

9. the length of time (if any) the property has remained vacant as zoned;

The property has remained vacant since it was incorporated into the City.

10. whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant; and

The proposed zoning map amendment is in the public interest as the development would provide another housing option for current and future residents of Raymore as well as provide a good opportunity to have future commercial development to complement existing commercial businesses. The proposed development provides a logical barrier between 58 Highway, commercial development, and other adjacent land uses.

11. the gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

There will be no gain to the public health, safety and welfare of the community as a result of the denial of the application.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	April 5, 2022	April 11, 2022	April 25, 2022

STAFF RECOMMENDATION

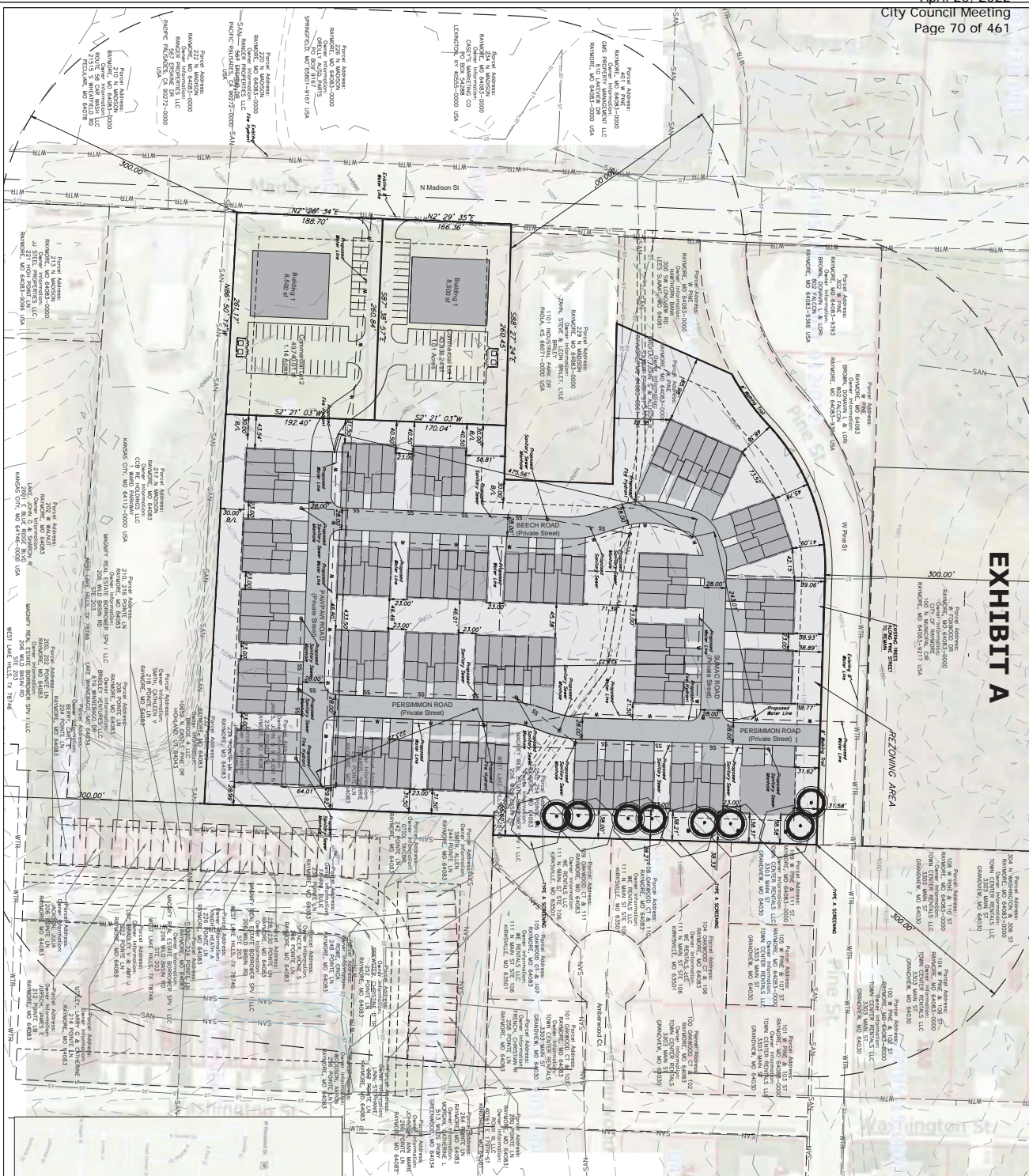
The rezoning of the subject property from "C-2" General Commercial District to "R-3A" Multiple-Family Residential District which would provide a logical buffer between Commercial (west) and medium density (east). The proposed rezoning will provide a residential development that is compatible with the surrounding land uses while retaining the commercial zoning of property that is viable for commercial development.

City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #22005, reclassification of zoning from existing "C-2" General Commercial District to "R-3A" Multiple-Family Residential District" of approximately 9.45 acres, to City Council with a recommendation of approval.

PLANNING COMMISSION RECOMMENDATION

At its April 5th, 2022 meeting, the Planning Commission voted 8-0 to accept the staff proposed findings of fact and forward case #22005, reclassification of zoning from existing "C-2" General Commercial District to "R-3A" Multiple-Family Residential District" of approximately 9.45 acres, to City Council with a recommendation of approval.

EXHIBIT A



CONCEPT PLAN
 SCALE: 1" = 40'

PROPERTY DESCRIPTION: North 46 Acres, Tract 2 near Raymore, Cass County, Missouri, being a portion of Section 14, Township 46 North, Range 46 West, Raymore, Cass County, Missouri, as shown on the plat of the same recorded in the Office of the Recorder, Cass County, Missouri.

Site Data:
 Total Area: 8.45 Acres (363,889 sq ft)
 Proposed Area: 8.45 Acres (363,889 sq ft)
 Future Commercial Lot: 1/2 Acre (43,560 sq ft)
 Total Future Commercial Lot: 1/2 Acre (43,560 sq ft)
 Total Future Residential Lot: 2/3 Acre (323,773 sq ft)

SIZE (Approximate) Notes:
 Public Water Main Improvements: The existing 20" water main located on north side of the property.
 Sewer Main Improvements: The existing 20" sewer main located on north side of the property.
 Storm Sewer Improvements: The existing 20" storm sewer main located on north side of the property.
 Gas Main Improvements: The existing 20" gas main located on north side of the property.
 Electric Main Improvements: The existing 20" electric main located on north side of the property.
 Fire Main Improvements: The existing 20" fire main located on north side of the property.

UTILITIES:
 Water: City of Raymore
 Sewer: City of Raymore
 Storm Sewer: City of Raymore
 Gas: City of Raymore
 Electric: City of Raymore
 Fire: City of Raymore

ADDITIONAL NOTES:
 The subject property is located within a Flood Zone Designated Zone (F) AREAS DO NOT OBTAIN THE FLOOD PLAN PER FEMA MAP. COMMUNITY PLAN AND FLOOD ZONE DESIGNATED ZONE (F) AREAS DO NOT OBTAIN THE FLOOD PLAN PER FEMA MAP.





Memorandum of Understanding
for
Oak Ridge Farms 4th Phase
Rezoning

Legal Description Contained on Pages 2-3

Between CT Midland, LLC, Grantor,

and

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

April 25, 2022

MEMORANDUM OF UNDERSTANDING
Oak Ridge Farms 4th Phase Rezoning

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE REZONING AND DEVELOPMENT OF THE OAK RIDGE FARMS SUBDIVISION is made and entered into this **25th** day of **APRIL**, **2022**, by and between CT Midland, LLC (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

WHEREAS, Sub-Divider seeks to obtain rezoning approval from “C-2” General Commercial District to “R-3A” Multiple-Family Residential District from the City for a subdivision to be known as Oak Ridge Farms Subdivision, proposed to be located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, Sub-Divider agrees to assume all subdivision development obligations of the City as described in this agreement; and,

WHEREAS, the City desires to ensure that 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:

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

PROPERTY DESCRIPTION

All that part of Northwest 1/4 of Section 15, Township 46 North, Range 32 West, Raymore, Cass County, Missouri being more particularly described as follows:

All of Lots 5 thru 9, Heritage Plaza, a subdivision as recorded in the Office of the Recorder, Cass County, Missouri; and

A part of the Southwest quarter of the Northwest quarter of Section 15, Township 46, Range 32, Raymore, Cass County, Missouri, described as follows: Beginning in the East right-of-way line of Missouri State Highway #58 and 809.96 feet North of the South line of said Southwest Quarter of the Northwest Quarter of said Section 15; thence North along said right-of-way line of said highway, 161.5 feet; thence South 89°13'30" East 771.73 feet; thence South 0°02'56" West 178 feet' thence North 88°00' West 771.98 feet to the Point of Beginning, EXCEPT the West 260 feet and that part in roads; and

Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township) 46, Range 32, Raymore, Cass County, Missouri described as follows: Beginning at a point in the East right-of-way line of Missouri State Highway 58 and 1,134.46 feet North of the South line of said Southwest Quarter of the Northwest Quarter of Section 15; running thence North along said right-of-way line of Highway 58, 192 feet; thence North 89 degrees 30 minutes 47 seconds East 772 feet; thence South 0 degrees 2 minutes 56 seconds West 209 feet; thence North 89 degrees 13 minutes 30 seconds West 771.87 feet

to the point of beginning, EXCEPT the West 260 feet and that part in road

CONCEPTUAL DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as an extension of the existing Oak Ridge Farms community, containing a mixture of attached single family dwellings in the manner shown on the Conceptual Development Plan, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

- a. The zoning for the entire Property shall be “R-3A” Multiple Family Residential District

- b. Land Use

1. Attached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.

- a. Attached Single Family Dwellings shall comply with the Use Standards as defined by Section 420.010A of the Unified Development Code

2. Accessory uses, including community swimming pools, community clubhouses, playgrounds or other passive/active recreation items are permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	12,000 sq. ft.
Minimum Lot Area per Unit	2,000 sq. ft
Minimum Lot Width	90 ft.
Minimum Lot Depth	120 ft.
Minimum Front Yard	30 ft.
Minimum Rear Yard	30 ft.

Minimum Side Yard	10 ft.
Minimum Side Yard Corner Lot	30 ft.
Maximum Building Coverage	40%
Maximum Building Height	50 ft.

4. Landscaping & Screening

- a. A Type-A screen shall be required along the east property line for the portion of the development that abuts the Heritage Hills 6th Plat.
- b. A Type-A screen shall be required along the western property line for the portions of the property that abut the Heritage Plaza 2nd and Heritage Plaza 3rd Plats.
- c. A Type-A screen shall also be required to be installed upon commercial lots 1 and 2 that abut the proposed development at the time such properties develop. Such screening shall be the responsibility of the developer of the commercial properties.
- d. One yard tree shall be provided in the front yard for each dwelling unit. Corner lots shall be provided with one tree in each front yard.
- e. All required landscaping shall comply with Chapter 430 of the Unified Development Code. No details as to plant location, type or size is required as part of the Conceptual Development Plan.
- f. A final landscaping plan identifying plant location, type or size shall be submitted as part of the Site Plan
- f. All required landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the applicable building.
- g. All existing trees along the south side of Pine Street shall be preserved where practical.

5. Parking

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

Use	Minimum Parking Spaces Required
Attached Single-Family Dwelling	2 spaces per dwelling unit

PHASING SCHEDULE

1. The Development may be constructed in phases

FINAL PLATS

1. Sub-Divider 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 PLAN

1. A Site Plan application shall be filed for the development in accordance with the Unified Development Code

BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

1. Building permits may be issued for units within the proposed development upon approval of the site plan.
2. No Certificate of Occupancy shall be issued for any building prior the the recording of the Final Plat
3. No Certificate of Occupancy shall be issued for any building prior to the acceptance of all public improvements for the development.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. The internal roadways serving the development shall be private roads/drives and shall be maintained by the developer/property owner.
- b. Access to individual buildings and units shall be restricted to private internal roads only. No access to individual buildings and units shall be provided off of Pine Street.

2. Pedestrian Improvements

- a. An eight foot (8') wide sidewalk/trail shall be constructed across all lots on the south side of Pine Street.
- b. Sidewalks on internal private roads shall not be required, but are encouraged.
- c. Sidewalks on residential lots shall be constructed prior to the issuance of a Certificate of Occupancy for the home.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot and each building by the Sub-Divider.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR 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. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Sub-Divider 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 City of Raymore.
2. Water service shall be provided to each lot and each building by the Developer.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

1. The Developer shall submit a stormwater management plan as part of the site plan application
2. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
3. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
4. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

1. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District shall be complied with.
2. Building permits are required for all structures from the South Metropolitan Fire Protection District separate from the City of Raymore.

STREET NAMES AND ADDRESSING

1. The City Addressing and Street Naming Policy shall be followed for the assignment of addresses issued for all buildings in the development. The

City is solely responsible for the final designation of street names and addresses.

PARKLAND DEDICATION

1. Parkland dedication shall be addressed in accordance with Section 445.040(H) of the Unified Development Code, which states that the greater of \$10,000/acre or the actual purchase price of the amount of land to be donated shall be paid as fee-in-lieu.
2. Total Parkland fee-in-lieu shall be determined upon the submittal of the Final Plat, and shall be calculated based upon the total number of proposed dwelling units contained within the Final Plat.
3. Parkland fee-in-lieu shall be paid at the time the developer submits a final plat application.

OPEN SPACE

1. Common open space shall be provided in accordance with the approved Conceptual Development Plan. All privately owned open space, common area, or amenity shall be constructed and maintained by the Home Owner's Association.
2. A minimum of 20% of the overall development shall be provided in the form of common open space.

SIGNAGE

1. Subdivision entrance markers are permitted for the development in accordance with Chapter 435 of the Unified Development Code.

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 Sub-Divider 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 complete 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, 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. 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 First Class United States mail 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 CT Midland, LLC at:

CT Midland, LLC
Attn: Sean Seibert
3303 Main Street
Grandview, MO 64030

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:

Erica Hill, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

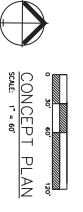
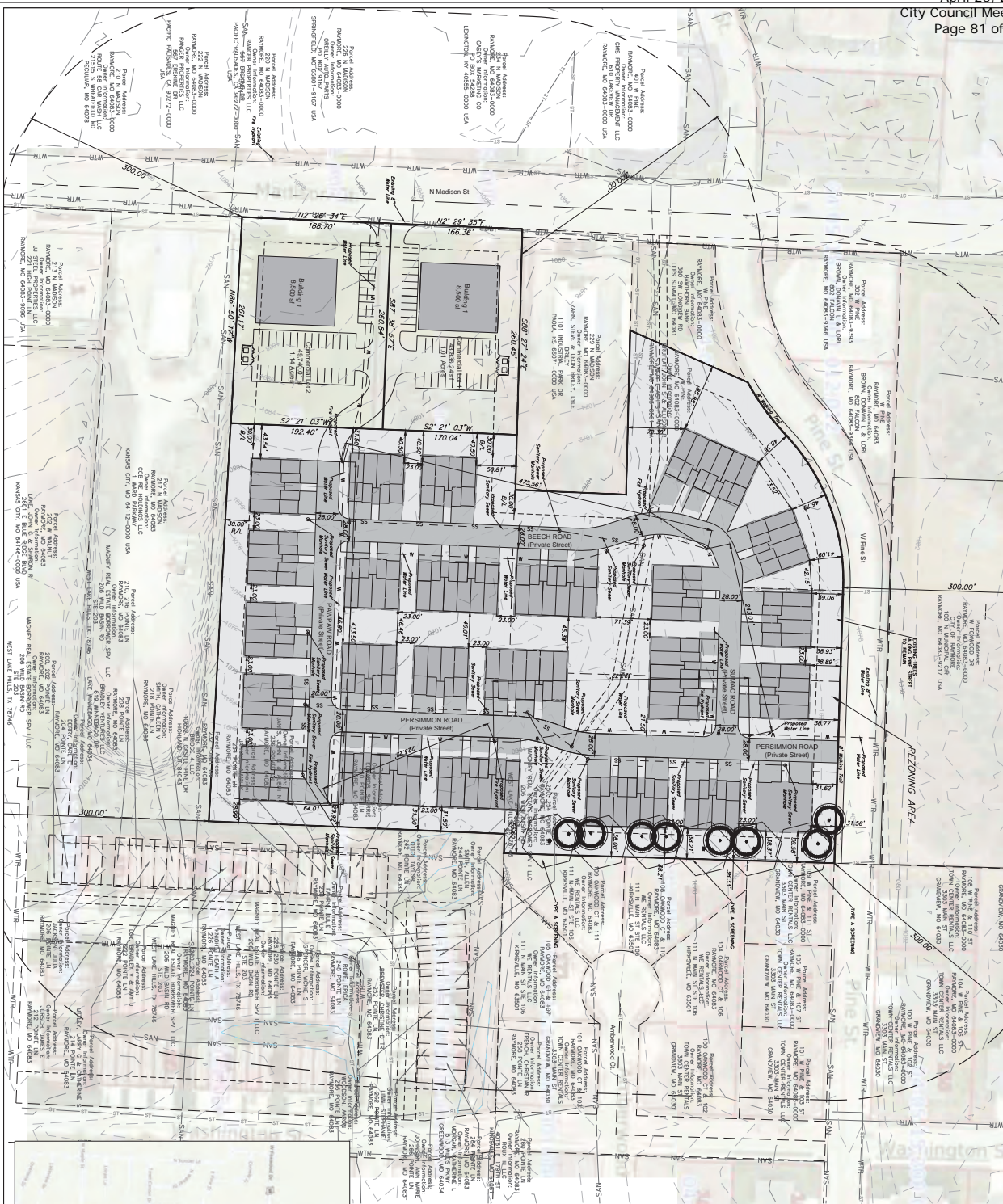
Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

EXHIBIT A



PROPERTY DESCRIPTION:
 North
 46 Year, Single 28 Year, Single, Cass County, Missouri
 All of Lot 5 (see 2019 Assessor's Map) as shown on record in the Office of the Recorder, Cass County, Missouri.

Site Data:
 845 Acres (1428889 sq ft)
 845 Acres ±
 845 Acres ±
 845 Acres ±
 845 Acres ±
 845 Acres ±

Size (Development) Notes:
 Public Water Main Improvements
 The existing 20" water main located on north side of the property
 will be replaced with a 30" water main.

Survey and Plat Notes:
 THE SUBJECT PROPERTY SURVEYED LIES WITHIN A FLOOD ZONE DESIGNATED ZONE (A) AREAS DO NOT OVERLIE THE 100 YEAR FLOOD PLAN PER FEMA, MAP, COMMUNITY PANEL NO. 450030015. THE SUBJECT PROPERTY IS NOT WITHIN THE FLOOD ZONE.

Category	Count
Current Zoning	C-2
Proposed Zoning	R-2A

Other Notes:
 The subject property is located within a flood zone designated Zone (A) Areas. The subject property does not overlap the 100 year flood plan per FEMA, Map, Community Panel No. 450030015. The subject property is not within the flood zone.

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 The subject property is located within a flood zone designated Zone (A) Areas. The subject property does not overlap the 100 year flood plan per FEMA, Map, Community Panel No. 450030015. The subject property is not within the flood zone.

Other Notes:
 The subject property is located within a flood zone designated Zone (A) Areas. The subject property does not overlap the 100 year flood plan per FEMA, Map, Community Panel No. 450030015. The subject property is not within the flood zone.

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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: David Gress

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 3709: Allera PUD Rezoning and Preliminary Development Plan

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.2.4: Provide quality, diverse housing options

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: April 5, 2022
Action/Vote: 8-0 Recommended for Approval

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report, Memorandum of Understanding, Preliminary Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Brad Kempf, representing Clayton Properties Group Inc. and current property owner Hunt Midwest Real Estate LLC, is requesting to reclassify the zoning of 52.05 acres located on the west side of Dean Avenue, south of Johnston Drive from "R-1P" Single-Family Residential Planned District to "PUD" Planned Unit Development District. A reclassification of zoning to PUD includes a preliminary plan for the Allera subdivision, a proposed 171-lot single-family residential community.

At its April 5, 2022 meeting the Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning request.

BILL 3709

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1P" SINGLE FAMILY RESIDENTIAL PLANNED DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 52 ACRE TRACT OF LAND LOCATED SOUTH OF JOHNSTON DRIVE, WEST OF DEAN AVENUE, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on April 5, 2022, 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 April 11, 2022, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said 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 accepts the recommendation of the Planning and Zoning Commission.

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "R-1P" Single-Family Residential District to "PUD" Planned Unit Development District, for the following property:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18. TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE CASS COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, P.L.S. 2002014092. AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18: THENCE SOUTH 03°31'38" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 84.80 FEET; THENCE NORTH 86°28'22" WEST, 171.07 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED SAID POINT ALSO BEING A POINT OFN THE WESTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE AS NOW LOCATED: THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 11 CALLS, SOUTH 03°30'19" WEST, 905.45 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03°29'39 WEST WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE NORTH 86°29'41 WEST, 13.34 FEET THENCE SOUTH 03°30'19" WEST, 50.00 FEET, THENCE SOUTH 86°29'41" EAST, 13.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°30'21 EAST WITH A RADIUS OF 20.00 FEEA CENTRAL ANGLE OF 90°00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE SOUTH 03°30'19 WEST, 945.75 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03°30'18" WEST WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET, THENCE SOUTH 03:30'18" WEST, 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°29'42" EAST WITH A RADIUS OF 15.00 FEET. A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET: THENCE SOUTH 03°30'18" WEST. 480.25 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'12" AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST LUCY WEBB ROAD; THENCE ON SAID NORTHLY RIGHT-OF-WAY LINE THE FOLLOWING 4 CALLS, NORTH 86°29'30 WEST, 470.41 FEET; THENCE SOUTH 03°05'59" WEST. 13.35 FEET; THENCE NORTH 80°57'34" WEST 96.62 FEET, THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 86°54'01" WEST WITH A RADIUS OF 246.48 FEET. A CENTRAL ANGLE OF 85°00'00" AND AN ARC DISTANCE OF 365.66 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 49: THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 CALLS, NORTH 01°54'01" WEST 1.050 10 FEET, THENCE NORTHERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 3,069.79 FEET, A CENTRAL ANGLE OF 16°57'11" AND AN ARC DISTANCE OF 908.30 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON DRIVE AS NOW LOCATED THENCE NORTH 70°35'08 EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 523.53 FEET; THENCE CONTINUING ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON AVENUE THE FOLLOWING 3 CALLS, NORTH 70°36'24 EAST, 139.33 FEET: THENCE NORTH 70°34'56 EAST, 139.37 FEET: THENCE EASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 19:56'03 AND AN ARC DISTANCE OF 407.06 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF

SAID DEAN AVENUE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 92 59 19 AND AN ARC DISTANCE OF 32 46 FEET TO THE POINT OF BEGINNING.

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 11TH DAY OF APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: April 11, 2022
Re: **Case #22006 Rezoning; Allera, "R-1P" to "PUD"**

GENERAL INFORMATION

**Applicant/
Property Owner** Clayton Properties Group, Inc.
% Bradley Kempf
130 SE 30th St.
Lee's Summit, MO 64082

Requested Action: Requesting to reclassify the zoning of 52.05 acres "R-1P" Single Family Residential Planned District to "PUD" Planned Unit Development District.

Property Location: Generally, located north of Lucy Webb Rd, west of Dean Avenue, and south of Benton House.



Existing Zoning: "R-1P" Single Family Residential Planned District



Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential.

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Ave. as a Minor Arterial, and Lucy Webb Rd. as a Major Collector.

Legal Description:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18. TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE CASS COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, P.L.S. 2002014092. AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18: THENCE SOUTH 03°31'38" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 84.80 FEET; THENCE NORTH 86°28'22" WEST, 171.07 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED SAID POINT ALSO BEING A POINT OFN THE WESTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE AS NOW LOCATED: THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 11 CALLS, SOUTH 03°30'19" WEST, 905.45 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03°29'39" WEST WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE NORTH 86°29'41" WEST, 13.34 FEET THENCE SOUTH 03°30'19" WEST, 50.00 FEET, THENCE SOUTH 86°29'41" EAST, 13.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°30'21" EAST WITH A RADIUS OF 20.00 FEEA CENTRAL ANGLE OF 90°00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE SOUTH 03°30'19" WEST, 945.75 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03°30'18" WEST WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET, THENCE SOUTH 03:30'18" WEST, 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°29'42" EAST WITH A RADIUS OF 15.00 FEET. A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET: THENCE

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Looking north from where Harmon Rd and Lucy Webb intersect.



Looking southeast from Benton House



Looking east from southern stub street off Dean Ave.



Looking east from middle stub street off Dean Ave.

Advertisement: March 17, 2022 **Journal** newspaper
March 24, 2022 **Journal** newspaper

Public Hearing: April 5, 2022 Planning Commission meeting
April 11, 2022 City Council

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. Preliminary Plan
Exhibit 8. Memorandum of Understanding

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 52.05 acres from "R-1P" Single Family Residential Planned District to "PUD" Planned Unit Development, including the Preliminary Plan for the proposed subdivision.

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

- The subject property was approved to be rezoned from "A" Agriculture and "M-1" Light Industrial to "R-1P" Single Family Residential Planned District February 9, 2004.
- The original preliminary plat for the Timber Trails Subdivision was approved on February 9, 2004.
- Timber Trails 2nd Plat was approved by the City Council on February 14, 2005
- At its August 11, 2014 meeting City Council approved a conditional use permit for a senior living facility (Benton House) to be located north of the subject property. .

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday March 16, 2022 in the Council Chambers of City Hall. 3 residents attended the meeting, along with the City Planner, Dylan Eppert and Development Services Director, David Gress. Brad Kempf and Kyle Jones representing Clayton Properties Group LLC. and finally Dan Foster and Jim Long project engineers. The comments below provide a summary of the meeting:

1. How long would it take to start breaking ground?

Brad: Around 6 months after all City review and approvals.

2. Will there be trails that people can use? Public or Private?

Brad: There will be trails that people will be able to use and the HOA will maintain the trails.

3. What size will the homes be?

Brad: Range from 1,100 to 2,600 square feet.

4. What is the price range of the homes?

Brad: The homes will range from \$250,000 to \$450,000.

5. Who will be building the homes?

Brad: Summit Homes

6. Storm Water questions?

Dan: The three ponds are planned to be wet features.

7. Will these homes be on slabs?

Brad: All homes will have basements.

8. Does the project meet City Code?

Gress: With a PUD the standards are set by the applicant and Staff reviews the proposal to ensure City Code is met with the information that is provided.

9. Are there any similar projects in the area?

Brad: No this is a new concept in the area that Summit Homes wants to pursue.

10. Will the project affect Dean Ave. and the Outer Rd with regards to traffic.

Gress: No, Dean Ave. was built to be able to anticipate far more traffic than the road currently sees on a daily basis. The Outer Rd. is controlled by MODOT but with the Johnston Dr. extension being completed by the applicant

this should help alleviate traffic concerns and issues with having another alternative route to use.

STAFF COMMENTS

1. The subject property proposes 170 single family lots while the original preliminary plat for Timber Trails had shown 164 single family lots.
2. The development standards for the existing and proposed zoning districts are as follows:

Lot Type	Lot A	Lot B	Lot C	Lot D
<i>Minimum Lot Area</i>	6,500 sq. ft	7,800 sq. ft	5,750 sq. ft	4,725 sq. ft.
<i>Minimum Lot Width</i>	65 feet	65 feet	50 feet	45 feet
<i>Minimum Lot Depth</i>	100 feet	120 feet	115 feet	105 feet
<i>Minimum Front Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Rear Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Side Yard</i>	5 feet	5 feet	5 feet	5 feet
<i>Minimum Side Yard, exterior</i>	15 feet	15 feet	15 feet	15 feet
<i>Maximum Building Height</i>	35 feet	35 feet	35 feet	35 feet
<i>Maximum Building Coverage</i>	45%	45%	45%	45%

3. The original Timber Trails Preliminary Plat included a parkland dedication of approximately 15.04 acres of land for future park land use based upon the previously approved preliminary plat. No parkland dedication is required as part of this development.
4. The subject property is proposing a live/work component located at the northeast corner, this concept would be new to Raymore as the intent is to have commercial uses on the main floor while having dwelling units above on the second floor.

5. Dwelling Units Located Above the Ground Floor, as defined by Section 485.010 of the Unified Development Code shall be permitted within the area identified as "Live/Work", subject to compliance with any special conditions.

(a). Non-residential uses contained within units under this classification shall be limited to the commercial uses allowed in the "PO" Professional Office, "C-1" Neighborhood Commercial, "C-2" General Commercial, and "C-3" Regional Commercial zoning districts, subject to compliance with any special conditions, as defined by Section 410.020 of the Unified Development Code, with the exceptions listed below:

1. adult businesses;
2. firearm sales or instruction;
3. pet stores, kennels, and veterinary clinics;
4. liquor and tobacco sales;
5. medical marijuana facilities;
6. motor vehicle repair, sales or service;
7. gas stations;
8. drive-thru facilities;
9. banks, loan establishments, or pawn shops;
10. hotel or motel
11. sports and recreational uses;
12. funeral and interment services;
13. accessory and indoor storage;

6. The applicant has agreed to complete the construction of Johnston Dr. to be able to meet their timeline with the proposed development, the intent is to partner with the City to do a reimbursement agreement.

7. A Type-A screen shall be required as a separation between the Detached Single Family dwellings and the Live/Work units.

8. Off-street Parking shall be provided for each home as follows:

Use	Minimum Parking Spaces Required
Single Family Dwelling	2 spaces per dwelling unit
Live/Work	2 spaces per dwelling unit; Plus, 1 space per 300 square feet of commercial and/or retail space.

9. Off-street parking shall be provided within common area tracts on Tract B at the time the subdivision amenities in Tract B as follows

Private Recreation Facilities	1 space for each 4,000 square feet of area devoted to recreational use
-------------------------------	--

10. In our monthly meeting Staff discussed this project with the Raymore-Peculiar School District and they are aware of the project and will be able to handle the volume this project could produce.
11. South Metro Fire Department has reviewed the plan, secondary access will be required per IFC 2018 since there will be more than 30 dwelling units.
12. The following amenities are provided in the Preliminary Development Plan:
- a. Swimming Pool
 - b. Clubhouse
 - c. Playground
 - d. Walking trails
 - e. Multi-purpose turf activity area(s)
 - f. Landscape Buffer Areas
 - g. Stormwater ponds with decorative fountains - Stormwater control/treatment
13. The MOU is required if the reclassification of zoning is approved. The MOU is binding on the applicant and subsequent owner of the lots. Any change to the MOU or Preliminary Development Plan will require approval of the City Council.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a rezoning request. Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;** The character of the surrounding neighborhood consists of a mixture of developed and mostly undeveloped land, including maintenance provided senior-living units (Benton House) and single family homes.
2. **the physical character of the area in which the property is located;** the physical character of the area in which the property is located is single family (Timber Trails) to the east . Undeveloped and senior-living

maintenance provided units (Benton House) to the north of the subject property, I-49 to the west and undeveloped land to the south.

3. **consistency with the goals and objectives of the Growth Management Plan and other plans, codes and ordinances of the City of Raymore;**

The Growth Management Plan identifies this property as appropriate for low density residential development. The project proposes some smaller lot sizes with some of their products but is offset by providing a new product being the live/work units which would complement Benton house and the zoning for the undeveloped area to the north.

4. **suitability of the subject property for the uses permitted under the existing and proposed zoning districts;**

The Growth Management Plan identifies this property as appropriate for low density residential development. The rezoning allows for both single family attached and live/work style lots - defined as Dwelling Units Located Above the Ground Floor by Section 485.010 of the Unified Development Code.

This project largely is consistent with the original approved preliminary plat but provides more green space and an amenity package that was not originally proposed. The MOU speaks directly to the uses that are prohibited as well as permitted within the live/work component.

5. **the trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district;**

The trend of development near the subject property has been slow in recent years. But is starting to gain traction with Timber Trails 3rd Plat in the Final Plat stage of the process, the rezoning of a portion of Tract 1 in the Good Ranch, Benton House and some interest to the north of Johnston Dr.

6. **the extent to which the zoning amendment may detrimentally affect nearby property;**

the proposed zoning map amendment would not detrimentally affect the surrounding properties. Adequate screening and landscaping will be provided to protect properties to the east from visual and physical obstruction as well as the single family homes that will abut the live/work portion of the proposed development. This development would help to sync up the timeline to complete the connection of Johnston Dr. to Dean Ave with the 1st phase.

7. **whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;**

infrastructure exists at the site and is adequate to serve the proposed development.

8. **the suitability of the property for the uses to which it has been restricted under the existing zoning regulations;**

under the existing zoning classification, the subject property is restricted to R-1P single family with the typical minimum 8,400 square foot lots.

9. **the length of time (if any) the property has remained vacant as zoned;** the property has remained vacant since it was incorporated into the City.
10. **whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant; and** the proposed zoning map amendment is in the public interest, as it provides a product that doesn't exist in the City of Raymore and the preliminary plat that was approved in 2004 is not drastically changed by this proposed development.
11. **the gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.** there will be no gain to the public health, safety and welfare of the community as a result of the denial of the application.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	April 5, 2022	April 11, 2022	April 25, 2022

STAFF RECOMMENDATION

The proposed rezoning request respects the existing zoning and land use of surrounding developed properties. The applicant proposes single-family detached homes on the subject property as well as a new product that is not in Raymore with a live/work component that would diversify the housing market by providing another alternative.

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22006, rezoning of 52.05 acres from "R-1P" Single Family Residential Planned District to "PUD" Planned Unit Development District to City Council with a recommendation of approval.

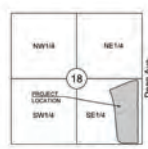
PLANNING COMMISSION RECOMMENDATION

At it's April 5th, 2022 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward Case #22006, rezoning of 52.05 acres from "R-1P" Single Family Residential Planned District to "PUD" Planned Unit Development District to City Council with a recommendation of approval.



SITE DATA	
EXISTING ZONING	R-30
PROPOSED ZONING	PUD
SITE AREA	10.26 ACRES (267,146 SQ FT)
B.O.M. AREA	10.26 ACRES (267,146 SQ FT)
NET AREA	44.1 ACRES (1,018,371 SQ FT)
NUMBER OF SINGLE FAMILY LOTS PROPOSED	
NUMBER OF EXISTING LOTS PROPOSED	170 LOTS
TOTAL NUMBER OF LOTS	171 LOTS
OPEN SPACE PROPOSED	8.86 ACRES (TRACTS A, B)
NET DEVELOP (PAV, OPEN SPACE)	4.88 ACRES
LANDMARKS	
TOTAL NUMBER OF LOTS	1
PROPOSED ZONING	PUD
PROPOSED NUMBER OF BUILDING UNITS	3
PROPOSED BUILDING AREA	4,000 SQ FT
TOTAL BUILDING AREA	12,400 SQ FT
PROPOSED BUILDING HEIGHT	20 FT (2 STORIES)
PROPOSED SURFACE LOT PARKING	75 SPACES
PROPOSED GARAGE PARKING	10 SPACES
PROPOSED DRIVEWAY PARKING	18 SPACES
TOTAL PROPOSED PARKING	103 SPACES
LOT A	
TOTAL NUMBER OF LOTS	20 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 120
LOT SIZE	40 X 120
REAR YARD	25 FEET
FRONT YARD	25 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT B	
TOTAL NUMBER OF LOTS	20 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 120
LOT SIZE	40 X 120
REAR YARD	25 FEET
FRONT YARD	25 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT C	
TOTAL NUMBER OF LOTS	20 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 120
LOT SIZE	40 X 120
REAR YARD	25 FEET
FRONT YARD	25 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT D	
TOTAL NUMBER OF LOTS	20 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 120
LOT SIZE	40 X 120
REAR YARD	25 FEET
FRONT YARD	25 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET

ALLERA



SECTION 18-46-32
LOCATION MAP
SCALE 1" = 2000'
BASIS OF BEARINGS:
MISSISSIPPI COORDINATE
SYSTEM 1983,
WEST ZONE





Memorandum of Understanding
for
Allera Subdivision

Legal Description Contained on Pages 2-3

Between Clayton Properties Group Inc., Grantor,

and

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

April 25, 2022

MEMORANDUM OF UNDERSTANDING

Allera Subdivision

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE ALLERA SUBDIVISION is made and entered into this 25TH day of APRIL 2022, by and between Clayton Properties Group, Inc. ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

WHEREAS, Sub-Divider seeks to obtain approval from the City for a subdivision to be known as Allera, proposed to be located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, Sub-Divider 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's 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:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18. TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE CASS COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUBUSH, P.L.S. 2002014092. AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18: THENCE SOUTH 03'31'38" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 84.80 FEET; THENCE NORTH 86 28'22" WEST, 171.07 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED SAID POINT ALSO BEING A POINT OF THE WESTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE AS NOW LOCATED: THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 11 CALLS, SOUTH 03'30'19" WEST, 905.45 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03'29'39 WEST WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90'00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE NORTH 86 29 41 WEST, 13.34 FEET THENCE SOUTH 03'30'19" WEST, 50.00 FEET, THENCE SOUTH 86'29'41" EAST, 13.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86'30'21 EAST WITH A RADIUS OF 20.00 FEET CENTRAL ANGLE OF 90'00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE SOUTH 03'30'19 WEST, 945.75 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03'30'18" WEST WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 9000'00" AND AN ARC DISTANCE OF 23.56 FEET, THENCE SOUTH 03:30'18" WEST, 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86'29'42" EAST WITH A RADIUS OF 15.00 FEET. A CENTRAL ANGLE OF 90'00'00" AND AN ARC DISTANCE OF 23.56 FEET: THENCE SOUTH 03'30'18" WEST. 480.25 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'12" AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST LUCY WEBB ROAD; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 4 CALLS, NORTH 86'29 30 WEST,

Allera Subdivision

Memorandum of Understanding

470.41 FEET; THENCE SOUTH 0305'59" WEST. 13.35 FEET; THENCE NORTH 80'57'34" WEST 96.62 FEET, THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 86'54'01" WEST WITH A RADIUS OF 246.48 FEET. A CENTRAL ANGLE OF 85'00'00" AND AN ARC DISTANCE OF 365.66 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 49: THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 CALLS, NORTH 01'54'01" WEST 1.050 10 FEET, THENCE NORTHERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 3,069.79 FEET, A CENTRAL ANGLE OF 16'57'11" AND AN ARC DISTANCE OF 908.30 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON DRIVE AS NOW LOCATED THENCE NORTH 7035'08 EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 523.53 FEET; THENCE CONTINUING ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON AVENUE THE FOLLOWING 3 CALLS, NORTH 70 36 24 EAST, 139.33 FEET: THENCE NORTH 70'34'56 EAST, 139.37 FEET: THENCE EASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 19:56'03 AND AN ARC DISTANCE OF 407.06 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 92 59 19 AND AN ARC DISTANCE OF 32 46 FEET TO THE POINT OF BEGINNING.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a Master Planned Single Family Community containing multiple housing styles 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

1. Detached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots as identified in Exhibit A, subject to compliance with any special conditions.

2. Dwelling Units Located Above the Ground Floor, as defined by Section 485.010 of the Unified Development Code shall be permitted within the area identified as "Live/Work" in Exhibit A, subject to compliance with any special conditions.

- (a). Non-residential uses contained within units under this classification shall be limited to the commercial uses allowed in the "PO" Professional Office, "C-1" Neighborhood Commercial, "C-2" General Commercial, and "C-3" Regional Commercial zoning districts, subject to compliance with any special conditions, as defined by Section 410.020 of the Unified Development Code, with the exceptions listed below:

*Allera Subdivision
Memorandum of Understanding*

1. adult businesses;
2. firearm sales or instruction;
3. pet stores, kennels, and veterinary clinics;
4. liquor and tobacco sales;
5. medical marijuana facilities;
6. motor vehicle repair, sales or service;
7. gas stations;
8. drive-thru facilities;
9. banks, loan establishments, or pawn shops;
10. hotel or motel
11. sports and recreational uses;
12. funeral and interment services;
13. accessory and indoor storage;

(b). Allowable uses identified as requiring a conditional use permit in any of the zoning districts outlined above shall do so in accordance with this code.

(c). Live/Work spaces shall be designed to meet the requirements of the building and fire code(s) for the type of activity/use occurring within the unit(s).

3. Accessory uses, including swimming pools, community clubhouses, playgrounds or other passive/active recreation items shall be permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

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

Lot Type	Lot A	Lot B	Lot C	Lot D
<i>Minimum Lot Area</i>	6,500 sq. ft	7,800 sq. ft	5,750 sq. ft	4,725 sq. ft.
<i>Minimum Lot Width</i>	65 feet	65 feet	50 feet	45 feet
<i>Minimum Lot Depth</i>	100 feet	120 feet	115 feet	105 feet
<i>Minimum Front Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Rear Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Side Yard</i>	5 feet	5 feet	5 feet	5 feet

<i>Minimum Side Yard, exterior</i>	15 feet	15 feet	15 feet	15 feet
<i>Maximum Building Height</i>	35 feet	35 feet	35 feet	35 feet
<i>Maximum Building Coverage</i>	45%	45%	45%	45%

4. Common Open Space and Amenities

- a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan.
- b. The following amenities are provided in the Preliminary Development Plan:
 - i. Swimming Pool
 - ii. Clubhouse
 - iii. Playground
 - iv. Walking trails
 - v. Multi-purpose turf activity area(s)
 - vi. Landscape Buffer Areas
 - vii. Stormwater ponds with decorative fountains - Stormwater control/treatment
- c. A minimum of 20% of the overall development shall be provided in the form of common open space.

5. Landscaping & Screening

- a. Landscaped buffers shall be provided in accordance with Section 445.030(l)4 of the Unified Development Code in the common area tracts along Dean Avenue, Johnston Drive, and along the East Outer Road.
- b. All required landscaping shall comply with Chapter 430 of the Unified Development Code. A Landscape Plan was submitted as part of the Preliminary Development Plan application, as identified in Exhibit A.
- c. A landscape plan for the common area tracts shall be submitted with the application for each phase of a final plat that is adjacent to Dean Avenue, Johnston Drive, or the East Outer Road

- d. One yard tree shall be provided for each single family dwelling unit in the front yard of each unit. For corner lots, one yard tree is required per street frontage.
- e. Landscaping for the Live/Work area shall be provided for in accordance with Section 430 of the Unified Development Code
- f. A Type-A screen shall be required as a separation between the Detached Single Family dwellings and the Live/Work units.
- g. Parking lot landscaping shall be provided for the units classified as Live/Work in accordance with Section 420.030 of the Unified Development Code.
- h. All required buffer landscaping shall be installed prior to the issuance of any Certificate of Occupancy for any home within the corresponding phase of the final plat.

6. Parking

- a. Off-street Parking shall be provided for each home as follows:

Use	Minimum Parking Spaces Required
Single Family Dwelling	2 spaces per dwelling unit
Live/Work	2 spaces per dwelling unit; Plus, 1 space per 300 square feet of commercial and/or retail space.

- b. Off-street parking shall be provided within common area tracts on Tract B at the time the subdivision amenities in Tract B as follows

Private Recreation Facilities	1 space for each 4,000 square feet of area devoted to recreational use
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PHASING SCHEDULE

- 1. The Preliminary Development Plan is being approved with a conceptual phasing plan.

FINAL PLATS

1. Sub-Divider 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 for the areas containing detached single family residential units shall be submitted in accordance with the Unified Development Code.
4. Final plats for the area identified as Live/Work shall be submitted in accordance with Section 470.160 of the Unified Development Code
5. A final plat application shall be submitted within one year of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Johnston Drive shall be constructed as a Minor Collector with a sixty foot (60') right-of-way.
- b. All other proposed roads shall be constructed as local roads with a fifty foot (50') right-of-way.
- c. Dean Avenue was designed, and has been constructed, to provide access to the subdivision. No additional off-site road improvements are required.
- d. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted, the City will assume maintenance responsibilities of the roadways.
- e. The Sub-Divider agrees to dedicate the right-of-way, and any necessary construction easements for the construction of Johnston Drive at no cost to the City.
- f. The design and construction of Johnston Drive from its current terminus east to Dean Avenue is a project funded by the 2020

General Obligation Bond Issuance approved by the voters. The City has assumed the responsibility for the construction of Johnston Drive.

- g. Construction of Johnston Drive from its current terminus east to Dean Avenue is scheduled to be completed by the City of Raymore in the near future. If the Sub-Divider desires to expedite the timing of completion of the segment of Johnston Drive in advance of the City's construction schedule, the City will enter into a reimbursement agreement with the Sub-Divider for costs of construction of the road segment pursuant to the City-approved design and construction standards.

2. Pedestrian Improvements

- a. A five-foot (5') sidewalk was designed, and constructed, along the west side of Dean Avenue. No improvements to this sidewalk are required.
- b. A five foot (5') sidewalk is required along the south side of Johnston Drive. This sidewalk shall be constructed at the earliest of the following events:
 - i. as part of the installation of public improvements for the phase of the subdivision containing any lots that are adjacent to Johnston Drive; or
 - ii. As part of the design and construction of Johnston Drive.
- c. A five foot (5') sidewalk is required on all lots and common areas within the subdivision, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s), unit(s), or amenities the sidewalk is intended to serve.
- d. Sidewalks on non-amenitized common area tracts shall be installed at the time a home is constructed on a lot adjacent to the common area tract.

3. Street Lights

- a. A street light plan shall be submitted by the Sub-Divider as part of the public infrastructure plans for each final plat phase that is constructed.
- b. All street lights in the final plat phase shall be fully operational prior to City Council acceptance of the public improvements for the final

plat phase.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot and/or unit, and to the clubhouse building by the Sub-Divider. A sanitary sewer line shall extend to the exterior perimeter property line of the development 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 Sub-Divider shall have the engineering plans approved by the MoDNR 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. The Sub-Divider 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; and the Sub-Divider 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 City of Raymore.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan 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 Plan.
2. A final stormwater management plan is required to be submitted at the time public improvement construction plans are submitted for all the land area contained within the final plat phase.

3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building in the final plat phase.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

PARKLAND DEDICATION

1. The original Timber Trails Preliminary Plat included a parkland dedication of approximately 15.04 acres of land for future park land use based upon the previously approved preliminary plat. No parkland dedication is required as part of this development.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common areas, or amenities shall be constructed by the Sub-Divider and maintained by the established Home Owners Association.
2. The following amenities were provided in the Preliminary Development Plan:
 - a. Clubhouse
 - b. Swimming pool
 - c. Playground
 - d. Walking trails
 - e. Multi-purpose turf activity area(s)
 - f. Landscape Buffer Areas
 - g. Stormwater ponds with decorative fountains - Stormwater control/treatment
3. Prior to the full build-out of the subdivision, all amenities shown on the Preliminary Development Plan shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:

- a. **Clubhouse, Pool, Playground, and Multipurpose Turf Area(s)** - Shall be constructed concurrently with the first phase of the subdivision.
- b. **Walking Trails** - Shall be constructed with the public improvements for the phase(s) of the development that contains a trail segment.
- c. **Buffer Areas** - Shall be constructed with the public improvements for the phase(s) of the development that contains the buffer tract areas.
- d. **Stormwater Ponds** - Shall be constructed with the public improvements for the first phase of the subdivision.

SIGNAGE

1. Subdivision entrance markers are permitted for the development in accordance with Chapter 435 of the Unified Development Code.

FLOODPLAIN

1. No portion of any platted lot shall encroach in the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required as part of the stream assessment for development.
3. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the floodplain area and to provide protection for existing tree canopy.

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

1. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District shall be complied with.

STREET NAMES AND ADDRESSING

1. The City Addressing and Street Naming Policy shall be followed for the assignment of any street name on a final plat and for the assignment of addresses issued for all buildings in the subdivision. The City is solely responsible for the final designation of street names and addresses.
2. The street names included on the Preliminary Plan have been pre-approved by the City and are being reserved for use within the subdivision.
3. Official street names shall be finalized as part of the final plat review and recording process. The City shall verify and approve the final use of any street name placed upon a final plat prior to recording.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of building permits for any phase of development, the Sub-divider shall install all public Improvements as shown on approved engineering plans of said phase of development and the City Council shall have accepted by Resolution all public Improvements.
3. The Sub-Divider 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 the sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.
4. The Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Sub-Divider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the infrastructure improvements located on Sub-Divider's property or from the City's inspection or lack of inspection of the plans, specifications and construction relating to the

improvements to be placed on the Sub-Divider's property. Sub-Divider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

FEES, BONDS AND INSURANCE

1. The Sub-Divider 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. The Sub-Divider agrees to pay the cost of providing streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance, the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. 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.

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 Sub-Divider 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 complete 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, 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. 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 First Class United States mail 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 Clayton Properties Group, Inc. at:

Brad Kempf
120 SE 30th Street
Lee's Summit, MO 64082

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:

Erica Hill, City Clerk

Clayton Properties Group, Inc.

Bradley Kempf
Sub-Divider – Signature

Bradley Kempf

Printed Name

Sub-Divider – Signature

Printed Name

Subscribed and sworn to me on this
the 19th day of April 2022
in the County of Cass,
State of Missouri.

Stamp:



Notary Public: *Hannah Hiatt*

My Commission Expires: 12-13-2025

EXHIBIT A

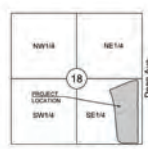


TRACT #1
694,496 SQ. FT.
15.94 AC

SE CORNER SE 1/4
SEC. 18-46-32

SITE DATA	
EXISTING ZONING	R-30
PROPOSED ZONING	PUD
SITE AREA	10.26 ACRES (397,146 SQ FT)
BUILDING AREA	10.92 ACRES (469,000 SQ FT)
NET AREA	44.4 ACRES (1,938,000 SQ FT)
NUMBER OF SINGLE FAMILY LOTS PROPOSED	
NUMBER OF EXISTING LOTS PROPOSED	170 LOTS
TOTAL NUMBER OF LOTS PROPOSED	171 LOTS
OPEN SPACE PROPOSED	8.86 ACRES (TRACTS A, B)
NET OPEN SPACE (POND, OPEN SPACE)	8.86 ACRES
LANDMARKS	
TOTAL NUMBER OF LOTS	1
PROPOSED ZONING	PUD
PROPOSED NUMBER OF BUILDING UNITS	3
PROPOSED BUILDING AREA	4,000 SQ FT
TOTAL BUILDING AREA	12,000 SQ FT
PROPOSED BUILDING HEIGHT	20 FT (2 STORIES)
PROPOSED SURFACE LOT PARKING	75 SPACES
PROPOSED GARAGE PARKING	10 SPACES
PROPOSED DRIVEWAY PARKING	18 SPACES
TOTAL PROPOSED PARKING	103 SPACES
LOT A	
TOTAL NUMBER OF LOTS	20 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 120
LOT SIZE	30 X 120
REAR YARD	20 FEET
FRONT YARD	20 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT B	
TOTAL NUMBER OF LOTS	20 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 120
LOT SIZE	30 X 120
REAR YARD	20 FEET
FRONT YARD	20 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT C	
TOTAL NUMBER OF LOTS	20 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 120
LOT SIZE	30 X 120
REAR YARD	20 FEET
FRONT YARD	20 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT D	
TOTAL NUMBER OF LOTS	20 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 120
LOT SIZE	30 X 120
REAR YARD	20 FEET
FRONT YARD	20 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET

ALLERA



SECTION 18-46-32
LOCATION MAP
SCALE 1" = 2000'
BASIS OF BEARINGS:
MISSISSIPPI COORDINATE
SYSTEM 1983,
WEST ZONE





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <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 3710: Johnston Drive Reimbursement Agreement

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Reimbursement Agreement
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus east to its intersection with Dean Avenue. This road segment is directly adjacent to the north property line of the proposed Allera Subdivision, and will provide future access to the subdivision, and between Dean Avenue and the Outer Road.

Brad Kempf, representing the developer of the Allera subdivision, desires to commence development of the 1st phase of the subdivision. To provide access to the 1st phase, Mr. Kempf desires to advance the construction of the Johnston Drive extension as part of development process for other public improvements for the subdivision.

A reimbursement agreement to advance the schedule for construction of these road segments is now submitted for Council consideration.

BILL 3710

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC TO CONSTRUCT THE EXTENSION OF JOHNSTON DRIVE."

WHEREAS, the 2020 General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus at the eastern property line of Lot 1 of the Benton House at Timber Trails 1st Plat, east to its intersection with South Dean Avenue; and

WHEREAS, Clayton Properties Group, Inc, desires to design and construct the portion of Johnston Drive that is within and adjacent to the Allera subdivision in advance of the City design and construction schedule.

WHEREAS, the City desires to have the construction of this extended Johnston Drive advanced, and to provide for reimbursement of up to \$600,000 of the construction costs for the same, as budgeted for under the general obligation revenue bond issuance.

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

Section 1. The City Manager is hereby directed and authorized to enter into the Street Improvement Reimbursement Agreement, attached hereto as Exhibit A, with Clayton Properties Group, Inc.

Section 2. The City Manager and the City Clerk are authorized to execute the same for and on behalf of the City of Raymore.

Section 3. The City Manager is directed to take all steps necessary and appropriate to effectuate the Street Improvement Reimbursement Agreement and to pay up to, but not exceeding, \$600,000.

Section 4. 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 11TH DAY OF APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

STREET IMPROVEMENT
REIMBURSEMENT AGREEMENT

Johnston Drive Road Extension
Clayton Properties Group, Inc.
City of Raymore, Missouri

THIS REIMBURSEMENT AGREEMENT (this “Agreement”) is made and entered into as of this 25th day of April, 2022 by and between THE CITY OF RAYMORE, a Missouri municipal corporation and constitutional charter city located in Cass County (the “City”) and CLAYTON PROPERTIES GROUP, INC., having a principal office at 120 SE 30th Street, Lee’s Summit, Missouri (the “Developer”).

RECITALS

A. On the 4th day of August, 2020, the citizens of the City of Raymore voted favorably to authorize the issuance of a maximum of \$17.575 million in general obligation revenue bonds for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City, including the extension of Johnston Drive.

B. The Developer desires to construct the extended portion of Johnston Drive, from its current terminus east to its intersection with Dean Avenue as part of the public improvement process for the proposed Allera Subdivision..

C. The Developer desires to complete the construction of the extended portion of Johnston Drive in advance of the construction dates scheduled by the City.

D. The City desires to have the construction of this extended Johnston Drive advanced, and to provide for reimbursement of the construction costs for the same, as budgeted for under the Issued Bonds.

E. It has been determined by the City Council to be in the best interests of the City to reimburse the Developer for construction costs associated with the extension of Johnston Drive in conjunction with other improvements associated with the Allera Subdivision

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto being the City and the Developer, each party hereby agree as follows:

1. Johnston Drive Improvements. The Developer will construct and extend Johnston Drive from its current terminus located approximately at the eastern property line of Lot 1 of the Benton House at Timber Trails 1st Plat, east to its intersection with South Dean Avenue (the “Road Extension”). The Road Extension will be constructed by the Developer as part of the development of any approved Final Plat of the Allera residential subdivision.

2. Project Eligibility and Specifications. The Road Extension is included in the 2020 voter approved general obligation revenue bonds, and is currently scheduled to start in FY 2022. The parties have agreed that the construction of the Road Extension in advance of the scheduled City timeline will benefit the City by allowing improved traffic movement, and will benefit the Developer by allowing the continued construction of the Allera residential subdivision. Based upon the foregoing factors the City has (subject to the conditions and requirements outlined in this Agreement) agreed to reimburse the Developer for the costs of constructing the Road Extension as provided herein. Reimbursement will be provided pursuant to this Agreement provided the construction of the Road Extension meets applicable City standards and is substantially in accordance with the City's final design specifications for the Johnston Drive extension.

3. Reimbursement. Reimbursement under this Agreement shall be made in a manner consistent with City current policy, and subject to conditions reasonably deemed appropriate by the City including the following:

(i) The cost of the Road Extension has been estimated to be \$600,000 exclusive of contingency and without consideration of potential change orders. The amount of reimbursement shall be based upon the actual commercially reasonable construction costs incurred by the Developer in constructing the Road Extension, but shall in no event shall the reimbursement from the City exceed \$600,000 as allocated for the Road Extension under the General Obligation Revenue Bonds.

(ii) Per unit construction cost estimates for reimbursable items included in the Road Extension shall be submitted to the City, and are subject to acceptance by the City Engineer, not to be unreasonably withheld or denied. Items not eligible for reimbursement include water and sanitary sewer utilities, and landscaping/streetscape elements notwithstanding that the same may be in public right of way. Items eligible for reimbursement specifically include but are not limited to curb and gutter, storm inlets and pipe serving the roadway, sidewalks, signs, grading, striping, asphalt base, asphalt surface, streetlights and traffic control.

(iii) Developer shall submit monthly reimbursement requests to the City showing work performed and materials provided for construction of the Road Extension, accompanied by proof of payment by Developer and such other documents in support of such reimbursement request as may be reasonably required by the City Engineer. Each reimbursement request shall be deemed approved by the City on the twentieth (20th) day after submission to the City unless the City Engineer notifies the Developer in writing within such period of his rejection of such reimbursement request, specifying the reasons therefor. In such event, the Developer shall have the right to submit a revised reimbursement request addressing the basis of the City Engineer's reason(s) for rejection of the initial submission. The City will reimburse the Developer for the amount of each reimbursement request within twenty (20) days after such reimbursement request is approved. The City represents that there are currently sufficient available funds on deposit from the proceeds of the Issued Bonds to pay the reimbursement provided for in this Agreement.

(iv) As a public works project being performed by the Developer, the parties agree that in connection with the construction of the Road Extension, Developer shall:

(a) Be subject to the requirements of the prevailing wage laws, statutes and regulations of Missouri, including but not limited to Section 290.230 of the Revised Statutes of Missouri,

(b) Pay its workers the prevailing wage Order #24 as established for Cass County, Missouri,

(c) Require its contractors and sub-contractors to comply with the requirements of the prevailing wage statutes of Missouri, and

(d) Hold the City harmless and indemnify the City for any violations, damages, allegations and penalties which may be imposed for violations of the prevailing wage laws, statutes and regulations of Missouri.

(v) Interest expenses incurred by the Developer in advancing the construction of the Road Extension will be the sole responsibility of the Developer and will not be reimbursed by the City.

4. Notices. Any notice, demand, or other communication required or permitted 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 certified mail, return receipt requested, postage prepaid, or delivered personally;

(i) In the case of the Developer, to:
Clayton Properties Group, Inc., dba Summit Homes
% Brad Kempf
120 SE 30th Street
Lee's Summit, MO 64082

(ii) In the case of the City, to:

The City of Raymore
Attn: City Manager
100 Municipal Circle
Raymore, Missouri 64083

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.

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

6. Entire Agreement: Amendment. The parties agree that this Agreement constitutes the entire agreement on the construction and reimbursement of the costs of the Road Extension. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

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

8. City Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

9. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, and the obtaining of grants of access to, and easements and rights-of-way as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

10. Indemnification and Extent of Liability. The Developer hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the Road Extension by the Developer or its contractors as described in this Agreement. Developer hereby agrees to pay to the City all damages, costs and reasonable attorneys' fees incurred by the City and its employees, officers and agents in defending such claims. At its cost and expense, Developer shall be entitled to engage counsel of its choice and participate in the defense of any such claims and the City agrees to reasonably cooperate with Developer and its counsel in such defense. In no event shall the foregoing indemnity apply to any claim relating to the failure or claimed failure of the City to maintain the Road Extension and improvements after they are completed and accepted by the City.

Developer shall not be liable or required to indemnify the City from the City's inspections, or lack of inspections of the plans and specifications for the Road Extension and improvements, said plans having been contracted for between the Developer and Quist Engineering, Inc. and provided, with permission of the same to the Developer.

11. Authority. 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.

12. No Waiver. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must

comply and does not in any way constitute prior approval of any future proposal for development. No part of this Agreement shall be construed to relieve the Developer from installing required improvements related to their development of the Meadowood Phase 3 residential subdivision or any infrastructure improvements for the same in accordance with the City Code of Ordinances as adopted, and as may be otherwise required by the approved engineering plans for the same.

13. Insurance. Developer shall require every person or entity with whom it contracts and who will receive any portion of the funds provided by City herein to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Developer shall further require, and shall ensure that City is named as an additional insured and shall provide to City a certificate of insurance, or its equivalent, demonstrating the same.

(i) Workers Compensation coverage as required by statute.

(ii) Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Developer:

(a) General Aggregate: In an amount equal to the current Missouri sovereign immunity monetary liability limit for all claims arising out of a single occurrence as set forth in Missouri Revised Statutes section 537.610.

(b) Products-Completed Operations Aggregate: \$1,000,000.

(c) Personal and Advertising Injury: \$1,000,000.

(d) Each Occurrence (Bodily Injury and Property Damage): In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Missouri Revised Statutes section 537.610.

(e) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

(f) Excess or Umbrella Liability

(I) General Aggregate: \$2,000,000

(II) Each Occurrence: \$2,000,000

(iii) Automobile Liability: In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Missouri Revised Statutes section 537.610 for all claims arising out of a single accident or occurrence and for any one person in a single accident or occurrence.

Regardless of any approval by City, it is the responsibility of the Developer and every person or entity receiving any portion of the funds provided by City herein to maintain the required

insurance coverage in force at all times. The failure to ensure that the proper insurance is maintained in effect will not relieve the Developer of any contractual obligation or responsibility. In the event the Developer fails to ensure that the required insurance is maintained in effect, City may order that the street improvements contemplated herein immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement.

14. Compliance with Laws. Developer and its subcontractors shall comply with all applicable federal, state and local laws, ordinances and regulations.

15. Term. This Agreement shall begin upon its execution and shall continue until all the services to be provided are completed subject to the terms and conditions set forth in this Agreement and acceptance by the City of the extended and newly constructed portion of Johnston Drive.

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

17. Future appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party beyond the obligation to appropriate from currently sufficient available funds on deposit from the proceeds of the Issued Bonds the amount necessary to pay the reimbursement provided for in this Agreement.

18. Default and Remedies. If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CITY OF RAYMORE, MISSOURI

By: _____

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Clayton Properties Group, Inc.:

By: _____

Brad Kempf

Attest: _____

Name/Title



Johnston Dr Extension

GO Bond yr2020

Date: 4/5/2022
Development Services





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: Mike Ekey

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 3705 - Award of Contract to Holiday FX

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Holiday FX
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: B&G; Park Fund; CIP

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Dec. 1, 2022	Dec. 1, 2025

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The current contract with Holiday FX for holiday lighting services at City Hall and Centerview is set to expire. Staff publicly bid the project and Holiday FX was the only vendor to submit a completed bid.

Staff provided documentation of the bid as requested to five firms, but Holiday FX was the only firm to respond with a complete bid proposal. Per the City's policy when a single bidder responds to a project, the company was vetted and interviewed to ensure compliance with comparable costs and services. Additionally, Holiday FX has been providing holiday display services for the City for the past three years with exceptional results.

In addition to the building lighting, this contract also includes the purchase of a replacement for the Mayor's Christmas Tree.

BILL 3705

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOLIDAY FX FOR INSTALLATION, MAINTENANCE AND STORAGE OF THE CITY'S HOLIDAY DISPLAYS."

WHEREAS, the City Council has determined through its strategic plan and previous contract approvals that holiday displays of lights on buildings, city trees and the Mayor's Christmas Tree are important during the holiday season and;

WHEREAS, City staff publicly bid the installation, maintenance and storage of the growing display, and;

WHEREAS, staff determined that although Holiday FX was the only complete bidder for this project, they have proven through the past three years to be professional and responsive to City needs.

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

Section 1. The City Manager is authorized to enter into a contract, attached as Exhibit A, with Holiday FX.

Section 2. The City Manager and City Clerk are authorized to enforce the contract and make changes within budget constraints.

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 11TH DAY OF APRIL 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Holiday Lighting

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **19th day of April, 2022**, between **Holiday FX, LLC**, an entity organized and existing under the laws of the State of Missouri, with its principal office located at **939 Homestead St, Excelsior Springs, MO 64024**, hereafter referred to as the **Contractor**, 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 **April 19, 2022**, and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 22-007 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and 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

Contractor agrees to perform the professional services as prescribed in the RFP document. This contract is for services provided in a one year period beginning **December 1, 2022**, and ending **November 30, 2023**. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with the invoice for supplies delivered. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

ARTICLE V INSURANCE REQUIREMENTS

Contractor shall provide a certificate of insurance to the City before commencing the work described in the scope of services in the amounts listed in the Standard Contract Terms and Conditions.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work each renewal period. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor'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 Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. 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 Contractor shall agree upon such any delay or cancellation of performance and

execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor 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. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations.

Contractor 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.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 28). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct

any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantees all materials, equipment furnished, and work performed.

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such

documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder 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 XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to the 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: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

HOLIDAY FX, LLC

By: Daren Moon
Title:  / President

Attest: 3/23/22

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

HOLIDAY LIGHTING

SCOPE OF SERVICES:

The City of Raymore is seeking proposals from qualified vendors to purchase and install holiday lights at City Hall, 100 Municipal Circle and Centerview, 227 Municipal Circle, by Dec. 1, and to remove and store those lights by Feb. 1.

Initial scope would include outlining both buildings in a single color that would be connected to the City Hall and Centerview power and would automatically be timed to turn on and off.

100 Municipal Circle Lighting

Building lights would be done in full outline of the building exterior. It would also include lighting of four of the trees near the front entrance and the eight trees on the rear plaza. Additionally, one 6-8 foot lighted holiday tree (no decorations) to be placed in the lobby of City Hall.

227 Municipal Circle Lighting

Building lights would be all the way around at the top.

TB Hanna Station

In the first year of this contract, the vendor will purchase, deliver, assemble and properly install a 27-foot, lighted Holiday tree including a lighted star tree topper (minimum 3') at T.B. Hanna Station after the second Monday in November, but before the Monday prior to the Thanksgiving Holiday. Following the second Monday in January, the vendor will then disassemble and deliver the tree to a designated City storage facility within City Limits. In subsequent years, the vendor will follow the same schedule of installation and removal of the above mentioned tree.

Additional requirements

- Vendor will need to conduct working tests to ensure electrical balance and integration to building systems.
- Vendor will provide lights, power distribution boxes, electrical cords, light mounting hardware, and weather protection equipment as needed.
- Vendor will provide maintenance during the length of the lighting period.
- Vendor will make repairs as necessary due to the weather.
- Maintenance response must be completed within 48 hours of the initial call for service.

- Vendor must supply an on-call phone number for maintenance reporting
- Vendor is responsible for site inspection to determine lighting needs.

1. ADDITIONAL BIDDING INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-007

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Assistant City Manager or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Assistant City Manager will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of April 2022.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

3. Workers' Compensation
Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$300,000

D. *Hold Harmless Clause*

The Bidder/Contractor 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 Contractor 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.

E. *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.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor 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 Contractor; 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 Contractor, 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 Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 28 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Third party payment arrangements will not be accepted by the City.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor 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 Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement 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.

K. *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.

L. *Drug/Crime Free Work Place*

The Bidder 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; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Bidder 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.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Communications Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 28). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

S. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by

the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

T. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

V. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

PROPOSAL FORM A
RFP 22-007

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Daren Moon having authority to act on behalf of (Company name) Holiday FX, LLC do hereby acknowledge that (Company name) Holiday FX, LLC will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Holiday FX, LLC

ADDRESS: 939 Homestead St.
Street

ADDRESS: Excelsior Springs Missouri 64024
City State Zip

PHONE: 816-550-0262

E-MAIL: daren@holidayfx.net

DATE: 12/25/22
(Month-Day-Year)  Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
RFP 22-007

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No x
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No x
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No x
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No x
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No x
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No x
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No x
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No x

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No x
10. Has the Firm been subject to any bankruptcy proceeding? Yes ___ No x

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm possesses all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 22-007

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 1 year and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	City of Raymore
ADDRESS	100 Municipal Circle, Raymore Mo 64083
EMAIL ADDRESS	mekey@raymore.com
CONTACT PERSON	Mike Ekey
TELEPHONE NUMBER	816-892-3109
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting for 100 and 227 Municipal Circle \$13,164.00, January 2022

COMPANY NAME	Independence Square Association
ADDRESS	108 South Liberty, Independence MO 64050
EMAIL ADDRESS	jrogers@bygeorgepr.com
CONTACT PERSON	Jeff Rogers
TELEPHONE NUMBER	816-509-8016
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting Independence Square \$19,589.50, January 2022

COMPANY NAME	Downtown Excelsior Partnership, Inc.
ADDRESS	PO Box 513, Excelsior Springs Mo 64024
EMAIL ADDRESS	exec@visitsprings.com
CONTACT PERSON	Lindsey Baxter
TELEPHONE NUMBER	816-719-9912
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting Downtown Excelsior Springs \$17,770.50, January 2022

COMPANY NAME	Downtown Blue Springs
ADDRESS	1124 West Main, Blue Springs MO 64015
EMAIL ADDRESS	downtownbluesprings@gmail.com
CONTACT PERSON	Pam Buck
TELEPHONE NUMBER	816-645-0287
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting Downtown Blue Springs \$13,656.34, January 2022

COMPANY NAME	Price Brothers
ADDRESS	12721 Metcalf, Suite 200, Overland Park KS 66213
EMAIL ADDRESS	stuarts@pricebrotherskc.com
CONTACT PERSON	Stuart Stram
TELEPHONE NUMBER	816-674-1294
PROJECT, AMOUNT AND DATE COMPLETED	Holiday Lighting Bluhawk Mall and install 26ft tree \$26,867.00 January 2022

State the number of Years in Business:

18

State the current number of personnel on staff:

14

PROPOSAL FORM D
RFP 22-007

Proposal of Holiday FX, LLC, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as Holiday FX (*) LLC

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-007 – Holiday Lighting.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 22-007

Holiday Lighting

Bid using incandescent bulbs

City Hall - 100 Municipal Circle \$ NA

Centerview - 227 Municipal Circle \$ NA

Total for both buildings \$ NA

Bid using LED bulbs

City Hall - 100 Municipal Circle \$ \$8855.00

Centerview - 227 Municipal Circle \$ \$4310.00

Total for both buildings \$ \$13,165.00

Please list any discounts for 2nd and 3rd year of contract if any.

2nd year \$13,165.00 3rd year \$13,165.00

T.B. Hanna Station

Large Lighted Holiday Tree

1st year \$35,990.00 2nd year \$5500.00 3rd year \$5500.00

City Hall 100 Municipal Circle - 6-8' lighted tree placed inside - not decorated.

1st year \$759.00 2nd year \$125.00 3rd year \$125.00

BID OF: Holiday FX, LLC
(Firm Name)

DATE: February 24, 2022

Addendum Page 1

Optional Ornament Package for 26 ft. Tree

1st year Material Cost - 3800.00 Installation and Removal Cost - \$3,000.00 Total - \$6800.00

2nd year Installation and Removal Cost Only - \$3000.00

3rd year Installation and Removal Cost Only - \$3000.00

Purchase of current damaged tree. (Only if bid is accepted)

\$2500.00 Credit towards purchase of new tree

E-Verify

Holiday FX is a partnership without employees, We can't enroll in E-verify.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: Mike Ekey

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 3706 - Award of Contract to Hoefer Welker

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:	Hoefer Welker
Amount of Request/Contract:	\$45,000
Amount Budgeted:	\$75,000
Funding Source/Account#:	CIP

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 1, 2022	Aug. 1, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As part of the FY 2022 Capital Improvement Plan, Council approved a space analysis study to look specifically at anticipated space needs for a future Justice Center. Staff advertised the RFQ for this project and Hofer Welker proved to be the most qualified. As part of the project, Hofer Welker will be seeking input from staff in the Police Department and looking at future growth and staffing needs.

BILL 3706

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOEFER WELKER FOR A SPACE ANALYSIS AND DESIGN SERVICE FOR THE PROPOSED JUSTICE CENTER."

WHEREAS, the City Council's FY 2022 Capital Improvement Plan budgeted for a space analysis for a future, proposed Justice Center for the growing Police, Emergency Management departments and Municipal Court and;

WHEREAS, City staff publicly advertised the project through a request for qualifications and received five applicants, and;

WHEREAS, staff determined that Hoefer Welker was the best qualified for this project.

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

Section 1. The City Manager is authorized to enter into a contract, attached as Exhibit A, with Hoefer Welker.

Section 2. The City Manager and City Clerk are authorized to enforce the contract and make changes within budget constraints.

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 11TH DAY OF APRIL 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

SPACE ANALYSIS

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **April 27, 2022**, between **Hoefer Welker**, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 11460 Tomahawk Creek Parkway, Leawood, Kansas, hereafter referred to as the **Consultant**, 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 **April 27, 2022**, and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Consultant agrees to perform all services and provide deliverables as specified in and according to the Request for Qualifications/Quote RFQu #22-008 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide professional services in accordance with all specifications, terms and conditions as set forth within RFQu # 22-008 including insurance and termination clauses as needed or required. The services 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 services shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the City through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the services as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, the amounts outlined in **Appendix A**, which is "not to exceed" the budgeted amount for completion of the services, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed services as follows:

The Consultant shall provide the City with monthly billings for progress payments as the services are completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of the Consultant's services. The City will be the sole judge as to the sufficiency of the services performed.

In the event of the Consultant's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in **Appendix B**.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operations under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant'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 Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance or delay in performance of this agreement. The City and the Consultant shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Consultant agrees to provide services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notifying the City in a timely manner.

Consultant will supervise and direct the services performed, and shall be responsible for their employees. Consultant will also supervise and direct services performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant 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. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also require any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Consultant agrees to require sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant 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 VII TERMINATION OF AGREEMENT

With Cause – If Consultant fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Consultant to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Consultant fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Consultant ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City will pay outstanding invoices for work performed up to the termination, but may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

In case of a dispute, the Consultant and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where the project is not complete, the Consultant agrees to carry on with the project and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

ARTICLE IX WARRANTY

Consultant shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with Appendix A specifications.

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If the City fails to forward such notice to the Consultant, it shall be deemed to have released the Consultant from this warranty as to such a claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Consultant 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 XI
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to the prospective performance of the services, 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.

(SEAL)

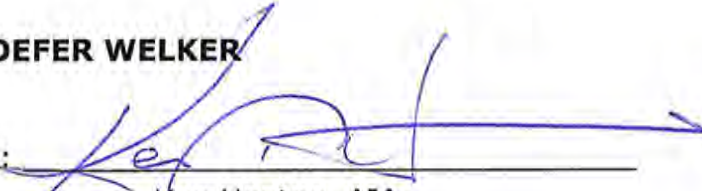
THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

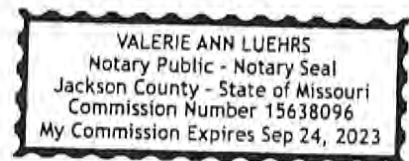
Attest: _____
Erica Hill, City Clerk

(SEAL)

HOEFER WELKER

By:  _____
Ken Henton, AIA
Title: Partner _____

Attest:  _____



Appendix A
Scope of Services

PROJECT INFORMATION

Total Project Budget:	To be Determined
Project Construction Budget:	To be Determined
Project FF&E Budget:	To be Determined

PART 1 – PREDESIGN SERVICES

Programming / Space Needs Assessment	\$18,000
Facility Tours	\$4,500
Cost Estimating (Range Cost Estimate)	\$3,000
Furniture Cost Analysis (Range Cost Estimate)	\$1,500
TOTAL	\$27,000

PART 2 – CITY HALL BASEMENT REUSE EVALUATION

Programming / Space Needs Assessment	\$8,000
Interactive Workshop with City Hall Staff	\$10,000
Cost Estimating (Range Cost Estimate)	\$2,000
TOTAL	\$20,000

REIMBURSABLE EXPENSES (allowance – not to exceed) \$3,500

Appendix B General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Public Works Director in consultation with the Finance Director or their authorized representative (s). The Consultant shall not comply with requests and/or orders issued by any other person. The Finance Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

B. Contract Period

Award of this contract is anticipated prior to the end of April 2022, with final recommendations completed within six months.

C. Insurance

The Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. Hold Harmless Clause

The Consultant shall, during the term of the contract including any warranty period, indemnify, and hold harmless the City of Raymore, its officials, employees, residents and representatives thereof from all suits, actions, or claims of any kind, including reasonable 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 Consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Consultant agrees that this clause shall include claims involving infringement of patent or copyright.

E. *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.

F. *Employment Discrimination by Consultants Prohibited/Wages/ Information*

During the performance of a contract, the Consultant 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 Consultant; 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 Consultant, 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 Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub-consultant or vendor used by the Consultant.

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole as outlined in ARTICLE VII of the contract.

I. *Contractual Disputes*

The Consultant 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 Consultant within thirty (30) days of receipt of the claim.

City decision shall be final unless the Consultant 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.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement 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.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All services performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The Consultant acknowledges and certifies that it understands that the following acts by the Consultant, 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; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Consultant 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.

M. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed unless mutually negotiated and agreed upon based on changes of scope, complexity of the project or due to circumstances outside the control of both parties.

N. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

O. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open records as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

P. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

R. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the consultant 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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 11, 2022

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

<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 3707 - Budget Amendment; HVAC Replacement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$150,000
Amount Budgeted: \$50,000
Funding Source/Account#: BERP

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Nov. 1, 2022	Dec. 1, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Buildings & Equipment Replacement Fund

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff had originally planned to replace City Hall's 20-year-old HVAC system as part of the FY 2023 budget. Because of logistics and shipping delays, staff is asking for Council approval on a budget amendment to order the new HVAC equipment during this fiscal year so it has adequate time to be delivered and installed as originally planned.

BILL 3707

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, AMENDING THE FY 2022 BUDGET AND AUTHORIZING THE CITY MANAGER TO ADVANCE THE HVAC REPLACEMENT PROJECT IN THE BUILDINGS & EQUIPMENT REPLACEMENT FUND.”

WHEREAS, the HVAC system at City Hall has reached the end of its life and is scheduled to be replaced and;

WHEREAS, during the replacement of the first air handling system it was discovered that delivery times for equipment and parts were being delayed due to supply chain issues and microchip shortages, and;

WHEREAS, staff determined it would be in the City’s best interest to advance this project still anticipating an FY 2023 installation.

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

Section 1. The City Manager is authorized to amend the FY 2022 budget to reflect the following:

FUND	Current	Amendment	Total
BERP	\$50,000	\$150,000	\$200,000

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 11TH DAY OF APRIL 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 25, 2022

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

<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 3717: Intergovernmental agreement with Mo. DSSFS

STRATEGIC PLAN GOAL/STRATEGY

4.3.1: Develop & Implement long-term funding strategies to support City operations

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
05/09/2022	

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Service Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Low-Income Household Water Assistance Program (LIHWAP), provides low-income households a one-time payment of up to \$750 to pay water and/or wastewater (sewer) bills, past due bills, disconnection fees and reconnection fees. Payments are made directly to the participating utility company.

The household water benefit is a temporary program created by the Federal Government as part of a COVID-19 pandemic support package. The Department of Social Services began accepting LIHWAP applications on Feb. 28, 2022.

BILL 3717

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF SOCIAL SERVICES FAMILY SUPPORT DIVISION."

WHEREAS, the Low-Income Household Water Assistance Program (LIHWAP) is administered by the Missouri Department of Social Services and is funded by the Administration of Children and Families, and;

WHEREAS, the program will provide up to \$750 for water and sewer disconnection fees, customers who are in threat of disconnection, arrearages and reconnections fees, and;

WHEREAS, the City of Raymore provides water and sewer services to residents.

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

Section 1. The Mayor is authorized to enter into an agreement with the Missouri Department of Social Services Family Support Division, attached as Exhibit A.

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 25TH DAY OF APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
SUPPLIER AGREEMENT
BETWEEN
MISSOURI DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
And
WATER/WASTERWATER SUPPLIERS**

1. Purpose

- 1.1 This agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the Department) and the Home Water/Wastewater Supplier stated below, (hereinafter referred to as the Supplier) shall be as follows:

City of Raymore

(Name of Company)

- 1.2 Missouri's Low Income Household Water Assistance Program (LIHWAP) is authorized under Section 553 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, Office of Community Services (OCS) has closely modeled the LIHWAP terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
- 1.3 This agreement shall govern the purchase of water/wastewater services from the Supplier on behalf of households eligible for LIHWAP. Funds awarded shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover or reduce arrearages, rates, and fees associated with reconnection or preventions of disconnections of service, and rate reduction to eligible households for such services. This agreement is for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.
- 1.4 The parties acknowledge that this agreement and the services provided by the Supplier are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP supplemental terms and conditions.

2. Definitions

- 2.1 **Credit Balance** – any surplus of funds remaining on the account of an eligible customer created as the result of a LIHWAP payment to the supplier at the conclusion of the appropriate program period defined in the agreement.
- 2.2 **Eligible Customer** – a household that makes application for assistance under LIHWAP, is determined eligible for benefits by the Department or contractor, and is accepted by the Supplier as an active account.
- 2.3 **Payment** – a line of credit payment to the Supplier equal to the maximum subsidy per eligible customer as set forth in Attachment A of this agreement.

3. Terms of Agreement/Modifications

- 3.1 The agreement period shall be effective October 1, 2021 through September 30, 2023. This agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original agreement period. This agreement shall become effective upon signature by authorized representatives of the Supplier and the Department and shall apply to water/wastewater assistance to eligible customers under LIHWAP in accordance with the following program period, as established above.
- a. Water/Wastewater: home drinking water and wastewater consumed beginning on or after October 1st of each year and ending no later than the end of the first billing cycle for an eligible customer after September 30th of each year – not to extend past September 30, 2023.
- 3.2 Changes to this agreement must be made by a formal agreement amendment signed and approved by and between the duly authorized representative of the Supplier and the Department prior to the effective date of

such modification. No other document, including correspondence, e-mail, acts, or oral communications by or from any person, shall be used or construed as an amendment or modification to the agreement.

- 3.3 This document expresses the complete agreement of the parties. Performance of the agreement shall be governed solely by the specifications and requirements contained in the agreement. The exclusive venue for any litigation arising under this agreement shall be Cole County, Missouri. This agreement shall be interpreted in accordance with the laws of the State of Missouri.

4. Responsibilities of the Parties

4.1 The Department agrees to:

- a. Provide the Supplier with a weekly listing of eligible customers (Customer Eligibility Listing or CEL) who have designated the company as their primary water/wastewater supplier. These listings shall include at least the following data elements:
 1. Complete name of eligible customer;
 2. Complete address of eligible customer;
 3. Customer account number provided on the Supplier's billing information;
 4. Amount of payment the Department will make on behalf of each eligible customer whose name appears on the listing; and
 5. Social Security Number of the customer supplied by the Department.
- b. Secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer's account with the Supplier.

4.2 The Supplier agrees to:

- a. Require any of its districts, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The Supplier shall complete and submit to the Department Exhibit #1 – Supplier Information and the signed agreement the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.
- b. As conditions for receiving payment for its eligible customers under Missouri's Low Income Household Water Assistance Program, the Supplier:
 1. Shall not discriminate with regard to the terms or conditions of the sale, availability of credit, or price of home water offered to eligible customers in relation to its other residential customers.
 2. Shall return Customer Eligibility Listings (CEL's) to the Department within **fifteen (15) calendar days** after they are received, indicating whether the LIHWAP payment to be made on behalf of the eligible customer can be accepted by the Supplier. If the Supplier notifies the Department that they cannot accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, or the Supplier fails to return a CEL within a **thirty (30) calendar day** timeframe, no payment will be made by the Department on behalf of the eligible customer.
 3. Shall accept the LIHWAP payment to be made on behalf of an eligible customer; and not use any portion of the LIHWAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies.
 4. Shall credit, through normal billing process, the full amount of the LIHWAP pledge received to an eligible customer's account. The Supplier may apply any portion of the received LIHWAP pledge to an eligible customer's previous account balance, provided the pledge will continue/restore services for at least thirty (30) calendar days after the LIHWAP pledge is applied to the eligible customer's previous account balance.
 5. Should make an effort to offer eligible customers, on whose behalf the Department has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the Department and consider continued provision of water and wastewater services to the eligible customer who maintains their deferred payment plan for the duration of this agreement.
 6. Shall provide water and wastewater services at least equivalent to the amount of the pledge made by the Department on behalf of the eligible customer. Services shall be restored or continued during the service period covered by the payment for at least thirty (30) calendar days from the date of the pledge made on behalf of the eligible customer.
 7. Should consider waiving deposits, name change or late payment fees for an eligible customer for whom the Supplier agrees to accept a LIHWAP payment.

8. Shall not transfer any portion of the LIHWAP payment made on behalf of an eligible customer to any other customer's account.
9. Should notify each eligible customer in writing of the amount of any credit balance remaining on their account because of the LIHWAP payment, no later than the end of the first billing cycle for the eligible customer after September 30th of each year. In the case of payments received after September 30th, notification of any credit balance must be made no later than the next regular billing cycle for the customer on whose behalf the LIHWAP payment is received.
10. Shall refund any LIHWAP credit balance remaining on an eligible customer's account to the Department and any remaining customer credit balance directly to the customer, when the customer voluntarily terminates service with the Supplier or leaves the Supplier's designated service area, no later than sixty (60) calendar days after their final billing statement or by the end of the program year (September 30th).
11. In the event the designated customer dies during the program coverage period and the credit balance on their account is not used by a surviving household member over the age of eighteen (18) at the same address, it will be refunded to the Department. Any credit balances that cannot be utilized under the terms of this agreement will be refunded to the Department no later than September 30th of each program year.
12. Refunds must include the following information: Customer name and address, date of LIHWAP payment to the Supplier, and reason for return.
13. Shall not accept the LIHWAP payment on behalf of customers with the following account status:
 - a. Inactive Account: an account on which service was terminated and the Supplier does not agree to restore or continue service to this customer under the provisions of this agreement;
 - b. Commercial Account: an account identified by the Supplier via rate structures or other means as generally being utilized by a commercial business;
 - c. Not Our Customer: an account which the Supplier is unable to identify via existing records as being a customer of the company;
 - d. Invalid Account Number: an account which the Supplier is unable to identify via existing records the customer account number;
 - e. Needs Additional Payment: an account on which the Supplier needs additional funds to restore and continue services;
 - f. Negative Customer Response: an account which the Supplier is able to verify, but, the customer failed to call and make an appointment to restore services; or
14. Must utilize the identifying information below concerning eligible customers served when corresponding with the Department:
 - Complete name of eligible customer (account holder);
 - Complete address of eligible customer;
 - Customer account number of eligible customer; and
 - Social Security Number of the customer supplied by the Department.

5. **Payments**

- 5.1 The Department agrees to provide payment to the Supplier within fifteen (15) calendar days for those customers on whose behalf the Supplier has agreed to accept payment.
 - a. Failure to submit the CELs within the time frames set forth in this agreement may delay payment to the Supplier.
- 5.2 The Supplier is encouraged to participate in the Department's direct deposit program and to complete an Automatic Clearing House/Electronic Funds Transfer (ACH/EFT) application.
- 5.3 If funds for payment of service costs of eligible customers are not sufficient to permit the Department to reimburse the Supplier in accordance with the payment maximums specified in Attachment A, the Department will prorate payments to the Supplier on the basis of the total obligations for water and wastewater services costs of all eligible customers in Missouri and the amount of funding available to meet these obligations. The Department will utilize this procedure until all available funding for the payment of water and wastewater services costs of eligible customers has been expended.

6. Monitoring/Reporting

6.1 The Department is required to perform a review of actual usage data of eligible customers served during the program year. The Department will provide a report to the Supplier at the end of the program year. The Supplier shall submit to the Department actual usage data for each eligible customer in each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:

- a. The complete name and address of each eligible customer;
- b. The customer's account number;
- c. The Social Security Number of each customer;
- d. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after September 30th of each year;
- e. The amount of an eligible customer's outstanding account balance at the time the Supplier agreed to accept the LIHWAP payment if the Supplier used the payment in accordance with this agreement;

7. Confidentiality

7.1 The Supplier shall understand that all discussions with the Supplier and all information gained by the Supplier as a result of the Supplier's performance under this agreement shall be confidential. The Supplier shall not release reports, documentation, or material prepared required by this agreement without the prior written consent of the Department.

7.2 The Department shall only use information provided by the Supplier about the account of an eligible customer for administering LIHWAP. The Department shall obtain the same agreement from any of its Suppliers.

7.3 The Supplier agrees not to use or disclose any information related to its eligible customers to any parties except the Department with all applicable state and federal laws dealing with privacy and confidentiality of information related to eligible customers of LIHWAP. This agreement shall immediately be declared null and void if the Supplier is determined to be out of compliance with privacy and confidentiality laws

7.4 The Supplier shall ensure that all persons in its employ who are authorized to have access to or use information obtained from the Department understand the conditions of this agreement. In the case of information obtained electronically or by using the web-based access, attest to such understanding in writing by signing a DSS Security Access and Confidentiality Agreement form. Availability of this information must be limited to employees with a "need to know". The Department shall deny access to information if the Supplier is determined to be out of compliance. The Department may declare this agreement null and void if the Supplier is determined to be out of compliance with the agreement.

7.5 The Supplier agrees to retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until any litigation, claim, negotiation, audit, or other action involving the records that was initiated prior to the expiration of this five (5) year period has been completed. Upon request of the Department, the Supplier shall permit authorized representatives of the Department, and such other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the Supplier's compliance with the provisions of this agreement.

8. Fraud Prevention and Reporting

8.1 The Supplier shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the Department of Social Services (DSS), Division of Legal Services (DLS). The Supplier shall call 877-770-8055 or report by email at DLS.ReportVendorFraud@dss.mo.gov. Suppliers shall cooperate with all DLS investigations of suspected fraud or abuse or misconduct.

8.2 The Supplier may be prosecuted under applicable federal or state law or both for false claims, statements, or documents, or concealment of material fact.

9. Termination

9.1 Termination of this agreement without cause may occur by either party terminating its duties under this agreement upon provision of thirty (30) calendar days written notice to the other, except that the duties of Section 4.2b 9 through 13, 5.3 and 6.1 shall survive. Additionally:

- a. It is understood and agreed upon that in the event funds or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each

party hereunder shall thereupon terminate immediately upon receipt of written notice from the Department;

- b. Either party may terminate this agreement immediately by written notice for cause related to the adequacy of performance. Any written notification shall be effective upon deposit in the mail; and
- c. The Supplier shall not incur new obligations for the terminated portion of the agreement after the effective date of the termination for cause. The Supplier shall cancel as many outstanding obligations as possible.

10. **Debarment Certification**

10.1 The Supplier, by signing the signature page of this original agreement and any amendment signature page(s), certifies that the Supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Supplier should complete and return the attached certification regarding debarment, etc., Exhibit #2 with the agreement. The Supplier must satisfactorily complete this certification prior to award of this agreement.

11. **Business Compliance**

11.1 The Supplier must comply with the laws regarding conducting business in the State of Missouri. The Supplier certifies by signing the signature page of this original document and any amendment page(s) that the Supplier and any proposed subcontractors either are presently in compliance with such laws or shall comply with such laws prior to any resulting agreement. The Supplier shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable);
- b. Certificate of authority to transact business/certificate of good standing (if applicable);
- c. Taxes (e.g., city/county/state/federal);
- d. State and local certifications (e.g., professions/occupations/activities);
- e. Licenses and permits (e.g., city/county license, sales permits); and
- f. Insurance (e.g., worker's compensation/unemployment compensation).

11.2 The provider must complete and submit Exhibit #3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

11.3 In the event the Supplier contracts with any other party (subcontractor) to carry out the terms of this agreement, the Supplier shall include in its contracts with any other party this agreement as an incorporation by reference.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the Department and the Supplier. In witness thereof, the Department and the Supplier hereby execute this agreement.

Kristopher P. Turnbow

Authorized Representative of Supplier

Authorized Representative of the
Department of Social Services

Date

Date

EXHIBIT #1: SUPPLIER INFORMATION

PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT AND EXHIBIT #2. THE DIVISION WILL COMPLETE THE LAST LINE AND RETURN WITH THE SUPPLIER COPY OF THE SIGNED AGREEMENT.

Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.

COMPANY NAME City of Raymore

COMPANY MAILING ADDRESS 100 N. Municipal Circle

CITY Raymore STATE MO ZIP CODE 64083

COUNTY Cass

TELEPHONE NUMBER (816) 331-5182

FAX NUMBER (816) 331-8724

E-MAIL ADDRESSES (Primary) utilitybilling@raymore.com

(Other) tanderson@raymore.com

(Other) aboyd@raymore.com

(Other) _____

(Other) _____

(Other) _____

Water and wastewater services City of Raymore Utility Billing Department

For State Office Use Only:

Supplier Number Assigned: _____

HOUSEHOLD SIZE	MONTHLY INCOME AMOUNTS
	0%-60% STATE MEDIAN INCOME (SMI)
1	\$0-2,211
2	\$0-2,891
3	\$0-3,571
4	\$0-4,252
5	\$0-4,932
6	\$0-5,612
7	\$0-5,740
8	\$0-5,868
9	\$0-5,996
10	\$0-6,124
11	\$0-6,252
12	\$0-6,380
13	\$0-6,508
14	\$0-6,636
15	\$0-6,764
16	\$0-6,892
17	\$0-7,020
18	\$0-7,148
19	\$0-7,276
20	\$0-7,404

Benefit Amount
Not to exceed \$750.00

Exhibit 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Raymore
Company Name

043950542
DUNS #

Kristopher P. Turnbow
Authorized Representative's Printed Name

Mayor
Authorized Representative's Title

Authorized Representative's Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds 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 DOL.
6. The prospective recipient of Federal assistance funds 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," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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 DOL may pursue available remedies, including suspension or debarment.

EXHIBIT # 3:

Registration of Business Name (if applicable) with the Missouri Secretary of State:

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, identify the specific section of 351.572 RSMo, which supports the exemption.

Charter Number (if applicable)	Company Name City of Raymore
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo, identify the section of 351.572 to support the exemption:	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
2. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
3. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
4. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
5. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 25, 2022

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 3715: Award of Contract, Screen Printing and Embroidery

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.1: Develop a Compelling Community Identity and Brand

FINANCIAL IMPACT

Award To: Little Sport Shop
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: Parks / Public Works

PROJECT TIMELINE

Estimated Start Date
May 2022

Estimated End Date
April 2025

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: April 12, 2022
Action/Vote: 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department manages the Screen Printing and Embroidery Services contract for the City. This contract provides uniform t-shirts and City-branded apparel for the Public Works and the Parks & Recreation departments.

The current contract expires at the end of April 2022. In January, staff sent out a request for proposal for these services. This RFP also included league/activity uniforms. Staff received two proposals. The two bidders were Little Sport Shop and Monkey Printing. Both proposals qualified as complete bids in the required areas. Using the pricing on a basket of goods to evaluate each bid, The Little Sport Shop of Lee's Summit is found to be the lowest, best, most responsive bid.

This contract is for one year with the option to renew for two additional one-year terms.

BILL 3715

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LITTLE SPORTS SHOP TO PROVIDE SCREEN-PRINTING AND EMBROIDERY SERVICES.”

WHEREAS, the staff publicly advertised and bid for screen-printing and embroidery services at guaranteed pricing, and;

WHEREAS, Staff reviewed the proposals submitted and found that the proposal from Little Sports Shop was the lowest and best of the proposals submitted.

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

Section 1. The City Manager is directed and authorized to enter into a guaranteed pricing contract with Little Sports Shop to provide screen-printing and embroidery services.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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 APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

SCREEN PRINTING AND EMBROIDERY

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 9th day of May, 2022, between The Liddle Sport Shop , an entity organized and existing under the laws of the State of Missouri, with its principal office located at 100 NE Tudor Road, Lees Summit, MO 64086, hereafter referred to as the **Contractor**, 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 May 9, 2022 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 22-010 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. Contractor agrees to provide all labor, materials, tools, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including insurance and 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

Contractor agrees to perform screen printing and embroidery services as prescribed in the RFP document. This contract is for services provided in a one year period beginning May 1, 2022 and ending April 30, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with invoices for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix A.

Third party payment agreements will not be accepted by the City.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

The insurance company providing such coverage shall be satisfactory to the City.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workers or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII 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 Contractor may rely.

The Contractor'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 Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. 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 Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials and labor necessary to perform and complete the contract as specified.

All materials and supplies will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor 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. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor 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 VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XIII AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder 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 XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor 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: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

1.0- GENERAL:

The successful Contractor will provide all materials, equipment, staffing, and supplies necessary to perform screen printing and embroidery services, including the t-shirts and sweatshirts (or other wearables as requested) to be delivered, for the prices quoted in response to this request for proposals. Prices quoted by the contractor shall remain in effect through the contract period, regardless of changes in prices affecting the contractor. The City will award a single contract for all items. Not included for the purposes of this contract: contracted laundry items, non-emblazoned workwear, footwear, hand protection or other PPE unless specifically requested.

The City shall supply the City logo, Parks and Recreation logo, Public Works logo, and any other pertinent artwork to the contractor. Information regarding the format of the artwork and logos is included in the request for proposals bid sheet and must be completed in order for the proposal to be considered responsive.

Orders larger than 250 pieces are expected to have a maximum two-week turnaround time from delivery of artwork to the contractor. Sizes will be provided by the City as quickly as they are available. Smaller orders are expected to have a maximum turn around time of five (5) business days. Screen and embroidery work is expected to be of the highest quality. The successful contractor will be given sponsor artwork which will be expected to be screened exactly on the uniforms. Often this artwork is delivered to the City in PDF or jpeg format. Light color screens on dark color t-shirts are expected to be double hit to ensure a high quality result. The City reserves the right for final approval of all artwork prior to screen printing on team uniforms and City approval is required for sponsor logos.

T-shirt material is also expected to be of the highest quality. Samples of the materials to be used shall be approved by staff before screen printing begins. To keep the level of quality high, pre-shrunk 100% cotton shall be used, unless stated otherwise, when screen printing or embroidering shirts.

2. ADDITIONAL BIDDING INFORMATION

2.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-010

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Parks and Recreation Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks and Recreation Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of April 2022, with the initial term beginning May 1, 2022 and ending April 30, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Insurance requirements are minimums required for a City Occupational License. General Liability \$300,000 and workers compensation if required by State statute.

D. *Hold Harmless Clause*

The Bidder/Contractor 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 Contractor 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.

E. *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.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor 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 Contractor; 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 Contractor, 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 Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

At completion of work – the contractor shall invoice for amounts due. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor 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 Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement 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.

K. *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.

L. *Drug/Crime Free Work Place*

The Bidder 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; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Bidder 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.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Parks and Recreation Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

Q. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. *Affidavit of Work Authorization and Documentation*

Pursuant to 285.530 RSMo, the bidder 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
- * 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.

PROPOSAL FORM A
RFP 22-010

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) John Dunn having authority to act on behalf of (Company name) Dunn Right LLC dba Little Sport Shop do hereby acknowledge that (Company name) Dunn Right LLC will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Dunn Right LLC

ADDRESS: 100 NE Tudor Road Suite 111
Street

ADDRESS: Lees Summit MO 64086
City State Zip

PHONE: 816 944 4111

E-MAIL: john@littlesports.com

DATE: 3/16/22 [Signature]
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
RFP 22-010

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

___ Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

___ Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for the same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 22-010

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	Meyer Music
ADDRESS	1512 US 40 Hwy Blue Springs Mo 64015
CONTACT PERSON	Tom Meyer
CONTACT EMAIL	tom.meyer@meyermusic.com
TELEPHONE NUMBER	816 309 1219
PROJECT, AMOUNT AND DATE COMPLETED	\$ 95,000 Annually

COMPANY NAME	Hogon Prep HS
ADDRESS	1221 E Meyer Blvd KCMo 64131
CONTACT PERSON	Phil Lascuola - AD, Asst Principal
CONTACT EMAIL	plascuola@hogonprep.net
TELEPHONE NUMBER	816-215-9146
PROJECT, AMOUNT AND DATE COMPLETED	70,000 - 90,000 Annually

COMPANY NAME	Wellington Napoleon High School
ADDRESS	800 MO-131 Wellington MO 64097
CONTACT PERSON	Todd Shannon - Principal
CONTACT EMAIL	tshannon@wntigers.net
TELEPHONE NUMBER	816 - 206 - 3550
PROJECT, AMOUNT AND DATE COMPLETED	25,000 - 35,000 Annually

COMPANY NAME	OAK Grove High School + OAK grove Football
ADDRESS	605 SE 12th St OAK Grove MO 64075
CONTACT PERSON	WAYNE McGinnis
CONTACT EMAIL	ogymac@yaho.com
TELEPHONE NUMBER	816 721 - 7772
PROJECT, AMOUNT AND DATE COMPLETED	35,000 - 50,000 Annually

COMPANY NAME	LS High School
ADDRESS	400 SE Blue Parkway Lees Summit MO 64063
CONTACT PERSON	ERIC Thomas
CONTACT EMAIL	eric.thomas@lsr7.net
TELEPHONE NUMBER	660 - 441 - 1321
PROJECT, AMOUNT AND DATE COMPLETED	50,000 - 100,000 Annually

State the number of Years in Business: 54

State the current number of personnel on staff: 9

PROPOSAL FORM D
RFP 22-010

Proposal of Dunn Right LLC, organized and
(Company Name)
existing under the law of the State of MO, doing business
as Little Sports + Apparel (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-010 – Screen Printing and Embroidery.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 22-010
SCREEN PRINTING AND EMBROIDERY SERVICES

BID SHEET

1. Comments/Amendments to Scope of Services:

2. Cost for Screen Print/Embroidery Artwork Preparation Services:

Artwork Format(s) required

vector - .EPS, .AI, .CDR, .PDF

Charge to convert artwork to format required

\$ 0

3. Delivery Charges:

Charge to Deliver completed orders to 227 Municipal Circle, Raymore.

\$ 0

4. Other Standard Charges per Order:

Please list set-up charges (or other charges) per order. Use a separate page if necessary.

N/A

5. Standard catalog discount for any items ordered that are not priced in the chart below.

Please list any discount percentage you offer on items not specified here:

VARIOUS by 0 %
order

6. Approximate days from receipt of order to delivery to 227 Municipal Circle, Raymore.

10 business days

7. Guaranteed Clothing Article Pricing (per single unit)

Category	Clothing Article	Brand Name/Style Other information	Price/unit for standard sizes S,M,L, XL	Price/unit for adult XXL/XXXL
Staff Uniforms - Parks	Long sleeve t-shirts	Port + Company PC61LSP	11 ¹⁴	13 ¹⁴ / 14 ¹⁴
	Short sleeve t-shirts	port + company PC61P	9 ³⁸	10 ⁸⁸ / 12 ³⁸
	Hooded, zip-up sweatshirts	port + company PC782H	23 ⁵⁴	26 ⁵⁴ / 26 ⁵⁴
	Baseball Caps	port Authority C112	8 ¹⁰	N/A
	Special Event Neon Staff	Gildan 5200	6 ⁸⁵	8 ⁸⁵ / 8 ⁸⁵
Recreation/Conc essions Staff	Short sleeve t-shirts	Gildan 3000	6 ⁸⁵	8 ⁸⁵ / 8 ⁸⁵
	Polo's	Ferzeu 437m	14 ²¹	16 ²¹ / 17 ²¹
Staff Uniforms - Public Works	Long Sleeve t-shirts	port + company PC61LSP	11 ¹⁴	13 ¹⁴ / 14 ¹⁴
	Short sleeve t-shirts	port + company PC61P	9 ³⁸	10 ⁸⁸ / 12 ³⁸
	Hooded Zip-up sweatshirts (The Game)	GAME 825	53 ⁹³	56 ⁹³
	Hooded Pullover Sweatshirts	Gildan 18500	17 ²²	20 ²² / 21 ²²
	Crew neck pullover sweatshirts	Gildan 18000	11 ⁹⁴	13 ⁹⁴ / 14 ⁹⁴
Youth Team Coach Shirts	Coaches' t-shirts	Chapco BST99	7 ⁹⁸	8 ⁹⁸

Youth Baseball League Uniforms	Boys' jerseys	Chyro BST99	8 ²³	9 ²³
	Girls' jerseys	Badger 4163/2163	11 ⁸⁹	11 ⁸⁹
	T-ball shirts	Chyro BST99	8 ²³	9 ²³
	Baseball Caps	YCP80 / CP80 Part + company	6 ⁰⁶	N/A
	Visors	Part + company CP45	6 ¹⁶	N/A
Special Events	Short sleeve t-shirts (3-color logo)	Gildan 5000	5 ⁸⁸	7 ²⁸
Program shirts - Adult leagues	Short sleeve t-shirts (2-color logo)	Gildan 5000	5 ⁸⁸	7 ²⁸
Volleyball League Uniforms (2 seasons)	Player jerseys	BADGER 4163/2163	11 ⁸⁹	11 ⁸⁹
Soccer League Uniforms (2 seasons)	Player jerseys	Chyro BST99	8 ²³	9 ²³
	Adidas uniform kits	Part are not buying these N/A any more	N/A	N/A
Summer Camp	Camper shirts	Gildan 8000	4 ⁹⁵	6 ²⁵
Miscellaneous	Polo/Button Down Shirts	25% - 40% off catalog price	+ 6 th Embroidery	
Miscellaneous	Light Jackets/Windbreaker	25% - 40% off catalog price	+ 6 th Embroidery	
BASKETBALL League	Player Jerseys	Chyro BST99	13 ⁴⁴	14 ⁸⁴

**PROPOSAL FORM E - CONTINUED
22-010**

A. Other Information

- Are you the shirt supplier for any other organization(s)? If so, please name the organization(s). Yes, we supply shirts, polo's, bags, uniforms, etc to many of the School Districts in the KC Metro as well as numerous business
- Explain in detail your firm's warranty on its services.
100% satisfaction guarantee. If something is not correct we will fix it.

Company Name Dunn Right LLC

By 
Authorized Person's Signature

John Dunn owner
Print or type name and title of signer

Company Address 100 NE Tudor Road
Suite 111
Lees Summit MO 64086

Phone 816 944 4111

Fax ~~816 944 4111~~ N/A

Email john @ liddle sports. com

Date 3/28/22

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

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 John Dunn, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: John Dunn

Company: Dunn Right LLC

Address: 100 NE Tudor Road Suite 111 Lees Summit mo 64086

- 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: Project # 22-010.
- 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.

Donn Right LLC
Company Name

[Signature]
Signature

Name: John Donn

Title: owner

STATE OF Missouri COUNTY OF Jackson
Subscribed and sworn to before me this 25th day of March, 2022.
Notary Public: Kelsey Renee Edwards
My Commission Expires: 04-4-23 Commission # 19290870

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.

KELSEY RENEE EDWARDS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 4, 2023
ID#19290870



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 26, 2022

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 3716: Award of Contract, Beverage Vending & Supply Services

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.1 - Develop & Implement long-term funding strategies to support operations

FINANCIAL IMPACT

Award To: Pepsi Beverages Company
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: Parks / Administration

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 2022	April 2025

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: April 12, 2022
Action/Vote: 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract/Bid Forms

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department manages the Beverage Vending and Supply Services contract for the City. This contract provides vending services for the Parks & Recreation Department concessions operations, special events and the Employee Relations Committee vending machines.

The current contract expires at the end of April 2022. In January, staff sent out a request for proposal for these services. Staff received two proposals. One proposal was from Pepsi Beverages Company and the other was from Heartland Coca-Cola. Both proposals qualified as complete bids in the required areas. Using the pricing on a basket of goods to evaluate each bid, Pepsi Beverages Company is found to be the lowest, best, most responsive bid.

This contract is for one year with the option to renew for two additional one-year terms.

BILL 3716

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PEPSI BEVERAGES COMPANY TO PROVIDE BEVERAGE VENDING AND SUPPLY SERVICES.”

WHEREAS, the staff publicly advertised and bid for beverage vending and supply services at guaranteed pricing, and;

WHEREAS, Staff reviewed the proposals submitted and found that the proposal from Pepsi Beverages Company was the lowest and best of the proposals submitted.

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

Section 1. The City Manager is authorized to enter into a contract with Pepsi Beverages Company, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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 APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

BEVERAGE VENDING AND SUPPLY SERVICES

Agreement made this 9th day of May , 2022, between Pepsi Beverages Company, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1775 E. Kansas City Rd., Olathe, KS 66061, hereafter referred to as the **Contractor**, 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 May 10, 2022 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

Contractor agrees to perform all work and provide all materials/supplies as specified in RFP # 22-005 and the Standard Contract Terms and Conditions in Appendix B, and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as

set forth within RFP # 22-005 and the Scope of Services attached as Appendix A, including insurance and 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 TERM

Contractor agrees to perform beverage vending and supply services as prescribed in the RFP document. This contract is for services provided in a one year period beginning May 11, 2022 and ending May 10, 2023. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III GUARANTEED PRICING CONTRACT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix A.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for supplies delivered. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right of non payment for services not rendered.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

ARTICLE V INSURANCE REQUIREMENTS

Contractor shall provide a certificate of insurance to the City before commencing the work described in the scope of services in the amounts listed in the Standard Contract Terms and Conditions.

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII 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 Contractor may rely.

The Contractor'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 Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. 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 Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor 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. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations.

Contractor 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 VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor 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 Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor 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.

ARTICLE X WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder 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 XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder 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.

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ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to the 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: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

PEPSI BEVERAGES COMPANY

By: _____

Title: _____

Attest: _____

APPENDIX A **FINAL SCOPE OF SERVICES**

It is the intent that this contract be awarded to a single supplier based on all relevant considerations including, but not necessarily limited to, the variety of product available, relevant retail costs of product, commission rate, company ability to perform timely and accurate service, ability to provide product in emergency situations or any other evaluative aspect which may impact this contract. The successful provider's first and major concern shall be service and at the same time have the product priced at an economical level which will maintain a profit.

2.1 Licenses and Permits:

The successful bidder shall secure all licenses imposed by law and ordinances, which shall include a current City of Raymore, MO, Business License. This requirement shall be the responsibility of the Contractor for the duration of the contract. Application for City Business License may be obtained by going to the City of Raymore Website.

2.2 Failure to Deliver:

In case of failure to deliver services in accordance with the Contract terms and conditions, RPR, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RPR may have. RPR shall be entitled to offset such costs against any sums owed by the Contractor to RPR under this Contract. The Contractor will have three opportunities to correct problems/issues before cancellation of the contract.

2.3 Prices

Pricing for beverages shall be consistent with the Contractor's proposal, as amended during contract negotiations. During contract negotiations, RPR and the Contractor will agree on product stocking and pricing. Pricing shall be established to be uniform throughout all Raymore facilities. RPR and the Contractor will review pricing strategies during semi-annual meetings to determine price increases or decreases for any given building or product that would result in a change in the cost of the product to the public consumer.

2.4 Independent Contractor

The relationship of the Contractor to RPR and user groups shall be that of an independent Contractor. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the City.

2.5 Assignment and Subcontracting

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of RPR, nor shall they assign, by power of attorney or otherwise, any of the money payable under the Contract unless written consent of RPR has been obtained. In case the Contractor is permitted to assign monies due or to become due under the contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

2.6 Right of Owner to Terminate Contract

RPR, upon written notice, may terminate this Contract, or any part thereof, as a result of the Contractor's failure to render to the satisfaction of RPR, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by RPR. RPR shall be the sole determinant in all termination for cause issues. The Contractor shall not be entitled, nor shall RPR give any consideration to claims for this Contract, or any part hereof, by RPR for cause. Such termination may come about for the sole convenience of RPR. Upon receipt of written notification from RPR that this Contract or any part hereof, is to be terminated, the Contractor shall immediately cease operation of the work stipulated. RPR's evaluation shall be entitled to just and equitable payment in accordance with this Contract for any uncompensated work satisfactorily performed prior to such notice.

2.7 Locations

Contractor shall place vending machines and fountain machines only in those locations designated by RPR. RPR reserves the right to add or subtract from the total number of vending machines and fountain machines in place at any given time and the same criteria shall apply to all machine placements and/or replacements as may apply under this agreement. The term "placements" shall be construed to include multiple units within a single location as well as multiple locations within a single site. Contractor shall not change the physical location of any vending machine or fountain machine in any manner from the specific locations designated and approved without the prior written consent of RPR or their authorized representative.

2.8 Beverage Types

Contractor shall provide product in bottles, cans, bag-in-the-box formats and/or beverage vending. Drinks shall include but are not limited to the following:

- ❖ cola (regular and diet)
- ❖ caffeine free (regular and diet)

- ❖ lemon/lime (regular and diet)
- ❖ root beer (regular and diet)
- ❖ Carbonated/non-cola (regular and diet)
- ❖ Neon (regular and diet)
- ❖ sports drinks
- ❖ Energy Drinks
- ❖ bottled water
- ❖ juice
- ❖ tea
- ❖ fruit punch
- ❖ Milk and hot coffee are excluded from this contract

Drink selection will be a factor in the decision process.

Contractor shall abide by all county, city, state and federal laws, ordinances, rules and regulations, expressly including, but not limited to, operation and maintenance of vending machines. Contractor shall obtain and preserve all applicable state, federal and local licenses and/or permits required for the operation of beverage vending machines.

2.9 Equipment

All equipment shall operate on regular wall voltage -110VAC. All plugs shall be three pronged, properly grounded. Energy efficient units shall be used by the contractor wherever possible. Back-up machines shall be available in the event that one will be out of order longer than 24 hours.

It is not anticipated RPR will need to move any of the machines, however, in the event of an emergency or need; RPR reserves the right to have the Contractor move machines for cleaning or allow any unit to be moved in response to resolution of a problem.

Industry improvements to vending operations that occur during the term of this contract shall be incorporated by the Contractor in subsequent installations. Each beverage vending machine shall have capability to handle the following items/functions:

- a. dispense a variety of items, not limited to a single type item or brand of items;
- b. be properly equipped with a non-resettable counter for recording all sales by each machine;
- c. receive and give coin change for one dollar bills. The Contractor will be entirely responsible for funding change machines and for their proper operations and functions. Contractor must refund any monies lost in vending machines within seven (7) days.
- d. Each machine location must provide information to the RPR where malfunctions, product quality comments and refund requests may be made. This may be accomplished using a local or toll free number.

e. Complete set-up for all fountain machines.

Upon completion of installations, Contractor shall provide a list of all their equipment and all locations of said equipment, to RPR, and certify that each unit is in proper working order in accordance with original equipment manufacturer's specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.

The City of Raymore understands that repairs required due to vandalism affect the quality of service and cost of products sold to customers. In an effort to reduce vandalism, security cameras have been placed at all outdoor venues where vending machines are installed.

2.10 Installation

Machines will be installed at locations listed herein, however, title ownership of each machine shall be retained by the Contractor, who shall be responsible for the equipment at all times and in all respects. RPR shall neither own, rent, nor lease the machines in conjunction with this contract.

Contractor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines.

2.11 Maintenance/Product Delivery

Product delivery will be coordinated with RPR. Contractor must have the ability to deliver product a minimum of once per week. Standard delivery time frames shall be established by contract. On occasion a facility may run out of product requiring an emergency delivery. Emergency deliveries must be made within 2 hours. The contractor will provide one single point of contact for RPR. The single point of contact will be the person called for product and service issues. The contractor will provide all contact information for the contact person including, but is not limited to; cell phone, office phone, pager, email address, and mailing address.

Contractor shall maintain all vending machines and fountain machines in good working order when installed and thereafter to completion of the agreement. RPR shall have no liability to Contractor for maintenance of the equipment or any damage to machines by a third party and Contractor shall not make any claim against, or seek recovery from, RPR or the user groups for any loss or damage to the vending machines or fountain machines.

Contractor must be available to service fountain machines placed via this agreement within an eight-hour time frame Monday - Friday. Contract beverage vending machines shall be repaired within eight hours of a reported malfunction. Any request for service after 3:00 P.M. must be serviced no later than noon of the next work day.

For purposes of this proposal, maintenance shall be construed to include a regular and ongoing cleaning and refreshing the appearance of each machine and the immediate area around the machines in terms of removing wrappers and related debris each time any unit is replenished and/or serviced for maintenance or repair. Continued maintenance, as described herein, will be a primary consideration of the continuation of this agreement, future contract renewals and subsequent awards.

2.12 Removal

RPR reserves the right to require the contractor to replace or remove any machine which may be unacceptable or unsafe and reserves the right to remove any such machine at its discretion in an effort to protect persons and/or RPR property.

All machines must be removed within ten business days of notice to Contractor for completion, termination or cancellation of contract, nonpayment of commissions to RPR, for machine malfunctions not corrected within two days of notification, or at the discretion of RPR, including any and all units and replacements.

Contractor will be required to remove machines within ten (10) business days from the date of notification. If Contractor fails to remove machines within the stated designated time, RPR and user group representatives shall have the option to remove any machine and hold it in storage until claimed by Contractor. In case of removal by the RPR, no officers and/or employees shall be liable for damages to said machines or their contents. If RPR removes the machines, a reasonable storage charge, as determined by RPR, must be paid by the Contractor before the Contractor can reclaim the machines. Beverage machines held in storage by RPR must be reclaimed within six months of storage or be declared abandoned property and may be sold at auction as provided by law.

2.13 Gross Receipts Report

A separate record shall be maintained for each facility served by the Contractor. RPR, may at its option, have a representative accompany Contractor's personnel on their service calls to restock, service, etc. Contractor's machines. Contractor shall make and present gross receipts reports monthly to RPR. A comprehensive report for all facilities shall be presented monthly to the Director of Parks and Recreation. Report shall cover all appropriate receipts for the full month. Each report shall be accompanied by a sworn statement certifying that the amount of gross receipts for each month is true and correct.

RPR shall have the right to make periodic audits and inspections of Contractor's records of gross receipts at any reasonable time without notice.

RPR may require supplementary information as needed to perform and conclude an audit.

2.14 Commissions

Commission payments for beverage vending machines shall be based on gross receipts. The term "gross receipts" is hereby defined to mean receipts for beverages dispensed from the machines placed at RPR locations. Such gross receipts shall not be discounted to reflect commissions or other payments or overrides to brokers or intermediary agents, either internal or external to the Contractor or any taxes or fees payable to any governmental entity.

Payment with completed reports will be submitted to:

Raymore Parks and Recreation Department
ATTN: Director of Parks and Recreation
100 Municipal Circle
Raymore, MO 64083

2.15 Contract Digression

Contractor shall not assign or transfer this concession, or any right or privilege granted hereunder, without the prior written consent of RPR. If Contractor is adjudged bankrupt, or if a receiver is appointed to or for the Contractor, or if Contractor makes any assignment for the benefit of creditors, RPR may, at its option, terminate this agreement upon giving five business days' notice to Contractor of RPR's intent.

Violation of any terms of this agreement can subject the Contractor to immediate cancellation of this agreement without prior notice of cancellation. RPR may, but is not required to, allow the Contractor to cure the violation.

2.16 Supplemental Information

In addition to the above, Offeror's are advised to include additional information which may enhance and/or clarify their offer and the capabilities of their company in the returned proposal.

2.17 Review Meetings

The Contractor shall designate an agent or representative to monitor and report on the overall program through attendance at regularly scheduled meetings with RPR. This individual shall be the same as noted in 2.11. Said RPR representative shall also be the party to whom all complaints, concerns, or service requests shall be addressed. The Contractor shall notify RPR in writing of any change in the name, title, or contact information of the designated agent or representative.

2.18 Additional Facilities

Additional facilities may be added by RPR.

2.19 Donations

RPR can accept beverage product donations for fundraisers, etc.

2.20 Advertising

Advertising privilege with RPR includes, without limitations, advertising on all equipment dispensing cola and non-cola products within the locations identified in final negotiations. The Contractor may find it advantageous to place additional advertising at each venue. All additional advertising materials must be approved in advance by RPR, and will be at the expense of the Contractor with additional fees paid to RPR.

By giving the Contractor exclusive advertising rights for cola and non-cola drinking products, RPR will not allow advertising of competitive products. However, considering that special promotional events by outside promoters may be under the sponsorship of conflicting products, RPR, in this circumstance, will allow the posting of advertising of a competitive product for the special event.

Appendix B General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Parks Director or their authorized representative. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. Contract Period

This contract is for services provided in a one year period beginning May 11, 2022 and ending May 10, 2023. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

- \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor 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 Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *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.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor 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 Contractor; 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 Contractor, 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 Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Invoices to be paid within 30 days of receipt.

H. *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 Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor 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 Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Parks Director, or designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement 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.

K. *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.

L. *Drug/Crime Free Work Place*

Contractor 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; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor 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.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Parks Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

Q. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become an open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. *Affidavit of Work Authorization and Documentation*

Pursuant to Section 285.530 RSMo, the bidder 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.

PROPOSAL FORM A
RFP 22-005

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Douglas Payne having authority to act on behalf of (Company name) Pepsi Beverages company do hereby acknowledge that (Company name) Pepsi Beverages Company will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Pepsi Beverages Company

ADDRESS: 1775 E Kansas City Rd

Street


ADDRESS:

____ Olathe _____ KS _____ 66061 _____
____ City _____ State _____ Zip

PHONE: _913-791-3000

E-MAIL: __douglas.payne@pepsico.com

DATE: 2-9-22
(Month-Day-Year)

 FSR
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- ____ MBE (Minority Owned Enterprise)
____ WBE (Women Owned Enterprise)
____ Small Business

PROPOSAL FORM B
RFP 22-005

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No ___
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
10. Has the Firm been subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for the same.

1. The Firm possesses all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
 RFP 22-005

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	City of Overland Park
ADDRESS	8500 Santa Fe Dr Overland Park KS 66212
CONTACT PERSON	Brian Toben
CONTACT EMAIL	Toben.brian@opkansas.org
TELEPHONE NUMBER	913-334-8888
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Lawrence
ADDRESS	1141 Mass St Lawrence, KS 66044
CONTACT PERSON	Tim Laurent
CONTACT EMAIL	Tlaurent@lawrenceks.org
TELEPHONE NUMBER	785-832-3455
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Leawood
ADDRESS	4800 Town Center Dr Leawood,KS 66211
CONTACT PERSON	Kim Curran
CONTACT EMAIL	Kimc@leawood.org
TELEPHONE NUMBER	913-863-9159
PROJECT, AMOUNT AND DATE COMPLETED	

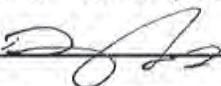
COMPANY NAME	City of Gardner Parks and Rec
ADDRESS	120 E Main Gardner, KS 66030
CONTACT PERSON	Jason Bruce
CONTACT EMAIL	Jbruce@gardnerks.gov
TELEPHONE NUMBER	913-656-0936
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Belton Parks and Rec
ADDRESS	15400 S Mullen Rd Belton, MO 64012
CONTACT PERSON	Shane Dewald
CONTACT EMAIL	Sdewald@beltonparks.org
TELEPHONE NUMBER	816-348-7400
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 132

State the current number of personnel on staff: 291,000

PROPOSAL FORM D
RFP 22-005

Proposal of Pepsi Beverages Company, organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as Pepsi Beverages Company(*)  _____

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-005- Beverage Vending and Supply.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 22-005

**Beverage Vending and Supply Services
 Price, Commissions & Additional Financial Incentives**

1. Bag-in-Box (price per 5-gallon box, BRIX ratio 5:1)	Price
Description (e.g. Cola, Diet Cola, Non-Cola, Other)	
_____	\$ 91.60 /box \$
_____ See Attached Flavor List _____	_____ /box \$
_____	_____ /box \$
_____	_____ /box \$
_____	_____ /box \$
_____	_____ /box \$
_____	_____ /box \$
_____	_____ /box

2. 20 Ounce Plastic Bottles (price per 24 count case/concession)	Price
Description (e.g. Cola, Diet Cola, Non-Cola, Other)	
_____	\$ _____ /case
_____ See Attached Flavor list _____	\$ _____ / case
_____ Pepsi/non carbs _____	\$ 29.12. / case
_____ Aquafina Water _____	\$ 17.18 / case
_____ Gatorade _____	\$ 23.92 / case
_____	\$ _____ / case
_____	\$ _____ / case
_____	\$ _____ /case

3. 20 Ounce Plastic Bottles (price per 24 count case/beverage vending)

Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Self Fill Price	Full Service Price
_____	\$ _____/case	\$ _____/case
_____ See Attached Flavor List _____	\$ 29.12_/ case	\$ 29.12_/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case

4. 12 Ounce Cans (price per 24 count case/concession)

Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Price
_____	\$ _____/case
_____ See Attached Flavor List _____	\$ 13.00_/case
_____	\$ _____/case
_____	\$ _____/ case
_____	\$ _____/ case
_____	\$ _____/ case
_____	\$ _____/ case
_____	\$ _____/ case
_____	\$ _____/ case
_____	\$ _____/ case

5. 12 Ounce cans (price per 24 count case/beverage vending)

Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Self Fill Price	Full Service Price
_____	\$ _____/case	\$ _____/case
_____ See Attached Flavor List _____	\$ 13.00 / case	\$ 13.00 / case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case
_____	\$ _____/ case	\$ _____/ case

6. Fruit Drinks, Energy Drinks, Tea, Sports Drinks, and other beverages:

Description	Size	Price
_____	_____	\$ _____
_____ Gatorade _____	_____ 20oz _____	\$ 23.92
_____ Brisk Tea _____	_____ 20oz _____	\$ 29.12
_____ Fruit Drinks/non carb _____	_____ 20oz _____	\$ 29.12
_____ Rockstar _____	_____ 15oz _____	\$ 24.44
_____	_____	-
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

7. Cups with lids

Description (e.g., paper, wax, etc.)	Size	Case Count	Price
_____ Poly Coated _____	12 oz	___2000__	\$62.40_/case
_____ Poly Coated _____	21 oz	24oz 1000_	\$81.78_/case
_____ Poly Coated _____	32 oz	___480__	\$72.38_/case

8. Commission on beverage vending (percentage of gross sales)

_____ 40% _____

9. Additional Financial Incentives

Description (money per year for length of contract) Annual Fee
This annual payment will consist of a three year contract. \$___2500.00_/year

10. Other Incentives (non-monetary)

_____ Description _____

Comments/Amendments to scope of services:

**BID PROPOSAL FORM E – RFP 22-003
CONTINUED**

A. Company Information

- How many workers will be available to respond to the City's calls?

B. Service Information

- Explain in detail your firm's warranty on its services.

- If your firm's service agreement is subject to price increases, please state the basis on which these increases can be made.

**BID PROPOSAL FORM E – RFP 22-005
CONTINUED**

Company Name _____Pepsi Beverages Company_____

By _____
Authorized Person's Signature

Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Company Address _____

Addendum No. _____

__1775 E Kansas City rd_____

Addendum No. _____

__Olathe, KS 66061_____

Addendum No. _____

Phone __913-791-3000_____

Addendum No. _____

Fax __913-791-3016_____

Email __douglas.payne@pepsico.com_____

Date __February 10 2022_____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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 Doug Payne, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Doug Payne

Company: Pepsi Beverages Company

Address: 1775 E Kansas City Rd Olathe, KS 66061

- 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: Project #22-005.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

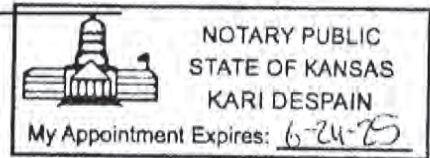
4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Pepsi_Beverages Co. _____
Company Name

Signature

Name: Doug Payne _____

Title: Food service Rep _____



STATE OF Kansas _____ COUNTY OF Johnson

Subscribed and sworn to before me this 9 day of February, 2022.

Notary Public: Kari Despain

My Commission Expires: 6-24-25 Commission # 1185987

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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 25, 2022

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<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 3720: Contract for purchase of real estate - firing range

STRATEGIC PLAN GOAL/STRATEGY

2.1: Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$350,000
Amount Budgeted:
Funding Source/Account#: Restricted Revenue

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

Real Estate Contract
Location Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

For approximately six years, the City of Raymore has leased 40+/- acres of land located near MO-291 Highway and 225th Street from Pesek Family Land LLC for the Police Department to use as a firing range.

The tract of land includes 40+/- acres of undeveloped land, in addition to various temporary buildings that offer storage and classroom instruction space.

In an effort to permanently secure the property as the City's firing range, staff has negotiated a real estate purchase price of \$350,000, with a tentative closing date of May 25, 2022. Previous actions of the City Council places adequate funding in the restricted revenue account to allow for the land purchase.

BILL 3720

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PURCHASE 40 ACRES OF UNDEVELOPED PROPERTY LOCATED WEST OF MO-291 HIGHWAY, AND SOUTH OF 225TH STREET IN CASS COUNTY, MISSOURI, IN THE AMOUNT OF \$350,000."

WHEREAS, the City of Raymore has historically leased this property from the current owner for the utilization of a firing range for the Raymore Police Department; and,

WHEREAS, the City Council has desired to purchase land area to allow for the continued utilization and ownership of a permanent firing range; and,

WHEREAS, the City Council has determined that the purchase price of the land is within the budget allocated for the project and furthers several goals of the City Strategic Plan for a safe and secure City.

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

Section 1. The City Manager is authorized to enter into a contract in the amount of \$350,000 with Pesek Family Land, LLC to purchase the undeveloped property located west of MO-291 Highway and south of 225th Street and legally described as follows:

PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 3805 AT PAGE 638 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 1320.00 FEET OF THE EAST 660.00 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, ALL IN SECTION 20 TOWNSHIP 45 NORTH, RANGE 31 WEST, CASS COUNTY, MISSOURI, AND FURTHER EXCEPT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 45, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, AFORESAID, RUN THENCE SOUTH 89°09'21" EAST ALONG THE SOUTH LINE THEREOF, 1318.95 FEET TO 4 HE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 00°12'57" WEST ALONG THE WEST LINE THEREOF, 1320.00 FEET; THENCE SOUTH 89°09'21" EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 658.96 FEET; THENCE SOUTH 00°12'49" EAST, 1320.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTH 89°09'21" WEST ALONG SAID SOUTH LINE, 658.90 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO ANY EXISTING EASEMENTS, AND OR RIGHT-OF-WAYS.

Section 2. The Mayor is authorized to execute the contract document attached as Exhibit A.

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 APRIL, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

VACANT LAND REAL ESTATE SALE CONTRACT
City of Raymore, Missouri (Buyer)
Pesek Family Land, LLC (Seller)

THIS CONTRACT (the "Contract") is made by and between Pesek Family Land, LLC, whose address is 22820 S. State Route 291, Harrisonville, Missouri 64701 ("Seller"), and the City of Raymore, Missouri, a Missouri municipal corporation, whose address is 100 Municipal Circle, Raymore, Missouri 64083 ("Buyer").

The **EFFECTIVE DATE** shall be the date of final acceptance by the last party to sign this agreement and/or addendum(s) attached hereto.

1. PROPERTY: Buyer agrees to purchase, and Seller agrees to sell, the real property (the "Property"), legally described as follows:

PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 3805 AT PAGE 638 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 1320.00 FEET OF THE EAST 660.00 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, ALL IN SECTION 20 TOWNSHIP 45 NORTH, RANGE 31 WEST, CASS COUNTY, MISSOURI, AND FURTHER EXCEPT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 45, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, AFORESAID, RUN THENCE SOUTH 89°09'21" EAST ALONG THE SOUTH LINE THEREOF, 1318.95 FEET TO 4 HE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 00°12'57" WEST ALONG THE WEST LINE THEREOF, 1320.00 FEET: THENCE SOUTH 89°09'21" EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 658.96 FEET; THENCE SOUTH 00°12'49" EAST, 1320.00 `FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTH 89°09'21" WEST ALONG SAID SOUTH LINE, 658.90 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO ANY EXISTING EASEMENTS, AND OR RIGHT-OF-WAYS.

The Property being pictorially depicted on the Boundary Survey completed by Olsson which is attached hereto and incorporated by reference herein as Exhibit "A".

Said purchase and sale shall be subject to all public roads, easements, rights-of-way, covenants, reservations, lease agreements, oil, mineral and natural resource rights and restrictions of record, and further SUBJECT TO any rezoning restrictions or use limitations applicable to the above-described Property.

a. Additional Inclusions. The following items are also included in the sale and are considered to be a part of the Property: Any improvements, structures, landscaping amenities and utility connections currently constructed upon said Property.

b. Exclusions. The following items are not included in the sale and are not considered to be a part of the Property: any personal property or non-fixtures on the Property.

2. DISCLOSURES: THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL SELLER COMPLETES AND BUYER AND SELLER HAVE SIGNED A SELLER'S VACANT LAND DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM. Seller confirms that the information contained in the Seller's Vacant Land Disclosure and Condition of Property Addendum is current as of the "Effective Date" of the Contract. Seller shall advise Buyer of any substantial change in the condition of the Property prior to Closing.

Missouri law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. Buyer should contact the Cass County Sheriff to evaluate whether a registered sexual offender lives within proximity of the Property.

3. ADDENDA/CONTINGENCIES: The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract:

a. Seller's Vacant Land Disclosure and Condition of Property Addendum (attached and incorporated herein by reference as Exhibit "B).

4. CONTRACT CONTINGENCIES: This Contract is contingent upon Buyer reviewing and accepting the terms of any deed restrictions and the encumbrances shown in the preliminary Title Report referenced in paragraph 9. Buyer will have twenty (20) business days from the Effective Date of this Contract to accept all of the identified contingencies or to cancel the Contract by written notification to the Seller if the contingencies cannot be satisfied or resolved. **Failure to notify Seller within the time specified constitutes a waiver of the contingencies and is conclusive evidence that the Buyer has waived its rights to renegotiate or cancel this Contract.**

5. PURCHASE PRICE: The Purchase Price for the Property is Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) which Buyer agrees to pay as follows: Five Thousand and 00/100 Dollars (\$ 5,000.00) at the signing of this Contract as Earnest Money which is to be deposited upon execution of this Contract in the escrow account of Coffelt Land Title ("Escrow Agent") as part of the consideration of the sale and Three Hundred Forty-Five Thousand and 00/100 (\$345,000.00) at closing.

6. CLOSING AND POSSESSION: On or before May 25, 2022 ("Closing Date") Seller shall execute and deliver into escrow with the Escrow Agent, a Missouri General Warranty

Deed and all other documents and funds necessary to satisfy Seller's obligations under this Contract. On or before the Closing Date, Buyer shall execute and deliver into escrow with the Escrow Agent all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by Buyer's lender, if any) and funds reasonably necessary to satisfy Buyer's obligations under this Contract. SELLER AND BUYER ACKNOWLEDGE THAT ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF CASHIER'S CHECK, WIRE TRANSFER OR OTHER CERTIFIED FUNDS. When all documents and funds have been executed and delivered into escrow with the Escrow Agent or other closing agent, the closing shall be completed. Seller shall deliver possession of the Property to Buyer at Closing ("Possession Date"). Except as may already have been moved onto the Property by Buyer under the current lease, Buyer shall not occupy the Property or place personal property on it prior to completion of the Closing and disbursement or availability of Seller's proceeds, if any, unless otherwise agreed upon in writing by the Buyer and the Seller.

7. CONDITION OF PROPERTY: Seller shall maintain the Property in its present condition through the Possession Date. Seller shall advise Buyer of any substantial change in the condition of the Property prior to Closing other than the above-referenced land disturbance. Unless otherwise agreed in writing, Seller shall remove all possessions from the Property, upon vacating or prior to delivery of Possession.

8. EARNEST MONIES AND ADDITIONAL DEPOSITS: Upon acceptance of this Contract, unless otherwise agreed, any Earnest Money or Additional Deposits shall be deposited within ten (10) banking days of the Effective Date, in an insured escrow account maintained by Escrow Agent. Buyer and Seller agree that the Escrow Agent may retain any interest earned on escrowed funds. If this Contract is terminated by the express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits shall be returned to the Buyer, and neither party shall have any further rights or obligations under this Contract, except as otherwise stated in this Contract. Provided however that, notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and Additional Deposits, the parties understand that the Escrow Agent cannot distribute the Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless permitted to do so by applicable state laws. If Buyer and Seller are unable to agree in writing upon the disposition of the Earnest Money and Additional Deposits or any other funds, Escrow Agent may commence an interpleader or similar proceeding and Buyer and Seller authorize Escrow Agent to pay all funds to the Clerk of the Circuit Court of Cass County, Missouri for disposition as the Court may direct. Buyer and Seller agree that the Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the interpleader or similar proceeding including without limitation, reasonable attorneys' fees and expenses. Buyer and Seller agree that, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from the Escrow Agent within fifteen (15) days of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits within sixty (60) days of notice of cancellation of this Contract shall constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified letter. All parties acknowledge that any earnest deposit funds remaining in the Escrow Agent's

escrow account for over one (1) year may be sent to the respective state as requested or required by law.

9. EVIDENCE OF TITLE. Within fifteen (15) days after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"). Seller agrees to deliver to Buyer a title insurance commitment from a company authorized to insure titles in the state where the Property is located. Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, Buyer may not object to untimely delivery of the title commitment. The title commitment shall commit to insure a marketable fee simple title to the Buyer upon the recording of the deed or other document of conveyance. However, title to the Property shall be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the effective date of the title commitment (the "Permitted Exceptions"). Buyer shall have ten (10) days after receipt of the title commitment (the "Objection Period") to notify Seller in writing of any valid objections to title to the Property. Seller shall then make a good faith effort to remedy the defects in title. If Seller does not remedy the title defects before the Closing Date, Buyer may elect to waive the objections, extend the Closing Date a reasonable time for the Seller to remedy the defects or cancel this Contract. Provided, if the time between the Effective Date and the Closing Date is too short to permit compliance with the time frames described in this paragraph, both the Commitment Delivery Date and the Objection Period shall be as soon as reasonably possible but no later than the Closing Date. Seller agrees to provide and pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in Buyer, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by Buyer or arising by virtue of Buyer's activities or ownership. The policy shall also insure Buyer as of the date of recording of the deed or other document of conveyance, against any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records. Seller agrees to comply with the requirements of the title company for issuance of this coverage. Unless otherwise provided in this Contract, the Owner's title policy will include mechanic's lien coverage.

10. TAXES, PRORATIONS & SPECIAL ASSESSMENTS: All general/state/county/school and municipal real estate taxes, homes association dues and fees, special assessments, interest on existing loans to be assumed by Buyer, and any other contractual obligations of Seller to be assumed by Buyer for years prior to the current calendar year shall be paid by Seller. Any of the preceding items which become due and accrue during the calendar year in which Seller's Missouri General Warranty Deed is delivered (including rents, if applicable) shall be prorated between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable law, shall be assumed and paid by the Buyer. Buyer acknowledges that the Property may be subject to a special assessment, fee, or located in an improvement district.

If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing

authority, and last year's mill levy. If appraised value is not available, the Contract purchase price will be used with last year's mill levy, Buyer and Seller agree to accept such prorations as final and release each other, and Escrow Agent from any liability for any increase or decrease in actual taxes due.

In Missouri, reassessment takes place in odd numbered years. Missouri transactions closing in odd numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in even numbered years will be prorated based upon the preceding year's tax amount.

11. PARTIES: This is a Contract between Seller and Buyer, if Seller or Buyer constitute two or more persons, the terms "Seller" or "Buyer" shall be construed to be the plural or singular whenever the sense of the Contract requires. Unless identified as Seller or Buyer, Listing Broker and any Cooperating Broker and their Agents (collectively referred to as "Broker") and any Escrow Agent are acting as agents only and are not parties to this Contract. Seller and Buyer acknowledge that Broker or Escrow Agent may have a financial interest in third parties providing specialized services required by this Contract including, but not limited to, lender, title insurance company, Escrow Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair personnel. Seller and Buyer agree that neither Broker nor Escrow Agent shall be responsible for the conduct of third parties providing specialized services whether those services were arranged by Seller, Buyer, Broker or Escrow Agent on behalf of either.

12. NOTICES: Any notice or other communication required or permitted hereunder may be delivered in person, by facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered. Delivery to, or receipt by, a party's licensee shall constitute delivery to the party. Delivery to, or receipt by, any licensee assisting Buyer (as may be named below in this Contract) shall constitute receipt by Buyer and delivery to or receipt by any licensee assisting Seller (as may be named below in this Contract) shall constitute receipt by Seller.

13. ENTIRE AGREEMENT AND MANNER OF MODIFICATIONS: This Contract and all attachments hereto, including, the Seller's Vacant Land or Lot Disclosure Statement or other Addenda as noted in this Contract and Amendments thereto constitute the complete agreement of the parties concerning the Property, supersede all previous agreements, and may be modified or assigned only by a written agreement signed by all parties.

14. DEFAULTS AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of this Contract:

- a. If Seller defaults, Buyer may (i) specifically enforce this Contract and

recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available by law or in equity. If Buyer elects to terminate this Contract, the Earnest Money shall be returned to Buyer subject to the provisions of this Contract.

- b. If Buyer default, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract, or pursue any other remedy and damages available at law or in equity.

If, as a result of a default under this Contract, either Seller or Buyer employ an attorney to enforce their rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

TIME IS OF THE ESSENCE OF THIS CONTRACT.

15. INSPECTION AND DUE DILIGENCE: Buyer may, within fifteen (15) calendar days after the Effective Date of this Contract, at Buyer's expense, have the Property inspected and may conduct due diligence with regulatory agencies, governmental agencies, marketing firms, engineering firms and other authorities to determine the suitability of the Property for the intended use by Buyer. Buyer acknowledges that such inspections may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection. Buyer acknowledges acceptance of the Property without condition or qualification once the Contract has closed.

a. ACCESS TO PROPERTY, RE-INSPECTIONS, DAMAGES AND REPAIRS. Seller shall provide Buyer reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by Seller and/or final walk through prior to Closing. Buyer shall be responsible and pay for any damage to the Property resulting from the inspection(s). Seller agrees that any corrective measures which Seller performs pursuant to the following provisions shall be completed in a workmanlike manner with good quality materials.

b. WHAT IF BUYER DOES NOT CONDUCT INSPECTIONS? If Buyer does not conduct inspections Buyer shall have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.

c. WHAT IF BUYER DOES NOT GIVE TIMELY NOTICE OF UNACCEPTABLE CONDITIONS? If Buyer conducts inspections but fails to notify Seller of Unacceptable Conditions prior to the expiration of the Inspection and Due Diligence Period, Buyer shall have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.

d. WHAT IS NOT AN UNACCEPTABLE CONDITION? The following items shall not be considered Unacceptable Conditions and cannot be used by Buyer as a reason to cancel or renegotiate this Contract: Environmental concerns or conditions of record caused by Buyer's prior use of the property as a firing range for its police officers.

e. WHAT IS AN UNACCEPTABLE CONDITION? An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector of Buyer's choice, which condition is unacceptable to Buyer and not otherwise excluded in this Contract.

f. WHAT IF BUYER'S INSPECTIONS REVEAL UNACCEPTABLE CONDITIONS? If Buyer's inspections reveal Unacceptable Conditions Buyer may do any one of the following:

(1) **ACCEPT THE PROPERTY "AS IS".** Buyer may notify Seller that the inspections are satisfactory or do nothing. In either case, Buyer will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or

(2) **CANCEL THIS CONTRACT** by notifying Seller in writing within the Inspection and Due Diligence Period: or

(3) **OFFER TO RENEGOTIATE** with Seller by notifying Seller in writing within the Inspection and Due Diligence period, identifying the Unacceptable Conditions.

Buyer's notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent qualified inspector(s) who conducted the inspection(s).

g. RESOLUTION OF UNACCEPTABLE CONDITIONS. Buyer and Seller shall have fifteen (15) days after Seller's receipt of Buyer's Inspection Notice/Offer to Renegotiate (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions. Any of the following executed and delivered to the other party or other party's agent (if any) prior to the expiration of the Renegotiation Period shall constitute such an agreement:

- (1) An amendment signed by Buyer and Seller resolving the Unacceptable Conditions; or
- (2) A written statement signed by Buyer accepting the Property "as is" without correction of any Unacceptable Conditions; or
- (3) A written statement signed by Seller agreeing to do everything requested by Buyer in Buyer's Offer to Renegotiate.

If no agreement resolving the Unacceptable Conditions is reached as provided above, prior to the expiration of the Renegotiation Period, then after expiration of the Renegotiation Period, either party may cancel this Contract by written notice to the other.

16. ADDITIONAL TERMS AND CONDITIONS:

- a. Buyer and Seller acknowledge that Buyer is purchasing the Property in "as is" condition.
- b. Seller agrees to pay the title insurance policy referred to in paragraph 9. Buyer shall pay all remaining closing costs and shall have the option to have this Contract reviewed at their expense and, further, Buyer agrees to pay the cost of any inspection permitted under paragraph 14 prior to closing.

17. EXPIRATION: This offer shall expire on April 29, 2022, at 5:00 o'clock p.m. (5:00 p.m. if left blank) unless accepted by Seller or withdrawn by Buyer before that time.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

All parties agree that this transaction can be conducted by electronic means according to the Uniform Electronic Transaction Act as adopted in Missouri.

Seller hereby authorizes Escrow Agent to obtain payoff information from Seller's lender (if any).

[Remainder of page intentionally left blank.]

SELLER

PESEK FAMILY LAND, LLC

By: _____
Jim Pesek, Managing Member

Date: _____

BUYER

CITY OF RAYMORE, MISSOURI

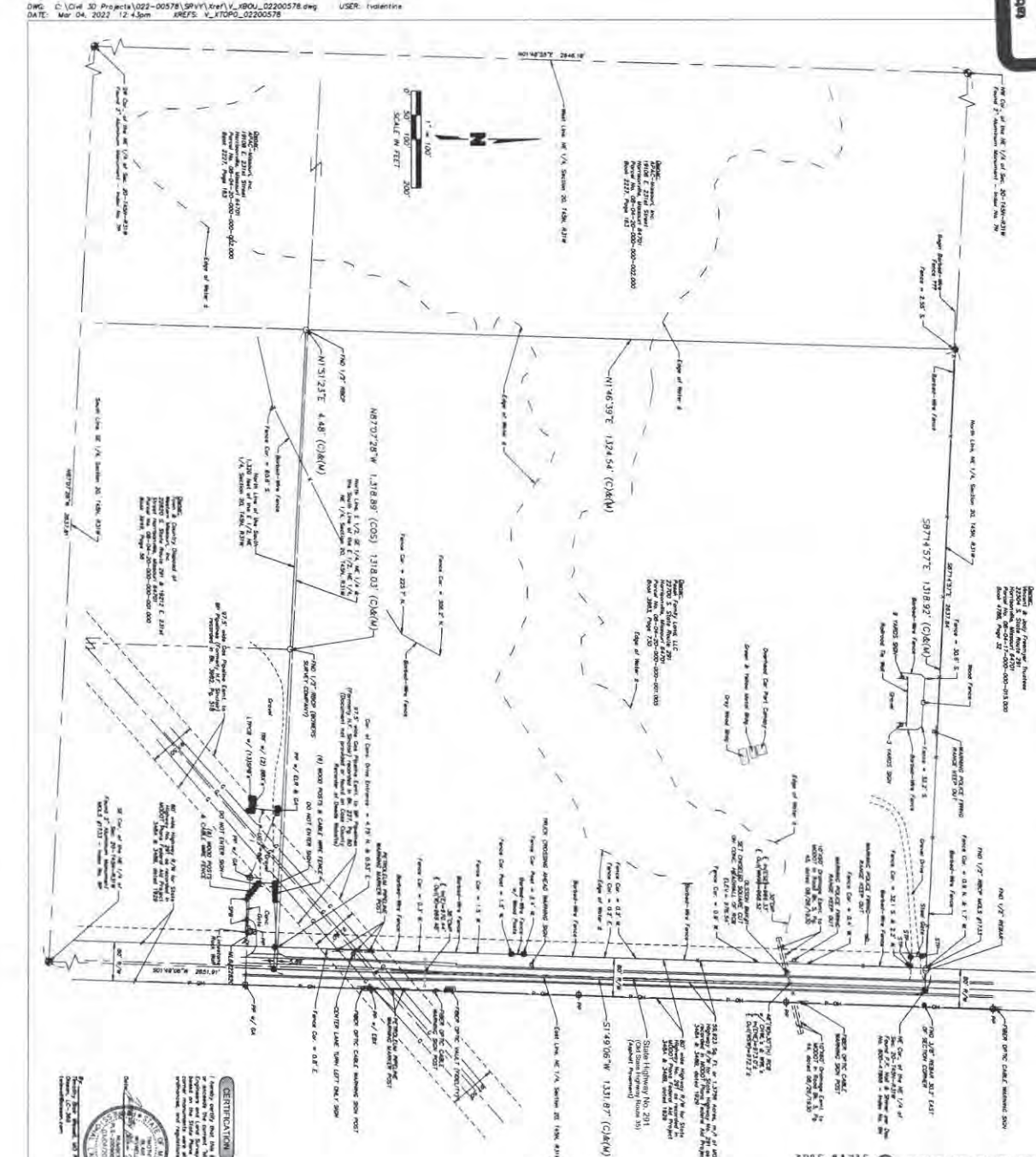
By: _____
Jim Feuerborn, City Manager

Date: _____

BOUNDARY SURVEY

CITY OF RAYMORE POLICE DEPARTMENT FIRING RANGE

A tract of land located in part of the East One-Half of the Northeast Quarter of Section 20, Township 45 North, Range 31 West, in Cass County, Missouri



PROPERTY DESCRIPTION AS RECORDED BY WARRANT DEED IN BOOK 5863 AT PAGE 288

PART OF PART CORNER, PART OF LAND DONATED BY JOHN A. H. FOSTER AS IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 1320.00 FEET OF THE EAST 1/2 ACROSS OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 31 WEST, CASS COUNTY, MISSOURI, AND PART OF THE SOUTHWEST QUARTER AND SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 31 WEST, CASS COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 45 NORTH, RANGE 31 WEST, CASS COUNTY, MISSOURI, TO BE COMMENCED THENCE NORTH 29° 15' 50" EAST 250.00 FEET TO A POINT, THENCE SOUTH 43° 50' EAST 250.00 FEET TO A POINT, THENCE SOUTH 43° 50' EAST 1320.00 FEET TO A POINT, THENCE SOUTH 87° 15' WEST 1320.00 FEET TO THE SECTION 20-NORTH-WEST-CORNER, THENCE SOUTH 87° 15' WEST TO THE CORNER OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER, AND ON SOUTH-CORNER.

UTILITIES NOTE

Utilities shown have been located from field survey information and/or records obtained. The surveyor makes no guarantee that the utilities shown are in place and in service, and no liability is accepted for damages or other claims arising from the use of the utilities shown. The surveyor is not responsible for the accuracy of the utilities shown. The surveyor is not responsible for the accuracy of the utilities shown.

LEGEND	
○	CONE
○	WALLS (STANDARD OR NOT)
○	3/4" x 1/2" REBAR W/ 3/4" CAP
○	ELECTRIC POLE
○	ELECTRIC BOX
○	ELECTRIC METER
○	TELEPHONE METER
○	TELEPHONE POLE
○	TELEPHONE BOX
○	TELEPHONE CABLE
○	TELEPHONE CABLE
○	TELEPHONE CABLE
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○	TELEPHONE CABLE



CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the City of Raymore Police Department.



NO.	DATE	REVISION DESCRIPTION

BOUNDARY SURVEY
A tract of land located in part of the East One-Half of the Northeast Quarter of Section 20, Township 45 North, Range 31 West, in Cass County, Missouri

2022

1 of 1

SELLER'S VACANT LAND OR LOT DISCLOSURE STATEMENT

Seller – Pesek Family Land, LLC
 Buyer – City of Raymore, Missouri

This document has legal consequences. If you do not understand it, consult your attorney.

Property address or legal description:

See attached Exhibit "1"

The following is a disclosure statement made by the Seller ("Seller") regarding the above-described property ("Property").

NOTICE TO SELLER: Seller is obligated to disclose to Purchaser all "adverse material facts" related to the physical condition of the Property being sold that are not readily ascertainable or known to a party and which negatively affects the value of the Property. This disclosure statement is designed to assist Seller in complying with such disclosure requirements and to assist Purchaser in evaluating the Property being considered. The listing real estate broker (if any), the selling real estate broker (if any) and their respective agents (if any) will rely upon this information when they evaluate, market and present Seller's Property to Purchaser.

NOTICE TO BUYER: This is a disclosure of Seller's knowledge of the condition of the Property as of the date signed by the Seller and is not a substitute for inspections, tests or other investigation or warranties that Buyer may wish to obtain. It is not a warranty or any kind by Seller or a warranty or representation by the listing broker (if any), the selling broker (if any), or their agents (if any) and is not a substitute for any inspection or warranty the Buyer may wish to obtain.

A. Survey, Easements, Flooding	YES	NO
(1) When did you purchase the land? _____		
(2) Has the land been surveyed? Year surveyed _____		
(3) What company or person performed the survey? Name _____ Phone _____ Address _____		
(4) If this is platted land, has a certificate of survey been completed?		

If "Yes," by whom? _____ When? _____		
(5) Has the plat been recorded in the land records?		
If "Yes," Plat Book # _____ Page # _____		
To the best of your knowledge:		
(6) Are there any encroachments or boundary line disputes?		
(7) Are there any easements other than utility or drainage easements?		
(8) Is the property in a designated 100-year flood plain or wetlands area?		
(9) Has there ever been a flood or other disaster at the property?		
(10) Have there ever been drainage problems affecting the property or adjacent properties?		
(11) Give the details if any of questions 6 through 9 are answered "Yes."		
B. USE RESTRICTIONS. To the best of your knowledge:		
(1) Do any of the following types of covenants, conditions, or restrictions affect the land:		
a. Subdivision or other recorded covenants, conditions, or restrictions?		
b. A right of first refusal to purchase?		
c. Variances, special use permits, or other zoning restrictions specific to this property?		
(2) If any of the above questions (B1) are answered "Yes," do you have written copies of these covenants, conditions or restrictions?		
If "Yes," describe:		
(3) Have you ever received notice from any person or authority as to any breach of these covenants, conditions or restrictions?		
If "Yes," describe:		
C. CONDITION OF THE PROPERTY. To the best of your knowledge:		
(1) Are there any structures, improvements, or personal property included in the sale?		
If "Yes," list all items:		
Are there any problems or defects with any of these items?		
If "Yes," describe all problems or defects:		
(2) Are there any operating or abandoned oil wells, buried storage tanks, or buried debris or waste on the property?		
If "Yes," give details:		
(3) Is there any hazardous or toxic substance in or on this property or any Adjacent property (including but not limited to mold or lead in the soils)?		
If "Yes," give details:		
(4) Have any soil tests been performed?		
If "Yes," When? _____ By _____ Whom? _____		
Results:		

(5) Does the property have any fill or uncompacted soils? If "Yes," describe location and depth:		
(6) Are there any settling or soil movement problems on this property of any adjacent property? If "Yes," give details:		
(7) Is there a large-scale infestation, rot, or disease in the trees on the property? If "Yes," give details:		
D. UTILITIES. To the best of your knowledge:		
(1) Have any percolation tests been performed? If "Yes," When? _____ By Whom?		
Results:		
(2) Are any of the following presently existing within the property?		
a. Connection to public water?		
b. Connection to public sewer?		
c. Connection to private water system off property?		
d. A water well?		
e. Septic tank?		
f. Connection to electric utility?		
g. Connection to natural gas service?		
(3) Are any of the following existing at the boundary of the property?		
a. Public water system access?		
b. Private water system access?		
c. Electric service access?		
d. Natural gas access?		
e. Telephone system access?		
(4) Have any utility access charges been paid? If "Yes," which charges have been paid?		
E. FEDERAL/STATE/LOCAL FARM PROGRAMS		
(1) CRP (Conservation Reserve Program) Was property enrolled in CRP? If "Yes," complete the following:		
_____ total acres put in CRP _____ last year of participation		
_____ per acre bid in _____ enrollment year		
_____ annual payment		
(2) WRP (Wetlands Reserve Program) Was property enrolled in WRP? If "Yes," complete the following:		
_____ total acres put in WRP _____ last year of participation		
_____ per acre bid in _____ enrollment year		

_____ annual payment		
(3) DCP (Direct and Counter-cyclical Payment Program).		
Was property enrolled in DCP?		
If "Yes," what is the annual payment \$ _____		
(4) CSP (Cost Share Program) (usually a 10-year program).		
Is the property currently participating in any CSP?		
If "Yes," check applicable boxes:		
_____ Soil/Water _____ Terracing _____ Seeding		
(Cost Share Program must be maintained or the original owner can be Fined.)		
(5) Other Programs (please identify any other federal, state or local farm loan, price support or subsidy programs in which the property currently participates):		

F. OTHER MATTERS		
(1) Are you aware that the property is or was used as a site for methamphetamine production or the place of residence of a person convicted of a crime involving any controlled substance related thereto?		
If "Yes," MAR Form DSC-5000 must be filled out in conjunction with this form.		
(2) Is there anything else that may materially and adversely affect the value or desirability of property, e.g., pending claims or litigation, notice from any law or regulation, proposed zoning changes, street changes, threat of condemnation, or neighborhood noise or nuisance?		
If "Yes," give details:		

G. SELLER'S STATEMENT

The undersigned Seller represents that the information set forth in the foregoing disclosure statement is accurate and complete to the best of Seller's knowledge. Seller does not intend this disclosure statement to be a warranty or guarantee of any kind. Seller hereby authorizes the Seller's brokers and/or agents (if any) to provide this information to the prospective Buyer of the Property and to real estate brokers and sales' people representing such Buyer. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to closing or settlement which constitutes an adverse material fact or would make any existing information set forth herein false or materially misleading.

H. ADDITIONAL COMMENTS

PESEK FAMILY LAND, LLC

Date: _____

By: _____

Printed Name: _____

Title: _____

SELLER

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree that the information in this form is limited to information of which Sellers have actual knowledge and that Sellers need only make an honest effort at fully revealing the information requested.
2. This Property is being sold without warranties or guaranties of any kind by Sellers concerning the condition or value of the Property except which may be specifically referenced and included in the Purchase and Sale Agreement.
3. I understand that I have the right to make an independent investigation of my own. I have been specifically advised to have the property examined by professional inspectors.
4. I acknowledge that neither Sellers nor any broker is an expert at detecting or repairing physical defects in the Property.
5. I specifically represent that there are no important representations concerning the condition or value of the Property made by Sellers or any broker on which I am relying except as may be fully set forth in writing and signed by either of them.

CITY OF RAYMORE, MISSOURI

Date: _____

By: _____

Printed Name: _____

Title: _____

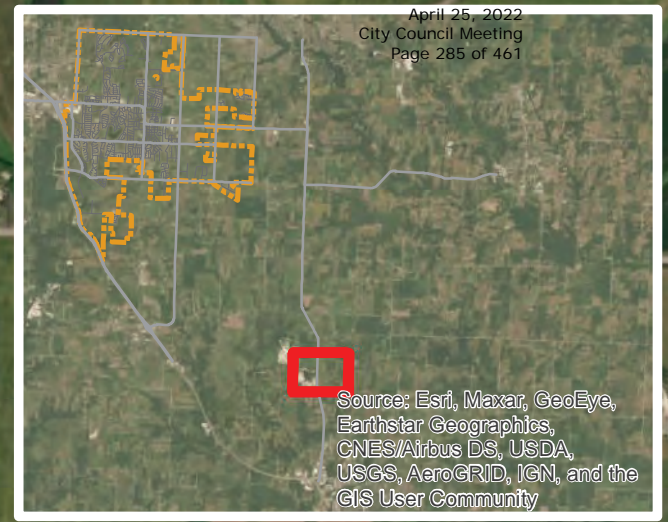
BUYER

EXHIBIT "1"
SELLER'S VACANT LAND OR LOT DISCLOSURE STATEMENT

Legal Description

PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 3805 AT PAGE 638 IN THE OFFICE OF THE RECORDER OF DEEDS, CASS COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 1320.00 FEET OF THE EAST 660.00 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, ALL IN SECTION 20 TOWNSHIP 45 NORTH, RANGE 31 WEST, CASS COUNTY, MISSOURI, AND FURTHER EXCEPT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 45, RANGE 31, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, AFORESAID, RUN THENCE SOUTH 89°09'21" EAST ALONG THE SOUTH LINE THEREOF, 1318.95 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 00°12'57" WEST ALONG THE WEST LINE THEREOF, 1320.00 FEET; THENCE SOUTH 89°09'21" EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 658.96 FEET; THENCE SOUTH 00°12'49" EAST, 1320.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTH 89°09'21" WEST ALONG SAID SOUTH LINE, 658.90 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO ANY EXISTING EASEMENTS, AND OR RIGHT-OF-WAYS.



E 225th Street

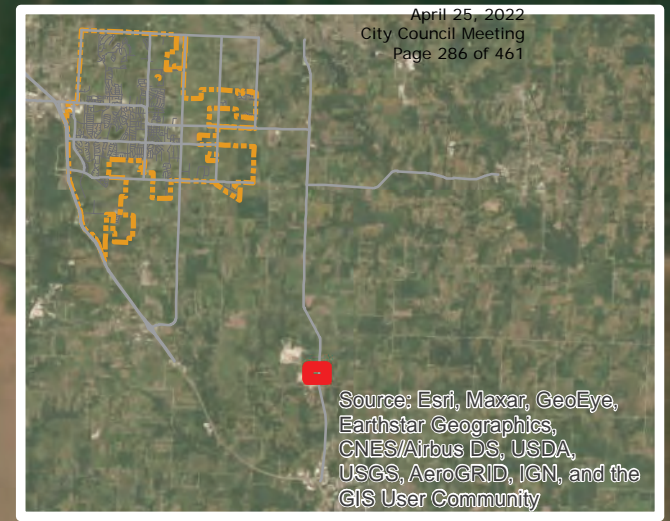
M-291 Highway

Subject Property
40 acres

E 231st Street

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Subject
Property
40 acres

M-291 Highway

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 25, 2022

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 3711: Watermark at Raymore Chapter 100 Bond Issuance

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

Deed of Trust, Trust Indenture, Development and Performance Agreement, Bond Purchase Agreement, Lease Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Watermark Residential (dba TTRES MO Raymore Dean Ave, LLC) is requesting the issuance of taxable revenue bonds by the City of Raymore not to exceed \$48,134,000 to assist in the financing of the construction of the Watermark at Raymore Apartment Community. The company will purchase the bonds and make the required PILOT payments over a 23-year period.

In 2021, the Raymore City Council approved Bill 3647, which provided real property tax abatement through the use of Chapter 100 Bonds for the proposed 300-unit, Class-A Apartment Community as a means of attracting and providing diverse, high-quality housing option to meet the growing demand within the community.

The final step in the process is the approval of the documents formally authorizing the issuance of the bonds from the City, and the purchase of the bonds by the company. Additionally, the Performance Agreement outlines the expectations of both the City and the Developer during the duration of the project.

BILL 3711

ORDINANCE

"AN ORDINANCE AUTHORIZING THE TAXABLE INDUSTRIAL REVENUE BONDS (WATERMARK PROJECT), SERIES 2022 RELATED TO A COMMERCIAL DEVELOPMENT PROJECT IN THE CITY AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS."

WHEREAS, the City of Raymore, Missouri (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 Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City issue its Taxable Industrial Revenue Bonds (Watermark Project), Series 2021, in an aggregate principal amount not to exceed \$48,134,000 (the "Bonds"), for the purpose of (a) acquiring certain land in the City (the "Project Site"), (b) leasing the Project Site and Project Improvements (as hereinafter defined) to TTRES MO Raymore Dean Ave, LLC, a Delaware limited liability company (the "Tenant") for the design and construction of a multi-building "Class A" multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets, including land, buildings, structures, improvements and fixtures relating thereto (collectively, the "Project Improvements," with the Project Site and the Project Improvements being the "Project"), and (c) paying a portion of the costs of issuing the Bonds; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with 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, AS FOLLOWS:

SECTION 1: Authorization and Sale of the Bonds and Approval of Documents. The City is hereby authorized to issue the Bonds for the purpose of providing funds to pay the costs of the Project. 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;

B. Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Tenant, under which the City will lease the Project to the Tenant;

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

D. Deed of Trust dated as of the date set forth therein (the "Deed of Trust") between the City and the Trustee; and

E. Performance Agreement dated as of the date set forth therein (the "Performance Agreement") between the City and the Tenant, pursuant to which certain rights and responsibilities of the parties are agreed upon.

SECTION 2: Execution of Documents. The Mayor or City Manager of the City is hereby authorized and directed to execute 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, 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 3: 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 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 and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

SECTION 4: 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 APRIL, 2022

BE IT REMEMBERED THE ABOVE ORDINANCE WAS READ A SECOND TIME AND APPROVED AND ADOPTED THIS 9TH DAY OF MAY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVED:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

(SEAL)

Date of Signature

Approved as to form:

City Attorney

PERFORMANCE AGREEMENT

Dated as of May 10, 2022

BETWEEN

CITY OF RAYMORE, MISSOURI

AND

TTRES MO RAYMORE DEAN AVE, LLC

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of May 10, 2022 (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 **TTRES MO RAYMORE DEAN AVE, LLC**, a Delaware 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, improve and equip certain projects 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, 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 regarding the financing of costs of a project (the “**Project**”) for the Company on approximately 21 acres that is located along the east side of Dean Avenue, immediately south of Sam’s Club (located at 141 N. Dean Avenue), in the City (the “**Project Site**”), including the design and construction of a project anticipated to be known as Watermark at Raymore, a multi-building “Class A” multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets, on the Project Site, out of the proceeds of the 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 September 13, 2021, the City has approved a plan for the Company’s commercial project that contemplates (a) a Trust Indenture (the “**Indenture**”) between the City and Security Bank of Kansas City, a state banking corporation organized and existing under the laws of the State of Kansas, located in Kansas City, Kansas, as trustee (the “**Trustee**”), for the purpose of issuing and securing the City’s Taxable Revenue Bonds (Watermark Project), Series 2022 in the maximum principal amount of \$48,134,000 (the “**Bonds**”), (b) a Lease Agreement (the “**Lease**”) with the Company, as lessee, under which the Company, as agent for the City, will purchase, construct, improve and equip the Project and the City 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 sales 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 purchase, construct, improve and equip 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 May 10, 2022, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Commercial Facility” means the operation of the Project Improvements on the Project Site.

“Company” means TTRES MO Raymore Dean Ave, LLC, a Delaware 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**.

“Estimated Assessed Valuation” means the assessed valuation that would have been attributable to the Project for such calendar year if the City did not hold title to such property, that for purposes of this Agreement is deemed to be \$6,858,974 for the tax year following substantial completion of the Project Improvements, as increased by two percent (2%) every two (2) years thereafter in odd number years.

“Indenture” means the Trust Indenture between the City and the Trustee relating to the issuance of the Bonds, as amended or supplemented from time to time.

“PILOT Payments” or **“PILOTS”** 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” means the multi-building “Class A” multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets to be constructed by the Company, as described in **Exhibit C**.

“Project Site” means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Taxes Otherwise Due” means, for any given calendar year, the ad valorem property taxes that would otherwise have been due in such year on the Project if the Project were not exempt by virtue of the Exemption, as calculated by dividing the Estimated Assessed Valuation by 100, and then multiplying the quotient by the ad valorem tax rates imposed for such calendar year by all local governments and taxing districts in which the Project is located.

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**"), subject to the payment of PILOTs as provided in this **Article III**. The first year of the Exemption period for purposes of this Agreement and related to the construction of the Project is expected to be 2025 and the last year of such Exemption period is expected to 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**") as described in this **Article III**. The City and the Company hereby agree that the Exemption shall only apply to construction materials and equipment incorporated into the Project and 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.

Section 3.2. Payments In Lieu of Taxes for Project. So long as the Exemption remains in effect, the Company covenants and agrees to make fixed PILOT Payments to the City on or before each December 1, commencing December 1, 2022, in the amounts listed in this Section. The PILOTs will be fixed as set forth below irrespective of (i) any annual appraisal or assessment which may be rendered by the County Assessor's Office with respect to the Project or (ii) the actual amount of investments in the Project. The PILOTs below are based on the assumption of when units will be completed (assuming 55% in 2023 and 100% completed in 2024) and available for rent and will be adjusted to coincide with the actual beginning of construction for the Project to provide 23 years of abatement and PILOTs commencing in the year following completion of the Project that is available for rent:

(a) During construction, but before the completion of the Project, the Company shall make a PILOT Payment equal to 100% of the taxes due on the Project Site in 2021. It is expected that the Project will be under construction and pay PILOTs equal to the taxes due on the Project Site in 2021 during the years 2022 and 2023.

(b) Beginning the year subsequent to the year during which any units within the Project become available for rent, but before construction is complete, PILOTs shall be paid equal to 55% of the PILOTs that would be due on the Project if the Project were complete. It is expected the Project will be partially complete in 2023 and the Company will pay PILOTs as described above for the year 2024.

(c) Beginning in the year subsequent to the year during which construction is completed, PILOTs will be due based on the expected total assessed valuation of the Project. It is expected the Project will be complete in 2024 and the Company will pay PILOTs as described above beginning in the year 2025.

(d) The fixed PILOTs are expected to be as follows:

<u>Year</u>	<u>PILOT</u>
2022	\$68
2023	68
2024	314,240
2025	171,404
2026	171,404
2027	174,832
2028	174,832
2029	178,328
2030	178,328
2031	181,895
2032	181,895
2033	185,533
2034	185,533
2035	189,244
2036	189,244
2037	193,028
2038	321,714
2039	328,148
2040	328,148
2041	334,711
2042	334,711
2043	477,968
2044	477,968
2045	487,527
2046	487,527
2047	497,278

Section 3.3. Additional PILOT Payments. In addition to the PILOT Payments required by **Section 3.2**, the Company covenants and agrees to make additional PILOT Payments to the City on or before December 1 in the applicable year, upon occurrence of the events and in the amounts stated as follows:

(a) *Failure to Operate as Commercial Facility.* If the Company fails to operate the Project as a Commercial Facility for a period longer than 90 days, other than temporary closures customary in the applicable industry or as a result of any casualty or condemnation, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOTs set forth in **Section 3.2** shall be increased to 100% of the Taxes Otherwise Due during each year of such failure, including the year in which the failure occurs, provided that the Exemption is still in effect.

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 or inaction 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 \$3,000 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 such 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 or 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 apply 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.

Section 3.11. Reporting. On or before July 1 of each calendar year, the Company will, to the extent such information is reasonably available and legally permissible to be publicly disclosed, use commercially reasonable efforts to deliver to the City a report identifying how many children between the ages of 5 and 18 reside at the Project as of the prior May 31. The Company shall not be obligated to disclose any specific or personal identifying information for the residents of the project, nor shall the Company have any obligation to confirm which children (if any) do attend or will attend public schools. Notwithstanding anything contained in this Agreement to the contrary, the Company's inability or failure to provide such report shall not constitute a default under or breach of this Agreement.

Section 3.12. PILOT Reserve Account / Deed of Trust.

(a) On or prior to the issuance date of the Bonds (and as a condition precedent to the issuance of the Bonds), the Company shall deposit the amount of \$193,028 (the "PILOT Reserve Requirement," which shall be increased to \$334,711 on December 1, 2037, and to \$497,278 on December 1, 2042) 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.

(e) In lieu of the PILOT Reserve Requirement, prior to the issuance date of the Bonds (and as a condition precedent to the issuance 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. The City agrees to subordinate such deed of trust to the mortgage of any lender related to the Project, provided that such mortgage of any lender shall provide for the payment of the PILOT Payment due under this Agreement from enforcement proceeds under such mortgage of a lender related to the Project in the same manner and priority as such proceeds would commonly be applied to the

payment of real property taxes (after costs of enforcement/collection but before application to principal of or interest on the loan(s) secured by the mortgage).

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 records may be kept at the Company's primary address) to determine compliance with this Agreement.

Section 4.2. Compliance with Laws. The Company agrees to assure that 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, Improvement and Maintenance of the Project.

(a) The Project will be constructed, operated, maintained and improved consistent with the description of the Project herein, including specifically **Exhibit C**, and in the Lease. In the event the Project constructed, operated, maintained and improved is materially substandard to the description of the Project contained herein and in the Lease, and the Company fails to bring the Project into compliance herewith within thirty (30) days of written notice from the City, or such additional time as may be reasonably necessary, the City may declare an Event of Default in accordance with **Section 6.1** hereof.

(b) Throughout the entire term of this Agreement, the Project will be operated and maintained as a multi-building "Class A" multi-family housing development with at least 300 units with luxury finishes and the amenities described under the heading "Community Amenities" in **Exhibit C**.

(c) The exterior facades of all buildings and structures shall be maintained in a clean, orderly and attractive manner, free of cracks, dents, punctures and breaks, and other forms of visible marring. Materials that become excessively faded, cracked, or otherwise deteriorated shall be remediated in a timely and routine manner.

(d) Throughout the entire term of this Agreement during which the City maintains ownership of the Project, the Company shall, on an annual basis, provide a certificate to the City confirming the Project and the Community Amenities are being maintained in compliance with this Agreement.

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 Delaware and authorized to conduct business in and in good standing under the laws of 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 Company's actual 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 Company's actual 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 City's actual 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 and representations of the Company and the City contained in Section 4.4 shall survive termination of this Agreement for six (6) months.

Section 4.6. Indemnification. The Company shall indemnify and defend the City and the Trustee and hold the City and the Trustee 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 by, through or under the Company 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 (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 Agreement, the 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) 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, (g) the failure to comply with the requirements of Section 107.170 R.S.Mo. and (h)

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 Agreement, including claims relating to personal injury or damage to property; provided, however, the indemnification 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, contractors or agents of the City or the result of negligence or willful misconduct by the City, or (ii) the performance or failure to perform by the City of its obligations under the Lease, this Agreement or any related documents. Upon notice from the City, the Company shall defend the City in any such action or proceeding subject to the Company's defense obligation set forth above. The obligations of the Company pursuant to this section shall survive termination of this Agreement for any reason.

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 and equipment to be purchased for incorporation into 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 and equipment 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 and equipment incorporated into the Project. 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. 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.

Section 4.8. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith, including the fees and expenses of the City's bond counsel, Gilmore & Bell, P.C. ("Bond Counsel"), to be paid in accordance with the agreement attached hereto as **Exhibit B**. The City shall have the right to select the designated Bond Counsel, Trustee and such additional consultants as the City deems necessary for the issuance of the Bonds.

Section 4.9. Bonds. For the Project and any other public facilities which will be dedicated to the City in connection with the Project, the Company will, or will ensure that its contractors shall, provide for the following bonds:

(a) Payment Bond. Prior to commencement of construction of the Project and the issuance of the Bonds, including any construction on public property including but not limited to the State of Missouri or the City, and ending upon completion of the Project and the acceptance of the public facilities which will be dedicated to the City in connection with the Project, the Company shall, or shall ensure that its contractors shall, maintain a payment bond in a form approved by the City, in an amount equal to the cost of the Project and any other public facilities which will be dedicated to the City in connection with the Project covered by such bond, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract all consistent with the requirements of Section 107.170, RSMo. The payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

(b) Indemnity for Failure to Provide Bonds. The Company shall, or shall ensure that the Company's contractor 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 bond set forth in this Section.

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, which shall not be unreasonably withheld, conditioned or delayed; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company otherwise remains responsible for its undertakings herein.

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, following any applicable notice and cure period, 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 3.12 or Section 4.3(a)**;
- (c) any representation of the Company contained herein proves to be materially false or erroneous, and any failure of the Company to comply with the terms of this Agreement 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 or noncompliance 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 for a period in excess of 90 days, other than temporary closures customary in the applicable industry or as a result of any casualty or condemnation.

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 (30) 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 Otherwise Due for the year in which the termination occurred, prorated from the 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, expressly including specific performance and injunctive relief.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution by all parties hereto, 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, or such later date permitted based the commencement of construction and completion of the Project as provided herein (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, 2022, and also upon execution of this Agreement if at such time the Company has any employees.

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.

Section 8.10. 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.

[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: Jim Feuerborn
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Erica Hill
Title: City Clerk

TTRES MO RAYMORE DEAN AVE, LLC
A Delaware limited liability company

By: _____

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:

TRACT 1:

LOT 8, AND TRACT A, RAYMORE GALLERIA - SECOND PLAT, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI.

TRACT 2:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 17 AND THE NORTHEAST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF TRACT B, RAYMORE GALLERIA - FIRST PLAT, A SUBDIVISION OF LAND IN SAID CASS COUNTY; THENCE SOUTH 03°03'58" WEST, ALONG THE WESTERLY LINE OF FOXHAVEN - LOTS 87-110 & 192 AND THE WESTERLY LINE OF FOXHAVEN - EIGHTH PLAT, BOTH BEING SUBDIVISIONS OF LAND IN SAID CASS COUNTY, 685.50 FEET; THENCE NORTH 86°58'22" WEST, 934.84 FEET TO THE SOUTHEAST CORNER OF RAYMORE GALLERIA - SECOND PLAT, A SUBDIVISION OF LAND IN SAID CASS COUNTY; THENCE NORTH 02°30'38" EAST, ALONG THE EAST LINE OF SAID RAYMORE GALLERIA - SECOND PLAT, 421.27 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°29'22" WEST, ALONG THE NORTH LINE OF SAID RAYMORE GALLERIA - SECOND PLAT, 449.70 FEET TO A POINT ON THE EAST RIGHT-OF WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE NORTH 03°34'06" EAST, ALONG SAID RIGHT-OF-WAY LINE, 253.81 FEET TO THE SOUTHWEST CORNER OF REPLAT OF LOT 6, RAYMORE GALLERIA - FIRST PLAT, ASUBDIVISION OF LAND IN SAID CASS COUNTY; THENCE SOUTH 87°29'23" EAST, ALONG THE SOUTHERLY LINE OF SAID REPLAT OF LOT 6, RAYMORE GALLERIA - FIRST PLAT, 426.95 FEET; THENCE SOUTH 42°29'23" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 35.55 FEET; THENCE SOUTH 87°29'23" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 76.53 FEET; THENCE NORTH 47°30'37" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 35.55 FEET; THENCE SOUTH 87°29'23" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 554.70 FEET; THENCE NORTH 02°30'35" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 2.00 FEET TO THE SOUTHWEST CORNER OF TRACT B, SAID RAYMORE GALLERIA - FIRST PLAT; THENCE SOUTH 87°29'23" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT B, 278.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Company Engagement Letter

[Date]

TTRES MO Raymore Dean Ave, LLC
a Delaware limited liability company

Re: City of Raymore, Missouri Taxable Development Revenue Bonds (Watermark at Raymore) Series 2022

Dear _____:

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*”), the proceeds of which will be used to acquire and construct a commercial project to be owned by the City of Raymore, Missouri (the “*Issuer*”) and leased to TTRES MO Raymore Dean Ave, LLC, a Delaware limited liability company, its permitted successors and assigns (“*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 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) Draft the necessary public notice and proceedings for the required public hearing with respect to the Bonds.
- (5) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
- (6) 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.
- (7) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.

- (10) 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 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 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 \$48,134,000, our fee as Chapter 100 Bond Counsel, including the Chapter 100 process, will be: (i) \$10,000 due within ten (10) days of approval by the City of the Chapter 100 Plan, (ii) \$15,000 due within ten (10) days of approval by the City of the Performance Agreement, and (iii) \$35,000 due upon the issuance of the Bonds. The full amount of the foregoing fees for the Bonds will be payable at the time of 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.

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:

TTRES MO RAYMORE DEAN AVE, LLC

By: _____

Name: _____

Its: _____

Date: _____, 2022

EXHIBIT C

Project Improvements

“*Project Improvements*” shall mean a multi-building “Class A” multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets described below to be constructed by the Company, and the following requirements:

Premier Exterior Finishes -

- Predominance of James Hardie Siding and stone, brick, or other masonry exterior finishings consistent with the elevations and renderings previously approved by the City Planning and Zoning Commission, attached to this exhibit.
 - All paint and exterior color schemes upon construction or renovation of the Project will be subject to prior approval by the City
- Chimneys or other vertical exterior elements to add visual appeal to individual buildings
- Custom landscaped courtyards, greenspaces and professionally installed uplights and path lights
- Fully enclosed and conditioned corridors and stairwells
- Walkout porches for each unit on the 1st floor and each of the 2nd and 3rd floor units will have balconies with metal, wrought iron or similar fencing materials.
- See attached elevations.

Site Improvements

- A 14-space parking lot and trailhead creating a pedestrian connection to the Dean Avenue trail and Timber Trails Linear Park
- 8’ wide concrete trail connection along the east side of Dean Avenue from the parking lot/trailhead to the Timber Trails Linear Park to connect to the existing sidewalk that will remain 5’ wide
- Professionally landscaped and regularly maintained storm water detention facilities consistent with the remainder of the property to include but not limited to underground storage facilities, detention ponds with professional water features (to be constructed if, from an engineering perspective, it is practical to hold water and is economically feasible), and/or dry detention basins with landscaping consistent with a Class “A” multi-family housing development

Interior Finishes -

- Premium stainless steel kitchen appliances
- Full size in-unit washers & dryers
- Quartz or granite countertops
- Wood inspired flooring
- Closets with custom wood shelving
- Nine-foot ceilings with designer light fixtures
- Modern plumbing fixtures

Community Amenities -

- Resort-style amenities including professionally decorated clubhouses with TVs, kitchenette, conference rooms, technology centers, coffee and espresso bars, and covered porches
- 24-hour fitness centers with state-of-the-art cardiovascular, free weight, circuit and core training, Fitness On Demand virtual training kiosks

- Swimming pool of approximately 2,000 square feet in size with cabanas, poolside chairs, tables, daybeds, and entertainment areas with gas grills, fire pits and other luxury accommodations
- Pet-friendly spaces with Bark Park and Doggie Spa
- Valet trash and recycling service

Preferred Tenant Program(s) - One time \$300 credit for application and administration fees available to the following prospective tenants:

- Community members and employers involved in the Raymore Chamber of Commerce
- First responders (Police, Fire, EMS, Public Works/Safety)
- Public school teachers within the Raymore-Peculiar R-II School District



VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING FRONT ELEVATION



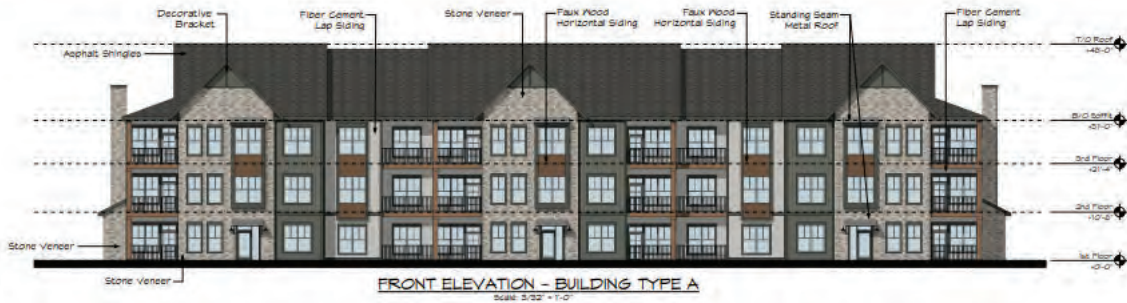
VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING BACK ELEVATION



VIEW LOOKING AT CLUBHOUSE FRONT ELEVATION



VIEW LOOKING AT FITNESS BUILDING FRONT ELEVATION



DEED OF TRUST

May 10, 2022

Grantor:	CITY OF RAYMORE, MISSOURI 100 Municipal Court Raymore, Missouri 64083
Grantee:	SECURITY BANK OF KANSAS CITY, as Trustee 701 Minnesota Ave., Suite 2016 Kansas City, Kansas 66101
Legal Description:	See the attached Exhibit A

THE DEED OF TRUST, DATED AS OF MAY 10, 2022, AS SUPPLEMENTED AND AMENDED, SECURES, AMONG OTHER THINGS, FUTURE ADVANCES AND FUTURE OBLIGATIONS AND IS A SECURITY INSTRUMENT GOVERNED BY SECTION 443.055 OF THE REVISED STATUTES OF MISSOURI. THE FACE AMOUNT OF THIS SECURITY INSTRUMENT IS **\$48,134,000.00**.

THE DEED OF TRUST, DATED AS OF MAY 10, 2022, AS SUPPLEMENTED AND AMENDED, IS A FINANCING STATEMENT FILED AS A FIXTURE FILING UNDER THE UNIFORM COMMERCIAL CODE OF MISSOURI.

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of May 10, 2022, by and among the **CITY OF RAYMORE, MISSOURI**, a charter city organized under the laws of the State of Missouri, having its principal office located at 100 Municipal Court, Raymore, Missouri 64083 (the “City”), **PETE GARDNER**, an individual citizen of the State of Missouri, who resides in the State of Missouri, and whose mailing address is 701 Minnesota Avenue, Suite 206, Kansas City, Kansas 66101, as Grantee (together with his successors in trust collectively referred to as the “Mortgage Trustee”), for the benefit of **SECURITY BANK OF KANSAS CITY**, a state chartered bank duly organized and existing under the laws of the State of Kansas, having an office located at 701 Minnesota Avenue, Suite 206, Kansas City, Kansas 66101, and its successors and assigns, as trustee under a Trust Indenture dated as of May 10, 2022 (the “Trustee”).

WITNESSETH:

WHEREAS, 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, improve and equip certain “projects” (as defined in the Act) either within or without the limits of the City 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 businesses for manufacturing, commercial, research and development, warehousing, distribution and industrial development purposes upon such terms and conditions as the City shall deem advisable;

WHEREAS, pursuant to the Act, the City Council passed an ordinance (the “Ordinance”) on _____, 2022 authorizing the City to issue its Taxable Revenue Bonds (Watermark Project), Series 2022, in the maximum principal amount of \$48,134,000 (the “Bonds”), for the purpose of improving certain real property, including the design and construction of a project anticipated to be known as Watermark at Raymore, a multi-building “Class A” multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets, more fully described on **Exhibit A** attached hereto (the “Project Site”), including the construction and improvement of a commercial facility on the Project Site (the “Project Improvements,” as more fully described in the Performance Agreement [defined below], with the Project Site and the Project Improvements collectively being the “Project”);

WHEREAS, the Ordinance authorizes the City to lease the Project to TTRES MO Raymore Dean Ave, LLC, a Delaware limited liability company (the “Company”); and

WHEREAS, the City is authorized to execute and deliver a Trust Indenture, as amended from time to time (the “Indenture”) for the purpose of issuing and securing the Bonds, and to enter into a Lease Agreement, as amended from time to time (the “Lease”), with the Company under which the City as Lessor, will purchase, construct, extend and improve the Project and will lease the Project to the Company, as Lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds;

NOW, THEREFORE, in consideration of the purchase of the Bonds by the Company, the trust hereinafter created and the sum of ONE DOLLAR (\$1.00) to it paid by the Mortgage Trustee, and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and as security for the prompt payment when due of the principal and interest on the Bonds, whether at the stated maturity thereof, or upon maturity by acceleration, and all other amounts payable by the City or the Company under the Indenture, the Bonds, the Lease, the Performance Agreement dated as of May 10,

2022 (the “Performance Agreement”) between the City and the Company, and this Deed of Trust, according to their respective terms and conditions, and for the performance by the City of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, the City does hereby **GRANT, BARGAIN AND SELL, CONVEY, ASSIGN AND CONFIRM** unto the Mortgage Trustee, and unto his successors and assigns forever, in trust, and assigns and grants to the Trustee for the benefit of the legal owner from time to time of the Bonds a security interest in, all of the hereinafter described properties whether now owned or hereafter acquired situated on the Project Site (the “Property”):

1. The City’s right, title, and interest in and to the Project Site.
2. All right, title and interest of the City in and to all buildings, improvements and fixtures, and all other property constituting real property or real estate under the laws of the State of Missouri now located, or hereafter erected, upon the Project Site, including without limitation the Project, and all right, title and interest of the City, in and to any and all strips and gores of land, in and to all land upon which any such buildings or improvements may now or hereafter encroach, and in, to and under the land within the streets, roads and alleys adjoining all such real property, and in and to all and singular the tenements, hereditaments, appurtenances, privileges, easements, franchises, rights, appendages and immunities whatsoever belonging to or in any wise appertaining to all such real property.
3. All right, title and interest of the City (now owned or hereafter acquired) in and to the equipment, and other articles of property (real, personal or mixed) at any time now or hereafter installed in, attached to or situated in or upon the Project Site or other real estate described above or the buildings and improvements to be erected thereon, or the buildings and improvements, plant, business or dwelling situated thereon, whether or not the said property is or shall be affixed thereto, including, without limiting the generality of the foregoing, all during the course of, or in connection with, any construction of any buildings and improvements related to the Project.
4. All right, title and interest of the City in and to all leases or subleases of the Property, or any part or portion thereof, now or hereafter entered into or presently in existence and all right, title and interest of the City thereunder, including, without limitation, the Lease (with the exception of the Unassigned Rights, as such term is defined under the Indenture), as the same may be amended from time to time, and including cash and securities deposited under said leases or subleases.
5. With the exception of the Unassigned Rights, as such term is defined under the Indenture, the City’s right, title, and interest in and to all rents from, all issues, uses, profits, proceeds (including insurance proceeds) and condemnation awards, and products of, all replacements and substitutions for, and other rights and interests now or thereafter belonging to, any of the foregoing.
6. All right, title and interest of the City under any and all construction and architectural or design contracts, and all right, title and interest of the City to surveys, plans and specifications and information, and any and all other items to be used in connection with the construction of the Project.
7. Any and all proceeds of any and all of the foregoing Property.

TO HAVE AND TO HOLD THE SAME, with all appurtenances thereto, unto the Mortgage Trustee, and unto his successor or successors and assigns forever in trust, however, for the purpose of securing the City’s payments and performance under the Indenture and the Bonds.

AND TO FURTHER SECURE the City’s payments and performance under the Indenture and the Bonds, the City has covenanted and agreed and does hereby covenant and agree, herein and in the Indenture and the Bonds, as follows:

1. The security hereof shall not affect or be affected by any other security taken for the indebtedness represented by the Indenture and the Bonds or any part thereof. The taking of additional security, or the extension or renewal of the indebtedness represented by the Indenture and the Bonds or any part thereof shall not release or impair the security hereof or improve the right of any junior lienholder; and this Deed of Trust as well as any instrument given to secure any renewal or extension hereof, shall be and remain a lien on all parts of the Project (subject only to Permitted Encumbrances as defined under the Lease and shall expressly be subordinate to any Mortgage permitted by the Lease) until the indebtedness represented by the Indenture and the Bonds is paid.

Notwithstanding the foregoing, the City, the Mortgage Trustee and the Trustee agree that this Deed of Trust and the security interests contained herein, shall, without further action, automatically be subordinate to, in all respects, any and all security interests granted by Company against the Property (including but not limited to deeds of trust or mortgages (the "Mortgage")) and, further, that the City, the Mortgage Trustee and the Trustee shall execute any and all documentation required to confirm the subordination of this Deed of Trust in connection therewith. Notwithstanding the foregoing subordination of this Deed of Trust, any Mortgage granted by Company shall contain a provision requiring that, in the event of a foreclosure under such Mortgage, the proceeds resulting from such foreclosure shall be applied as follows:

(i) First, to the City the amount of all PILOTS relating to the Property due and owing under the Performance Agreement for the year during which the foreclosure occurs and prior years that remain unpaid;

(ii) Second, to the reasonable cost and expenses of executing such trust, including compensation to the Trustee and to any attorneys employed by the Trustee for their services and the cost of procuring evidence of title;

(iii) Third, to reimburse Mortgage Trustee or the Trustee for all monies paid for insurance, taxes, lien claims and other charges, together with interest thereon, as may be provided in this Deed of Trust;

(iv) Fourth, to the City in the amount of all reasonable fees and costs (including reasonable attorneys' fees) of the City actually incurred in connection with the foreclosure sale, not to exceed \$10,000 in the aggregate; and

(v) Fifth, the remainder, if any, to the holders of any lien granted pursuant to the Mortgage.

Written notice shall be provided to the City, the Mortgage Trustee and the Trustee of any intended foreclosure sale under the Mortgage concurrently with the notice given to the Company. Such notice shall be provided to the City and the Trustee at the addresses provided in the Indenture and the Lease, and to the Mortgage Trustee at 701 Minnesota Avenue, Suite 206, Kansas City, Kansas 66101.

2. In the event of any failure or default in the performance of any of the covenants or agreements of the City contained in this Deed of Trust or in the event of the occurrence of an "Event of Default" under the Indenture, the Bonds or the Lease, the Trustee, its successors or assigns, may, without notice, subject to the rights of the City, the Company and any Lender (as defined in the Lease) to cure such default, if any, declare the whole of the unpaid debt due thereunder, or any part thereof, to be immediately due and payable. Notwithstanding any provision herein to the contrary, this Deed of Trust is nonrecourse against the City except to the extent of the Property.

3. This Deed of Trust secures future advances and future obligations within the meaning of §443.055, RSMo., and this Deed of Trust shall be governed by said §443.055. The “Face Amount”, as defined in §443.055, is \$48,134,000. The total amount of obligations that may be secured by this Deed of Trust may decrease or increase from time to time, but the total principal amount of the obligations secured at any given time may not exceed the Face Amount as stated above, except as to advances made pursuant to subsection 3 of §443.055 (dealing with future advances and/or future obligations made or incurred for the reasonable protection of the beneficiary’s lien and security interest under this Deed of Trust). The priority of any lien hereunder securing such future advances and future obligations shall date from the time this Deed of Trust is recorded in the applicable real property records, all in accordance with §443.055. The City, for itself and its successors and assigns as owner of the real property encumbered by this Deed of Trust (not including the Mortgage Trustee), to the maximum extent permissible under Missouri law, hereby waives any rights that it may otherwise have under Section §443.055, and hereby agrees not to terminate or give notice to terminate the operation of this security instrument as security for future advances or future obligations made or incurred after the date of such termination or notice. Any such termination or notice of termination shall, at the election of the Mortgage Trustee and subject to the notice and cure provisions provided for in the Indenture, constitute an Event of Default under the Indenture. In no event, however, shall any such termination affect the continued security or priority of this security instrument as security for the obligations outstanding on the date of such notice or termination.

PROVIDED, HOWEVER, if the amounts due under the Indenture, the Lease, the Performance Agreement and the Bonds be paid when due, and the agreements therein and herein contained be faithfully performed as aforesaid, these presents (including the lease hereinafter set forth) shall be void, and the Property shall be released at the cost of the Company. If the amounts due under the Performance Agreement, the Lease and the Bonds, or any part thereof, be not so paid when due according to the terms of the Indenture, the Lease, the Performance Agreement, the Bonds or this Deed of Trust, or if default shall be made in the faithful performance of said covenants and agreements, or any of them, as therein and herein set forth, beyond any applicable notice and cure period, then the whole of the Bonds shall become due and be paid as hereinafter provided, and this Deed of Trust shall remain in force and effect and the Mortgage Trustee or his successors in trust as hereinafter provided shall at the request of the holder of the Bonds proceed to sell the property hereinbefore described at public venue to the highest bidder for cash at a front door (to be designated by the Mortgage Trustee) of the building then appointed for holding foreclosure sales in Cass County, Missouri at Harrisonville, Missouri, first giving notice of such sale in the manner now prescribed by statute. The sale of the Property may be by one or more parcels and in such order as the Mortgage Trustee may determine. The Mortgage Trustee may postpone or adjourn the sale of all or any parcel of the Property to any later time by public announcement at the time and place of any previously scheduled sale. Upon such sale, the Mortgage Trustee shall execute and deliver to the purchaser or purchasers thereof a deed of conveyance of the Property sold, and shall receive the proceeds of said sale or sales, and out of the same shall pay: **FIRST**, the reasonable costs and expenses of executing this trust including compensation to the Mortgage Trustee for his services; **SECOND**, to the Trustee or to the Mortgage Trustee or their respective successors or assigns, upon the delivery of the usual vouchers therefor, all moneys paid for insurance or taxes or judgments upon statutory liens, claims and interest thereon, together with interest thereon as hereinbefore provided; **THIRD**, to the City any amounts which may be owing to the City under the Lease or the Performance Agreement, **FOURTH**, the principal due under the indebtedness represented by the Indenture and Bonds with all interest due thereunder to the time of such payment; provided, payments shall be credited first to interest and then to principal; **AND THE BALANCE** of such proceeds, if any, shall be paid to the City or its successors and assigns, or those lawfully entitled thereto.

The Trustee, its successors or assigns, at any time it or they may desire, may, by an instrument in writing executed and recorded according to law appoint a substitute trustee to act instead of the Mortgage Trustee named herein; and is further authorized so to appoint other substitute mortgage trustees

successively, during the life of this Deed of Trust, and such mortgage trustees shall each and all succeed to the rights and power of the Mortgage Trustee named herein, and the City does hereby ratify and confirm any and all acts the said Mortgage Trustee, or successor or successors in trust, may lawfully do by virtue hereof.

In case of any sale hereunder, it is agreed that the recitals in any deeds to the purchasers shall be accepted in any court as *prima facie* evidence of the truth of the matters therein stated, and it shall be presumed that all acts essential to the validity of the sale have been performed.

The Mortgage Trustee hereby covenants faithfully to perform the trust herein created, and hereby lets the Property unto the City until a sale be had under the foregoing provisions upon the following terms and conditions to wit: The City, its successors and assigns, will pay rent therefor during said term at the rate of one cent (1¢) per month, payable monthly upon demand, and shall and will surrender peaceable possession of the Property, and every part thereof, sold under said provisions, to the Mortgage Trustee, its successors or assigns, or any purchaser or purchasers under such sale, within ten (10) days after the making of such sale, without notice or demand therefor.

To the extent any of the property covered by this Deed of Trust consists of property, rights or interests covered by the Missouri Uniform Commercial Code, this Deed of Trust shall constitute a security agreement and a present unconditional assignment of, and is intended to create a security interest in, such property in favor of the Trustee. During the continuance of any default hereunder, under the Bonds, the Lease, the Performance Agreement or the Indenture or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured, the Trustee shall have all the rights of and remedies with regard to such property available to a secured creditor under the Missouri Uniform Commercial Code. This Deed of Trust shall be self-operative with respect to such property, but the City agrees to execute and deliver on demand such security agreements, financing statements, continuation statements and other documents necessary to perfect a security interest in such property as the Trustee may request in order to impose or continue the lien and security interest hereof more specifically in any such property. In the event that the City fails to execute any of such instruments within ten (10) days after demand to do so, the City does hereby make, constitute and irrevocably appoint the Trustee as its attorney-in-fact and in its name, place and stead so to do.

This Deed of Trust shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the City has caused this Deed of Trust to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and to be attested to by its City Clerk, all as of the day and year first above written.

CITY OF RAYMORE, MISSOURI

By: _____
Name: Kristofer P. Turnbow
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Erica Hill
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF CASS)

On this _____ day of May, 2022, before me, the undersigned, a Notary Public, appeared **KRISTOFER P. TURNBOW** to me personally known, who, being by me duly sworn, did say that 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: _____

Deed of Trust
Raymore, Missouri / Watermark Project

EXHIBIT A

PROJECT SITE

The following described real estate located in Cass County, Missouri:

**CITY OF RAYMORE, MISSOURI,
the City**

AND

**SECURITY BANK OF KANSAS CITY,
as Trustee**

TRUST INDENTURE

Dated as of May 10, 2022

Relating to:

**\$48,134,000
(Aggregate Maximum Principal Amount)
City of Raymore, Missouri
Taxable Revenue Bonds
(Watermark Project)
Series 2022**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of May 10, 2022 (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 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 _____, 2022, authorizing the City to issue its Taxable Revenue Bonds (Watermark Project), Series 2022, in the maximum principal amount of \$48,134,000 (the “Bonds”), for the purpose of improving certain real property located along the east side of Dean Avenue, immediately south of Sam’s Club (located at 141 N. Dean Avenue), in the City (the “**Project Site**”), including the design and construction of a project anticipated to be known as Watermark at Raymore, a multi-building “Class A” multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets, on the Project Site (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 TTRES MO Raymore Dean Ave, LLC, a Delaware 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 Revenue Bonds (Watermark Project), Series 2022, in the maximum aggregate principal amount of \$48,134,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Raymore, Missouri, Bond Fund - Watermark Project” created in **Section 501** of this Indenture.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds, dated as of May 10, 2022, between the City and the Company, as the Purchaser.

“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 TTRES MO Raymore Dean Ave, LLC, a Delaware 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 - Watermark Project” 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, Farm Service Agency 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 May 10, 2022, 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., a corporation organized and existing under the laws of the State of Nebraska, 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 May 10, 2022, 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 - Watermark Project” 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 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 Revenue Bonds (Watermark Project), Series 2022.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$48,134,000.

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 \$100,000 or any integral multiple of \$0.01 excess thereof, or if the principal amount of the Bonds Outstanding is less than \$100,000, then the Outstanding principal amount of the Bond.

(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 \$48,134,000 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 Revenue Bonds (Watermark Project), Series 2022." 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, 2022. 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, 2022 and December 1, 2023. Starting with December 1, 2024 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, 2024 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 30 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 20 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 - Watermark Project" (herein called the "Project Fund");
- (b) "City of Raymore, Missouri, Costs of Issuance Fund - Watermark Project" (herein called the "Costs of Issuance Fund"); and
- (c) "City of Raymore, Missouri, Bond Fund - Watermark Project" (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(l)** 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(l)** 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 Company may be appointed by the City (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:

TTRES MO Raymore Dean Ave, LLC
[Address]

(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: Erica Hill
Title: City Clerk

Trust Indenture
Raymore (Watermark Project)
Series 2022

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:

TRACT 1:

LOT 8, AND TRACT A, RAYMORE GALLERIA - SECOND PLAT, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI.

TRACT 2:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 17 AND THE NORTHEAST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF TRACT B, RAYMORE GALLERIA - FIRST PLAT, A SUBDIVISION OF LAND IN SAID CASS COUNTY; THENCE SOUTH 03°03'58" WEST, ALONG THE WESTERLY LINE OF FOXHAVEN - LOTS 87-110 & 192 AND THE WESTERLY LINE OF FOXHAVEN - EIGHTH PLAT, BOTH BEING SUBDIVISIONS OF LAND IN SAID CASS COUNTY, 685.50 FEET; THENCE NORTH 86°58'22" WEST, 934.84 FEET TO THE SOUTHEAST CORNER OF RAYMORE GALLERIA - SECOND PLAT, A SUBDIVISION OF LAND IN SAID CASS COUNTY; THENCE NORTH 02°30'38" EAST, ALONG THE EAST LINE OF SAID RAYMORE GALLERIA - SECOND PLAT, 421.27 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°29'22" WEST, ALONG THE NORTH LINE OF SAID RAYMORE GALLERIA - SECOND PLAT, 449.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE NORTH 03°34'06" EAST, ALONG SAID RIGHT-OF-WAY LINE, 253.81 FEET TO THE SOUTHWEST CORNER OF REPLAT OF LOT 6, RAYMORE GALLERIA - FIRST PLAT, A SUBDIVISION OF LAND IN SAID CASS COUNTY; THENCE SOUTH 87°29'23" EAST, ALONG THE SOUTHERLY LINE OF SAID REPLAT OF LOT 6, RAYMORE GALLERIA - FIRST PLAT, 426.95 FEET; THENCE SOUTH 42°29'23" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 35.55 FEET; THENCE SOUTH 87°29'23" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 76.53 FEET; THENCE NORTH 47°30'37" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 35.55 FEET; THENCE SOUTH 87°29'23" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 554.70 FEET; THENCE NORTH 02°30'35" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 2.00 FEET TO THE SOUTHWEST CORNER OF TRACT B, SAID RAYMORE GALLERIA - FIRST PLAT; THENCE SOUTH 87°29'23" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT B, 278.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

“*Project Improvements*” shall mean a multi-building “Class A” multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets described below to be constructed by the Company, and the following requirements:

Premier Exterior Finishes -

- Predominance of James Hardie Siding and stone, brick, or other masonry exterior finishings consistent with the elevations and renderings previously approved by the City Planning and Zoning Commission, attached to this exhibit.
 - All paint and exterior color schemes upon construction or renovation of the Project will be subject to prior approval by the City
- Chimneys or other vertical exterior elements to add visual appeal to individual buildings
- Custom landscaped courtyards, greenspaces and professionally installed uplights and path lights
- Fully enclosed and conditioned corridors and stairwells
- Walkout porches for each unit on the 1st floor, and each of the 2nd and 3rd floor units will have balconies with metal, wrought-iron, or similar fencing materials.
- See attached elevations.

Site Improvements

- A 14-space parking lot and trailhead creating a pedestrian connection to the Dean Avenue trail and Timber Trails Linear Park
- 8’ wide concrete trail connection along the east side of Dean Avenue from the parking lot/trailhead to the Timber Trails Linear Park to connect to the existing sidewalk that will remain 5’ wide
- Professionally landscaped and regularly maintained storm water detention facilities consistent with the remainder of the property to include but not limited to underground storage facilities, detention ponds with professional water features (to be constructed if, from an engineering perspective, it is practical to hold water and is economically feasible), and/or dry detention basins with landscaping consistent with a Class “A” multi-family housing development

Interior Finishes -

- Premium stainless steel kitchen appliances
- Full size in-unit washers & dryers
- Quartz or granite countertops
- Wood inspired flooring
- Closets with custom wood shelving
- Nine-foot ceilings with designer light fixtures
- Modern plumbing fixtures

Community Amenities -

- Resort-style amenities including professionally decorated clubhouses with TVs, kitchenette, conference rooms, technology centers, coffee and espresso bars, and covered porches

- 24-hour fitness centers with state-of-the-art cardiovascular, free weight, circuit and core training, Fitness On Demand virtual training kiosks
- Swimming pool of approximately 2,000 square feet in size with cabanas, poolside chairs, tables, daybeds, and entertainment areas with gas grills, fire pits and other luxury accommodations
- Pet-friendly spaces with Bark Park and Doggie Spa
- Valet trash and recycling service



VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING FRONT ELEVATION



VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING BACK ELEVATION



VIEW LOOKING AT CLUBHOUSE FRONT ELEVATION



VIEW LOOKING AT FITNESS BUILDING FRONT ELEVATION



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** **\$48,134,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF RAYMORE, MISSOURI
TAXABLE REVENUE BOND
(WATERMARK PROJECT)
SERIES 2022

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
5.00%	December 1, 2047	May __, 2022

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT: **NOT TO EXCEED FORTY-EIGHT
MILLION ONE HUNDRED THIRTY
FOUR 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, 2022, 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, 2022, and December 1, 2023. Starting with December 1, 2024 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, 2024 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 Revenue Bonds (Watermark Project), Series 2022," in the maximum aggregate principal amount of \$48,134,000 (the "Bonds"), to be issued for the purpose of improving certain real property located along the east side of Dean Avenue, immediately south of Sam's Club (located at 141 N. Dean Avenue), in the City, including the design and construction of a project anticipated to be known as Watermark at Raymore, a multi-building "Class A" multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets, under the terms of a Lease Agreement dated as of May 10, 2022 (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 May 10, 2022 (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"). The Bonds are further secured by a Deed of Trust granted by the City for the benefit of 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 - Watermark Project."

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 \$48,134,000.

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

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

**CITY OF RAYMORE, MISSOURI
TAXABLE REVENUE BOND
(WATERMARK PROJECT)
SERIES 2022**

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

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: \$48,134,000 Maximum Principal Amount of Taxable Revenue Bonds (Watermark Project), Series 2022 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 May 10, 2022 (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 TTRES MO Raymore Dean Ave, LLC, a Delaware limited liability company (the “Company”), under a Lease Agreement dated as of May 10, 2022 (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: _____, 2022

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

\$48,134,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF RAYMORE, MISSOURI
TAXABLE REVENUE BONDS
(WATERMARK PROJECT)
SERIES 2022

DATED AS OF MAY 10, 2022

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, TTRES MO Raymore Dean Ave, LLC, a Delaware limited liability company (the “Purchaser”), offers to purchase from the City of Raymore, Missouri (the “City”), the above-referenced series of Taxable 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 May 10, 2022 (the “Ordinance”) and a Trust Indenture dated as of May 10, 2022 (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 TTRES MO Raymore Dean Ave, LLC, a Delaware 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 Delaware and is authorized to do business and is in good standing under the laws of 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 \$48,134,000.

As used herein, the term "Closing Date" shall mean _____, 2022, 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 \$48,134,000; 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., in the amount of \$60,000, (2) publication costs and filing fees in the amount of \$__, and (3) the Trustee's initial acceptance fee and first year's administrative fee totaling \$_____.

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,

TTRES MO Raymore Dean Ave, LLC,
a Delaware limited liability company

By:

Accepted and Agreed to:

CITY OF RAYMORE, MISSOURI

By: _____
Name: Kristofer P. Turnbow
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Erica Hill
Title: City Clerk

**CITY OF RAYMORE, MISSOURI,
As Lessor,**

AND

**TTRES MO RAYMORE DEAN AVE, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of May 10, 2022

Relating to:

**\$48,134,000
(Aggregate Maximum Principal Amount)
City of Raymore, Missouri
Taxable Revenue Bonds
(Watermark Project)
Series 2022**

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 May 10, 2022, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of May 10, 2022 (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 **TTRES MO RAYMORE DEAN AVE, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, 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 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 May 10, 2022, authorizing the City to issue its Taxable Revenue Bonds (Watermark Project), Series 2022, in the maximum principal amount of \$48,134,000 (the “Bonds”), for the purpose of improving certain real property located along the east side of Dean Avenue, immediately south of Sam’s Club (located at 141 N. Dean Avenue), in the City (the “**Project Site**”), including the design and construction of a project anticipated to be known as Watermark at Raymore, a multi-building “Class A” multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets, on the Project Site (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 dated as of May 10, 2022 (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.

“Deed of Trust” means the Deed of Trust made and entered into as of May 10, 2022 by the City in favor of the mortgage trustee named therein for the benefit of the Trustee.

“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, the Deed of Trust 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 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 materially 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 (except for the Deed of Trust) 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 Delaware 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 material 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) To the Company's knowledge, 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; Phase I Environmental Report . The City shall be the sole owner of the Project during the Lease Term. Prior to the transfer to the City of the Project Site, the Company will deliver to the City a Phase I environmental site assessment evidencing that hazardous substances or other materials regulated by any applicable Environmental Law do not exist on the Project Site, including a reliance letter provided by the consultant that prepared the assessment that the City may rely upon the conclusions contained in the assessment. In the event the Phase I environmental site assessment reports the need for further investigation of the existence of hazardous substances or other materials regulated by any applicable Environmental Law on the Project Site, the Company will obtain a Phase II environmental site assessment.

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, to the extent applicable 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 or deemed 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 is it 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, 2022 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 and in compliance with the requirements of the Performance Agreement. Without limiting the generality of the foregoing, the Company shall at all times remain in material compliance with all provisions of the City's charter and city code 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 or subtenants), 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. 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 substantial completion of the Project, 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 substantial completion of the Project, 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 constructed as prohibiting the Company from self-insuring provided the Company, or the Company in combination with its parent company and affiliates, 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 and the Trustee on an annual basis, commencing on December 1, 2022 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 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, unless otherwise contested in accordance with Section 8.4(b) hereof. 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, unless otherwise contested in accordance with Section

8.4(b) hereof. 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 and in compliance with the Performance Agreement 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, (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 and (C) complies with the terms of the Performance Agreement.

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. 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 and the Trustee 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 and complies with the terms of the Performance Agreement. 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); provided that the Project shall remain in compliance with the terms of the Performance Agreement.

(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 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, 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, the Indenture, the Performance Agreement 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, (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, and (h) any failure to comply with the terms of Section 107.170 R.S.Mo; 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, 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 180 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 \$1,000.00.

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 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 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 and the Trustee 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 complex.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease (excluding residential subleases as contemplated in subsection (b) hereof) 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 \$5,000,000 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 \$5,000,000 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 demonstrate 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 pursuant to the Deed of Trust and as otherwise 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, 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.

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: Erica Hill
Title: City Clerk

TRES MO RAYMORE DEAN AVE, LLC,
a Delaware limited liability company

By: _____

GUARANTEE WITH RESPECT TO ENVIRONMENTAL PROVISIONS

In consideration of the agreement by the City of Raymore, Missouri (the “City”), to take title to the Project Site (as defined in the Lease) and to enter into the foregoing Lease Agreement (the “Lease”) with TTRES MO Raymore Dean Ave, LLC (the “Company”), an affiliate of Thompson Thrift Development, Inc., an Indiana corporation, the undersigned hereby unconditionally guarantees to the City, for the benefit of the City and the Trustee, the full and prompt performance of the obligations of the Company under **Section 4.9** and **Section 10.5(g)** of the Lease.

THOMPSON THRIFT DEVELOPMENT, INC.

By: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Cass County, Missouri:

TRACT 1:

LOT 8, AND TRACT A, RAYMORE GALLERIA - SECOND PLAT, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI.

TRACT 2:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 17 AND THE NORTHEAST QUARTER OF SECTION 18, BOTH IN TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF TRACT B, RAYMORE GALLERIA - FIRST PLAT, A SUBDIVISION OF LAND IN SAID CASS COUNTY; THENCE SOUTH 03°03'58" WEST, ALONG THE WESTERLY LINE OF FOXHAVEN - LOTS 87-110 & 192 AND THE WESTERLY LINE OF FOXHAVEN - EIGHTH PLAT, BOTH BEING SUBDIVISIONS OF LAND IN SAID CASS COUNTY, 685.50 FEET; THENCE NORTH 86°58'22" WEST, 934.84 FEET TO THE SOUTHEAST CORNER OF RAYMORE GALLERIA - SECOND PLAT, A SUBDIVISION OF LAND IN SAID CASS COUNTY; THENCE NORTH 02°30'38" EAST, ALONG THE EAST LINE OF SAID RAYMORE GALLERIA - SECOND PLAT, 421.27 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 87°29'22" WEST, ALONG THE NORTH LINE OF SAID RAYMORE GALLERIA - SECOND PLAT, 449.70 FEET TO A POINT ON THE EAST RIGHT-OF WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE NORTH 03°34'06" EAST, ALONG SAID RIGHT-OF-WAY LINE, 253.81 FEET TO THE SOUTHWEST CORNER OF REPLAT OF LOT 6, RAYMORE GALLERIA - FIRST PLAT, A SUBDIVISION OF LAND IN SAID CASS COUNTY; THENCE SOUTH 87°29'23" EAST, ALONG THE SOUTHERLY LINE OF SAID REPLAT OF LOT 6, RAYMORE GALLERIA - FIRST PLAT, 426.95 FEET; THENCE SOUTH 42°29'23" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 35.55 FEET; THENCE SOUTH 87°29'23" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 76.53 FEET; THENCE NORTH 47°30'37" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 35.55 FEET; THENCE SOUTH 87°29'23" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 554.70 FEET; THENCE NORTH 02°30'35" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, 2.00 FEET TO THE SOUTHWEST CORNER OF TRACT B, SAID RAYMORE GALLERIA - FIRST PLAT; THENCE SOUTH 87°29'23" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT B, 278.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

“Project Improvements” shall mean a multi-building “Class A” multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets described below to be constructed by the Company, and the following requirements:

Premier Exterior Finishes -

- Predominance of James Hardie Siding and stone, brick, or other masonry exterior finishings consistent with the elevations and renderings previously approved by the City Planning and Zoning Commission, attached to this exhibit.
 - All paint and exterior color schemes upon construction or renovation of the Project will be subject to prior approval by the City
- Chimneys or other vertical exterior elements to add visual appeal to individual buildings
- Custom landscaped courtyards, greenspaces and professionally installed uplights and path lights
- Fully enclosed and conditioned corridors and stairwells
- Walkout porches for each unit on the 1st floor, and each of the 2nd and 3rd floor units will have balconies with metal, wrought iron or similar fencing materials.
- See attached elevations.

Site Improvements

- A 14-space parking lot and trailhead creating a pedestrian connection to the Dean Avenue trail and Timber Trails Linear Park
- 8’ wide concrete trail connection along the east side of Dean Avenue from the parking lot/trailhead to the Timber Trails Linear Park to connect to the existing sidewalk that will remain 5’ wide
- Professionally landscaped and regularly maintained storm water detention facilities consistent with the remainder of the property to include but not limited to underground storage facilities, detention ponds with professional water features (to be constructed if, from an engineering perspective, it is practical to hold water and is economically feasible), and/or dry detention basins with landscaping consistent with a Class “A” multi-family housing development

Interior Finishes -

- Premium stainless steel kitchen appliances
- Full size in-unit washers & dryers
- Quartz or granite countertops
- Wood inspired flooring
- Closets with custom wood shelving
- Nine-foot ceilings with designer light fixtures
- Modern plumbing fixtures

Community Amenities -

- Resort-style amenities including professionally decorated clubhouses with TVs, kitchenette, conference rooms, technology centers, coffee and espresso bars, and covered porches

- 24-hour fitness centers with state-of-the-art cardiovascular, free weight, circuit and core training, Fitness On Demand virtual training kiosks
- Swimming pool of approximately 2,000 square feet in size with cabanas, poolside chairs, tables, daybeds, and entertainment areas with gas grills, fire pits and other luxury accommodations
- Pet-friendly spaces with Bark Park and Doggie Spa
- Valet trash and recycling service



VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING FRONT ELEVATION



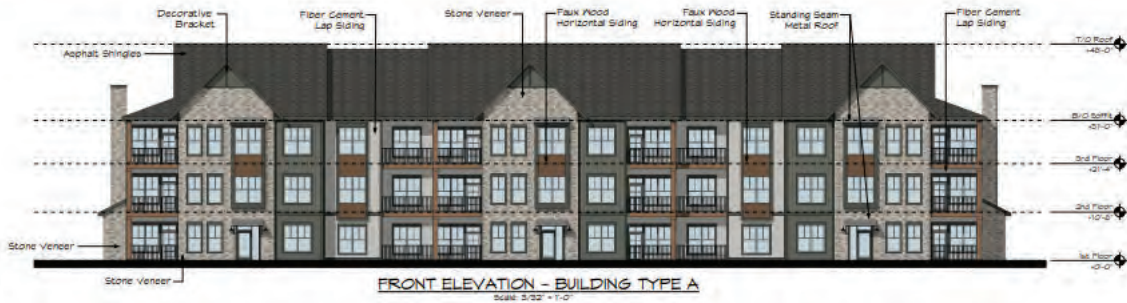
VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING BACK ELEVATION



VIEW LOOKING AT CLUBHOUSE FRONT ELEVATION



VIEW LOOKING AT FITNESS BUILDING FRONT ELEVATION



FORM OF REQUISITION CERTIFICATE

Requisition No. _____
 Date: _____

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF MAY 10, 2022, BETWEEN CITY OF RAYMORE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF MAY 10, 2022, BETWEEN CITY OF RAYMORE, MISSOURI AND TTRES MO RAYMORE DEAN AVE, 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.

TTRES MO RAYMORE DEAN AVE, LLC,
a Delaware limited liability company

By:

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

<u>Payee and Address</u>	<u>Description</u>	<u>Amount</u>
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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 25, 2022

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input type="checkbox"/> Ordinance	<input checked="" 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

Res 22-14: MARC Regional Preventative Maintenance Program

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
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

MARC Program Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Mid-America Regional Council is administering the Missouri Regional Preventative Maintenance (RPM) program using Missouri Coronavirus Response and Relief Supplemental Appropriations Act funds. Local jurisdictions between 5,000 and 10,000 are to receive a minimum allocation of \$50,000. Jurisdictions above 10,001 will receive an allocation based on population. These funds are 100% federally funded and require no local match.

Raymore will receive \$128,017 to be used on mill and overlay or micro-surfacing projects.

Staff will be presenting the proposed FY 2022 Street Preservation program at the May 2 work session along with a recommendation for use of these funds.

RESOLUTION 22-14

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING PARTICIPATION IN THE THE MID-AMERICA REGIONAL COUNCIL (MARC) REGIONAL ROADWAY PREVENTATIVE MAINTENANCE PROGRAM."

WHEREAS, MARC is administering the Missouri Regional Preventative Maintenance (RPM) program using Mo. Coronavirus Response and Relief Supplemental Appropriations Act funds, and;

WHEREAS, local jurisdictions are able to use these funds for such projects as mill and overlay or micro surfacing of the roadways, and;

WHEREAS, the Raymore City Council desires to participate with MARC in an effort to enhance city roadways, and;

WHEREAS, this program is 100% federally funded and requires no local match of funds.

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

Section 1. The City Manager is authorized to prepare and submit the appropriate documents to MARC in an effort to secure funding for preventative maintenance through the CRRSFAA program in the City of Raymore.

DULY READ AND PASSED THIS 25TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

Erica Hill, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature

REGIONAL PREVENTIVE MAINTENANCE PROGRAM

AGREEMENT

PARTIES: **City of Raymore, Missouri**, hereinafter referred to as the “Partner”

Mid-America Regional Council, hereinafter referred to as “MARC”

PURPOSE: The Regional Preventive Maintenance program (here in after known as “RPM”) will use Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) funds to support preventive maintenance activities on local roadways to address deferred maintenance needs for area cities and counties located within the Kansas City metropolitan planning area in Missouri. Funds received will be used to conduct Mill & Overlay and/or Micro Surfacing maintenance on roadways as detailed in Article I.

The program is intended to facilitate the following objectives:

- Maximize federal funds at 100% participation to the extent possible;
- Use CRRSAA funds for program administration, preliminary engineering, preventive maintenance activities and construction engineering;
- Focusing on local roadways not on the Federal Aid Highway system to provide maximum flexibility in implementing the program;
- Focusing on routes that connect neighboring jurisdictions, where practical;
- Grouping multiple jurisdictions’ roadways into a small set of consolidated preventive maintenance contracts for economies of scale;
- Offering options for both Mill & Overlay and Micro Surfacing contracts as needed.

EFFECTIVE Parties mutually agree to Articles I, II, and III in accordance with this Agreement from the (start date) until the (end date).

ARTICLE I

PARTNER AGREES:

1. To provide a primary project contact and coordinate with MARC’s project manager and the project’s preliminary and construction engineering teams.
2. To participate in the RPM program management and provide MARC all required technical assistance, data and any other necessary information needed to successfully manage and comply with federal/state requirements regarding the RPM project.
3. To identify roadways within their jurisdiction to be included in the RPM in consultation with MARC, avoiding route(s) that will require costly retrofits under Americans With Disabilities Act requirements or completing required ADA upgrades with local funds.
4. Avoid routes:
 - a. Assumed or deemed controversial.

- b. Require purchasing rights of way that is beyond the customary practice/cost of similar preventive maintenance projects
 - c. Requiring public engagement that is beyond public engagement practices of similar preventive maintenance projects.
 - d. Requiring extensive base or pavement repair
 - e. That are existing locally funded projects requiring completion.
5. To select local roadways not on the Federal Aid Highway system.
 6. To select a Mill & Overlay and/or Micro Surfacing preventive maintenance solution as appropriate.
 7. To allow RPM project work in their jurisdiction to be bundled or combined into bid packages and contracts including work in other jurisdictions.
 8. To use common specifications and mix designs to reduce cost and program complexity.
 9. To reimburse MARC for any project cost within the Partner's jurisdiction above and beyond the Partner's CRRSAA allocation in Article III.
 10. Any change order, rights of way purchase, extensive/additional public engagement or request for additional services must be submitted through MARC to the contracted contractor. If the resulting change order or request for additional services requires additional funding, payment shall be the responsibility of the Partner.
 11. Partner is aware that any rights of way and public engagement cost are attributed to their CRRSAA allocation. The balance of the allocation minus any additional cost will be used as the Partners preventive maintenance program's allocation.
 12. To waive any and all permit expenses in connection to the RPM project.
 13. To provide final approval of project deliverables.
 14. Final selection of proposed route(s) is vested in MARC in consultation with the Partner.
 15. To the extent allowed by law, the Partner shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by the Partner under this Agreement, caused by the Partner, its employees, agents, subcontractors, or caused by others for whom the Partner is liable. Notwithstanding the foregoing, the Partner is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees.

ARTICLE II

MARC AGREES:

1. To provide a project manager, conduct project and program management.
2. To work with MoDOT to secure funding for administration, preliminary engineering, construction inspection and preventive maintenance contracts.
3. To work with MoDOT and Partner jurisdictions to procure engineering and construction services,
4. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.
5. To ensure RPM partners' agreements adequately cover program terms and costs,

6. To allocate CRRSAA funds for RPM program activities within the Partner's jurisdiction as shown in Exhibit A.
7. To manage RPM project development activities and requirements,
8. To conduct RPM project lettings,
9. To manage construction inspection and federal grant reporting activities, as needed.
10. To ensure that RPM project consultants and contractors follow federal, state and local laws for engineering and job site safety and construction.
11. To accept project completion only with Partner approval.
12. To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the Partner and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the Partner for the negligent acts of the Partner or any of its agencies, officials, officers, or employees.
13. MARC shall procure and maintain, and shall require its contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. MARC shall ensure that the Partner is named as an additional insured.

1. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability,
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- d. No Contractual Liability Limitation Endorsement,
- e. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- a. Workers' Compensation Statutory
- b. Employers' Liability with limits of:
 - i. \$100,000 each accident
 - ii. \$500,000 disease –policy limit
 - iii. \$100,000 disease - each employee

3. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Cooperative Agreement.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

Regardless of any approval by the Partner, it is the responsibility of MARC to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event MARC fails to ensure that the required insurance is procured and maintained in effect, or that Partner is named as an additional insured, the Partner may order that the construction of the Improvements immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

ARTICLE III

BOTH PARTIES MUTUALLY AGREE:

1. The Partner will receive a CRRSAA allocation to participate in the RPM program in an amount up to but will not exceed \$128,017.
2. The RPM Program is funded completely by CRRSAA funding and local match participation is not required.
3. Any cost beyond the Partner's CRRSAA allocation is the responsibility of the Partner.
4. This Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the Partner and MARC.
5. This Agreement is pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. Seq.
6. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.
7. Parties to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination.
8. No third-party beneficiaries are intended to be created by this Agreement, nor do parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to terms or provisions of this Agreement.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

Mid-America Regional Council

City of Raymore, Missouri

David Warm
Executive Director

Date: _____

Name
Title
Date: _____

Attest: _____

Missouri Cities and Counties in the Metropolitan Planning Area

	2020 Population (1)	Pop %	Minimum Allocation (2)	Pop Allocation (3)	Total Allocation
MARC MPO (Missouri)	1,140,568	100.0%	\$ 350,000	\$ 6,364,666	\$ 6,714,666
Cass County	107,824	9.5%			\$ -
Belton	23953	2.1%		\$ 133,664	\$ 133,664
Harrisonville	10121	0.9%		\$ 56,478	\$ 56,478
Kansas City (pt.)	104	0.0%	\$ -	\$ 580	\$ 580
Lee's Summit (pt.)	2670	0.2%	\$ -	\$ 14,899	\$ 14,899
Peculiar	5621	0.5%	\$ 50,000		\$ 50,000
Pleasant Hill (pt.)	8766	0.8%	\$ 50,000		\$ 50,000
Raymore	22941	2.0%		\$ 128,017	\$ 128,017
Balance of Cass County (4)	33,648	3.0%		\$ 187,765	\$ 187,765
County Subtotal	93,437	8.2%	\$ 100,000	\$ 521,403	\$ 621,403
Clay County	253,335	22.2%			\$ -
Excelsior Springs (pt.)	10372	0.9%		\$ 57,878	\$ 57,878
Gladstone	27063	2.4%		\$ 151,019	\$ 151,019
Independence (pt.)	0	0.0%	\$ -	\$ -	\$ -
Kansas City (pt.)	138178	12.1%		\$ 771,069	\$ 771,069
Kearney	10404	0.9%		\$ 58,057	\$ 58,057
Liberty	30167	2.6%		\$ 168,340	\$ 168,340
North Kansas City	4467	0.4%	\$ 50,000		\$ 50,000
Smithville (pt.)	10406	0.9%		\$ 58,068	\$ 58,068
Balance of Clay County (4)	22,278	2.0%		\$ 124,317	\$ 124,317
County Subtotal	248,868	21.8%	\$ 50,000	\$ 1,388,748	\$ 1,438,748
Jackson County	717,204	62.9%			\$ -
Blue Springs	58603	5.1%		\$ 327,020	\$ 327,020
Grain Valley	15627	1.4%		\$ 87,203	\$ 87,203
Grandview	26209	2.3%		\$ 146,253	\$ 146,253
Greenwood (pt.)	5700	0.5%	\$ 50,000		\$ 50,000
Independence (pt.)	123011	10.8%		\$ 686,433	\$ 686,433
Kansas City (pt.)	316456	27.7%		\$ 1,765,907	\$ 1,765,907
Lee's Summit (pt.)	98438	8.6%		\$ 549,310	\$ 549,310
Oak Grove (pt.)	8058	0.7%	\$ 50,000		\$ 50,000
Pleasant Hill (pt.)	11	0.0%		\$ -	\$ -
Raytown	30012	2.6%		\$ 167,475	\$ 167,475
Balance of Jackson County (4)	35,090	3.1%		\$ 195,811	\$ 195,811
County Subtotal	703,446	61.7%	\$ 100,000	\$ 3,925,412	\$ 4,025,412
Platte County	106,718	9.4%			\$ -
Kansas City (pt.)	53352	4.7%		\$ 297,718	\$ 297,718
Parkville	7117	0.6%	\$ 50,000		\$ 50,000
Platte City	4784	0.4%	\$ 50,000		\$ 50,000
Balance of Platte County (4)	41,465	3.6%		\$ 231,385	\$ 231,385
County Subtotal	94,817	8.3%	\$ 100,000	\$ 529,104	\$ 629,104
Multi-County Cities:					
Kansas City	508,090	44.5%	\$ -	\$ 2,835,274	\$ 2,835,274
Lee's Summit	101,108	8.9%	\$ -	\$ 564,209	\$ 564,209
Pleasant Hill	8,777	0.8%	\$ 50,000		\$ 50,000

Notes:

- (1) Source US Census Bureau.
- (2) Minimum \$50,000 allocation to cities with population between 5,000 to 9,999.
- (3) Allocation by % population to cities over 10,000 population.
- (4) Counties to receive remaining population funding that is not allocated to cities above 5,000 population.

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, APRIL 18, 2022, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Use Tax Discussion

City Manager Jim Feuerborn reviewed the results of the Use Tax issues that were placed on the April 5th ballot in Missouri. Council discussed educational initiative options with staff.

B. Air Handler Amendment Explanation

City Manager Jim Feuerborn reviewed the details of the current state of the City Hall HVAC systems and the use of and funding for the Building and Equipment Replacement Fund.

C. Volunteer Recognition

City Manager Jim Feuerborn discussed options to recognize volunteers to Boards and Commissions of the City.

D. Other

The work session of the Raymore City Council adjourned at 7:56 p.m.