

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, May 9, 2022
7:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

- Public Works Week Proclamation (pg 447)
- National Police Week Proclamation (pg 449)
- Robert Schmidt, Aaron's Family Fun Center

5. Personal Appearances

6. Staff Reports

- A. Development Services (pg 9)
- B. Monthly Court Report (pg 15)
- C. Police/Emergency Management

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 Minutes, April 25, 2022 (pg 21)

9. Unfinished Business - Second Reading

- A. Intergovernmental Agreement with Department of Social Services (LIHWAP)

- Reference:
- Agenda Item Memo (pg 35)
 - Bill 3717 (pg 37)
 - Agreement (pg 39)

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).

- City Council, 04/25/2022: Approved 8-0

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

Reference: - Agenda Item Memo (pg 49)
- Bill 3715 (pg 51)
- Contract (pg 53)

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.

- City Council, 04/25/2022: Approved 8-0
- Parks and Recreation Board, 04/12/2022: Approved 9-0

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

Reference: - Agenda Item Memo (pg 79)
- Bill 3716 (pg 81)
- Contract (pg 83)

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

- City Council, 04/25/2022: Approved 8-0
- Parks and Recreation Board, 04/12/2022: Approved 9-0

D. Contract for Real Estate Purchase - Firing Range Property

Reference: - Agenda Item Memo (pg 117)
- Bill 3720 (pg 119)
- Real Estate Contract (pg 121)
- Location Map (pg 139)

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.

- City Council, 04/25/2022: Approved 8-0

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

Reference: - Agenda Item Memo (pg 141)
- Bill 3711 (pg 143)
- Performance Agreement (pg 147)
- Deed of Trust (pg 174)
- Trust Indenture (pg 182)
- Bond Purchase Agreement (pg 244)
- Lease Agreement (pg 251)

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.

- City Council, 04/25/2022: Approved 7-1

10. New Business - First Reading

A. Award of Contract to Sands Construction LLC - West Hawk Ridge Park Improvements

Reference: - Agenda Item Memo (pg 305)
- Bill 3713 (pg 307)
- Contract (pg 309)

The 2020 No Tax Increase Bond Issue included improvements to the soccer field area on the west side of Hawk Ridge Park. A recommendation to award a contract for that project is before the Council.

- Parks and Recreation Board, 04/26/2022: Approved 7-0

B. Budget Amendment - West Hawk Ridge Park Improvements

Reference: - Agenda Item Memo (pg 359)
- Bill 3714 (pg 361)

The contract for construction services for the Hawk Ridge Park Improvements project is within our budget of \$500,000, however, other expenses associated with the engineering of the project exceed the budget. Staff is requesting an amendment to fully finance the project.

- | |
|--|
| <ul style="list-style-type: none">• Parks and Recreation Board, 04/26/2022: Approved 7-0 |
|--|

C. Award of Contract to Aquatic Control Inc. for Pond and Lake Management Services

Reference: - Agenda Item Memo (pg 363)
- Bill 3718 (pg 365)
- Contract (pg 367)

Staff has competitively bid the lake and pond management program which includes Johnston Lake at Hawk Ridge Park and Recreation Park Pond. A recommendation to award the contract is before the Council.

- | |
|--|
| <ul style="list-style-type: none">• Parks and Recreation Board, 04/26/2022: Approved 7-0 |
|--|

D. Award of Contract to McClure Engineering Company - Centerview Detention Area Design

Reference: - Agenda Item Memo (pg 397)
- Bill 3719 (pg 399)
- Contract (pg 401)

The 2020 No Tax Increase Bond Issue included improvements to the stormwater detention area behind Centerview. A recommendation to award a contract for Centerview Detention Area Design is before the Council.

- | |
|--|
| <ul style="list-style-type: none">• Parks and Recreation Board, 04/26/2022: Approved 7-0 |
|--|

E. Calling for the August 2, 2022 Online Use Tax Election

Reference: - Agenda Item Information Sheet (pg 413)
- Bill 3722 (pg 415)

Council has determined it prudent to seek approval for a Use Tax that will allow the City to collect sales tax revenue from the purchase of products from online and out-of-state retailers. The sales tax will be equal to that of

the current sales tax and the revenues generated will be used primarily to fund new personnel for the purpose of public safety, including Police, Public Works and Parks and Recreation personnel.

F. Ward Road Eminent Domain Property Acquisition Chapter 523

Reference: - Agenda Item Memo (pg 419)
- Bill 3721 (pg 421)

In August of 2020, the citizens of Raymore, Missouri authorized the issuance of general obligation bonds for street and park improvements including the reconstruction of Ward Road. Efforts have been made since November of 2021 to acquire the necessary right-of-way and easements to complete the Project. To maintain the anticipated construction schedule and budget for the project, City staff seeks authorization to initiate eminent domain pursuant to Chapter 523 RSMo.

G. Raymore Festival in the Park Memorandum of Understanding

Reference: - Agenda Item Information Sheet (pg 423)
- Resolution 22-15 (pg 425)
- Memorandum of Understanding (pg 427)

The Raymore Festival in the Park is an annual event held in Memorial Park. A memorandum of understanding is reviewed each year between the Parks and Recreation Board and the Festival Committee outlining the in-kind services and park usage. No substantial changes have been made to this year's Memorandum of Understanding. Following approval by the Parks and Recreation Board it must also be approved by the City Council.

- | |
|---|
| <ul style="list-style-type: none">• Parks and Recreation Board, 07/26/2022: Approved, 7-0 |
|---|

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, 05/02/2022 (pg 439)
 - Parks and Recreation Board Minutes, 03/22/2022 (pg 441)
 - Parks and Recreation Board Minutes, 04/12/2022 (pg 445)
-

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



MONTHLY REPORT April 2022

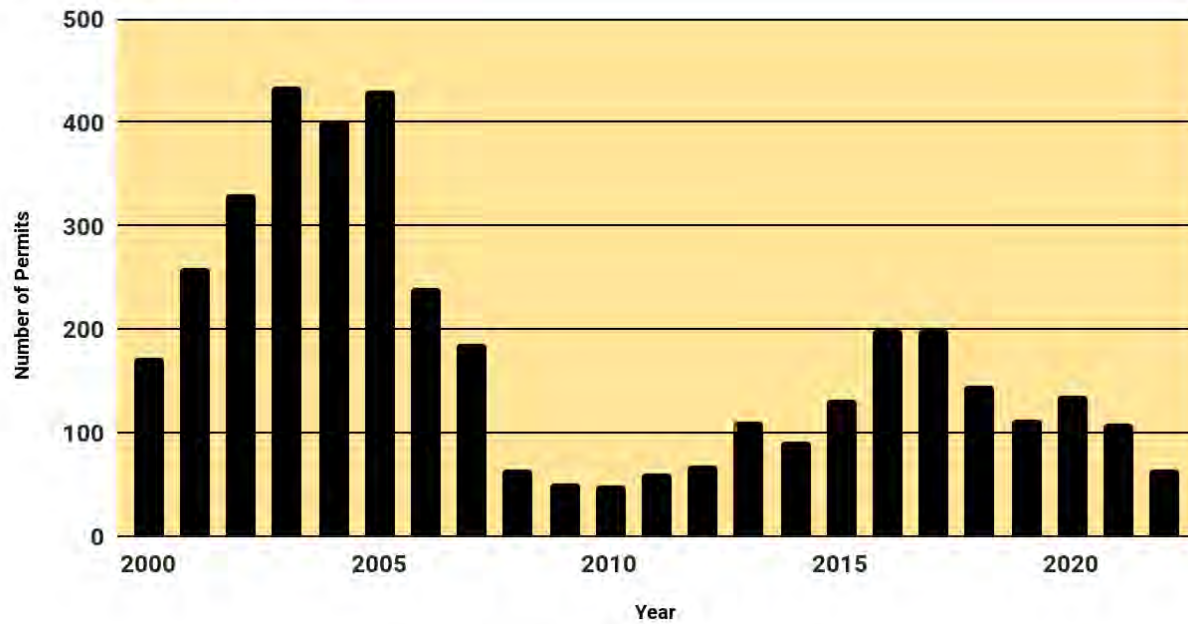
Building Permit Activity

Type of Permit	APR 2022	2022 YTD	2021 YTD	2021 Total
Detached Single-Family Residential	17	64	46	108
Attached Single-Family Residential	0	58	0	166
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	90	214	241	574
Commercial - New, Additions, Alterations	1	6	10	38
Sign Permits	3	6	5	37
Inspections	APR 2022	2022 YTD	2021 YTD	2021 Total
Total # of Inspections	502	1,690	1306	3,882
Valuation	APR 2022	2022 YTD	2021 YTD	2021 Total
Total Residential Permit Valuation	\$4,876,000	\$28,394,600	\$12,080,300	\$57,700,900
Total Commercial Permit Valuation	\$19,100,000	\$30,504,700	\$1,895,300	\$39,600,680

Additional Building Activity:

- Building Construction commenced for dwelling units in The Venue of The Good Ranch townhome development.
- Building construction was completed on the first building in the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Site work continues for Alexander Creek Third Plat.
- Site work continues for Eastbrooke at Creekmoor 3rd Plat
- Building construction is nearing completion for the South Metropolitan Fire Protection District administration building.
- Construction continued on the townhome units in Sunset Plaza, located east of Sunset Lane and south of 58 Highway. Various units are approaching completion
- Construction continues on Building 3 in the Raymore Commerce Center.
- A building permit was issued for Building 2 within the Raymore Commerce Center, at approximately 500,000 SF.
- Construction work continues on the School District LEAD facility

Single Family Building Permits



Code Enforcement Activity

Code Activity	APR 2022	2022 YTD	2021 YTD	2021 Total
Code Enforcement Cases Opened	52	208	201	575
<i>Notices Mailed</i>				
-Tall Grass/Weeds	3	3	0	85
- Inoperable Vehicles	22	85	88	191
- Junk/Trash/Debris in Yard	8	28	34	94
- Object placed in right-of-way	1	3	0	5
- Parking of vehicles in front yard	2	17	17	45
- Exterior home maintenance	7	32	16	63
- Other (trash at curb early; signs; etc)	0	0	1	6
Properties mowed by City Contractor	0	0	5	42
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	1	2
Signs in right-of-way removed	189	350	222	524
Violations abated by Code Officer	7	36	30	86

Development Activity

Current Projects

- Edgewater at Creekmoor 8th Final Plat
- Edgewater at Creekmoor 9th Final Plat
- Timber Trails 3rd Final Plat
- Ridgeview Estates Final Plat and Site Plan
- Raymore Commerce Center 2nd Plat
- Raymore Commerce Center South PUD Rezoning and Preliminary Plan
- Comprehensive Plan

	As of Mar Apr 30, 2022	As of Mar Apr 30, 2021	As of Mar Apr 30, 2022
Homes currently under construction	534 (156 units at Lofts of Foxridge & Venue)	585 (396 units at Lofts of Foxridge)	171
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	164	225	306
Total number of dwelling units in City	9,316	8,826	8,689

Actions of Boards, Commission, and City Council

Planning and Zoning Commission

Apr 5, 2022

- Recommended (8-0) approval of an application made by Clayton Properties Group, Inc., to rezone approximately 52 acres of land located west of Dean Avenue, between Lucy Webb Road and Johnston Drive from its current R1-P designation to the proposed PUD to support the Allera Subdivision
- Recommended (8-0) approval of an application made by Sean Siebert requesting rezoning approval of approximately 9.45 acres of land located south of Pine St. and east of N. Madison St. from existing "C-2" General Commercial District to "R-3A" Multiple-Family Residential District to support an expansion of the Oak Ridge Farms subdivision

Apr 15, 2022

- Development Services Staff held a work session-style meeting with the Commission to review proposed changes to the Future Land Use Map as part of the Comprehensive Planning process.

City Council

April 11, 2022

- Approved the 1st reading of the proposed Allera Subdivision PUD Rezoning
- Approved the 1st reading of the proposed Oak Ridge Farms 4th Phase rezoning

April 25, 2022

- Approved the 2nd reading of the proposed Allera Subdivision PUD Rezoning
- Approved the 2nd reading of the proposed Oak Ridge Farms 4th Phase rezoning
- Approved the 1st reading of the Watermark at Raymore Bond Issuance and Performance and Development Agreement

Upcoming Meetings – March & April

May 3, 2022 Planning and Zoning Commission

- Meeting Canceled

May 9, 2022 City Council

- 2nd reading - Watermark at Raymore Development Agreement and Bond Issuance

May 17, 2022 Planning and Zoning Commission

- Edgewater at Creekmoor 8th Final Plat
- Edgewater at Creekmoor 9th Final Plat
- Timber Trails 3rd Plat
- Raymore Commerce Center 2nd Final Plat
- Raymore Commerce Center South PUD Rezoning & Preliminary Plan (*public hearing*)

May 23, 2022 City Council

- 1st reading - Edgewater at Creekmoor 8th Final Plat
- 1st reading - Edgewater at Creekmoor 9th Final Plat
- 1st reading - Timber Trails 3rd Plat
- 1st reading - Raymore Commerce Center 2nd Final Plat
- 1st reading - Raymore Commerce Center South PUD Rezoning & Preliminary Plan (*public hearing*)
- 1st reading - Easement Vacation: 813 Bridgeshire Drive(*public hearing*)

Department Activities

- Development Services Director David Gress attended and City Planner Dylan Eppert attended a ribbon cutting hosted by the Raymore Chamber of Commerce for Ascension Chiropractic, located at 214 Sunrise.
- Staff continued work on the Comprehensive Plan, including various revisions following the April 19, 2022 work session meeting with the Planning Commission.
- Staff continued work preparing an online interactive engagement tool to solicit public feedback as part of the comprehensive plan.
- An application was filed by VanTrust Real Estate requesting PUD rezoning and preliminary plan approval for the proposed [Raymore Commerce Center South](#) project, which includes the 262 acres of land located south of 195th Street, east of I-49, from its current "BP" Business Park Designation. Staff held a Good Neighbor meeting for this request on Wednesday, April 27th.

- GIS Coordinator Heather Eisenbarth provided assistance with large-format mapping and printing to Police Chief Zimmerman as part of the upcoming Guns N Hoses Fundraiser.
- Development Services Director David Gress attended a ribbon cutting ceremony for Exterior Plus, hosted by the Raymore Chamber of Commerce.
- Code Enforcement Officer Drayton Vogel attended a training seminar hosted by the SAVE Coalition.

GIS Activities

- Mapping operations supporting development & public improvements
- Deployment of ESRI Solutions for Public polling operations for testing/development
- Replacement of data services and apps in response to performance & security updates
- Supply of cartographic maps and data delivery as requested
- Addressing operations
- Improvements to horizontal accuracy of built features from imagery
- QA/QC and administrative operations of SQL database server and ArcGIS Enterprise
- GIS coordination and update of external data references
- Attendance of MidAmerica Geographic Information Consortiums (MAGIC) Biennial Symposium
- Software/hardware research for budget purposes

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: RAYMORE	Reporting Period: Apr 1, 2022 - Apr 30, 2022	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: ANGIE R DAVIS		E-mail Address: adavis@courts.mo.gov		
Municipal Judge: Ross Nigro				
II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		54	1,118	613
B. Cases (citations/informations) filed		1	78	35
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		2	54	25
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	19	0
6. dismissed by court		0	4	2
7. <i>nolle prosequi</i>		0	3	5
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		2	80	35
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		53	1,116	613
E. Trial de Novo and/or appeal applications filed		0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS		
1. # Issued during reporting period	201	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	42	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	976			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: RAYMORE	Reporting Period: Apr 1, 2022 - Apr 30, 2022
--------------------------	-----------------------	--

<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$9,380.50	Court Automation	\$686.64
Clerk Fee - Excess Revenue	\$852.00	Law Enf Arrest Costs-E/R	\$100.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$26.27	Overpayments Detail Code	\$100.00
Bond forfeitures (paid to city) - Excess Revenue	\$1,839.00	Total Other Disbursements	\$886.64
Total Excess Revenue	\$12,097.77	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$19,971.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$1,499.00
		Total Disbursements	\$21,470.50
Fines - Other	\$5,062.50		
Clerk Fee - Other	\$325.09		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$98.09		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$699.39		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$10.02		
Law Enforcement Training (LET) Fund surcharge	\$198.00		
Domestic Violence Shelter surcharge	\$396.00		
Inmate Prisoner Detainee Security Fund surcharge	\$198.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$6,987.09		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

I. COURT INFORMATION	Municipality: RAYMORE	Reporting Period: April, 2022
-----------------------------	-----------------------	-------------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 0.00		\$
Clerk Fee - Excess Revenue	\$ 0.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 0.00		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
Total Excess Revenue	\$ 0.00		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 518.00		\$
Clerk Fee - Other	\$ 36.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 3.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 21.39		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 1.11		\$
Law Enforcement Training (LET) Fund surcharge	\$ 6.00		\$
Domestic Violence Shelter surcharge	\$ 12.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 6.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 0.00		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
Total Other Revenue	\$ 603.50	Total Other Disbursements	\$ 0.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 603.50
	\$	Bond Refunds	\$ 60.00
	\$	Total Disbursements	\$ 663.50

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

Fax: 573-526-0338

E-mail: MunicipalDivision.Reports@courts.mo.gov

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: RAYMORE		Reporting Period: April, 2022	
Mailing Address: 100 MUNICIPAL CIRCLE	Software Vendor: Tyler Technologies		
Physical Address: 100 MUNICIPAL CIRCLE	County CASS COUNTY	Circuit: 17	
Telephone Number: (816) 331-1712	Fax Number: (816) 331-0634		
Prepared By: ANGELA DAVIS	E-mail Address raymorecourt@raymore.com	iNotes <input type="checkbox"/>	
Municipal Judge(s): ROSS C. NIGRO JR.	Prosecuting Attorney: WILLIAM MARSHALL II		
II. MONTHLY CASELOAD INFORMATION			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	52	1,089	620
B. Cases (citations / informations) filed	0	0	0
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	1	0
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
6. dismissed by court	0	0	0
7. nolle prosequi	0	0	11
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	1	11
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	52	1,088	609
E. Trial de Novo and / or appeal applications filed	0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	22	# Issued during period	0
2. # Served/withdrawn during reporting period	21	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	884		

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

OSCA Help Desk: 1-888-541-4894

Fax: 573-526-0338

E-mail: MunicipalDivision.Reports@courts.mo.gov

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, APRIL 25, 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 7:00 p.m.

2. Roll Call

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

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. He noted that four employees attended the Public Works Institute to earn credit towards an 18-month leadership program.

Communications Manager Melissa Harmer stated she visited Foxwood Springs TV today and will visit with Silverlake HOA tomorrow. She provided information on upcoming Arts Commission activities.

City Planner Dylan Eppert provided an update on the Comprehensive Plan. He noted a meeting with the Planning and Zoning Commission to hear their feedback on the future land use plan. An interactive map to obtain comments from the community is being planned. He answered questions from Council.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. He announced that TB Hanna Station Park won the American Public Works Association's Public Works Project of the Year Structure Small Cities/Rural Communities for 2022. He answered questions from Council.

City Manager Jim Feuerborn announced items for the May 2 work session. He stated the developer for the Johnston Drive Reimbursement Agreement (Unfinished Business Item C) has asked for the agreement to be tabled pending the completion of the engineering study.

7. Committee Reports

8. Consent Agenda

- A. City Council Regular Meeting minutes, April 11, 2022
- B. City Council Special Meeting minutes, April 11, 2022
- C. Resolution 22-13: Disposal of Surplus Property

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

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

9. Unfinished Business

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

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 second reading of Bill 3708 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3708 as **Raymore**

City Ordinance 2022-031.

B. Allera PUD Rezoning and Preliminary Development Plan

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 second reading of Bill 3709 by title only.

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

DISCUSSION: Councilmember Holman noted that the nay vote on this item at the last meeting is not appropriate for a rezoning application.

Councilmember Berendzen stated he feels we don't have to allow developers to put as many homes as possible in a development and can't see what we are getting in exchange for allowing the rezoning.

Councilmember Townsend stated the current plan for this land included none of the amenities that are included in this proposed development. He feels it is a much better product than the previous plan.

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

Mayor Turnbow announced the motion carried and declared Bill 3709 as **Raymore City Ordinance 2022-032.**

C. Johnston Drive Reimbursement Agreement

MOTION: By Councilmember Townsend, second by Councilmember Holman to table Bill 3710 until a date set by staff.

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 3705: "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 second reading of Bill 3705 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3705 as **Raymore City Ordinance 2022-033**.

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

BILL 3706: "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 second reading of Bill 3706 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3706 as **Raymore City Ordinance 2022-034**.

F. Budget Amendment: HVAC Replacement

BILL 3707: "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 second reading of Bill 3707 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3707 as **Raymore City Ordinance 2022-035**.

10. New Business

A. Selection of Mayor Pro Tempore

Section 3.4 of the City Charter, Mayor Pro Tempore, provides that 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.

Mayor Turnbow asked for nominations for Mayor Pro Tempore.

Councilmember Berendzen nominated Councilmember Abdelgawad.

Councilmember Holman nominated Councilmember Townsend

Councilmembers Abdelgawad and Townsend accepted the nominations.

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

Mayor Turnbow announced Councilmember Townsend has been selected to serve as Mayor Pro Tempore.

B. Governing Body Members on Planning and Zoning Commission

Section 465.020 (B) (4) of the Unified Development Code of the City Code provides that the Council shall designate whether or not it shall have a member serve on the Planning & Zoning Commission and the Mayor shall designate if they choose to be a member of the Commission and any such member shall serve for a one year term. Councilmember Holman recommended continuing with Mayor Turnbow on the Planning & Zoning Commission. Mayor Turnbow stated he would continue to serve on the Planning and Zoning Commission. He asked the Council if they wished to designate a member to serve on the Planning and Zoning Commission. Consensus was received that a member of the Council would not serve on the Planning and Zoning Commission.

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

BILL 3717: "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."

City Clerk Erica Hill conducted the first reading of Bill 3717 by title only.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. 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 February 28, 2022.

City Manager Jim Feuerborn stated this has been brought forward due to a customer that applied for the program. The City of Raymore is required to approve the agreement in order for customers to be eligible. He answered questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3717 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 Liddle Sports Shop - Screen Printing and Embroidery

BILL 3715: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LIDDLE SPORTS SHOP TO PROVIDE SCREEN-PRINTING AND EMBROIDERY SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3715 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. 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 Liddle 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 Liddle Sport Shop of Lee's Summit is found to be the lowest, best, most responsive bid.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3715 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 Pepsi Beverages Company - Beverage Vending and Supply Services

BILL 3716: "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."

City Clerk Erica Hill conducted the first reading of Bill 3716 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. 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.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3716 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. Contract for Real Estate Purchase - Firing Range Property

BILL 3720: "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."

City Clerk Erica Hill conducted the first reading of Bill 3720 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. 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 Council placed adequate funding in the restricted revenue account to allow for the land purchase.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3720 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

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

BILL 3711: "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."

City Clerk Erica Hill conducted the first reading of Bill 3711 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. 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 April 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.

Special Council Sid Douglas reviewed the process of Chapter 100 bonds. The developer purchases the bonds so there is no public bond sale. The City has no financial exposure to the project.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3711 by title only.

DISCUSSION: Councilmember Holman asked if this process has previously been agreed to and if there have been any significant changes. Mr. Zerr stated it has been previously agreed to and there have been no changes.

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

H. MARC Regional Preventative Maintenance Program

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."

City Clerk Erica Hill conducted the reading of Resolution 22-14 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. Mid-America Regional Council is administering the Missouri Regional Preventative Maintenance (RPM) program using Missouri Coronavirus Response and Relief Supplemental Appropriations Act funds. 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.

City Manager Jim Feuerborn stated Council has budgeted in this current cycle \$600,000 for curb repair, \$800,000 for street preservation, and \$200,000 for maintenance of thoroughfare routes street preservation. Accepting these funds will bring the total amount for street maintenance and repair to over \$1,700,000.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 22-14 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 congratulated the Parks & Recreation Department on their awards and the success of their programs, congratulated Councilmember Townsend on being chosen as Mayor Pro Tem, and thanked staff for the work they do for the City.

Councilmember Wills thanked Ms. Harmer for keeping lines of communication open with the community.

Councilmember Burke noted his participation at Ray-Pec Senior presentation night.

Councilmember Barber thanked Animal Control for their assistance and thanked Mr. Gress for his interactions with citizens regarding development projects.

Councilmember Berendzen explained his nay votes. He feels these projects are not what his constituents want for the City.

Councilmember Townsend thanked Council for choosing him as Mayor Pro Tempore and noted ways council members can be available to their Wards.

Councilmember Forster is eager to see the comprehensive plan online map.

Mayor Turnbow thanked staff for their presentation to the Planning & Zoning Commission on the Comprehensive Plan.

MOTION: By Councilmember Townsend, second by Councilmember Holman to adjourn to Executive Session to discuss real estate acquisition matters and personnel matters as authorized by §610.021 (2) and (3).

ROLL CALL 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 regular meeting of the Raymore City Council adjourned to Executive Session at 8:01 p.m.

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 regular meeting of the Raymore Council adjourned at 8:49 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished 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 voluntary 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	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

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
 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
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
 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
 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
- *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
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

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:

VARIES 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	Ferzco 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 Pant + company	6 ⁰⁶	N/A
	Visors	Pant + 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	P&R are not buying these anymore N/A	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.

Dunn Right LLC
Company Name

[Signature]
Signature

Name: John Dunn

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
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/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.

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)

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) Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Price
_____	\$ 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) Description (e.g. Cola, Diet Cola, Non-Cola, Other)	Price
_____	\$ _____ /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.

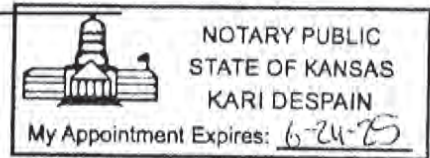
4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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: _____

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: _____

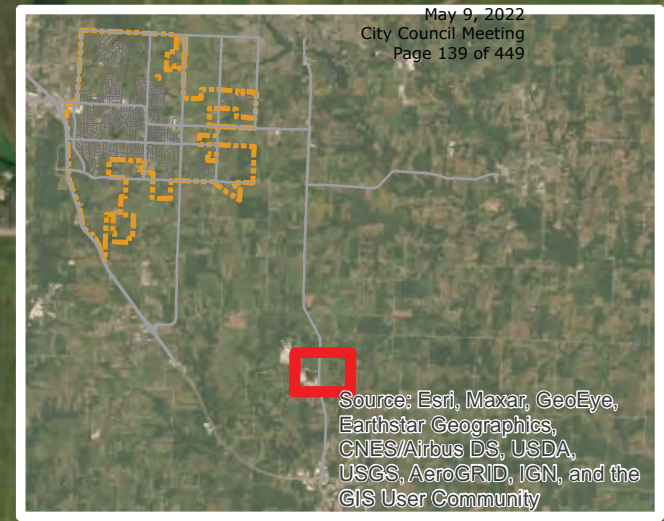
BUYER

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

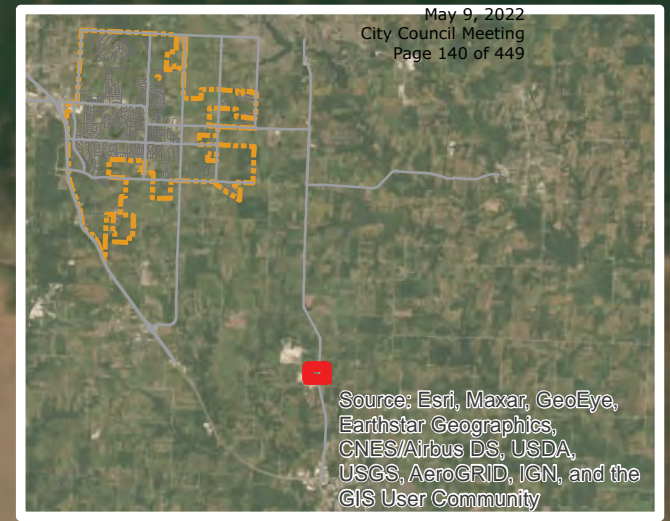


Subject Property
40 acres

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, 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

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



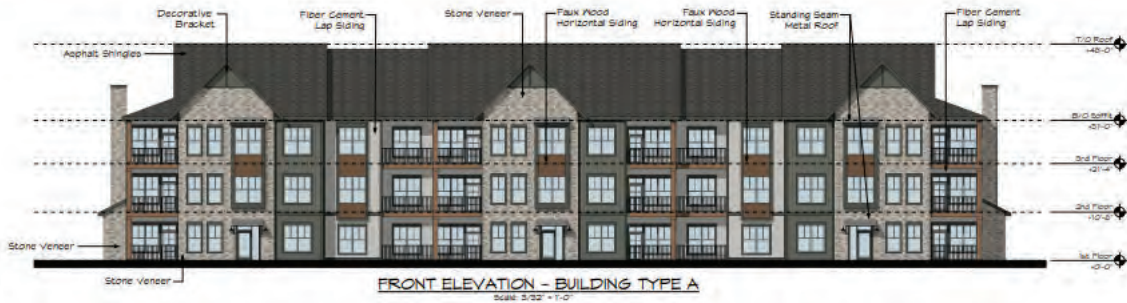
VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING BACK ELEVATION



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

TABLE OF CONTENTS

Page

Parties
Recitals
Granting Clauses

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms
Section 102. Rules of Interpretation

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds
Section 202. Nature of Obligation
Section 203. Denomination, Number and Dating of the Bonds
Section 204. Method and Place of Payment of Bonds
Section 205. Execution and Authentication of Bonds
Section 206. Registration, Transfer and Exchange of Bonds
Section 207. Persons Deemed Owners of Bonds
Section 208. Authorization of the Bonds
Section 209. Mutilated, Lost, Stolen or Destroyed Bonds
Section 210. Cancellation and Destruction of Bonds Upon Payment

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds
Section 302. Effect of Call for Redemption
Section 303. Notice of Redemption

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds

- Section 502. Deposits into the Project Fund
- Section 503. Disbursements from the Project Fund
- Section 504. Completion of the Project
- Section 505. Deposits into and Disbursements from the Costs of Issuance Fund
- Section 506. Disposition Upon Acceleration

ARTICLE VI

REVENUES AND FUNDS

- Section 601. Deposits Into the Bond Fund
- Section 602. Application of Moneys in the Bond Fund
- Section 603. Payments Due on Days Other than Business Days
- Section 604. Nonpresentment of Bonds
- Section 605. Repayment to the Company from the Bond Fund

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

- Section 701. Moneys to be Held in Trust
- Section 702. Investment of Moneys in Project Fund and Bond Fund
- Section 703. Record Keeping

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

- Section 801. Payment of Principal and Interest
- Section 802. Authority to Execute Indenture and Issue Bonds
- Section 803. Performance of Covenants
- Section 804. Instruments of Further Assurance
- Section 805. Recordings and Filings
- Section 806. Inspection of Project Books
- Section 807. Enforcement of Rights Under the Lease
- Section 808. Subordination of Indenture to the Lease

ARTICLE IX

DEFAULT AND REMEDIES

- Section 901. Events of Default; Notice; Opportunity to Cure
- Section 902. Acceleration of Maturity in Event of Default; Rescission
- Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession
- Section 904. Appointment of Receivers in Event of Default
- Section 905. Exercise of Remedies by the Trustee
- Section 906. Limitation on Exercise of Remedies by Owners
- Section 907. Right of Owners to Direct Proceedings
- Section 908. Application of Moneys in Event of Default
- Section 909. Remedies Cumulative
- Section 910. Waivers of Events of Default

ARTICLE X

THE TRUSTEE

- Section 1001. Acceptance of the Trusts
- Section 1002. Fees, Charges and Expenses of the Trustee
- Section 1003. Notice to Owners if Default Occurs
- Section 1004. Intervention by the Trustee
- Section 1005. Successor Trustee Upon Merger, Consolidation or Sale
- Section 1006. Resignation of Trustee
- Section 1007. Removal of Trustee
- Section 1008. Appointment of Successor Trustee
- Section 1009. Vesting of Trusts in Successor Trustee
- Section 1010. Right of Trustee to Pay Taxes and Other Charges
- Section 1011. Trust Estate May be Vested in Co-Trustee
- Section 1012. Accounting
- Section 1013. Performance of Duties Under the Lease

ARTICLE XI

SUPPLEMENTAL INDENTURES

- Section 1101. Supplemental Indentures Not Requiring Consent of Owners
- Section 1102. Supplemental Indentures Requiring Consent of Owners
- Section 1103. Company's Consent to Supplemental Indentures
- Section 1104. Opinion of Counsel

ARTICLE XII

SUPPLEMENTAL LEASES

- Section 1201. Supplemental Leases Not Requiring Consent of Owners
- Section 1202. Supplemental Leases Requiring Consent of Owners
- Section 1203. Opinion of Counsel

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

- Section 1301. Satisfaction and Discharge of this Indenture
- Section 1302. Bonds Deemed to be Paid

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- Section 1401. Consents and Other Instruments by Owners
- Section 1402. Limitation of Rights Under this Indenture
- Section 1403. Notices
- Section 1404. Severability
- Section 1405. Execution in Counterparts

Section 1406. Governing Law
Section 1407. Electronic Storage

Signatures and Seals

S-1

Exhibit A - Project Site
Exhibit B - Project Improvements
Exhibit C - Form of Bonds
Exhibit D - Form of Representation Letter

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



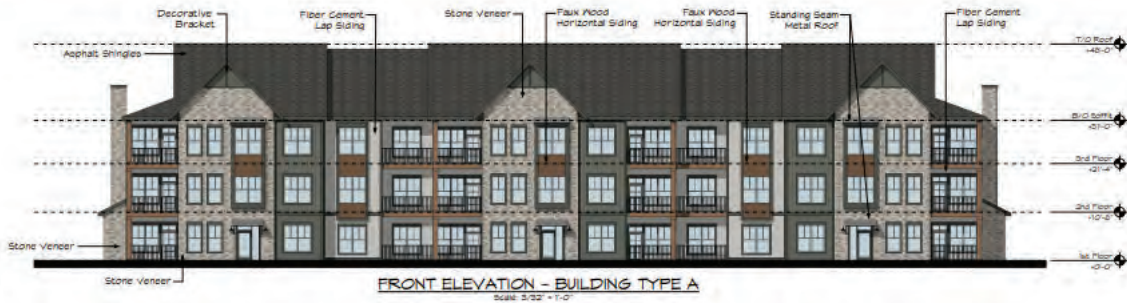
VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING BACK ELEVATION



VIEW LOOKING AT CLUBHOUSE FRONT ELEVATION



VIEW LOOKING AT FITNESS BUILDING FRONT ELEVATION



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

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

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

- Section 1.1. Definitions of Words and Terms
- Section 1.2. Rules of Interpretation
- Section 1.3. Acceptance of Indenture

ARTICLE II

REPRESENTATIONS

- Section 2.1. Representations by the City
- Section 2.2. Representations by the Company

ARTICLE III

GRANTING PROVISIONS

- Section 3.1. Granting of Leasehold Estate
- Section 3.2. Lease Term
- Section 3.3. Possession and Use of the Project
- Section 3.4. Title to the Project; Phase I Environmental Report

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

- Section 4.1. Issuance of the Bonds
- Section 4.2. Construction and Improvement of the Project
- Section 4.3. Project Costs
- Section 4.4. Payment for Project Costs
- Section 4.5. Establishment of Completion Date
- Section 4.6. Surplus or Deficiency in Project Fund.
- Section 4.7. Project Property of City
- Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company
- Section 4.9. Environmental Matters.

ARTICLE V

RENT PROVISIONS

- Section 5.1. Basic Rent
- Section 5.2. Additional Rent.
- Section 5.3. Obligations of Company Absolute and Unconditional
- Section 5.4. Prepayment of Basic Rent

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

- Section 6.1. Maintenance and Repairs
- Section 6.2. Taxes, Assessments and Other Governmental Charges
- Section 6.3. Utilities.
- Section 6.4. Property Tax Exemption.

ARTICLE VII

INSURANCE

- Section 7.1. Title Report
- Section 7.2. Property Insurance
- Section 7.3. Commercial General Liability Insurance
- Section 7.4. Workers' Compensation
- Section 7.5. Blanket Insurance Policies; Self-Insurance
- Section 7.6. Certificate of Compliance

ARTICLE VIII

ALTERATION OF THE PROJECT

- Section 8.1. Additions, Modifications and Improvements to the Project
- Section 8.2. Additional Improvements on the Project Site
- Section 8.3. Permits and Authorizations
- Section 8.4. Mechanics' Liens

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

- Section 9.1. Damage or Destruction
- Section 9.2. Condemnation
- Section 9.3. Bondowner Approval

ARTICLE X

SPECIAL COVENANTS

- Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification
- Section 10.2. Surrender of Possession
- Section 10.3. City's Right of Access to the Project
- Section 10.4. Granting of Easements; Mortgages and Financing Arrangements
- Section 10.5. Indemnification of City and Trustee
- Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits
- Section 10.7. Company to Maintain its Corporate Existence.
- Section 10.8. Security Interests.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

- Section 11.1. Option to Purchase the Project
- Section 11.2. Conveyance of the Project
- Section 11.3. Relative Position of Option and Indenture
- Section 11.4. Obligation to Purchase the Project

ARTICLE XII

DEFAULTS AND REMEDIES

- Section 12.1. Events of Default
- Section 12.2. Remedies on Default
- Section 12.3. Survival of Obligations
- Section 12.4. Performance of the Company's Obligations by the City
- Section 12.5. Rights and Remedies Cumulative
- Section 12.6. Waiver of Breach
- Section 12.7. Trustee's Exercise of the City's Remedies

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

- Section 13.1. Assignment; Sublease
- Section 13.2. Assignment of Revenues by City
- Section 13.3. Prohibition Against Fee Mortgage of Project
- Section 13.4. Restrictions on Sale or Encumbrance of Project by City

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

- Section 14.1. Amendments, Changes and Modifications

ARTICLE XV

MISCELLANEOUS PROVISIONS

- Section 15.1. Notices.
- Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals
- Section 15.3. Net Lease
- Section 15.4. Limitation on Liability of City
- Section 15.5. Governing Law
- Section 15.6. Binding Effect
- Section 15.7. Severability
- Section 15.8. Execution in Counterparts
- Section 15.9. Electronic Storage
- Section 15.10. Satisfaction of Company's Obligations
- Section 15.11. Complete Agreement

Signatures and Seal

S-1

Exhibit A - Project Site

Exhibit B - Project Improvements

Exhibit C - Form of Requisition Certificate

Appendix I: Performance Agreement

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



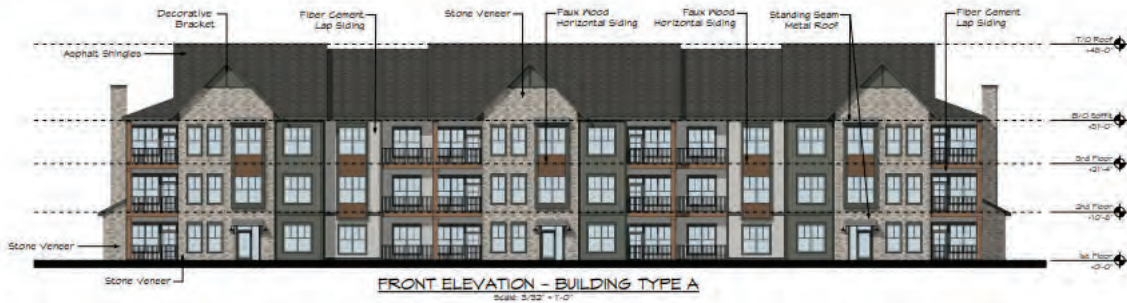
VIEW LOOKING AT TYPICAL 3-STORY APARTMENT BUILDING BACK ELEVATION



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>
--------------------------	--------------------	---------------

New Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: May 9, 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 3713: Award of Contract, Sands Construction, LLC

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride.

FINANCIAL IMPACT

Award To:	Sands Construction
Amount of Request/Contract:	\$480,070.85
Amount Budgeted:	\$500,000
Funding Source/Account#:	Park GO Bond

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 2022	September 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue called for improvements on the west side of Hawk Ridge Park.

In February, staff advertised a request for proposals for improvements that included a new parking lot, exercise trail around the soccer fields, permanent port-a-pot structure, water fountain and irrigation access. Two alternate bid requests were included in the bid (a loop drive that connected Johnston Parkway to Laurus Drive running through the park and concrete trails in lieu of asphalt) that are not recommended at this time due to budget constraints.

Four proposals were received:

Sands Construction
Mega KC Corporation
Paritrave Innovations
Primetime

Sands Construction was the lowest and most responsive with a base bid of \$480,070.85. All other responses exceeded the project budget.

BILL 3713

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SANDS CONSTRUCTION LLC FOR THE WEST HAWK RIDGE PARK IMPROVEMENTS IN THE AMOUNT OF \$480,070.85.”

WHEREAS, the 2020 General Obligation Bond Issue included improvements on the west side of Hawk Ridge Park; and,

WHEREAS, staff competitively bid the improvement projects; and,

WHEREAS, Sands Construction, LLC is the best, most responsive bid.

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 an agreement (Exhibit A) with Sands Construction LLC for improvements to the west side of Hawk Ridge Park.

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 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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

WEST HAWK RIDGE PARK IMPROVEMENTS

This Contract for West Hawk Ridge Park Improvements, hereafter referred to as the **Contract** is made this 23rd day of May, 2022, between Sands Construction LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at Leavenworth, Kansas, 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 23, 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 22-386-201 and the General Terms and Conditions in Appendix C, 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

The work shall take a maximum of 120 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner 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 work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$480,070.85.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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.

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

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

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to 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, tools, 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 by the Contractor 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 or vendor with the necessary and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor 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 (but not simply frustration 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 a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City 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 their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

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 subcontractors 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 subcontractors 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) if the project is over \$75,000. 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 CANCELLATION AND/OR 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 email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City may each agree to 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 guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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 the bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

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" 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)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

West Hawk Ridge Park Improvements

SCOPE OF SERVICES

The firm selected will be responsible for providing construction services associated with the site plans. This includes but is not limited to parking improvements, walking trails, general grading, road construction, water connections and a portable restroom enclosure.

Contractors will be expected to meet with staff and design consultants throughout the project.

1) SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, 2021 Missouri Standard Specifications for Highway Construction and revisions effective January 1, 2022, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 and all subsequent revisions. If a conflict exists between the specifications, the more stringent shall prevail.

2) PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules for only the West Hawk Ridge Park Improvements, with or without consideration of any alternatives.

The City of Raymore reserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction, or deletion.

3) PROJECT COMPLETION AND SCHEDULE

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

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 shall be amended to include the following:

Contractor shall complete work within **120** calendar days of execution of the Notice to Proceed.

4) ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5) GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6) ADDITIONAL INFORMATION

6.1) Project is tax exempt.

CITY OF RAYMORE, MISSOURI RFP # 22-386-201

Appendix B - Special Provisions

SFS / 211082

Hawk Ridge Park

SECTION 05 5000 METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2014 (2015 Errata).
- B. ALI A14.3 - Ladders - Fixed - Safety Requirements 2014.
- C. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2014.
- D. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2020.
- E. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- F. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates 2018.
- G. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength 2014 (Editorial 2017).
- H. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing 2021.
- I. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- J. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- K. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2014.
- L. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2013.
- M. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2012.
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel 2015, with Errata (2016).
- O. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel 2017.
- P. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 1999 (Ed. 2004).
- Q. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic") 2002 (Ed. 2004).
- R. SSPC-SP 2 - Hand Tool Cleaning 2018.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.
- D. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

Hawk Ridge Park

SFS / 211082

1.05 QUALITY ASSURANCE

- A. Design metal fabrications under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- E. Fasteners: As detailed or required for indicated applications.
- F. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- G. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- H. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- I. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FINISHES - STEEL

- A. Prime paint steel items.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.
- E. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements. Provide minimum 1.7 oz/sq ft galvanized coating. (Provide minimum 530 g/sq m galvanized coating.)
- F. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.

2.04 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

SFS / 211082

Hawk Ridge Park

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain approval prior to site cutting or making adjustments not scheduled.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 06 2000
FINISH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.
- B. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

- A. Section 09 9113 - Exterior Painting: Painting of finish carpentry items.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/MI (AWS) - Architectural Woodwork Standards, 2nd Edition 2014, with Errata (2016).
- B. AWMAC/MI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 4.0 2021.
- C. AWPA U1 - Use Category System: User Specification for Treated Wood 2018.
- D. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood 2016.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide manufacturer's product data, storage and handling instructions for factory-fabricated units.
 - 2. Provide instructions for attachment hardware and finish hardware.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Scale of Drawings: 1-1/2 inch to 1 foot (125 mm to 1 m), minimum.
 - 2. Provide information as required by AWI/AWMAC/MI (AWS) or AWMAC/MI (NAAWS).
- D. Samples: Submit two samples of each specified wood material 12 inches long.
 - 1. Coordinate finish with Division 09 and submit one finished and one unfinished sample of each specified wood material.

1.06 QUALITY ASSURANCE

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect from moisture damage.
- B. Handle materials and products to prevent damage to edges, ends, or surfaces.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/MI (AWS) or AWMAC/MI (NAAWS), unless noted otherwise.
 - 1. Exterior Carpentry: Custom Grade.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Exterior Woodwork Items:

Finish Carpentry

Bid Documents
1/7/2022

06 2000 - 1

Hawk Ridge Park

SFS / 211082

1. Exterior Wood Slats: Western Red Cedar; Shop stained and sealed, and field finished as specified.

2.02 LUMBER MATERIALS

- A. Softwood Lumber: PS 20; Western Red Cedar species, plain, rough sawn to match Existing, maximum moisture content of 10 percent; with flat grain, of quality suitable for transparent finish.

2.03 FASTENINGS

- A. Fasteners for Exterior Applications: Provide Type 316 Stainless steel; tamper resistant; length required to penetrate wood substrate 1-1/2 inch (38 mm) minimum.

2.04 ACCESSORIES

- A. Primer: Alkyd primer sealer.
- B. Wood Filler: Solvent base, tinted to match surface finish color.

2.05 WOOD TREATMENT

- A. Factory-Treated Lumber: Comply with requirements of AWWPA U1 - Use Category System for pressure impregnated wood treatments determined by use categories, expected service conditions, and specific applications.
- B. Wood Preservative by Pressure Treatment (PT Type): Provide AWWPA U1 treatment using waterborne preservative with 0.25 percent retainage.
- C. Redry wood after pressure treatment to maximum 12 percent moisture content.

2.06 SITE FINISHING MATERIALS

- A. Field Finishing: See Section 09 9123.

2.07 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.08 SHOP FINISHING

- A. Apply wood filler in exposed nail and screw indentations.
- B. On items to receive transparent finishes, use wood filler that matches surrounding surfaces and is of type recommended for the applicable finish.
- C. Finish work in accordance with AWI/AWMAC/MI (AWS) or AWMAC/MI (NAAWS), Section 5 - Finishing for grade specified and as follows:
 1. Transparent:
 - a. System - 12, Polyurethane, Water-based.
 - b. Stain: As selected by Architect.
 - c. Sheen: Satin.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 INSTALLATION

- A. Install custom fabrications in accordance with AWI/AWMAC/MI (AWS) or AWMAC/MI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim to conceal larger gaps.

SFS / 211082

Hawk Ridge Park

- D. Install components with nails at [] inch on center (nails at [] mm on center).
- E. Install hardware in accordance with manufacturer's written instructions.

3.03 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Site Finishing: See Section 09 9113 and 09 9123.
- C. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.

3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch (1.6 mm).
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch (0.79 mm).

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 07 6200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2017a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2017.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2014a.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free 2007, with Editorial Revision (2012).
- E. CDA A4050 - Copper in Architecture - Handbook current edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 6 by 6 inch in size illustrating metal finish color.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.06 WARRANTY

- A. Correct defective work within a five year period after Date of Substantial Completion. Defective work includes failure of watertightness and/or seals.
- B. Provide 20 year manufacturer warranty for prefinished sheet metal materials. Warranty shall include degradation of metal finish.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239 inch) (0.61 mm) thick base metal.
- B. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

Hawk Ridge Park

SFS / 211082

3. Applications: Flashings and counterflashings exposed to public view, and where specifically indicated on Drawings.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Fabricate cleats and starter strips of same material as sheet, one gage thickness heavier than exposed sheet, and interlockable with exposed sheet.
 1. Provide continuous cleat strips for metal copings and flashings.
- C. Form pieces in longest possible lengths.
- D. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- E. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- F. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- G. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- H. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing materials. Return and brake edges.

2.03 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; translucent.
- E. Plastic Cement: ASTM D4586/D4586M, Type I.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 07 7200
ROOF ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Snow guards.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
 - 1. Snow Guards: Submit design calculations for loadings and spacings based on manufacturer testing.
 - 2. Submit shop drawings sealed and signed by a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- D. Warranty Documentation:
 - 1. Submit manufacturer warranty.
 - 2. Ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 3. Submit documentation that roof accessories are acceptable to roofing manufacturer, and do not limit the roofing warranty.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 SNOW GUARDS

- A. Fence Type Snow Guard: Continuous snow guard; manufacturer's standard pipe, bar, channel, or solid rod, set in brackets or posts, with optional plates and metal trim to match roof.
 - 1. Brackets: Aluminum.
 - a. Basis-of-Design: Metal Roof Innovations, Ltd. S-5!, VersaBracket-67.
 - 2. Products:
 - a. Metal Roof Innovations, Ltd. S-5! Attachment Solutions; ColorGard: www.s-5.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.

Hawk Ridge Park

SFS / 211082

- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.04 CLEANING

- A. Clean installed work to like-new condition.

3.05 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 07 9200
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015.
- B. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants 2015a.
- C. ASTM C834 - Standard Specification for Latex Sealants 2014.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2014a.
- E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2016.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- G. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2008 (Reapproved 2012).
- H. ASTM C1311 - Standard Specification for Solvent Release Sealants 2014.
- I. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2002 (Reapproved 2013).
- J. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- B. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver to manufacturer sufficient samples for testing.

Hawk Ridge Park

SFS / 211082

5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 1. Adhesives Technology Corporation: www.atcepoxy.com/#sle.
 2. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 3. Bostik Inc: www.bostik-us.com/#sle.
 4. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 5. Hilti, Inc: www.us.hilti.com/#sle.
 6. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com/#sle.
 7. Pecora Corporation: www.pecora.com.
 8. QUIKRETE Companies: www.quikrete.com/#sle.
 9. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 10. Sika Corporation: www.usa-sika.com/#sle.
 11. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 12. W.R. Meadows, Inc: www.wrmeadows.com.
 13. Substitutions: See Section 01 6000 - Product Requirements.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.
 1. Adhesives Technology Corporation: www.atcepoxy.com/#sle.
 2. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 3. Bostik Inc: www.bostik-us.com/#sle.
 4. Dayton Superior Corporation: www.daytonsuperior.com/#sle.
 5. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 6. Pecora Corporation: www.pecora.com.
 7. QUIKRETE Companies: www.quikrete.com/#sle.
 8. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 9. Sika Corporation: www.usa-sika.com/#sle.
 10. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 11. W.R. Meadows, Inc: www.wrmeadows.com.
 12. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between different exposed materials.
 - c. Other joints indicated below.
 2. Do not seal the following types of joints.
 - a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.

SFS / 211082

Hawk Ridge Park

- b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - c. Joints where installation of sealant is specified in another section.
 - d. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
 - 2. Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing.
 - 3. Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane "traffic-grade" sealant.

2.03 JOINT SEALANTS - GENERAL

- A. Colors: As selected from Manufacturer's full line, unless otherwise specified.

2.04 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
- 1. Movement Capability: Plus and minus 50 percent, minimum.
 - 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 - 4. Color: To be selected by Architect from manufacturer's standard range.
 - 5. Service Temperature Range: Minus 20 to 180 degrees F (Minus 29 to 82 degrees C).
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: To be selected by Architect from manufacturer's custom range.
- C. Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface .
- 1. Movement Capability: Plus and minus 35 percent, minimum.
 - 2. Color: To be selected by Architect from manufacturer's custom range.
- D. Polysulfide Sealant for Continuous Water Immersion: Polysulfide; ASTM C920, Grade NS, Uses M and A; single component; explicitly approved by manufacturer for continuous water immersion; not expected to withstand traffic.
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Color: To be selected by Architect from manufacturer's custom range.
- E. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
- F. Butyl Sealant: Solvent-based; ASTM C1311; single component, nonsag; not expected to withstand continuous water immersion or traffic.
- 1. Color: To be selected by Architect from manufacturer's standard range.
- G. Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, non-sag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.

2.05 SELF-LEVELING SEALANTS

- A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
 - 3. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).

Hawk Ridge Park

SFS / 211082

2.06 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
 - 2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type C - Closed Cell Polyethylene.
 - 3. Open Cell: 40 to 50 percent larger in diameter than joint width.
 - 4. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

SFS / 211082

Hawk Ridge Park

3.05 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 09 9113
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- C. Paint Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 8 by 10 inches in size.
- D. Transparent Finish Samples: For each type of finish system and in each color and gloss of finish required. Submit on representative samples of actual wood substrates, 8 inches long.
 - 1. Apply coats on samples in steps to show each coat required for system.
 - 2. Label each coat of each sample.
 - 3. Label each sample for location and application area.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon (4 L) of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

Exterior Painting

Bid Documents
1/7/2022

09 9113 - 1

Hawk Ridge Park

SFS / 211082

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience and approved by manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com.
 - 2. Benjamin Moore & Co.: www.benjaminmoore.com
 - 3. Diamond Vogel Paints: www.diamondvogel.com/#sle.
 - 4. PPG Paints: www.ppgpaints.com/#sle.
- C. Transparent Finishes:
 - 1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com
 - 2. Benjamin Moore & Co.: www.benjaminmoore.com
 - 3. Diamond Vogel Paints: www.diamondvogel.com/#sle.
 - 4. PPG Paints Flood Exterior Transparent Finishes: www.flood/sle.
- D. Primer Sealers: Same manufacturer as top coats.
- E. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

SFS / 211082

Hawk Ridge Park

- C. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Light Industrial Coating, Water Based; MPI #163.
 - a. Products:
 - 1) Behr Premium Interior/Exterior Direct-To-Metal Paint Semi-Gloss [No. 3200]. (MPI #163)
 - 2) PPG Paints Pitt-Tech Plus WB DTM Industrial Enamel, 90-1210 Series, Semi-Gloss. (MPI #163)
 - 3) Substitutions: Section 01 6000 - Product Requirements.
- B. Wood, Transparent, Varnish, No Stain:
 - 1. Flat: One coat of varnish; Basis-of-Design: Benjamin Moore, Arborcoat, Waterborne Exterior Translucent Stain, 623 Series. (MPI #33).

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 - 1. Water Based Primer for Galvanized Metal; MPI #134.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 2. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Exterior Wood Surfaces to Receive Transparent Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior caulking compound after prime coat has been applied. Back prime concealed surfaces before installation.

Hawk Ridge Park

SFS / 211082

3.03 APPLICATION

- A. Exterior Wood to Receive Transparent Finish: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess filler material from surface.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 10 1400
SIGNAGE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building identification (Dimensional Letter) signs.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Samples: Submit one sample of each type of sign, of size similar to that required for project, illustrating sign style, font, and method of attachment.
- D. Manufacturer's Installation Instructions: Include installation templates and attachment devices.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Package signs as required to prevent damage before installation.

PART 2 PRODUCTS

2.01 SIGNAGE APPLICATIONS

- A. Building Identification Signs:
 - 1. Use individual metal letters.
 - 2. Base-stud-mounted, blind-fastened, in location indicated on drawings.

2.02 DIMENSIONAL LETTERS

- A. Metal Letters:
 - 1. Metal: Fabricated Aluminum.
 - 2. Finish (Letters): Brushed, satin.
 - 3. Size: 6" tall, 1-1/2" depth.
 - 4. Mounting: Concealed screws.

2.03 ACCESSORIES

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Mounting Devices: Except as specified for each sign type, provide mounting devices specifically recommended by manufacturer for indicated application; concealed upon finished installation.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Protect from damage until Substantial Completion; repair or replace damaged items.

END OF SECTION

SFS / 211082

Hawk Ridge Park

**SECTION 13 3419
METAL BUILDING SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufacturer-engineered, shop-fabricated structural steel building frame.
- B. Metal wall and roof panels including soffits.

1.02 REFERENCE STANDARDS

- A. AISC 360 - Specification for Structural Steel Buildings 2016 (Revised 2021).
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- E. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2020.
- F. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020.
- G. IAS AC472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems 2018.
- H. MBMA (MBSM) - Metal Building Systems Manual 2019.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on profiles, component dimensions, fasteners.
- C. Shop Drawings: Indicate assembly dimensions, locations of structural members, connections; wall and roof system dimensions, panel layout, general construction details, anchors and methods of anchorage, and installation; framing anchor bolt settings, sizes, locations from datum, and foundation loads; indicate welded connections with AWS A2.4 welding symbols; indicate net weld lengths; provide professional seal and signature.
- D. Samples: Submit two samples of precoated metal panels for each color selected, 6 by 6 inch in size illustrating color and texture of finish.
- E. Manufacturer's Instructions: Indicate preparation requirements, anchor bolt placement, and similar coordination items as required for specified installation.
- F. Erection Drawings: Indicate members by label, assembly sequence, and temporary erection bracing.
- G. Manufacturer's Qualification Statement: Provide documentation showing metal building manufacturer is accredited under IAS AC472.
 - 1. Include statement that manufacturer designs and fabricates metal building system as integrated components and assemblies, including but not limited to primary structural members, secondary members, joints, roof, and wall cladding components specifically designed to support and transfer loads and properly assembled components form a complete or partial building shell.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with AISC 360 and MBMA (MBSM).
- B. Manufacturer Qualifications: Company specializing in the manufacture of products similar to those required for this project.
 - 1. Not less than five years of documented experience.

Hawk Ridge Park

SFS / 211082

- C. Erector Qualifications: Company specializing in performing the work of this section with minimum five years experience.
- D. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and no more than 12 months before start of scheduled welding work.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Provide five year manufacturer warranty for installation and finishes..
 - 1. Include coverage for exterior pre-finished surfaces to cover pre-finished color coat against chipping, cracking or crazing, blistering, peeling, chalking, or fading. Include coverage for weather tightness of building enclosure elements after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Buildings Systems:
 - 1. Basis-of-Design: Porter Corp., a Playcore company; Polygon, Monoslope: www.poligon.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ASSEMBLIES

- A. Single span rigid frame.
- B. Primary Framing: Rigid frame of rafter beams and columns, canopy beams, and wind bracing.
- C. Secondary Framing: Purlins, and other items detailed.
- D. Roof System: Preformed metal panels oriented parallel to slope, with with 2x6 tongue and groove wood structural decking, and accessory components.
- E. Roof Slope: As indicated on Drawings.

2.03 MATERIALS - FRAMING

- A. Structural Steel Members: ASTM A36/A36M.
- B. Welding Materials: Perform in accordance with AWS D1.1/D1.1M.

2.04 MATERIALS - ROOF

- A. Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A653/A653M, Designation SS (structural steel), Grade 33 (230), with G90/Z275 coating.
- B. Joint Seal Gaskets: Manufacturer's standard type.
- C. Fasteners: Manufacturer's standard type, galvanized to comply with requirements of ASTM A153/A153M, finish to match adjacent surfaces when exterior exposed.
- D. Sealant: Manufacturer's standard type.
- E. Trim, Closure Pieces, Caps, Flashings, Gutters, Downspouts, Rain Water Diverter, Fascias, and Infills: Same material, thickness and finish as exterior sheets; brake formed to required profiles.

2.05 FABRICATION - FRAMING

- A. Fabricate members in accordance with AISC 360 for plate, bar, tube, or rolled structural shapes.

2.06 FINISHES

- A. Framing Members (Structural Steel beams, Girders, and Purlins):
 - 1. Basis-of-Design: Poligon, Poli-5000 powder coat system.
 - a. Color: As selected by Architect from manufacturer's full range of colors.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Metal Roof Panels:

SFS / 211082

Hawk Ridge Park

1. Basis-of-Design: Kynar 500 Polyvinylidene fluoride (PVDF) coating system.
 - a. Color: As selected by Architect from manufacturer's full range of colors.
2. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

3.02 ERECTION - FRAMING

- A. Erect framing in accordance with AISC 360.
- B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as indicated.
- C. Set column base plates with non-shrink grout to achieve full plate bearing.
- D. Do not field cut or alter structural members without approval.
- E. After erection, prime welds, abrasions, and surfaces not shop primed.

3.03 ERECTION - WALL AND ROOF PANELS

- A. Install in accordance with manufacturer's instructions.
- B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.
- C. Fasten cladding system to structural supports, aligned level and plumb.
- D. Locate end laps over supports. End laps minimum 2 inches (50 mm). Place side laps over bearing.
- E. Provide expansion joints where indicated.
- F. Use concealed fasteners.
- G. Install sealant and gaskets, providing weather tight installation.

3.04 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from level; 1/8 inch (3 mm) from plumb.
- B. Siding and Roofing: 1/8 inch (3 mm) from true position.

END OF SECTION

CITY OF RAYMORE, MISSOURI
RFP # 22-386-201

Appendix C
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 Public Works 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 Public Works 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.

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.

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 Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. 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 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 Public Works 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 (Public Projects under \$75,000 are excluded)*

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) for each worker that 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*

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. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price 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.

T. *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 at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, 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. 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 at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, 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.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. 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 at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner 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 Owner. 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 Owner.

W. 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.

X. 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.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000, any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. 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.

***REVISED* *REVISED* BID PROPOSAL FORM E – Project No. 22-386-201**

WEST HAWK RIDGE PARK IMPROVEMENTS

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
MOBILIZATION	L.S.	1	34,000. ⁰⁰	\$ 34,000. ⁰⁰
CONSTRUCTION STAKING	L.S.	1	4,450. ⁰⁰	\$ 4,450. ⁰⁰
CLEARING, GRUBBING, AND DEMOLITION	L.S.	1	4,500	\$ 4,500. ⁰⁰
UNCLASSIFIED EXCAVATION	C.Y.	324	19. ⁰⁰	\$ 6,156. ⁰⁰
EMBANKMENT	C.Y.	1,496	10. ⁰⁰	\$ 14,960. ⁰⁰
2" ASPHALTIC CONCRETE SURFACE	S.Y.	4,853	9.40	\$ 45,618.20
4" ASPHALT BASE	S.Y.	2,931	16.10	\$ 47,189.10
6" ASPHALT BASE	S.Y.	1,922	25.00	\$ 48,050. ⁰⁰
6" AGGREGATE BASE	S.Y.	4,934	9.50	\$ 46,873. ⁰⁰
ADA RAMP	EA.	2	1580. ⁰⁰	\$ 3,160. ⁰⁰
6" CONCRETE FOR PORTABLE RESTROOM	S.Y.	81	168.90	\$ 13,680.90
2' DRY CURB AND GUTTER	L.F.	856	30.18	\$ 25,833.12
6" RIBBON CURB	L.F.	98	25.59	\$ 2,508.24
PORTABLE RESTROOM ENCLOSURE	EA.	1	116,500	\$ 116,500. ⁰⁰
24" CONCRETE STORM PIPE	L.F.	74	150. ⁰⁰	\$ 11,100. ⁰⁰
24" RCP END SECTION	EA.	2	1200. ⁰⁰	\$ 2,400. ⁰⁰
ELECTRICAL SERVICE	L.F.	328	24. ⁰⁰	\$ 7,872. ⁰⁰
SAFETY LIGHT AND POLE	EA.	1	12,362. ⁰⁰	\$ 12,362. ⁰⁰
2" WATER SERVICE LINE	L.F.	279	35. ⁰⁰	\$ 9,765. ⁰⁰
8" X 2" REDUCER	EA.	1	800. ⁰⁰	\$ 800. ⁰⁰
1.5" WATER METER	EA.	1	2,750. ⁰⁰	\$ 2,750. ⁰⁰
2" BACKFLOW PREVENTER VALVE	EA.	1	2,150. ⁰⁰	\$ 2,150. ⁰⁰
2" x 2" TEE	EA.	1	900. ⁰⁰	\$ 900. ⁰⁰
2" 90 DEGREE BEND	EA.	1	750. ⁰⁰	\$ 750. ⁰⁰
2" PLUG	EA.	1	200. ⁰⁰	\$ 200. ⁰⁰
REMOVE AND REPLACE EXISTING HYDRANT	EA.	1	4000. ⁰⁰	\$ 4000. ⁰⁰
WATER SPIGOT	EA.	1	1200. ⁰⁰	\$ 1200. ⁰⁰
PERMANENT SIGNING AND PAVEMENT MARKING	L.S.	1	2850. ⁰⁰	\$ 2850. ⁰⁰
EROSION CONTROL, SODDING AND SEEDING	L.S.	1	6192.75	\$ 6192.75
TRAFFIC CONTROL	L.S.	1	800. ⁰⁰	\$ 800. ⁰⁰
TOTAL BASE BID				\$ 480,070.³¹

✓ 25834.08
 ✓ 2507.82

\$ 480,070.85

Add Alternate #1

Bid Items	Units	Estimated Quantities	\$/Units	Total
CLEARING, GRUBBING & DEMOLITION	L.S.	1	4000	\$4,000. ⁰⁰
UNCLASSIFIED EXCAVATION	C.Y.	1,044	19. ⁰⁰	\$19,836. ⁰⁰
EMBANKMENT	C.Y.	1,965	10. ⁰⁰	\$19,650. ⁰⁰
2" ASPHALTIC CONCRETE SURFACE	S.Y.	1,788	9.40	\$16,807.20
6" ASPHALT BASE	S.Y.	1,788	25. ⁰⁰	\$44,700. ⁰⁰
6" AGGREGATE BASE	S.Y.	2,031	8.50	\$17,263.50
2' DRY CURB AND GUTTER	L.F.	1,094	30.18	\$33,015.69
6" RIBBON CURB	L.F.	1,002	25.59	\$25,645.47
ADA RAMP	EA.	1	1239.72	\$1239.72
PERMANENT SIGNING AND PAVEMENT MARKING	L.S.	1	900	\$900. ⁰⁰
EROSION CONTROL, SODDING AND SEEDING	L.S.	1	4743.75	\$4743.75
TRAFFIC CONTROL	L.S.	1	500	\$500. ⁰⁰
TOTAL ADD ALTERNATE #1				\$188,301. ⁹¹

✓ 33016.92
 ✓ 25641.18

188,298.27

Add Alternate #2

Bid Items	Units	Estimated Quantities	\$/Units	Total
4" CONCRETE SIDEWALK	S.Y.	1185	50.93	\$60,352.05
4" CONCRETE SIDEWALK AROUND FIELDS	S.Y.	1,775	50.93	\$90,400.75
2" ASPHALTIC CONCRETE SURFACE	S.Y.	-2,960	6.00	\$(17,760. ⁰⁰)
4" ASPHALT BASE	S.Y.	-2,960	7.00	\$(20,720. ⁰⁰)
TOTAL ADD ALTERNATE #2				\$112,272.80

✓

**BID PROPOSAL FORM E - RFP 22-386-201
CONTINUED**

Company Name Sands Construction LLC

By [Signature]
Authorized Person's Signature

Steve Sands - Owner
Print or type name and title of signer

Company Address _____

1284 Eisenhower Rd

Leavenworth KS 66048

Phone 913.306.4015

Fax 913.599.9216

Email Steve@sandsconstllc.com

Date 3-23-2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. _____

Addendum No. _____

Addendum No. _____



LATE BIDS CANNOT BE ACCEPTED!



PROPOSAL TABULATION
 WEST HAWK RIDGE PARK IMPROVEMENTS
 03/16/22 10:00 a.m.

	CONTRACTOR NAME	Total Base Bid	BID BOND	E-VERIFY	ADDENDUM
1	Alpaca KP Corp	576939.50	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2	Parthiv Innovations	558401.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3	Pumehene	682996.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	Sandy Construction	480070.31	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5					
6					
7					
8					
9					
10					

WITNESS: Ken Dwyer
 WITNESS: Mary Ann
 WITNESS: [Signature]

211082
 SHEET NUMBER

SITE LAYOUT

CITY OF RAYMORE
 RAYMORE MISSOURI
 SUNSET LANE & HAWK RIDGE PARK
 RAYMORE, MISSOURI

CFS ENGINEERS
 cfe.com
 1421 E. 104th Street, Ste. 109 KC MO 64131
 P: 816-333-4477 F: 816-333-6688

Sheet Revisions

Date:	Comments	Init.

Engineer
 Seal



West Hawk Ridge Park Improvements





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 9, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3714: Budget Amendment, West Hawk Ridge Park Improvements

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride.

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$60,000
Amount Budgeted:
Funding Source/Account#: Fund 47-38-8430-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: April 26, 2022
Action/Vote: 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue called for improvements on the west side of Hawk Ridge Park.

In February, staff advertised a request for proposals for improvements that included a new parking lot, exercise trail around the soccer fields, permanent port-a-pot structure, water fountain and irrigation access.

Although the contract for construction services came in under our budget of \$500,000, other expenses that include project design, geotech services, construction documents and bidding services exceeds the budget.

Project Budget:	\$500,000.00
Expenses:	-\$ 72,119.30
Construction:	-\$480,070.85
Total:	-\$52,190.15

Staff is requesting a budget amendment of \$60,000.00 to fully finance the project and proceed with construction with an allowance for contingency. This amendment is requested from the Parks GO Bond funds, \$80,000 is currently unallocated toward specific projects and available to use for Parks GO Bond projects.

BILL 3714

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021 CAPITAL BUDGET.”

WHEREAS, the 2020 General Obligation Bond issue includes improvements on the west side of Hawk Ridge Park; and,

WHEREAS, improvement projects on the west side of Hawk Ridge Park exceed the budgeted amount; and,

WHEREAS, the 2020 General Obligation Bond issue for park projects has \$80,000 of unallocated funds; and,

WHEREAS, staff recommends amending the FY 2021 Capital Budget to allocate \$60,000 from the Parks General Obligation Bonds unallocated funds to fully finance the West Hawk Ridge Park project.

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

Section 1. The City Manager is authorized to amend the 2021 Capital Improvement Budget as follows:

Fund	Budgeted	Amended	Change
2021 Park GO Bond Fund	\$500,000	\$560,000	\$60,000

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 9TH DAY OF MAY 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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
AGENDA ITEM INFORMATION FORM**

DATE: May 9, 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 3718: Award of Contract, Pond and Lake Management

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride.

FINANCIAL IMPACT

Award To:	Aquatic Control, Inc.
Amount of Request/Contract:	\$23,401.00
Amount Budgeted:	\$31,132.00
Funding Source/Account#:	25-25-7320-1250 / 46-00-7320-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 2022	December 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department maintains Recreation Park Pond and Johnston Lake. This contract manages the chemical treatment at both locations including the fountain maintenance at Recreation Park Pond and light trash maintenance at Johnston Lake. In addition, the selected vendor will work with the Missouri Department of Conservation on the biological well-being of the fish to ensure safe and free recreational fishing in the City and be the maintenance provider for the fountain at Johnston Lake.

The current contract expires at the end of April 2022. In January, staff sent out a request for proposal for these services. The RFP offered a shortened contract with the option to renew for an additional two one-year terms. The shortened term will expire in December 2022, realigning the contract services to coincide with the dormant season and calendar year. The option for years two and three will be full twelve month contracts.

Staff received two proposals. Both proposals qualified as complete bids,

Aquatic Control LLC
Solitude Lake Management

Aquatic Control LLC is found to be the lowest, best bid.

BILL 3718

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AQUATIC CONTROL, INC TO PROVIDE POND AND LAKE MANAGEMENT SERVICES."

WHEREAS, the Parks and Recreation Department manages Recreation Park Pond and Johnston Lake at Hawk Ridge Park; and,

WHEREAS, staff publicly advertised and bid for pond and lake management services; and,

WHEREAS, staff reviewed the proposals submitted and found that Aquatic Control, Inc 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 Aquatic Control, Inc. for pond and lake management services in the amount of \$23,401.00.

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 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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

Lake & Pond Management

Agreement made this 23rd day of May, 2022, between Aquatic Control Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2500 S. Spoede Ln., Truesdale, Missouri 63380, 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 23, 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 # 22-011 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 # 22-011 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 Lake and Pond Management services as prescribed in the RFP document. This contract is for services provided in a one year period beginning June 1, 2022 and ending December 31, 2022. 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.

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)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A **SCOPE OF SERVICES**

SCOPE OF SERVICES:

The following scope of work is a guide for the services desired at each location specifically.

RECREATION PARK POND



Pond Algae Control:

1. Rec Park Pond will be inspected on a *two (2) times per month* basis during the months of *March through November*, and on a *one (1) time per month* basis during the months of *December through February*.
2. Any algae found in the Rec Park Pond with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Aquatic Weed Control:

1. Rec Park Pond will be inspected on a *two (2) times per month* basis during the months of *March through November*, and on a *one (1) time per month* basis during the months of *December through February*.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species.
4. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a *two (2) times per month* basis during the months of *March through November*, and on a *one (1) time per month* basis during the months of *December through February*.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond area shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Biological Augmentation:

1. Rec Park Pond will be inoculated with a combination of Beneficial Aerobic Bacteria, Enzymes, and other microbial or natural nutrient binding and limiting products as required for the proper maintenance of the pond(s) once the sustained water temperature reaches approximately 55 degrees.
2. Rec Park Pond will receive maintenance rate applications of Beneficial Aerobic Bacteria, Enzymes, and other microbial products throughout the contract period, or until such time as the sustained water temperature drops below 50 degrees.
3. Application of Beneficial Aerobic Bacteria, Enzymes, and other microbial products are made for the purpose of metabolizing excess nutrients in the water and digesting organic matter and bottom sludge, thus removing the primary cause of algae and preventing future algae growth.

4. Reduction in the amount of organic matter and bottom sludge in the pond will also help to extend the overall life of the pond and reduce the amount of maintenance dredging required to maintain the functionality of the pond.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on a *one (1) time per month* basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Fountain Maintenance Service:

1. Company will service the fountain on a *one (1) time per month basis* during the months of *March through November* on a once per month basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly. Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.

5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

JOHNSTON LAKE



Lake Algae Control:

1. Johnston Lake will be inspected on a *two (2) times per month* basis during the months of *March through November*, and on a *one (1) time*

per month basis during the months of *December through February*.

2. Any algae found in the Johnston Lake with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Monthly Trash Removal:

1. Trash and light debris will be removed from Johnston Lake with each service and disposed off site.
 - a. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee.
 - b. Routine trash and debris removal services are for the Johnston Lake area only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
 - c. Public access areas 1, 2 and 3 should be maintained at the highest level. Expectations include no visible trash/debris upon each monthly inspection.
 1. Amphitheater / Boardwalk area
 2. Pedestrian Bridge and south shoreline
 3. Fishing Dock and west parking lot shoreline

Six Month Trash Removal:

1. Every 6 months (April and October) an extensive lake trash/debris service will be conducted extending out approximately 30ft from the shoreline or public access areas.
 - d. Coordination with the Parks Department on date of service is expected to avoid any conflicts of events or programming at Hawk Ridge Park.

Other Services:

1. Pond Dye will not be applied in Johnston Lake
2. Fountain maintenance at Johnston Lake is maintained through separate services and not affiliated with this contract.
3. Other application services not listed in Johnston Lake scope of work but utilized at Recreation Park Pond are contracted through the Missouri Department of Conservation.

GENERAL REQUIREMENTS

Service Reporting:

1. Company will provide a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state of Missouri
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state of Missouri.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Community Assistance Program - MO Department of Conservation:

Both Recreation Park Pond and Johnston Lake are part of the Missouri Department of Conservation's Community Assistance Program and are monitored and regularly stocked for free public fishing and recreational access. Some services are maintained through the CAPS agreement. The Selected contractor will be required to cooperate with the Missouri Department of Conservation on the management of both Recreation Park Pond and Johnston Lake.

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*

Contractor agrees to perform Lake & Pond Management services as prescribed in the RFP document. This contract is for services provided in an eight month (8 month) period beginning May 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year (12 month) 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 22-011

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Mike Whitacre having authority to act on behalf of (Company name) Aquatic Control, Inc. do hereby acknowledge that (Company name) Aquatic Control, Inc. 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: Aquatic Control, Inc.

ADDRESS: 2500 S. Spoede Ln.
Street

ADDRESS: Truesdale MO 63380
City State Zip

PHONE: 636-456-7008

E-MAIL: mikew@aquaticcontrol.com

DATE: 3-8-22
(Month-Day-Year)

Mike Whitacre Missouri Office Manager
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 Entethe Cityise)
 WBE (Women Owned Entethe Cityise)
 Small Business

PROPOSAL FORM B

RFP 22-011

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
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
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
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
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
**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
10. Has the Firm been subject to any bankruptcy proceeding? Yes ___ No

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 22-011

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 Kirksville MO	
ADDRESS	201 S. Franklin St. Kirksville MO 63501	
CONTACT PERSON	Glen Balliew	
CONTACT EMAIL	gballiew@kirksvillecity.com	
TELEPHONE NUMBER	660-956-2318	
PROJECT, AMOUNT AND DATE COMPLETED	\$29,150.00	4-15-2021

COMPANY NAME	City of St. Peters MO	
ADDRESS	PO Box 9 St. Peters MO 63376	
CONTACT PERSON	Jay Bergeron	
CONTACT EMAIL	jbergeron@stpetersmo.net	
TELEPHONE NUMBER	636-477-6600 x 1384	
PROJECT, AMOUNT AND DATE COMPLETED	\$40,537.00	9-30-2021

COMPANY NAME	Shawnee County Parks and Rec
ADDRESS	3137 Southeast 29 th St. Topeka KS 66605
CONTACT PERSON	Tom Hammer
CONTACT EMAIL	tom.hammer@snco.us
TELEPHONE NUMBER	785-251-6863
PROJECT, AMOUNT AND DATE COMPLETED	\$91,806.00 6-9-2020

COMPANY NAME	St. Charles Parks and Recreation
ADDRESS	1900 W. Randolph St. St Charles MO 63301
CONTACT PERSON	Chris Atkinson
CONTACT EMAIL	chris.atkinson@stcharlesparks.com
TELEPHONE NUMBER	636-949-3372
PROJECT, AMOUNT AND DATE COMPLETED	\$9342.96 9-30-2021

COMPANY NAME	Lake Forest Community
ADDRESS	511 Woodlake Dr. Louisville KY 40245
CONTACT PERSON	Kim Brice
CONTACT EMAIL	kim@lakeforestky.com
TELEPHONE NUMBER	502-245-5253
PROJECT, AMOUNT AND DATE COMPLETED	\$26,366.33 10-26-21

State the number of Years in Business: 56

State the current number of personnel on staff: 60

PROPOSAL FORM D

RFP 22-011

Proposal of Aquatic Control, Inc., organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a corporation (*)

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. 22-011- Pond.

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. 22-011

Lake and Pond Management

Recreation Park Pond (1011 South Madison)

1.21 Acres

Service	Description	Unit Price	Price per Month
Pond Algae Control	two times per month (March - November)	200	400
Pond Algae Control	one time per month (December - February)		200
Aquatic Weed Control	two times per month (March - November)	226	454
Aquatic Weed Control	one time per month (December - February)		226
Shoreline Weed Control	two times per month (March - November)	42	84
Shoreline Weed Control	one time per month (December - February)		0
Biological Augmentation	As described in the scope of work		312
Pond Dye	As described in the scope of work		75
Fountain Maintenance Service	As described in the scope of work		138

\$11,716.00 8 Month Total

\$13,742.00 12 Month Total

Johnston Lake (701 Johnston Parkway)

13.5 Acres

Service	Description	Unit Price	Price per Month
Lake Algae Control	two times per month (March - November)	704	1408
Lake Algae Control	one time per month (December - February)		704
Monthly Trash Removal	As described in the scope of work		125
Six Month Trash Removal	As described in the scope of work		250

\$11,685 8 Month Total

\$16,534 12 Month Total

**BID PROPOSAL FORM E – RFP 22-011
CONTINUED**

**City of Raymore
Lake & Pond Management
Bid Summary**

Company Name Aquatic Control, Inc.

Total of both addresses for Project Number: 22-011

8 Month Contract Total:

\$ 23,401.⁰⁰
In the blank above insert numbers for the sum of the bid.

(\$ Twenty three thousand four hundred and one
In the blank above write out the sum of the bid. dollars and ⁰⁰/₁₀₀

12 Month Contract Total:

\$ 30,276.⁰⁰
In the blank above insert numbers for the sum of the bid.

(\$ Thirty thousand two hundred seventy six dollars
In the blank above write out the sum of the bid. and ⁰⁰/₁₀₀

**BID PROPOSAL FORM E – RFP 22-011
CONTINUED**

Company Name Aquatic Control, Inc.

By Michael Whitacre
Authorized Person's Signature

Michael Whitacre - MO office manager
Print or type name and title of signer

Company Address 2500 S. Spoeede Ln.
Truesdale MO 63380

Phone 636-456-7008

Fax _____

Email Mike W@aquaticcontrol.com

Date 3-8-2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E-Verify



Company ID Number: 303684

Approved by:

Employer Aquatic Control, Inc.	
Name (Please Type or Print) Carol S Hayden	Title
Signature Electronically Signed	Date 02/12/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/12/2010

E-Verify



Company ID Number: 303684

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Aquatic Control, Inc.
Company Facility Address	418 W State Rd 258 Seymour, IN 47274
Company Alternate Address	PO Box 100 Seymour, IN 47274
County or Parish	JACKSON
Employer Identification Number	351263215
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	3



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: May 9, 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 3719: Award of Contract, Centerview Detention Area Design

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride.

FINANCIAL IMPACT

Award To:	McClure Engineering Company
Amount of Request/Contract:	\$29,200.00
Amount Budgeted:	\$1,200,200.00
Funding Source/Account#:	Fund 47-38-8430-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 2022	April 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue called for a phase two in order to complete the final improvements at Centerview. Part of the improvements included redesigning and enhancing the view of Raymore's premier event space, while improving the stormwater functions of the property.

Staff is requesting Council to award a contract for design services to convert the stormwater detention areas behind Centerview into an adaptive area specifically designed to utilize native plantings that will assist in filtration of stormwater, serve as a pollinator garden attracting monarch butterflies and provide a plan for public education showcasing the benefits of the project while creating a beautiful space around Centerview.

In accordance with the City's Purchasing Policy, staff issued a Request for Qualifications to Engineering firms. One firm submitted a response: McClure Engineering Company. 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.

BILL 3719

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCLURE ENGINEERING COMPANY FOR THE CENTERVIEW DETENTION AREA DESIGN PROJECT IN THE AMOUNT OF \$29,200."

WHEREAS, the 2020 General Obligation Increase Bond Issue included improvements at Centerview; and,

WHEREAS, staff competitively bid the improvement project in the stormwater detention area at Centerview; and,

WHEREAS, McClure Engineering Company is the best, most responsive bid.

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 an agreement with McClure Engineering Company for improvements to the Centerview detention basin area.

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 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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 PROFESSIONAL SERVICES

Centerview Detention Area Design

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this May 23, 2022 between McClure, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1700 Swift Street, Suite 100, North Kansas City, MO 64116, 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 May 23, 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 work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #22-372-301 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 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 RFQu # 22-372-301 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

The work 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 Owner 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 work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$29,200 which is "not to exceed" \$29,200 dollars for completion of the work, 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 work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is 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 work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

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 operation 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 of 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 all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work 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 ensure 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 ensure 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 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 Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

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 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 work on the project is not complete, the Contractor agrees to carry on with the work 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 City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such 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 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.

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

MCCLURE

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

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 Parks and Recreation 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 May, with final design completed within 60 days.

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, 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 Consultant 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 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 without penalty upon 30 days written notice to the Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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 work 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 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 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. *Inspection*

At the conclusion of each job order, the Consultant shall demonstrate to the Public Works 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 Consultant at the Consultant'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 Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *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.

P. *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.

Q. *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: May 9, 2022

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3722: Calling for the August 2, 2022 Online Use Tax Election

STRATEGIC PLAN GOAL/STRATEGY

Goal 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
----------------------	--------------------

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3722 would seek to place the following question on the August 2, 2022, ballot for consideration by the registered voters of Raymore, Missouri:

"?????"

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES NO

If you are in favor of the question, darken the oval opposite YES. If you are opposed to the question, darken the oval opposite NO."

The use tax is authorized by Section 144.757 of the Revised Statutes of Missouri and is already collected by the state and numerous surrounding municipalities.

If the question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed. The funds derived from the use tax will fund among other items primarily municipal costs and expenses associated with the hiring of new municipal employees in police, parks and recreation and public works.

BILL 3722

ORDINANCE

"AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI AT THE ELECTION OF AUGUST 2, 2022, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE EQUAL TO THE CURRENT SALES TAX RATE OF 2.50% IN THE CITY OF RAYMORE, MISSOURI."

WHEREAS, the City of Raymore ("City") is authorized to impose a local use tax at a rate equal to the rate of the local sales taxes in effect within the City pursuant to Section 144.757, RSMo; and

WHEREAS, the City currently imposes local sales taxes, as defined in Section 32.085 RSMo, at the rate of 2.50% which is comprised of the following:

General sales tax	1.00%
Transportation sales tax	0.50%
Capital improvements sales tax	0.50%
Parks and Recreation & Stormwater sales tax	0.50%

WHEREAS, the City Council desires to submit a ballot question regarding the use tax as authorized by Section 144.757 RSMo, to the qualified voters of City; and

WHEREAS, the City Council intends to appropriate the use tax in the same proportion as the four (4) components of the sales taxes for the general, transportation, capital improvements and parks and recreation & stormwater funds; and

WHEREAS, Section 144.757 RSMo, provides that the use tax may be referred to or described as the equivalent of a sales tax on purchases made from out-of-state sellers by in-state buyers and on certain intra-business transactions.

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

Section 1. There is hereby imposed, subject to approval of a ballot measure as set forth below by the qualified voters, a use tax as authorized by Section 144.757 RSMo.

Section 2. An election is hereby ordered to be held in the City of Raymore, Missouri on the public election date of August 2, 2022 on the following question:

????

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES NO

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO".

Section 3. If this question is approved, the City of Raymore would begin collecting a use tax from sales made to Raymore buyers by online and out-of-state vendors that are not currently taxed.

Section 4. The form of Notice of Election showing said question, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 5. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the passage of this Ordinance no later than 4:00 P.M. on Tuesday, May 24, 2022, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

Section 6. At said election, the qualified registered voters of the City shall vote at the polling places within the City, as designated by the Clerk of Cass County.

Section 7. The judges and clerks at said election shall be designated by the Clerk of Cass County and said Clerk of Cass County shall conduct the election and cause the result thereof to be certified to the City Council by law.

Section 8. The City Council hereby expresses the intention to appropriate the use tax in the same proportions as the sales tax for the general, transportation, capital improvements, parks and recreation and stormwater funds. The City Council further expresses the intention that, if any of the sales taxes are repealed or the rate thereof is reduced or raised by voter approval, the resulting equivalent use tax rate will be appropriated in the same resulting proportions as the sales tax rates. The intention to appropriate the use tax in the same proportions as the sales taxes imposed by the City shall be subject to budgeting and annual appropriations by the City Council.

Section 9. A full and complete copy of this Ordinance, submitting the above question to the electorate, including a full and complete copy of the ballot language,

is on file in the office of the City Clerk of the City of Raymore, Missouri, where the same is open for inspection and copying.

Section 10. 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.

Section 11. Effective Date. The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

DULY READ THE FIRST TIME THIS 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS MAY 23RD, 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

NOTICE OF ELECTION
CITY OF RAYMORE, MISSOURI

Notice is hereby given to the qualified voters of the City of Raymore, Missouri that the City Council has called an election to be held on August 2, 2022, commencing at 6:00 a.m. and closing at 7:00 p.m., on the question contained in the following sample ballot:

OFFICIAL BALLOT
ELECTION - AUGUST 2, 2022
CITY OF RAYMORE, MISSOURI

????

Shall the City of Raymore, Missouri impose a local use tax at the same rate as the total local sales tax rate, provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES NO

If you are in favor of the question, darken the oval opposite "YES". If you are opposed to the question, darken the oval opposite "NO".

The election will be held at the following polling places in the City:

PRECINCT	POLLING PLACE
_____	_____
_____	_____
_____	_____
_____	_____

Dated: _____, 20____

Cass County Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 5/5/22

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3721-Authorizing Chapter 523 RSMo for Right-of-Way and Easement Acquisition

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.3.3. Strengthen development & maintenance streets/trails/pedestrian pathways

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

Staff recommends approval of Bill 3721 Authorizing Chapter 523 RSMo for Right-of-W

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

None

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On August 4, 2020, the citizens of Raymore, Missouri voted to approve the issuance of general obligation bonds for street and park improvements including the complete reconstruction of Ward Road. The City has completed the necessary engineering work for the improvements contemplated. These improvements will include reconstructions and widening of the roadway, installation and improvement of storm sewer controls and installation of sidewalks and/or trails to improve the safety of both the pedestrians and motorists alike.

The Ward Road improvements have been identified as City Project 360-201. The City has accepted a bid for the completion of the Project.

The Project will require the acquisition of additional right-of-way, temporary easements and permanent easements and has been diligently working on negotiating for the purchase of the same since November of 2021. City staff has had limited success in obtaining the necessary right-of-way and easements.

In order to maintain the timely completion of the Project and to obtain the necessary right-of-way and easements in a fiscally responsible manner, City staff is seeking authorization to initiate the eminent domain procedures authorized by Chapter 523 of the Revised Statutes of Missouri.

BILL 3721

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DIRECTING THE CITY MANAGER TO INITIATE THE PROCEDURES REQUIRED PURSUANT TO CHAPTER 523 OF THE REVISED STATUTES OF MISSOURI FOR THE ACQUISITION OF ALL NECESSARY RIGHTS-OF-WAY, TEMPORARY EASEMENTS AND PERMANENT EASEMENTS TO COMPLETE THE WARD ROAD IMPROVEMENT PROJECT, PROJECT 360-201.”

WHEREAS, on August 4, 2020, the citizens of the City of Raymore, Missouri, voted to approve the issuance of general obligation bonds for street and park improvements, including the complete reconstruction of Ward Road from 58 Highway to the District #3 water tower; and,

WHEREAS, the City has completed the necessary engineering work for the Ward Road improvements which will include the reconstruction and widening of the roadway, installation and improvements to storm sewer controls along Ward Road, and installation of sidewalks and/or trails to improve the safety of both the pedestrians and motorists alike; and,

WHEREAS, the City has identified the Ward Road improvements as City Project 360-201; and,

WHEREAS, the City has accepted a bid for the completion of the Ward Road improvements under City Project 360-201; and,

WHEREAS, the City has now identified all of the necessary right-of-way, permanent easements and temporary easements required to complete the Ward Road improvements contemplated by City Project 360-201, and has actively been attempting to negotiate for the acquisition of the same since November of 2021 with limited success; and,

WHEREAS, to provide the improvements promised to the citizens in a timely and fiscally responsible manner, the Council has determined it appropriate to continue good faith negotiations with the affected property owners, and to instruct City staff to initiate the process for acquisition of the necessary right-of-way, permanent easements and temporary easements through the eminent domain procedure authorized by Chapter 523 of the Revised Statutes of Missouri.

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

Section 1. Authorizing Use of Chapter 523 RSMo for Acquisition of Necessary Property. To complete City Project 360-201 in a timely and fiscally responsible manner, the City Manager is hereby directed and authorized to initiate the process for acquisition of the necessary right-of-way, permanent easements and temporary

easements through eminent domain as established by Chapter 523 of the Revised Statutes of Missouri.

Section 2. Authorizing Continued Efforts for Negotiation of Acquisition in Addition to Eminent Domain. Should the City Manager determine that any and/or all of the necessary right-of-way, permanent easements and temporary easements for completion of the Ward Road improvements contemplated by City Project 360-201 may be obtained at fair and reasonable purchase prices through further negotiation with the individual owners, the City Manager is directed and authorized to undertake the same, in addition to, or as an alternative to, the eminent domain procedure pursuant to Chapter 523 of the Revised Statutes of Missouri.

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 portion thereof.

DULY READ THE FIRST TIME THIS 9TH DAY OF MAY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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
AGENDA ITEM INFORMATION FORM

DATE: May 9, 2022

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

<input type="checkbox"/> Ordinance	<input checked="" 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

Resolution 22-15: Festival in the Park Memorandum of Understanding

STRATEGIC PLAN GOAL/STRATEGY

1.1.4 Create signature events and amenities in our community.

FINANCIAL IMPACT

Award To:	Festival in the Park (In-Kind Services)
Amount of Request/Contract:	\$4,500
Amount Budgeted:	\$5,000
Funding Source/Account#:	25-25-4901-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Sept. 22, 2022	Sept. 24, 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 26, 2022
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

2022 Memorandum of Understanding (Signed)

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. The three-day event includes carnival rides, vendor booths and various activities for the benefit of the residents of Raymore and surrounding areas.

The attached memorandum of understanding outlines the partnership of services, materials and public land offered by the City as an in-kind contribution to the Festival in the Park.

The MOU is reviewed and approved each year between the Parks and Recreation Board and the Festival Committee. The Festival MOU document is presented to the Council for approval.

RESOLUTION 22-15

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE AND THE FESTIVAL IN THE PARK, INC COMMITTEE FOR THE 2022 FESTIVAL IN THE PARK EVENT."

WHEREAS, the Festival in the Park is an annual event held at Raymore's Memorial Park; and,

WHEREAS, the City provides staff to support the festival as an in-kind contribution to the Raymore Festival in the Park, Inc.

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

Section 1. The City of Raymore and the Festival in the Park, Inc. Committee agree to the Memorandum of Understanding attached as Exhibit A.

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 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:

Erica Hill, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature



MEMORANDUM OF UNDERSTANDING





**Festival in the Park - 2022
September 22, 23 & 24**

MEMORANDUM OF UNDERSTANDING

Between: Raymore Parks and Recreation
And: Festival in the Park, Inc.
Date: April 28, 2022
Re: Raymore Festival in the Park Operations 2022



The Raymore Festival in the Park is an annual event held in Raymore's Memorial Park. Since the event will be held on City property in Memorial Park and the Festival in the Park organizers have expressed an interest in using the services of certain city staff for the event, both parties recognize the need to document in writing certain specific details of the relationship between the two organizations. The City of Raymore through the Raymore Parks and Recreation Department (City) and the Raymore Festival in the Park, Inc. (RFIPI), agree that this Memorandum of Understanding shall be the agreement under which both parties will operate in concert to provide the city-wide special event that benefits the residents of Raymore.

1. City Contribution

The City Council has determined that the Festival in the Park is a unique event of public interest and importance such that an in-kind contribution of park staff labor, electrical service, and park license fee of up to \$4,500 is found to be justified and in the best interests of the citizens of Raymore and is authorized as a material term of this Memorandum of Understanding to preserve and promote the Festival. Such contribution will be made from the General Fund of the City. For its sponsorship, the City will receive those benefits outlined in Attachment # 3.

2. Procedures for approval of this document

The RFIPI shall negotiate the following license agreement to include the reservation and use of certain areas of Memorial Park and Recreation Park, as well as several areas in the City Hall and certain services listed below. The license agreement shall be reviewed by the Park Board for recommendation to the City Council. RFIPI shall present the license agreement to the Council for approval.

3. Communication between CITY and RFIPI

Both CITY and RFIPI shall each designate a single contact person through which all contact shall be made. Requests pursuant to this license agreement and requirements of the agreement as listed in the duties and responsibilities attachments shall be made in writing.

4. The License Agreement Policy of the Park Board

The Raymore Park Board has adopted a policy for the license of City-owned facilities to outside agencies for special events. This policy ensures that the City will be reimbursed for costs related to organizational use of facilities in the amount of \$150 per day for standard special events. Standard event set up shall



include fresh mowing of the park area, daily trash servicing, and daily rest room servicing. Additional duties related to park

set up, event staffing, and post-event clean up shall be billed to organizations at a rate of \$20 per man hour for regular time, \$30 per man hour for overtime, and any additional expenses incurred as agreed upon by the Board and the organization.

- 5. License Agreement.** The term of the 2022 license of City facilities by the RFIPI shall begin on Thursday, September 22, 2022 and end on Saturday, September 24, 2022.

The RFIPI shall have use of the following Memorial Park facilities for the term of this license (see map attached):

1. northeast parking lot and east central parking lot
2. east field
3. ball fields #1 and #2 and areas surrounding those fields
4. Lions shelter
5. West shelter
6. Concession stand
7. park areas north and west of the tennis courts
8. park areas south of the west shelter to Lucy Webb Road

RFIPI shall have license to use Recreation Park parking lot and trail area for the parade on the morning of Saturday, September 24, 2022.

- A. Park Closure.** At no time shall the park be closed to the public. Facilities not specifically listed in "5" above shall remain available for public use.
- B. Damage to facilities or grounds.** Any damage to facilities or grounds caused by the festival, ordinary wear and tear excepted, shall be charged to the organization in an amount to include supplies and man hours spent repairing said damage.
- C. Compensation and Reimbursables.** The amount of \$450 (\$150 daily license fee X 3 days) shall be taken from \$4,500 in-kind contribution, leaving the remainder to apply toward electrical service and park staff labor. Charges for electrical service shall be equal to the amount charged by KCPL for the meter located near the NW corner of Raymore Elementary School during the term of the license. Charges for park staff labor to perform duties listed below shall be at the rate of \$20 for regular time activities and \$30 for overtime activities.

Based on the 2021 event request, the amount of reimbursable charges is expected to be approximately \$4,000. RFIPI shall pay CITY for all services provided by CITY, if any, that exceed the City's in-kind contribution of up to \$4,500.

Duties requested by RFIPI:



1. provide trash receptacles, collect trash, dispose of trash to RFIPI provided dumpster, and clean in accordance with the following schedule:
 - Collect trash every two to three hours during the course of the event
 - Clean rest rooms every two to three hours during the course of the event
2. Provide standard City forms as required.
3. Prepare the parks for the event to include non-standard items such as set up of chairs, tables, tents, parade line up areas, boy scout areas, carnival areas, vendor booth areas with electricity, sound system and lighting under the shelter, volleyball and basketball areas, operational barriers and cones, and transporting equipment to the site.
4. Provide staff for the Sunday carnival arrival and provide staff for the three-day event to perform manual duties including set up and tear down of individual activity areas, regular trash pick up, transportation of equipment between the park and the maintenance building, coordination of the parade with the police department, and troubleshooting electrical and emergency issues.
5. Lend equipment that has traditionally been used during the festival to RFIPI by transporting it on the day needed to the event site. Equipment includes popup tents, sound systems, extension cords, power cords and junction boxes, trailers, event/activity supplies, portable basketball hoops, t-posts and streamers, and traffic cones.

D. Independent Contractor

RFIPI is an independent contractor with respect to all services performed under this license agreement. RFIPI accepts full and exclusive liability for the payment for any services or products purchased for the event and for all premiums, contributions, or taxes for worker's compensation, social security, unemployment benefits, or other benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by RFIPI on work performed under the term of this license. RFIPI shall defend, indemnify, and hold harmless the City from any claims or liability for such contributions or taxes. Nothing contained in this license agreement nor any act of the City or of RFIPI shall be deemed or construed to create any third party beneficiary or principal or agent association or relationship with the City. RFIPI is not the City's agent and RFIPI has no authority to take any action or execute any documents on behalf of the City.

E. Indemnification

RFIPI shall defend, indemnify, and hold harmless the City from and against any and all claims arising out of or resulting from all acts or omissions in connection with this agreement caused in whole or in part by RFIPI or RFIPI's agents, regardless of whether or not caused in part by any act or omission including negligence of the City. RFIPI is not obliged under this section to indemnify CITY for the sole negligence of the City.

F. Insurance Requirements

RFIPI shall procure and maintain in effect throughout the duration of the license agreement insurance coverage listing the CITY as an additional insured that is not less than the types and amounts specified as follows:

1. Commercial general liability insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate,



2. Worker's compensation insurance to meet statutory requirements,
3. Commercial automobile liability insurance, and
4. If applicable, professional liability insurance.

In the event that additional insurance, not specified herein, is required during the term of this agreement, CITY reserves the right to require RFIPI to provide such insurance or, if RFIPI fails to provide such insurance, to obtain such insurance at RFIPI's expense. Policies containing a self-insured retention are unacceptable to CITY and shall not be deemed to meet the insurance requirements of this agreement.

Policies may not be materially changed or cancelled during the term of this agreement without the City's prior written consent. Prior to any material change or cancellation, the City shall be given thirty (30) days advance notice by certified or registered mail to the City at the following address:

City of Raymore
Attn: Parks and Recreation Department
100 Municipal Circle
Raymore, MO 64083

Further, the City shall be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

RFIPI shall, by no later than **August 16, 2022**, provide the City with proof of insurance evidencing that RFIPI has met the insurance requirements of this agreement. Such insurance policies shall name the CITY as additional insured.

G. Compliance with laws

RFIPI shall comply with all federal, state and local laws, ordinances, and regulations applicable to this license agreement. RFIPI, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this license agreement. All references to "code" shall mean the City's code of ordinances, including any amendments thereto or recodification thereof.

H. RFIPI Responsibilities

See attachment #1, RFIPI's responsibilities, incorporated into this agreement.

I. Termination of Agreement

CITY may, at any time upon ten (10) days notice to RFIPI specifying the effective date of termination, terminate this agreement, in whole or in part, if RFIPI is determined by the City to be in breach of any portion of this agreement. RFIPI may terminate this agreement upon ten (10) days notice to CITY if CITY is in material breach before the end of the ten day notice period. If this agreement is terminated prior to the completion of the services to be performed hereunder, all finished or unfinished documents



and agreements prepared or obtained by RFIPI pursuant to this agreement shall become City property. If this agreement is terminated prior to the completion of the term, RFIPI shall immediately remove all property owned by it or its agents that is located on the licensed premises.

J. Defaults and Remedies

Should RFIPI be in default or breach of any provision of the agreement, CITY may terminate, suspend CITY's performance, or invoke any other legal or equitable remedy after giving RFIPI reasonable notice and opportunity to correct such default or breach.

K. Annual Report

A detailed report shall be presented to the City Council after the event.

L. Americans with Disabilities Act

RFIPI shall comply, during the course of this license agreement, with all provisions of the Americans with Disabilities Act.

M. Assignability or Subcontracting

RFIPI shall not subcontract, transfer, or assign any part or all of RFIPI's privileges, obligations, or interests without CITY's prior written approval.

N. City logo.

RFIPI shall place the City of Raymore's logo or name and title usage as set forth on attachment #2 on all festival information distributed to the public.



SIGNATURES:

President, Raymore Festival in the Park, Inc.

<u>Dan Barnes</u>	<u>Dan Barnes</u>	<u>4-20-22</u>
Printed Name	RFIPI President Signature	Date

City Manager, City of Raymore

_____	_____	_____
Printed Name	City Manager Signature	Date

Chair, Raymore Parks and Recreation Board

<u>Steven Trautman</u>	<u>[Signature]</u>	<u>4-26-22</u>
Printed Name	Park Board Chair Signature	Date



RFIPI's Responsibilities

Attachment #1

1. Designate in writing a person to act as RFIPI representative with respect to this license.
2. Provide an event operations map – draft by the First week of August for City review.
3. Provide an event operations map - final including all staging and vendor booth locations by the First week of September.
4. Provide a Festival event schedule – draft by First week of August for CITY review
5. Provide a Festival event schedule – final by First week of September for CITY review
6. Coordinate and provide all advertising and promotion
7. Coordinate and provide all mailing of and postage for all flyers direct mailed
8. Accept and receipt participant registrations
9. Field event information requests
10. Contract with a carnival
11. Coordinate the carnival's pre-event inspection
12. Supply tents, tables, chairs, port-a-potties (minimum 2 plus 1 ADA accessible)
13. Provide staffing of event activities and parking areas
14. Coordinate and provide concession stand operations
15. Provide all concessions equipment and supplies
16. Clean up concession stand after the event
17. Supply any equipment not currently in the parks inventory necessary for the safe and efficient operation of the event to include: Paint, office supplies, money bags, extension cords, and any other items in the inventory of the parks that are not sufficient in number.
18. Supply electricity for carnival housing trailers
19. Coordinate event activities with RPD for overnight security, parking and parade traffic assistance
20. Coordinate with SMFPD for on-site first aid
21. Coordinate with Emergency Mgmt for emergency plan, if necessary
22. Provide all activity and event awards
23. Coordinate sales tax collection by vendors with the state
24. Include the City in the text of all waivers on activity registration forms
25. Coordinate street clean up after the parade
26. Maintain all park areas in a professional manner -No decorations or signs may be taped to any city facilities.
27. Provide 40-yard dumpster on site for daily trash collection
28. **Communicate any changes from the 2021 festival in the park to CITY by First week of August for review and incorporation into the staffing and operational plans by the department**
29. Protect (by all means necessary) park facilities, amenities and features. This includes the Arboretum and exercise trail.



City of Raymore Name and Title Usage

Attachment #2

Guidelines

(RFPI is responsible for adhering to the policy for use of the City logo. All questions or changes regarding the City of Raymore Name and Title Usage shall be addressed with the City Communications Department)

The City of Raymore name and title usage may be used in or in substitution of logo recognition of the significant contributions of the City. Below is the approved title usage:

In association with the City of Raymore

In cooperation with the City of Raymore

Operated in agreement with the City of Raymore

As authorized by the City of Raymore.

The Logo

The City logo may be used in addition to or in substitution of written recognition of the significant contributions of the City.

The logo is designed to reflect the City's identity, therefore it must be used correctly and consistently.



City of Raymore Sponsorship and Benefits

Attachment #3

1. All printed materials such as flyers, entry forms, posters and the like will carry the City of Raymore logo or the City's name and title usage as set forth on Attachment #2.
2. All advertising local as well as metro wide will carry the City of Raymore logo or the City's name and title usage as set forth on Attachment #2.
3. The City of Raymore will be provided booth space, at no charge, during the Festival in which to promote City activities or programs.
4. The City of Raymore will be provided the opportunity, at no charge, to enter a float in the parade.
5. A representative of the City or City Council will be invited to serve on the Festival Committee.
6. A representative of the City or City Council will be invited to serve as a goodwill ambassador in the Hospitality venue during the Festival, if such a venue is in operation.

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MAY 2, 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. Street Preservation - 2022

Public Works Director Mike Krass provided an update on the 2022 Street Preservation Program and areas to be addressed.

B. Other

City Manager Jim Feuerborn asked Council for direction on placing the use tax issue on the August ballot. Council directed staff to bring the item forward to the next regular meeting.

MOTION: By Councilmember Townsend, second by Councilmember Holman to enter into executive session to discuss real estate acquisition matters as authorized by § 610.021 (2).

ROLL CALL 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 work session of the Raymore City Council adjourned to Executive Session at 7:20 p.m.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, MARCH 22, 2022, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Casas, Collier, Manson and Mapes. Members Bartow, Clark, Cooper, and Scott are absent.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, Recreation and Facility Superintendent Gibbs, and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 7:01 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

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

A. Park Board Minutes

February 22, 2022

Motion: Member Manson moved to accept the Park Board minutes of January 25, 2022
Member Casas seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Absent
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

6. Staff Reports

- Recreation/Facilities Superintendent Gibbs highlighted his written report.
- Parks Superintendent Rulo introduced his staff and provided the board a brief description of all the things the maintenance crew is responsible for.
- Director Musteen highlighted his written report.

7. Unfinished Business - None

8. New Business

A. J&M Displays - Budget Amendment

Action Item

APPROVED: April 26, 2022 (7-0)

Park Board Minutes: March 22, 2022 **Page 2**

Staff presented the 2022 contract extension with J&M Displays. An increase in fees is included in this year's proposal which will require a budget amendment in the amount of \$5350.00.

Motion: Member Manson motioned to approve the budget amendment of \$5350.00 for this years
Member Casas seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Absent
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

B. Skatepark Contract Recommendation Action Item

The 2022 Capital Improvement Plan included a replacement of the current skatepark facility at Recreation park. A recommendation to award a contract for the project was presented to the Board by Director Musteen.

Motion: Member Manson motioned to award the contract to American Ramp for the Skate Park.
Member Mapes seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Absent
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
		Member Trautman	Aye

C. Fertilization of City Facilities - Contract Award Action Item

Staff competitively bid the fertilization program for City facilities which include Municipal Circle complex, Centerview and the RAC. A recommendation to award the contract was presented to the Board.

Motion: Member Manson motioned to award the contract to TruGreen for the city's Fertilization program.
Member Casas seconded the motion.

APPROVED: April 26, 2022 (7-0)

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	4 Absent	Member Clark	Absent
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Absent
	Member Trautman	Aye	

9. Public Comments

10. Board Member Comment

11. Adjournment

Motion: Member Manson moved to adjourn the regular meeting.
Member Clark seconded the motion.

Discussion: None

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
	Member Trautman	Aye	

The regular meeting of the Raymore Park Board adjourned at 7:31 pm.

Respectfully submitted,

Greta Naab

Office Assistant

THE RAYMORE PARKS AND RECREATION BOARD MET IN A SPECIAL MEETING ON TUESDAY, APRIL 12, 2022, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Bartow, Casas, Clark, Collier, Cooper, Manson, Mapes and Scott.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, and Recreation and Facility Superintendent Gibbs.

1. Call to Order: Chairman Trautman called the meeting to order at 6:00 pm.

2. Roll Call

3. Pledge of Allegiance

5. New Business

A. Screen Printing/Embroidery - Contract Award Action Item

Staff presented a recommendation to award the Screen Printing/Embroidery Contract for city staff uniforms, youth sports uniforms and departmental items to Dunn Right LLC (Liddle's Sport Shop).

Motion: Member Manson motioned to approve the recommendation
Member Casas seconded the motion.

Discussion:

Vote:	9 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	0 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

B. Beverage Vending & Supply Services - Contract Award Action Item

Staff presented a recommendation to award the Beverage Vending & Supply Services for concessions operations and vending machines to Pepsi Beverages Company.

Motion: Member Manson motioned to approve the recommendation
Member Casas seconded the motion.

Discussion:

Vote:	9 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	0 Absent	Member Clark	Aye
		Member Collier	Aye

APPROVED: April 26, 2022 (7-0)

Member Cooper	Aye
Member Manson	Aye
Member Mapes	Aye
Member Scott	Aye
Member Trautman	Aye

10. Board Member Comment

11. Adjournment

Motion: Member Manson motioned to adjourn the meeting.
Member Casas seconded the motion.

Discussion:

Vote:	9 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	0 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 6:08 pm.

Respectfully submitted,

Nathan Musteen
Parks and Recreation Director

PROCLAMATION

WHEREAS, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of Raymore; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from the State and local units of government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, sewages, and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the United States of America to gain knowledge of and to maintain an interest and understand the importance of public work and public works programs in their respective communities; and

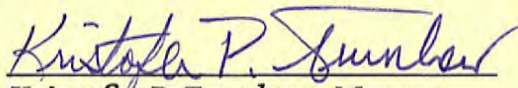
WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the week of May 15th through 21st, 2022, as

NATIONAL PUBLIC WORKS WEEK

in the City of Raymore, Missouri, and urge all citizens to recognize the importance of our Public Works Department and the substantial contributions they make to our health, safety, and welfare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 9th day of May, 2022.


Kristofer P. Turnbow, Mayor



PROCLAMATION

WHEREAS, in 1962, President John F. Kennedy signed a law designating May 15th as Peace Officers' Memorial Day and the week in which that day falls as National Police Week honoring law enforcement officers throughout our country who perform dangerous and often thankless duties; and

WHEREAS, by swearing an oath to uphold the law and protect all citizens, Police Officers selflessly put themselves in harms way each day and seek to mitigate the threat in dangerous situations while others seek refuge; and

WHEREAS, during every crisis, Officers recognize and accept their critical role in protecting communities at increased personal risk to themselves; and

WHEREAS, During this time, we must be especially mindful to pay tribute to officers who have given their lives and made the ultimate sacrifice in the performance of those duties, as 101 officers have already done in 2022; and

WHEREAS, the outstanding officers of the Raymore Police Department are committed through oath and personal fidelity to provide dedicated service and protection for our community; and

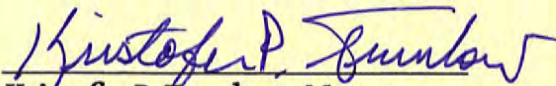
WHEREAS, it is both important and proper that the citizens of Raymore recognize the tremendous duty and responsibility borne by our Police Officers not just during this special week, but all throughout the year.

NOW THEREFORE, I, Kristopher P. Turnbow, Mayor of the City of Raymore, Missouri do hereby proclaim the week of May 15 through 21, 2022 as

NATIONAL POLICE WEEK

in the City of Raymore to honor the men and women whose diligence and professionalism keep our City and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 9th day of May, 2022.


Kristofer P. Turnbow, Mayor

