



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 24, 2025
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

5. Personal Appearances

6. Staff Reports

- A. Public Works
- B. Parks and Recreation
- C. Communications Report
- D. Finance
- E. City Clerk - Financial Disclosure Statement Update

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 Meeting Minutes, March 10, 2025
- B. Appointment of Mike VanAken to the Park Board

Reference:

Resolution 25-10

Volunteer Application

Mayor Turnbow has appointed Mike VanAken, a Ward 4 member, to the Park Board. The appointment is now before the City Council for approval.

9. Unfinished Business

A. Award of Contract - On-Call Material Testing (pg 29)

Reference:

Agenda Item Information Sheet
Bill 3950
Contract

The City's Public Works Department has an occasional need for professional materials testing and geo-technical services such as soil borings and asphalt and concrete testing associated with Capital Improvement Program projects. Staff recommends award of contract to CFS Engineers.

- | |
|---|
| <ul style="list-style-type: none">• City Council, 03/10/2025: Approval, 8-0 |
|---|

B. Voiding Ordinance 2025-056 and Terminating Authorizations (pg 68)

Reference:

Agenda Item Information Sheet
Bill 3948
2024-12-09 Ord 2024-056 Bill 3930

Bill 3948 seeks to void all legislative actions taken on Ordinance 2024-056, including the amendment of the zoning map, approval of the White Tail Run Preliminary Development Plan, and approval of the Memorandum of Understanding with Sallee Development, Inc. on the basis of impossibility of performance or assignment.

- | |
|---|
| <ul style="list-style-type: none">• City Council, 03/10/2025: Approval, 8-0 |
|---|

C. Amendment to the Administrative Policy Manual - Paid Time Off (pg 76)

Reference:

Agenda Item Information Sheet
Bill 3940
Sick Leave Bank

Bill 3940 will amend the administrative policy manual in order to combine accrued sick and vacation leave into one category, paid time-off (PTO).

- City Council, 03/10/2025: Approval, 8-0

D. Amendment to the Administrative Policy Manual - Paid Holidays (pg 81)

Reference:

Agenda Item Information Sheet
Bill 3953

In order to position Raymore as an employer of choice, staff recommends adding two additional paid holidays, putting us in line with nearly all surrounding jurisdictions. The two holidays will be Juneteenth (June 19) and an additional floating holiday.

- City Council, 03/10/2025: Approval, 8-0

E. Purchase of Real Estate - 317 N. Jackson Street (pg 85)

Reference:

Agenda Item Information Sheet
Bill 3945
Real Estate Contract
Location Map

Bill 3945 authorizes the City to purchase the property located at 317 N. Jackson Street. The property is contiguous with land previously purchased by the City and will allow for improved access and land area to support the future development of a municipal justice center.

- City Council, 03/10/2025: Approval, 8-0

F. Memorandum of Understanding - Chamber of Commerce (pg 100)

Reference:

Agenda Item Information Sheet
Bill 3951
Memorandum of Understanding: Chamber of Commerce

The Raymore Chamber of Commerce Board met with the City Council in a work session on June 17, 2024, at which time the Chamber's contract with

the City was discussed. The revised contract highlights the partnership between the City and the Chamber of Commerce.

- City Council, 03/10/2025: Approval, 8-0

G. Utility Easement Vacation - 1200 Serenity Court (pg 107)

Reference:

Agenda Item Information Sheet
Bill 3952
Staff Report
Plot Plan/Plat
Application

An application has been filed for a utility easement vacation by Ramon Vazquez of Aqua Blue Pools for lot 304 of Westbrook of Creekmoor 10th Plat, located at 1200 Serenity Court. The request is being made for the purpose of constructing an in-ground swimming pool in the rear yard.

- City Council, 03/10/2025: Approval, 8-0

10. New Business

A. Award of Contract - 2025 Curb Project (pg 121)

Reference:

Agenda Item Information Sheet
Bill 3949
Curb Map
Contract

The 2025 Curb Replacement Project primarily consists of removal and replacement of existing curb and ADA ramp replacement. Staff recommends the contract for the 2025 Curb Project to be awarded to Terry Snelling Construction Inc.

- No previous action on this item

B. Raymore Commerce Center South Chapter 100 - Building 5 (pg 167)

Reference:

Agenda Item Information Sheet

Bill 3957
Trust Indenture
Lease Agreement
Memorandum of Lease Agreement
Bond Purchase Agreement
Deed of Trust and Security Agreement
Raymore Commerce Center South, Building 5

KCI Raymore Building 5, LLC Project is requesting the issuance of taxable industrial revenue bonds by the City of Raymore in an amount not to exceed \$43 million to assist in the financing of Building 5 within Raymore Commerce Center South. The company would purchase the bonds and make the required PILOT payments over a 20-year period.

- | |
|---|
| <ul style="list-style-type: none">• No previous action on this item |
|---|

11. Public Comments

Please identify yourself for the record and keep comments to a maximum of five minutes.

12. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

City Council Work Session notes, 03/17/2025

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.

PUBLIC WORKS MONTHLY REPORT

March 2025

ENGINEERING DIVISION

Projects Under Construction

- Sunset Lane - Subgrade treatment and road installation should begin this week
- Owen Good Forcemain Replacement Project - Installation starting this week

Development Under Construction

- Sendra - Working on Storm Sewer Infrastructure.
- Raymore Commerce Center south - 195th Street to be closed for realignment. The bridge deck was placed and progress is moving forward as expected.
- Saddlebrook - Utilities have been completed.
- Cunningham 4th - Working on Sanitary Sewer Infrastructure.
- Creekside Ranch - Working on Waterline installation

OPERATIONS & MAINTENANCE DIVISION

- 11 City Hall Work Orders
- 240 Locates
- 25 Service Requests
- 3 Driveway Inspections
- 4 Sidewalk Inspections
- 2 Curb Inspections
- 4 Final ROW Inspections
- 9 Sewer Inspections
- 8 Water Taps
- 8 Water Inspections

Winter Event Response (3/4-3/5):

- Applied 40 tons of salt during the winter event.
- Cleaned and maintained salt spreaders, snow removal equipment, and trucks.
- Replenished salt supply in the salt dome.
- Repaired yards damaged by snow plows.
- Calibrated dump truck salt spreaders to ensure accurate salt application.
- Performed maintenance and servicing of snow plow trucks and equipment.

Road Maintenance:

- Patched various potholes throughout the city.

Water and Sewer Services:

- Responded to Owen Good Force Main Break (3/7).
- Addressed various water and sewer service requests.
- Conducted meter activations, inspections, and troubleshooting.
- Completed lead service line inventory inspections for MDNR/EPA compliance.

- Performed station readings.
- Repaired Owen Good Pump Station transfer switch.
- Inspected water meter lids.
- Repaired a damaged fire hydrant at Redwood Drive & Cedar Drive.
- Completed our monthly MDNR water quality reports.

Traffic and Pedestrian Infrastructure:

- Removed fallen tree from 58 Highway & S Franklin Street.
- Removed fallen tree from Vogt Street & E 155th Street.
- Removed fallen tree limbs from the City's right of way throughout the city.
- Repaired traffic signal at 58 Highway & J Highway.
- Performed sign repairs.

Customer Service and Administration:

- Provided ongoing customer service and training.
- Conduct 5 internal interviews for an open Crew Leader Position

MONTHLY REPORT

March 2025

Updates

The Bridges of Memorial Park: Our new bridges are completed at Memorial Park!



2025 Farmers Market: This year's market will be held at T.B. Hanna Station! We are currently working on designing the ideal layout for our shoppers and vendors to enjoy at our award winning park.

Be a vendor at the Raymore Farmers Market! **Click here to apply.** Anyone with questions about being a vendor at the market may call the Parks & Recreation office at 816-322-2791 or email Recreation Coordinator Cecilia Walther at cwalther@raymore.com.



Monthly Highlights

- The Parks and Recreation Board met on Tuesday, February 25 and discussed policy updates and the upcoming capital project list. The Board adopted the 20 Year Parks and Recreation Master Plan.
- Parks and Recreation Director Nathan Musteen participated in a final walk through at the Raymore Activity Center with the facility architects and construction contractors.
- Park Maintenance added boulders along the entrance of Recreation Park to prohibit drivers from parking in the grass.

- Park Maintenance disassembled The Rink at T.B. Hanna Station.
- Athletic Coordinator Nick Cook held a coaches meeting for the upcoming spring soccer season on Wednesday at the Raymore Activity Center.
- Athletic Coordinator Nick Cook met with FBK Renovations to discuss partnership opportunities.
- Recreation Coordinator Cecilia Walther finalized details for the upcoming Easter Festival being held at Recreation Park on Saturday, April 19.
- Athletic Coordinator Nick Cook held coaches meetings for the upcoming volleyball and flag football season.
- Athletic Coordinator Nick Cook held a scheduling meeting for the upcoming soccer season.
- Recreation Superintendent Todd Brennon, Recreation Coordinator Cecilia Walther and Athletic Coordinator Nick Cook met with representatives from Mazuma to discuss potential partnership opportunities.
- Recreation Superintendent Todd Brennon attended the bid closing for Parks and Recreation's uniform contract.
- Recreation Coordinator Cecilia Walther held a meeting with parks and recreation employees to discuss the upcoming Easter Festival.
- Park maintenance built a folding chair storage holder for the chairs located at the Raymore Activity Center.
- Park maintenance assisted with snow events and picked up tree limbs from the high winds during this month's inclement weather.
- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon attended a *Smart Parks, Smarter Tools Asset Management* webinar.
- Parks and Recreation Director Nathan Musteen met with contractors on several upcoming projects in the capital projects plan.
- Recreation Coordinator Cecilia Walther scheduled camp counselor interviews for the upcoming summer camp program this summer.
- Recreation Coordinator Cecilia Walther distributed Easter eggs to volunteers to begin filling Easter eggs for the upcoming Easter Festival scheduled for April 20 at Recreation Park.
- Athletic Coordinator Nick Cook attended the spring athletic scheduling meeting that was hosted in Pleasant Hill. Coordinators began scheduling for the upcoming flag football and volleyball season.
- Park maintenance staff placed bases and mounds on the baseball and softball fields at Recreation Park and Memorial Park.

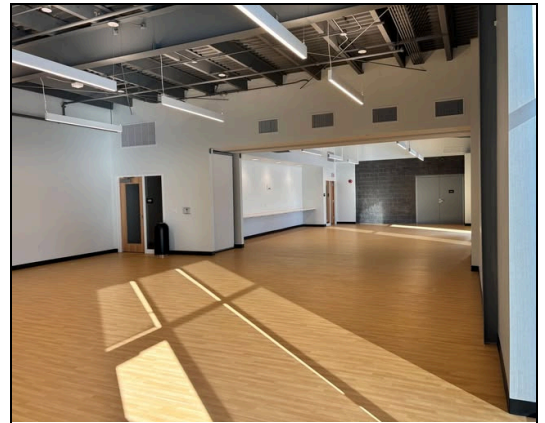
- Park maintenance staff painted the soccer and flag football fields at Recreation Park, hung informational signs at each of the park shelters and tilled the sand volleyball courts at Memorial Park.
- Parks and Recreation Director Nathan Musteen attended the Kansas City Metro Parks and Recreation Directors Association meeting in Spring Hill, KS.

The Sportsmanship Corner (Excellence Room & Resilience Room)

Our brand new multipurpose rooms at the RAC are perfect for your next party. 🎉

Enhance your experience by pairing your room rental with a court rental and enjoy some extra space for basketball, volleyball or pickleball!

Let's talk! Contact us at 816-322-2791 or recreation@raymore.com to learn more and make your personalized reservation at the Raymore Activity Center today.




RAYMORE
parks & recreation

We're Hiring

Open Positions

- Concessions Attendant
- Site Supervisor
- Recreation Attendant
- Summer Camp Counselor

Looking for awesome team members!

Join our team now!

Apply today at
www.raymore.com/joinparks



CITY OF RAYMORE'S ANNUAL

Easter Festival

Free Entry
Ages 4th Grade & under

Saturday, April 19
at Recreation Park
Dash begins at 10 a.m. SHARP!

BYOB
(bring your own basket!)

Tree City USA - 12th Year

Just Announced - The City of Raymore can celebrate its 12th consecutive year as a Tree City USA community. This prestigious designation, awarded by the Arbor Day Foundation highlights our commitment to maintaining a healthy and sustainable urban forest.

By achieving this status, the City of Raymore has demonstrated excellence in:

- Proper tree care and management
- Community involvement in environmental initiatives
- Commitment to green spaces and sustainability

In order to become a Tree City USA, a community must meet and maintain the following four core standards of sound urban forestry management: having a Tree Board, the adoption of a Tree Care Ordinance, a community forestry program of at least \$2 per capita, and a proclamation and observation of Arbor Day.

Trees provide cleaner air, shade, and beauty to our City, benefiting both residents and future generations.



Photo: 2024 Arbor Day Planting @ T.B. Hanna Station (Cover photo of the Winter 2025 P&R Program Guide)

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period February 1, 2025 to February 28, 2025.

February Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

33.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 44.83% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2025.
- Franchise Tax revenues are tracking slightly above straight line at 34.08%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly above straight line budget at 33.57%. City sales taxes are at 33.02% while state shared gasoline and vehicle taxes are at 34.94%.
- Fees and Permit revenues collected are tracking below straight line budget at 26.96%. There are 56 detached single family building permits issued out of the 128 budgeted starts. In addition, we have issued 6 commercial building permits.
- License revenues collected are tracking above straight line budget at 70.45%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in December and January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 25.31%. Staff will continue to monitor this revenue source closely throughout the year.
- Miscellaneous revenues are above straight line budget at 68.85% due to the collection of Dispatch fees in February.

Expenditures:

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

- The Information Technology Department has started to replace the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Streets Department is currently at 37.38% of straight line budget primarily due to the purchase of salt for the winter storm events.

Parks & Recreation Fund**Revenue:**

Revenues are at 49.16% of budget 33.33% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund**Revenue:**

Utility revenues as a whole are tracking at 32.77% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	2,058,153.00	42,308.38	1,909,342.35	0.00	148,810.65	92.77
FRANCHISE TAXES	0.00	0.00	0.00	2,506,712.00	267,184.68	854,308.73	0.00	1,652,403.27	34.08
SALES TAXES	0.00	0.00	0.00	5,003,884.00	485,730.35	1,679,759.01	0.00	3,324,124.99	33.57
FEES AND PERMITS	0.00	0.00	0.00	709,396.00	30,215.92	191,224.72	0.00	518,171.28	26.96
LICENSES	0.00	0.00	0.00	136,742.00	3,821.00	96,329.00	0.00	40,413.00	70.45
MUNICIPAL COURT	0.00	0.00	0.00	346,752.00	18,518.76	87,766.96	0.00	258,985.04	25.31
MISCELLANEOUS	0.00	0.00	0.00	813,099.00	321,320.46	559,791.14	0.00	253,307.86	68.85
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,575,048.00	166,222.75	964,891.00	0.00	1,610,157.00	37.47
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	14,149,786.00	1,335,322.30	6,343,412.91	0.00	7,806,373.09	44.83
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	14,149,786.00	1,335,322.30	6,343,412.91	0.00	7,806,373.09	44.83
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	1,317,057.00	109,754.74	500,618.35	0.00	816,438.65	38.01
ADMINISTRATION	0.00	0.00	0.00	1,648,484.26	132,328.26	502,250.57	5,606.34	1,140,627.35	30.81
INFORMATION TECHNOLOGY	(990.00	(990.00)	0.00	984,015.96	63,738.12	336,157.40	11,420.97	636,437.59	35.32
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	190,494.00	11,846.89	61,373.14	125.34	128,995.52	32.28
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	962,878.80	72,656.90	316,064.00	8,485.12	638,329.68	33.71
ENGINEERING	0.00	0.00	0.00	547,877.68	33,554.95	139,820.67	5,142.12	402,914.89	26.46
STREETS	104,099.21	5,850.00	98,249.21	976,122.80	118,848.91	341,541.68	23,301.85	611,279.27	37.38
BUILDING & GROUNDS	0.00	0.00	0.00	412,153.72	24,893.55	114,378.24	7,445.83	290,329.65	29.56
STORMWATER	0.00	0.00	0.00	381,418.60	25,602.06	106,499.92	1,668.36	273,250.32	28.36
COURT	0.00	0.00	0.00	203,204.00	14,534.36	63,381.07	301.35	139,521.58	31.34
FINANCE	0.00	0.00	0.00	960,665.74	70,696.18	320,445.53	5,968.82	634,251.39	33.98
COMMUNICATIONS	0.00	0.00	0.00	349,099.00	17,154.47	109,614.34	1,080.69	238,403.97	31.71
PROSECUTING ATTORNEY	0.00	0.00	0.00	27,000.00	2,250.00	6,750.00	2,250.00	18,000.00	33.33
POLICE	0.00	0.00	0.00	5,898,783.82	424,267.69	1,935,457.39	11,141.16	3,952,185.27	33.00
EMERGENCY MANAGEMENT	0.00	0.00	0.00	154,839.12	9,712.22	51,536.71	795.37	102,507.04	33.80
TOTAL EXPENDITURES	103,109.21	4,860.00	98,249.21	15,014,094.50	1,131,839.30	4,905,889.01	84,733.32	10,023,472.17	33.24
REVENUES OVER/(UNDER) EXPENDITURES	(103,109.21)	4,860.00	(98,249.21)	(864,308.50)	203,483.00	1,437,523.90	(84,733.32)	(2,217,099.08)	156.52-

25 -PARK FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	545,894.00	11,383.32	513,554.97	0.00	32,339.03	94.08
MISCELLANEOUS	0.00	0.00	0.00	30,385.00	1,527.88	9,440.13	0.00	20,944.87	31.07
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,615.00	465.00	390.00	0.00	22,225.00	1.72
TRANSFERS - INTERFUND	0.00	0.00	0.00	850,000.00	54,166.66	416,666.64	0.00	433,333.36	49.02
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,448,894.00	67,542.86	940,051.74	0.00	508,842.26	64.88
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	50,000.00	39.00	150.50	0.00	49,849.50	0.30
FACILITY RENTAL REVENUE	0.00	0.00	0.00	26,420.00	490.00	2,366.00	0.00	24,054.00	8.96
PROGRAM REVENUE	0.00	0.00	0.00	338,975.00	51,820.00	97,519.50	0.00	241,455.50	28.77
TOTAL RECREATION DIVISION	0.00	0.00	0.00	415,395.00	52,349.00	100,036.00	0.00	315,359.00	24.08
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	71,175.00	5,804.64	20,982.16	0.00	50,192.84	29.48
PROGRAM REVENUE	0.00	0.00	0.00	15,250.00	1,290.00	2,731.00	0.00	12,519.00	17.91
TOTAL CENTERVIEW	0.00	0.00	0.00	86,425.00	7,094.64	23,713.16	0.00	62,711.84	27.44
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	6,000.00	1,780.00	3,623.00	0.00	2,377.00	60.38
CONCESSION REVENUE	0.00	0.00	0.00	4,400.00	1,016.50	2,399.50	0.00	2,000.50	54.53
FACILITY RENTAL REVENUE	0.00	0.00	0.00	43,250.00	1,577.50	11,915.00	0.00	31,335.00	27.55
PROGRAM REVENUE	0.00	0.00	0.00	262,775.00	11,242.00	33,041.50	(160.00)	229,893.50	12.51
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	316,425.00	15,616.00	50,979.00	(160.00)	265,606.00	16.06
TOTAL REVENUES	0.00	0.00	0.00	2,267,139.00	142,602.50	1,114,779.90	(160.00)	1,152,519.10	49.16
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	4,276.00	0.00	4,276.00	1,185,067.89	105,606.31	404,311.18	3,417.13	777,339.58	34.41
RECREATION DIVISION	0.00	0.00	0.00	402,907.50	24,625.75	92,897.05	225.48	309,784.97	23.11
CENTERVIEW	0.00	0.00	0.00	111,028.96	6,843.14	36,979.98	1,049.40	72,999.58	34.25
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	292,330.54	29,836.44	105,398.73	2,593.92	184,337.89	36.94
TOTAL EXPENDITURES	4,276.00	0.00	4,276.00	1,991,334.89	166,911.64	639,586.94	7,285.93	1,344,462.02	32.48
REVENUES OVER/(UNDER) EXPENDITURES	(4,276.00)	0.00	(4,276.00)	275,804.11	(24,309.14)	475,192.96	(7,445.93)	(191,942.92)	169.59

50 -ENTERPRISE FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	178,734.00	9,363.58	60,312.49	0.00	118,421.51	33.74
UTILITY REVENUE	0.00	0.00	0.00	11,145,395.00	869,755.62	3,651,124.10	0.00	7,494,270.90	32.76
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	11,324,129.00	879,119.20	3,711,436.59	0.00	7,612,692.41	32.77
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	11,324,129.00	879,119.20	3,711,436.59	0.00	7,612,692.41	32.77
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	750,000.00	62,500.00	250,000.00	0.00	500,000.00	33.33
WATER	8,022.66	8,022.66	0.00	4,477,053.34	294,259.72	1,094,719.24	125,092.81	3,257,241.29	27.25
SEWER	13,340.94	0.00	13,340.94	4,679,397.34	212,697.28	1,111,636.03	47,876.66	3,519,884.65	24.78
SOLID WASTE	0.00	0.00	0.00	2,183,409.00	167,453.57	501,442.28	0.00	1,681,966.72	22.97
TOTAL EXPENDITURES	21,363.60	8,022.66	13,340.94	12,089,859.68	736,910.57	2,957,797.55	172,969.47	8,959,092.66	25.90
REVENUES OVER/(UNDER) EXPENDITURES	(21,363.60)	8,022.66	(13,340.94)	(765,730.68)	142,208.63	753,639.04	(172,969.47)	(1,346,400.25)	75.83-

Investment Monthly Report

Investments Held at 02/28/2025

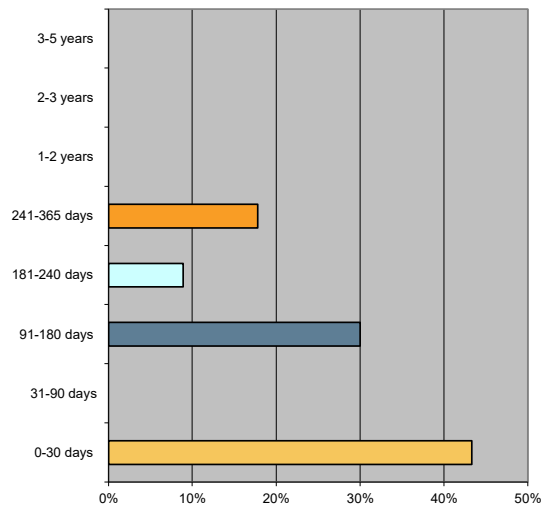
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/23/24	296025548	CBR	US TREASURY NOTE		12/31/25	4,001,093.75	4,000,000.00	4.2210	4,001,093.75	1,093.75
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	4,734,394.10	4,734,394.10	4.1600	4,734,394.10	NA
08/14/19	901472	CBR	CD	Fund 50	08/25/25	743,561.42	743,561.42	4.1500	743,561.42	NA
09/05/24	IASB BID ID5!	NASB	CD - 1316414		09/05/25	2,000,000.00	2,000,000.00	4.6500	2,000,000.00	NA
03/20/24	1275842	NASB	CD		03/20/25	2,500,000.00	2,500,000.00	5.2500	2,500,000.00	NA
03/20/24		NASB	CD		03/20/25	2,500,000.00	2,500,000.00	5.2500	2,500,000.00	NA
08/08/24	296024665	COMMERCE	US TREASURY		08/07/25	2,000,267.55	2,089,000.00	4.4120	2,000,267.55	(88,732.45)
08/08/24	296024664	COMMERCE	US TREASURY		08/07/25	4,000,535.10	4,178,000.00	4.4120	4,000,535.10	(177,464.90)
Investment Total						22,479,851.92	22,744,955.52		22,479,851.92	(265,103.60)

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

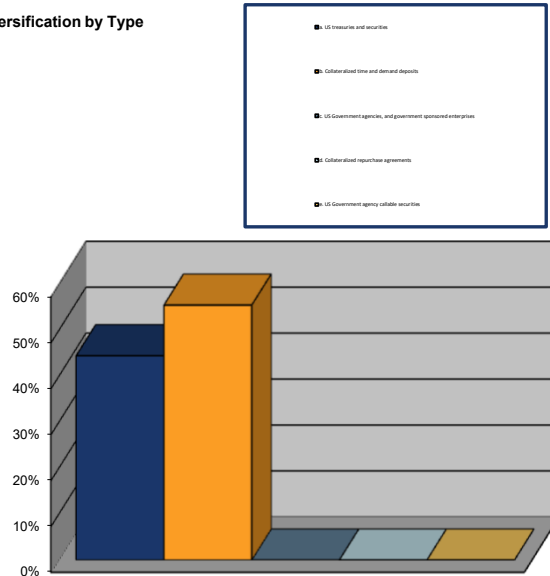
Average Annual Rate of Return: 4.5238

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held

Average Rate of Return on Maturities:

February Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2024 - Sept. 2025)	MoDOT (Traffic & Hwy. Safety Division)	\$11,037 (no match)	\$3,339.77	\$3,339.77	09/30/25
State & Community Hwy. Safety Grant - HMV (Oct. 2024 - Sept. 2025)	MoDOT (Traffic & Hwy. Safety Division)	\$15,379 (no match)	\$1,247.68	\$1,247.68	09/30/25
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$4,353	\$3,627.50	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2025 (July 2024 - June 2025)	FEMA	\$34,171.57 (50% match)	\$16,570.28	\$16,570.28	06/30/25
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

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

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MARCH 10, 2025, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, AND HOLMAN. MEMBER PRESENT VIA VIDEOCONFERENCING: COUNCILMEMBER MILLS. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY EMILY JORDAN.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:00 p.m.

2. Roll Call

Recording Secretary Emily Jordan called roll; quorum present to conduct business.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress reviewed his staff report included in the Council packet.

Chief of Police Jim Wilson stated the next Citizens' Academy will begin on Wednesday, March 12.

City Manager Jim Feuerborn announced items for the March 17 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, February 24, 2025

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye

Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Aye

9. Unfinished Business

10. New Business

A. Award of Contract - On-Call Material Testing

BILL 3950: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CFS ENGINEERS TO PROVIDE ON-CALL MATERIALS TESTING SERVICES."

Recording Secretary Emily Jordan conducted the first reading of Bill 3950 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the council packet. The City's Public Works Department has an occasional need for professional materials testing and geo-technical services such as soil borings and asphalt and concrete testing associated with CIP projects. Staff issued a Request for Qualifications to material testing firms. After reviewing the statement of qualifications that were submitted, staff recommends the services of CFS Engineers to provide these services for a three-year period.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3950 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

B. Voiding Ordinance 2025-056 and Terminating Authorizations

BILL 3948: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VOIDING ORDINANCE 2024-056 AND TERMINATING ALL AUTHORIZATIONS, ACTS, AND CONDITIONS PROVIDED FOR THEREIN."

Recording Secretary Emily Jordan conducted the first reading of Bill 3948 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the council packet. Bill 3948 seeks to void the legislative actions and authorizations provided for in Ordinance 2024-056 which was approved by the City Council on December 9, 2024. Ordinance 2024-056 authorized an amendment of the zoning map for the White Tail Run development from "R-1" Single Family Residential to "PUD" Planned Unit Development. Under the Unified Development Code, a PUD zoning designation requires the approval of a preliminary development plan. In the case of White Tail Run, the preliminary development plan was incorporated into and made a part of a Memorandum of Understanding (MOU) between the City and Sallee Development, Inc. Ordinance 2024-056 authorized the City Manager to enter into an MOU with Sallee Development, Inc. With the approval of the MOU came the rezoning of the White Tail Run development and the approval of the required preliminary development plan. Following the approval of Ordinance 2024-056, City staff received separate written confirmations from representatives of Sallee Development, Inc. and Green Grass Investments, LLC (the owner of the property) that their contractual arrangements for the sale and purchase of the property had been allowed to lapse. The notification from Sallee Development, Inc. and Green Grass Investments also advised that negotiations had been terminated and that Sallee Development, Inc. would not be proceeding forward with the development. The termination of the contract and removal of Sallee Development, Inc. prior to acquiring ownership of the property make performance of the MOU impossible. It also makes assignment of the MOU impossible for Sallee Development, Inc. In light of the impossibility of performance and assignment by the identified developer (Sallee Development, Inc.), staff recommends approval of Bill 3948 so as to provide clarification and to remove any confusion as to the status of the White Tail Run development, including its zoning designation, the effectiveness of the MOU, and the imposition of the preliminary development plan.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3948 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

C. Amendment to the Administrative Policy Manual - Paid Time Off

BILL 3940: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ADMINISTRATIVE POLICY MANUAL REFLECTING CHANGES

IN THE CALCULATION OF VACATION AND SICK LEAVE INTO ONE CATEGORY, PAID TIME OFF (PTO)."

Recording Secretary Emily Jordan conducted the first reading of Bill 3940 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the council packet. During the last budget year, staff began discussing the idea of making a change to the administrative policy manual to combine an employee's sick and vacation time into one category, Paid Time-Off (PTO). Human Resources surveyed surrounding municipalities and found the majority have PTO instead of separating out sick and vacation time. This change will streamline the process for HR and Finance in PTO calculations, will allow employees to manage their time off as one category, and will increase the maximum accrual amount that could be paid to an employee when leaving the City to 600 hours (a 40 hour increase). Included in the Council packet is the draft process HR will follow to convert an employee's accrued sick leave to PTO. Accrued vacation hours will be transferred at 100%. He answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3940 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

D. Amendment to the Administrative Policy Manual - Paid Holidays

BILL 3953: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING AND ADDING TWO ADDITIONAL PAID HOLIDAYS TO THE ADMINISTRATIVE POLICY MANUAL. THE TWO ADDITIONAL HOLIDAYS WILL BE JUNETEENTH (JUNE 19) AND AN ADDITIONAL FLOATING HOLIDAY."

Recording Secretary Emily Jordan conducted the first reading of Bill 3953 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the council packet. For the past several years, Human Resources and Administration have reviewed our Administrative Policy Manual, including the number of paid holidays granted to employees. This past year, the City of Raymore was near the

bottom of municipalities in our region related to the number of paid holidays for employees, including being one of the only jurisdictions not recognizing the Juneteenth holiday. To position Raymore as an employer of choice, staff recommends adding the two additional paid holidays, which will put us in line with nearly all surrounding jurisdictions.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3953 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

E. Purchase of Real Estate - 317 N. Jackson Street

BILL 3945: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE THE PROPERTY AT 317 N. JACKSON STREET, RAYMORE, MISSOURI 64083, IN THE AMOUNT OF \$115,000."

Recording Secretary Emily Jordan conducted the first reading of Bill 3945 by title only.

Development Services Director David Gress reviewed the staff report included in the council packet. In 2021, the City purchased approximately 10.85 acres of land located generally at 58 Highway and North Madison Street for the future development of a municipal justice center. Bill 3945 authorizes the City to acquire an additional piece of property located at 317 N. Jackson Street, which is contiguous with the previously purchased property and will allow for improved access and land area to support the future development. The property includes an unimproved parking lot and a vacant storage building. Staff negotiated the purchase of the property from the current owner Gordon D. Gee, Successor Trustee of the Nancy C. McCray Revocable Trust, for the amount of \$115,000.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3945 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye

Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Aye

F. Memorandum of Understanding - Chamber of Commerce

BILL 3951: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE RAYMORE CHAMBER OF COMMERCE."

Recording Secretary Emily Jordan conducted the first reading of Bill 3951 by title only.

City Manager Jim Feuerborn reviewed the staff report included in the council packet. The Raymore Chamber of Commerce Board met with the City Council in a work session on June 17, 2024, at which time the Chamber's contract with the City was discussed. The revised contract highlights the partnership between the City and the Chamber of Commerce.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3951 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

G. Utility Easement Vacation - 1200 Serenity Court

BILL 3952: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 304 IN WESTBROOK AT CREEKMOOR 10TH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Emily Jordan conducted the first reading of Bill 3952 by title only.

Development Services Director David Gress reviewed the staff report included in the council packet. An application has been filed for a utility easement vacation by

Ramon Vazquez of Aqua Blue Pools for lot 304 of Westbrook of Creekmoor 10th Plat, which is located at 1200 Serenity Court. The request is being made for the purpose of constructing an in-ground swimming pool in the rear yard. The requested vacation would allow for a 7.5-ft easement to remain, which is the standard dimension for utility easements along a rear yard property line. Approval of the request will allow the applicant and property owner to obtain a pool permit.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3952 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked staff for their work with the Raymore Chamber of Commerce and the continued development in the City and in the parks.

Mayor Turnbow discussed the upcoming work session items.

City Manager Jim Feuerborn stated Representative Irwin has invited he and Mayor Turnbow to testify on HB631. Mr. Murdock stated the Mayor will be testifying on the Bill regarding annexation.

13. Adjournment

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye

Councilmember Mills

Aye

The regular meeting of the Raymore City Council adjourned at 6:41 p.m.

Respectfully submitted,

Emily Jordan
Recording Secretary

RESOLUTION 25-10

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and,

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. The Council consents to the Mayor's appointment of the following person to the Parks and Recreation Board as a Ward 4 representative for the term as indicated and until a successor is appointed.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Mike VanAken	March 24, 2025	June 1, 2025

DULY READ AND PASSED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad	Aye
Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Aye

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Online Volunteer Application

1 message

webmaster@raymore.com <webmaster@raymore.com>
To: rmurdock@raymore.com, EHill@raymore.com

Mon, Dec 30, 2024 at 5:33 PM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form
Date & Time: 12/30/2024 5:33 PM
Response #: 83
Submitter ID: 2992
IP address: 2601:300:4002:d660:e5c8:91e5:7e91:cb8e
Time to complete: 12 min. , 54 sec.

Survey Details

Page 1

1. Contact Information

Full Name: Mike Van Aken
Address: 113 E Foxwood Dr, Raymore, mo
Phone Number: (816) 223-6893
Email: mvsmfd@yahoo.com

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

☐ Ward 4

3. I am interested in:

☒ Parks & Recreation Board

4. Why are you interested in serving on a City board or commission?

I have recently retired, and I would like to use my free time volunteering and serving the community of Raymore, Mo.
I have worked with the Parks Department in the past on a number of community projects and feel it is a good organization and I would like to be a part of shaping Raymore's future in this area.

What other community or civic activities do you participate in?

I currently serve as a commissioner for the South Metro Fire Protection District and have done so for 8 years. I enjoy my time working with the community.

Thank you,
City of Raymore, MO

This is an automated message generated by Granicus. Please do not reply directly to this email.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Engineering

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - On-Call Material Testing

STRATEGIC PLAN GOAL / STRATEGY

2.3.3 Strengthen development and maintenance of streets, trails and pedestrian pathways

FINANCIAL IMPACT

Award To:

CFS Engineers

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
3/24/2025

Estimated End Date
3/23/2028

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3950
2. Contract

BACKGROUND / JUSTIFICATION

The City's Public Works Department has an occasional need for professional materials testing and geo-technical services such as soil borings and asphalt and concrete testing associated with CIP projects.

Staff issued a Request for Qualifications to material testing firms. The following firms submitted a response:

CFS Engineers

Braun Intertec

Staff reviewed the statement of qualifications submitted and recommends the City retain the services of CFS Engineers to provide On-Call Materials Testing Services for a three-year period.

BILL 3950

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CFS ENGINEERS TO PROVIDE ON-CALL MATERIALS TESTING SERVICES."

WHEREAS, the City has occasional needs for professional materials testing services; and,

WHEREAS, the staff publicly advertised for On-Call Materials Testing Services; and,

WHEREAS, staff reviewed the proposals submitted and found that the proposal of CFS Engineers was the 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 hereby directed to enter into a guaranteed pricing contract with CFS Engineers to provide On-Call Materials Testing Services.

Section 2. The City Manager and City Clerk are authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF MARCH, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

On Call Material Testing

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 24th day of March, 2025 between CFS Engineers, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1421 E 104th Street, Suite 100, Kansas City, MO 64131, 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 March 24, 2025 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 #25-002 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 #25-002 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

Payment and fee schedules attached. 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)

CFS ENGINEERS

By:  Sabin Yanez

Title: Senior Vice President

Attest:  Adam McEachron

(SEAL)

Appendix A
Scope of Services

Attached.

Appendix B

General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Public Works Director or their authorized representative (s). The Consultant shall not comply with requests and/or orders issued by any other person. The Public Works 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*

This contract is for services provided in a one year period beginning April 1, 2025 and ending March 31, 2026. 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.

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:*

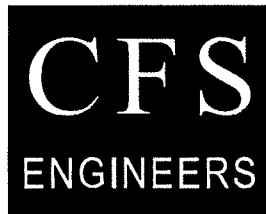
Pursuant to 285.530 RSMo, the consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * 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.

QUALIFICATION FORM D



Field Services	Rate
Technician for Soils, Concrete, and Asphalt Testing	\$78.00 / hour
Structural Steel Technician	\$125.00 / hour
Equipment Charge (Soils and Concrete)	\$40.00 / day
Vehicle Charge (KC Metro Area)	\$30.00 / trip
Sample Pick Up (Proctors and Concrete Cylinders)	\$200.00 / trip
Lab Testing	Rate
Standard Proctor (ASTM D-698)	\$200.00 / test
Atterberg Limits (ASTM D-4318)	\$85.00 / test
Sieve Analysis "Gradation" (ASTM C-136)	\$200.00 / test
Concrete Cylinders (ASTM C-39)	\$15.00 / each
Asphalt Content / Gradation	\$300.00 / test
Full- Asphalt Lab Testing	\$650.00 / test
Deleterious Material	\$150.00 / each
Management & Administration	Rate
Senior Engineer	\$215.00 / hour
Project Engineer	\$165.00 / hour
Project Set Up Charge	\$100.00
Report Review and Administration	Invoiced at 10% of Total

- Services and fees not listed will be quoted upon request.
- All field testing services are portal to portal our Kansas City, Kansas facility (2 hour minimum).
- The prices listed above include electronic transmission of reports in accordance with your instructions.
- Overtime rates will apply for services over 8 hours per day and performed on Saturdays, Sundays and Holidays.

QUALIFICATION FORM D

QUOTE FORM D

Fee

Cost, complete to provide professional services as outlined in RFQu #25-002

List of services and costs may be attached to this quote form.

Please submit 'Quote Form D' in a separate sealed envelope labeled:

Form D - Quote
RFQu: 25-002
On Call Material Testing
Firm Name



ON CALL MATERIAL TESTING

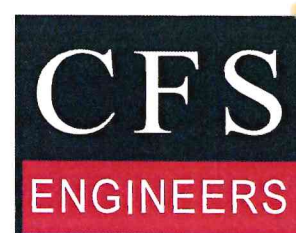
RFQ NUMBER: 25-002

Submitted to:
CITY OF RAYMORE, MISSOURI

Submitted by:
COOK, FLATT & STROBEL ENGINEERS, PA

February 18, 2025

ONE VISION. ONE TEAM. ONE CALL.





Cook, Flatt & Strobel Engineers, P.A.
1421 E 104th Street, Suite 100
Kansas City, Missouri 64131
816.333.4477 | www.cfse.com

February 19, 2025

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

Re: Request for Qualifications | On-Call Material Testing | RFQu No. 25-002

Cook, Flatt & Strobel Engineers (CFS) is pleased to offer on-call materials testing services for the for the City of Raymore. For over 30 years, construction inspection and materials testing have been at the core of CFS's business. Our team has extensive experience and expertise in providing these services for trails, roadways, bridges, complete streets, and utility coordination projects across multiple communities and Departments of Transportation (DOTs).

Our highly skilled team conducts thorough construction inspections, performs essential materials testing, and provides detailed reporting to ensure that every aspect of the project meets local, state, and federal standards. Our approach is proactive, collaborative, and focused on delivering quality results while adhering to the project timeline and budget.

Our materials testing laboratory and field staff office is located 30 miles from the City, ensuring prompt access and response times. We are committed to maintaining the highest standards of quality, safety, and efficiency to support the successful completion of the project.

For several years, CFS developed an outstanding working relationship with the City of Raymore. We have been a part of several planning, design and construction projects within the city helping the city grow and move forward. CFS is eager to collaborate with you again as an extension of your team, and we look forward to your positive review of our proposal.

Respectfully Submitted,
Cook, Flatt & Strobel Engineers, PA

A handwritten signature in blue ink, appearing to read 'Adam McEachron', is positioned below the typed name.

Adam McEachron, PE
Project Manager / Point of Contact
913.627.9040 | adamm@cfse.com

TABLE OF CONTENTS

Company Information

1

Company Information - Firm Qualifications

7

Qualification Forms A-C | CFS Engineers

12

Affidavit of Work Authorization | CFS Engineers

Additional Information

16

Project Experience - CFS Engineers

COMPANY INFORMATION

CFS is a full-service civil engineering consulting firm that provides professional engineering, transportation, and environmental services throughout the Midwest. Our staff of over 110 professionals offers client-focused solutions for public infrastructure, private development, structural, geotechnical, and survey projects. CFS is always striving to provide state-of-the-art solutions while maintaining stability as a medium-sized firm. Our focus on core values such as service and project quality has helped us partner with hundreds of communities and clients throughout the Midwest for the past 60 years.

To Cook, Flatt & Strobel, engineering is more than eye-pleasing design. To us, engineering means relationships, community, and trust while forging lasting, reliable partnerships with common goals. We are strategic thinkers, detailed producers, and innovative problem solvers. We work hard to deliver quality with passion while remaining flexible and dependable.

Our team includes dynamic professionals passionate about tackling challenges and generating real-world, common-sense solutions. Within each project, we strive to improve quality of life, protect natural resources, and better the environment. CFS integrates a broad range of services within one organization, offers comprehensive approaches to clients, and provides expertise to infrastructure challenges.

We're not just an engineering firm; we're an extension of your values and hard work.

CONSTRUCTION OBSERVATION & TESTING

CFS has provided construction observation and materials testing services for over 30 years. Our certified inspectors and managers collaborate closely with clients to review construction activities based on design and contract documents. We ensure that projects remain within the allocated budget and meet scheduled deadlines. Our team is committed to continuous training and uses certified equipment.

contact information

Adam McEachron, PE
Project Manager | Point of Contact
913.627.9040
adamm@cfse.com



MATERIALS TESTING

Our team of certified technicians provide testing of structural steel, soils, concrete, aggregate, asphalt, and masonry. We perform laboratory testing. Our laboratory is certified by AASHTO R-18 AMRL and CCRL, and all testing is performed per the current ASTM or AASHTO procedures. Our team of professionals is certified by the American Concrete Institute (ACI), the International Code Council (ICC), the National Institute for Certification of Engineering Technologies (NICET), and the American Welding Society (AWS). The Kansas City, Kansas office has one of the four (4) labs that our firm has to offer.

MATERIALS TESTING

- » Soils and Aggregates
- » Concrete
- » Asphaltic Concrete
- » Gunite and Shotcrete
- » Masonry Block, Brick, Grout, Mortar and Assembled Prisms
- » Metals and Reinforcing Steel
- » Wood

SPECIAL INSPECTIONS

Certified inspectors provide services on-site and at fabrication shops

- » Reinforced and Prestressed Concrete
- » Reinforcing Steel
- » Structural Welding
- » High-Strength Bolting
- » Structural Masonry
- » Spray-Applied Fireproofing
- » Grading
- » Piling and Drilled Piers
- » Shotcrete



COMPANY INFORMATION Key Team Members

ADAM McEACHRON PE **JAKE ENGLER** PE

Project Manager / Point of Contact Inspection / Testing QA

TRACY WELHOFF

Construction Inspection
Materials Testing



Mr. McEachron has 20 years of experience in geotechnical engineering, laboratory testing, and construction inspection. He supervises engineering technicians to ensure quality control for residential and commercial construction projects. Adam coordinates projects and resolves any conflicts that may arise. He also monitors project budgets, performs cost estimates of construction materials testing and inspection for all types of projects, and communicates with contractors and engineers to address on-site issues. Additionally, Adam supervises and coordinates personnel in the construction materials laboratory and reports laboratory findings.

experience
20 years

education
MBA
BS / Civil Engineering

registrations / certifications
Professional Engineer: MO | KS
ACI Concrete Technician | Grade I



Mr. Engler and his experience were part of the strategy to grow CFS's materials testing and construction inspection expertise. Mr. Engler has almost ten years of experience managing geotechnical engineering projects from the proposal phase to the completion of construction. Jake specializes in construction materials testing, geotechnical engineering, and environmental engineering. He oversees the geotechnical engineering departments, the soils and concrete certified lab, marketing responsibilities, employee training, and establishing and maintaining client relations. Jake is responsible for quality control of most reports and geotech recommendations for commercial and municipal projects.

experience
12 years

education
BS / Civil Engineering

registrations / certifications
Professional Engineer: MO
ACI Concrete Technician | Grade I
ACI Strengths



As a senior inspector who provides specialized testing and inspection services to public and private sector projects, Mr. Capps has a proven track record. His expertise extends to inspecting and testing reinforced concrete, masonry structures, post-installed anchors, elevated decks, soils, and asphalt. With the capacity to read project plans in detail, he ensures that the specifications are met and maintained. Mike works closely with contractors, engineers, and clients to ensure the project is executed seamlessly.

experience
27 years

registrations / certifications
ACI Concrete Field Tester - Grade 1
ACI Adhesive Anchor Inspector
ICC Soils / Concrete / Masonry
Nuclear Density Radiation Safety
PTI Unbonded Inspection Level 2
PT Unbonded Repair Inspection Level 1

TYLER STEUSLOFF

Senior Inspector / Materials Testing



Mr. Steusloff inspects and tests construction materials such as soil, concrete, foundation, reinforcing steel, and structural masonry. In addition, his expertise includes testing and certifying floor flatness. Tyler uses his abilities to analyze and communicate with the contractor and client teams to navigate projects and any problems that may arise.

experience

5 years

education

MS / Natural Resources
BS / Environmental Science

registrations / certifications

ACI Concrete Field Tester - Grade 1
ACI Concrete Construction Special Inspector
ICC Soils / Masonry / Fireproofing
HILTI Firestopping
Nuclear Density Radiation Safety

AARON BADE

Senior Inspector / Materials Testing



Mr. Bade has over eight years of experience in construction inspection and materials testing. Mr. Bade possesses excellent planning and code-reading skills. He understands concrete, soils, anchoring systems, masonry, fireproofing and fire stopping, wood framing inspection, and soil lab management. Aaron has worked on both small-scale and large-scale public and private projects. Additionally, he is skilled in coordinating various tasks and effectively communicating with others.

experience

13 years

registrations / certifications

ACI Concrete Field Tester - Grade 1
ICC Soils / Reinforced Concrete
ICC Masonry / Fireproofing
PTI Unbonded Inspection Level 2
PT Unbonded Repair Inspection Level 1
Nuclear Density Radiation Safety

LIZ MYERS

Construction Inspection
Materials Testing



Ms. Myers is a highly motivated, detail-oriented technician who inspects and tests construction materials for public and private projects. She has experience performing basic tests on concrete, soil, and asphalt and is proficient in inspections involving reinforcing steel, masonry, post-tensioned concrete, vibratory stone columns, and post-installed anchors. Her strong analytical skills and attention to detail enable her to follow technical specifications and ensure that construction processes comply with regulatory and project-specific requirements.

experience

2 years

education

BS / Microbiology

registrations / certifications

ACI Concrete Field Tester - Grade 1
ICC Special Inspector General Requirements
Nuclear Density Radiation Safety

MIKE CAPPS

Construction Inspection
Materials Testing



As a senior inspector who provides specialized testing and inspection services to public and private sector projects, Mr. Capps has a proven track record. His expertise extends to inspecting and testing reinforced concrete, masonry structures, post-installed anchors, elevated decks, soils, and asphalt. With the capacity to read project plans in detail, he ensures that the specifications are met and maintained. Mike works closely with contractors, engineers, and clients to ensure the project is executed seamlessly.

experience

17+ years
2.5 years with CFS

education

BS / Political Science

registrations / certifications

MoDOT / KDOT Certified Inspector
ACI Concrete Field Tester - Grade 1
ICC Soils
Nuclear Density Radiation Safety

SHAYLA KELLEY

Construction Inspection
Materials Testing



Ms. Kelley has two years of experience in municipal, commercial, and industrial construction projects. Her expertise includes the inspection and materials testing of soils, reinforced concrete, asphalt, and various other specialties. Shayla is skilled in reading plans and ensuring compliance with project specifications. She collaborates closely with contractors, engineers, and clients to ensure the success of each project.

experience

2 years
2 years with CFS

registrations / certifications

ACI Concrete Field Tester - Grade 1
Nuclear Density Radiation Safety

YVONNE BEATY

Reporting Quality Assurance



Ms. Beaty is an experienced construction project inspector with a wealth of knowledge in municipal, commercial, and industrial projects. Her current role is providing quality assurance/control for our inspection and testing reporting. Ms. Beaty produces detailed, accurate reports to ensure compliance with industry standards and regulatory requirements. Yvonne excels at interpreting project plans and ensuring construction meets the required standards. She works closely with contractors, engineers, clients, and inspectors to help ensure the successful completion of all construction projects. She is known for her strong communication skills, proactive approach to problem-solving, and commitment to continuous improvement in quality assurance practices.

experience

10.5 years

education

BS / Soil Science

registrations / certifications

ACI Concrete Field Tester - Grade 1
ACI Post-Installed Concrete Anchor
Installation Inspector
ICC Soils / Reinforced Concrete
ICC Masonry / Fireproofing
Nuclear Density Radiation Safety

COMPANY INFORMATION Supporting Personnel

CFS has established a team of highly trained and certified construction inspectors. We have a strong track record of delivering inspection services across Missouri and Kansas. Our team receives continuous training and has access to the latest technology to guarantee top-notch inspections. The matrix below demonstrates the extensive range of certifications held by our inspectors.

CFS Certified Technicians

	ACI Certifications				ICC Certifications			
	Concrete Field I	Concrete Strength	Associate Reinforced Concrete	Post Installed Anchors	Soils	Reinforced Concrete	Structural Masonry	Fireproofing
Tyler Steusloff	X		X		X		X	X
Aaron Bade	X				X	X	X	X
Elisabeth Myers	X							
Eric Howard	X				X			
Ken Burnett	X							
Adam McEachron	X							
Aaron Fisher	X							
Yvonne Beaty	X			X	X	X	X	X
Jake Engler	X	X						
Mike Duke	X	X						
Tracy Welhoff	X			X	X	X	X	
Mike Capps	X							
Shayla Kelley	X							

MoDOT Certifications

	Aggregate Tech	Superpave	Tensile Strength	Bituminous Tech	Concrete Field	Field Density	HMA Aggregate	Plasticity Index
Mike Capps	X	X	X	X	X	X	X	X
Shayla Kelley	X				X	X	X	

Structural Steel Certifications

	AWS/CWI	ASNT LVL II	API 653	API 510	API 570	STI SP001	ICC Steel/Bolting
Matt Christopher							

QUALIFICATION FORM A

QUALIFICATION FORM A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Sabin Yanez, P.E. having authority to act on behalf of (Company name) Cook, Flatt, & Strobel Engineers (CFS) do hereby acknowledge that (Company name) Cook, Flatt & Strobel Engineers (CFS) 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: Cook, Flatt & Strobel Engineers, P.A. (CFS)

ADDRESS: 1100 W Cambridge Circle Drive, Suite 700
Street

ADDRESS: Kansas City Kansas 66103
City State Zip

PHONE: 913.627.9040

E-MAIL: syanez@cfse.com

DATE: 02/11/2025 Sabin A. Yanez Senior Vice President
(Month-Day-Year) Signature of Officer/Title

DATE: 02/11/2025 [Signature] Associate
(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

QUALIFICATION FORM B

QUALIFICATION FORM B

RFQu 25-002

DISCLOSURES

The Consultant submitting this RFQu 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

RFQu 25-002
On Call Material Testing
Page 20 of 24

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm 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 RFQu, 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 Consultant 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 were 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.

QUALIFICATION FORM C CFS Engineers

QUALIFICATION FORM C RFQu 25-002

EXPERIENCE / REFERENCES

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFQu and within the past 12 months. Please include ONLY the following information:

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

*Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	Paslay Managment Group (Owner Rep for KC Aviation)
ADDRESS	209 West 2nd Street, Suite 309 Fort Worth, TX 76102
CONTACT PERSON	Jim Ivy - Implementation Manager
CONTACT EMAIL	
TELEPHONE NUMBER	972.550.1062
PROJECT, AMOUNT AND DATE COMPLETED	New KCI Single Terminal Airport Amount - Insp/Testing: \$1.4B Completed: February 2023

COMPANY NAME	City of Blue Springs, Missouri
ADDRESS	903 W Main Street Blue Springs, MO 64015
CONTACT PERSON	Dennis Dovel - Parks & Recreation Director
CONTACT EMAIL	ddovel@bluespringsgov.com
TELEPHONE NUMBER	816.228.0265
PROJECT, AMOUNT AND DATE COMPLETED	Blue Springs Aquatic Center Amount - Insp/Testing: \$99,925 Completed: 2024

COMPANY NAME	Clay County Planning & Zoning
ADDRESS	234 W. Shrader, Suite C Liberty, MO 64068
CONTACT PERSON	Kipp Jones - Planning & Zoning Director
CONTACT EMAIL	kjones@claycountymo.gov
TELEPHONE NUMBER	816.407.3380
PROJECT, AMOUNT AND DATE COMPLETED	Clay County Law Enforcement Training Center Amount - Insp/Testing: \$23,377 Completed: Under Construction

COMPANY NAME	Lee's Summit R-7 School District
ADDRESS	502 SE Transportation Drive Lee's Summit, MO 64801
CONTACT PERSON	Kyle Gorrell - Director of Facilities
CONTACT EMAIL	kyle.gorrell@lsr7.net
TELEPHONE NUMBER	816.986.2425
PROJECT, AMOUNT AND DATE COMPLETED	Lee's Summit School District On-Call Inspection / Testing Amount - Insp/Testing: \$674,013 Completed: 2020-2024

COMPANY NAME	Wil-Pav Inc.
ADDRESS	12900 E Kentucky Road Sugar Creek, MO 64050
CONTACT PERSON	Dan Ward - Project Manager
CONTACT EMAIL	dan@wilpav.com
TELEPHONE NUMBER	816.935.3422
PROJECT, AMOUNT AND DATE COMPLETED	Raymore Trails / Johnston Drive Improvements Materials Testing Amount - Insp/Testing: \$19,525 Completed: 2024

State the number of Years in Business: 64

State the current number of personnel on staff: 103

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 Sabin Yanez, who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant: Sabin Yanez
Company: Cook, Flatt & Strobel Engineers (CFS)
Address: 1421 E 104th Street, Suite 100 Kansas City, MO 64131

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant 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 #25-002
- 3 Consultant 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 Consultant’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

(Company Name) Cook, Flatt & Strobel Engineers (CFS)

Sabin D. Yanez
Signature

Name: Sabin Yanez

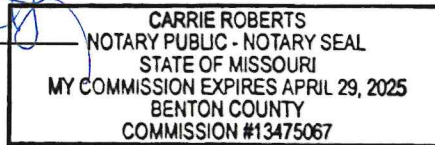
Title: Senior Vice President

Subscribed and sworn to before me this 11 day of February, 2025.

STATE OF Missouri COUNTY OF Benton

Notary Public:

Carrie Roberts



My Commission Expires: 4/29/2025

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 Consultant; and
- 2 A valid copy of the signature page completed and signed by the Consultant, the Social Security Administration, and the Department of Homeland Security -Verification Division.

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Cook, Flatt and Strobel Engineers, PA (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 200575

Approved by:

Employer Cook, Flatt and Strobel Engineers, PA	
Name (Please Type or Print) Robert S Chambers	Title
Signature Electronically Signed	Date 03/24/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/24/2009



Concrete Slump Testing

ADDITIONAL INFORMATION



ADDITIONAL INFORMATION Project Experience

RAYMORE TRAILS

Raymore, Missouri

CFS was selected to conduct construction inspection and testing for Wil-Pav during the Raymore Trails project. Our team carried out inspections and materials testing on the soil subgrade and the concrete for multiple trails. This trail is part of a total reconstruction of Ward Road, which will include adding curbs and gutters, a new bridge, stormwater improvements as well as side street connections.



58 HWY / 173RD STREET IMPROVEMENTS

Belton, Missouri

Superior Bowen chose CFS to perform construction inspection and testing for roadway improvements on the MoDOT project in Belton, Missouri. These improvements involved widening existing roadways, adding sidewalks, upgrading intersections, and ensuring ADA compliance. Our team conducted inspections and materials testing on the soil subgrade and the concrete used for the roadways and public sidewalks.



PLATTE PURCHASE DRIVE INFRASTRUCTURE / UTILITY IMPROVEMENTS

Kansas City, Missouri

As the City of Kansas City sees continued growth in the Northland, CFS Engineers was selected to perform construction administration and inspection for all the significant infrastructure improvements associated with three roadways. Our duties included pre-construction coordination, project documentation, and coordination with City staff, the developer, utilities, and the general contractor. Infrastructure under construction includes underground utilities, stormwater improvements, water line upgrades, roadways, bike lanes, ADA-compliant sidewalks, and multi-use paths. Additionally, CFS was available to provide materials testing as needed.



KCI SINGLE TERMINAL AIRPORT

Kansas City, Missouri

The CFS Team, which included Pfefferkorn Engineering, conducted on-site construction inspection and materials testing for the new roadways, utilities, and terminal building. Our testing work for this \$1.4 billion project involved concrete, soils, aggregates, auger cast piles and structural steel. In addition, the CFS survey team was on-site, providing accurate three-dimensional confirmation of all utility relocations and new airport terminal roadways.



LEE'S SUMMIT SCHOOL DISTRICT IMPROVEMENTS

Lee's Summit, Missouri

As part of an on-call inspection and testing services contract, our team provided special inspection and materials testing for the following:

- » Lee's Summit West Football Stadium Improvements
- » Lee's Summit North Press Box Addition
- » Lee's Summit High School Press Box Addition
- » Lee's Summit School Track Improvements



ST. PIUS X HIGH SCHOOL FOOTBALL STADIUM AND ALUMNI CENTER

Kansas City, Missouri

This project encompassed the site planning and design for a turf football field, a parking lot, an alumni center, and landscaping and utility infrastructure installation.

CFS was responsible for conducting surveys, providing geotechnical services, designing storm drainage and parking lots, and overseeing the landscaping and civil engineering aspects. We closely coordinated with the city, handled the MDNR permit application, and developed the SWPPP.

Our special inspection and materials testing team provided full time inspection and testing for the concession stand, press box and sports support building as well. Our team is currently providing inspection and testing for the new football training facility.





One Vision. One Team. One Call.

CFS Engineers
1421 E 104th Street
Suite 100
Kansas City, MO 64131
816.333.4477





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2025-03-10

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Voiding Ordinance 2025-056 and Terminating Authorizations

STRATEGIC PLAN GOAL / STRATEGY

4.1.3 Continuously improve the City's governance processes

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

1. Bill 3948
2. 2024-12-09 Ord 2024-056 Bill 3930

BACKGROUND / JUSTIFICATION

Bill 3948 seeks to void the legislative actions and authorizations provided for in Ordinance 2024-056 which was approved by the City Council on December 9, 2024.

Ordinance 2024-056 authorized an amendment of the zoning map for the White Tail Run

development from "R-1" Single Family Residential to "PUD" Planned Unit Development. Under the Unified Development Code, a PUD zoning designation requires the approval of a preliminary development plan. In the case of White Tail Run, the preliminary development plan was incorporated into and made a part of a Memorandum of Understanding (MOU) between the City and Sallee Development, Inc.

Ordinance 2024-056 authorized the City Manager to enter into an MOU with Sallee Development, Inc. With the approval of the MOU came the rezoning of the White Tail Run development and the approval of the required preliminary development plan.

Following the approval of Ordinance 2024-056, City staff received separate written confirmations from representatives of Sallee Development, Inc. and Green Grass Investments, LLC (the owner of the property) that their contractual arrangements for the sale and purchase of the property had been allowed to lapse. The notification from Sallee Development, Inc. and Green Grass Investments also advised that negotiations had been terminated and that Sallee Development, Inc. would not be proceeding forward with the development. The termination of the contract and removal of Sallee Development, Inc. prior to acquiring ownership of the property make performance of the MOU impossible. It also makes assignment of the MOU impossible for Sallee Development, Inc.

In light of the impossibility of performance and assignment by the identified developer (Sallee Development, Inc.), staff recommends approval of Bill 3948 so as to provide clarification and to remove any confusion as to the status of the White Tail Run development, including its zoning designation, the effectiveness of the MOU, and the imposition of the preliminary development plan.

BILL 3948**ORDINANCE****"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VOIDING ORDINANCE 2024-056 AND TERMINATING ALL AUTHORIZATIONS, ACTS, AND CONDITIONS PROVIDED FOR THEREIN."**

WHEREAS, on December 9, 2024, the City Council for the City of Raymore voted to approve and adopt Bill 3930 authorizing the amendment of the zoning map from R-1 (Single Family Residential District) to PUD (Planned Unit Development), and approving the White Tail Run Preliminary Development Plan ("Preliminary Development Plan") for a 185.78 acre tract ("Tract") of land located South of 195th Street, East of Elk Drive, in Raymore, Cass County, Missouri ("Raymore"); and,

WHEREAS, the PUD zoning designation under the Unified Development Code of Raymore, requires the approval of a preliminary development plan as a condition precedent to such PUD zoning designation effectiveness; and,

WHEREAS, the Preliminary Development Plan for the Tract was incorporated into, and made a part of, a Memorandum of Understanding ("MOU") with the developer, Sallee Development, Inc. ("Sallee"); and,

WHEREAS, Ordinance 2024-056 approved an MOU with Sallee and authorized the City Manager of Raymore to execute the MOU; and,

WHEREAS, following the adoption of Ordinance 2024-056, representatives of Sallee notified Raymore in writing that they had failed to acquire ownership of the Tract subject to the PUD, the Preliminary Development Plan, and the MOU; and,

WHEREAS, following the adoption of Ordinance 2024-056, representatives of Green Grass Investments, LLC, the owner of the Tract, independently notified the City in writing that negotiations with Sallee for the acquisition of the Tract had been terminated; and,

WHEREAS, the failure of Sallee to acquire ownership of the Tract makes performance of the MOU and the Preliminary Development Plan by the authorized parties impossible; and,

WHEREAS, Raymore has determined the need to provide clarification and instruction as to the MOU, the zoning map, and the Preliminary Development Plan by taking the legislative action of voiding Ordinance 2024-056, including all authorizations, acts, and conditions provided for therein.

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

Section 1. Voiding Ordinance. The City Council hereby voids the authorizations, acts, and conditions provided for within Ordinance 2024-056 on the basis of impossibility of performance and/or allowable assignment of the Memorandum of Understanding by Sallee Development, Inc.

Section 2. Instructions to Staff. As the preliminary development plan and MOU are conditions precedent to the PUD zoning designation, staff is instructed as follows:

(a) Zoning Map. Take no action in changing the zoning map from the R-1 (Single Family Residential District) and notify Sallee Development, Inc. and Green Grass Investments, LLC in writing of such continued designation; and,

(b) Memorandum of Understanding. Refrain from execution of the Memorandum of Understanding, and notify Sallee Development, Inc. and Green Grass Investments that the Memorandum of Understanding will not be executed, nor entered into, by Raymore due to the impossibility of Sallee Development, Inc. to either assign any rights, nor perform its obligations therein; and,

(c) Preliminary Development Plan. Identify any files of Raymore containing the preliminary development plan approved by Ordinance 2024-056 as having been voided by this action and thereafter notify Sallee Development, Inc. and Green Grass Investments, LLC of such voided preliminary development plan.

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, or 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 10TH DAY OF MARCH, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, AND APPROVING THE WHITE TAIL RUN PRELIMINARY DEVELOPMENT PLAN, A 185.78 ACRE TRACT OF LAND LOCATED SOUTH OF 195TH STREET, EAST OF ELK DRIVE, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on October 15, 2024, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on November 25, 2024, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

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

A tract of land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, said tract more particularly described as follows: Beginning at the North Quarter Corner of said Section 33; thence South 87 degrees 10 minutes 18 seconds East along the North line of said Section 33, a distance of 1307.99 feet; thence South 2 degrees 27 minutes 41 West, a distance 2657.77 feet; thence South 2 degrees 01 minutes 01 seconds West, a distance of 671.22 feet; thence North 86 degrees 57 minutes 18 seconds West, a distance of 593.22 feet; thence South 79 degrees 04 minutes 10 seconds West, a distance of 186.67 feet; thence North 2 degrees 16 minutes 55 seconds West, a distance of 137.28 feet; thence along a curve to the right having an initial tangent bearing of South 87 degrees 43 minutes 05 seconds West and a radius of 425.00 feet, an arc distance of 65.38 feet; thence South 6 degrees 31 minutes 58 seconds West, a distance of 140.00 feet; thence North 80 degrees 06 minutes 53 seconds West, a distance of 432.13 feet; thence South 77 degrees 13 minutes 20 seconds West, a distance of 390.93 feet; thence North 70 degrees 24 minutes 39 seconds West, a distance of 462.40 feet; thence North 19 degrees 21 minutes 59 seconds West, a distance of 246.10 feet; thence North 1 degrees 15 minutes 24 seconds East, a distance of 262.41 feet; thence North 26 degrees 19 minutes 29 seconds East, a distance of 499.14 feet; thence North 87 degrees 25 minutes 18 seconds West, a distance of 246.26 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 162.04 feet; thence North 87 degrees 22 minutes 04 seconds West, a distance of 360.00 feet; thence 2 degrees 34 minutes 42 seconds West, a distance of 144.42 feet; thence 87 degrees 08 minutes 02 seconds West, a distance of 365.92 feet; thence North 2 degrees 49 minutes 34 seconds East, a distance of 1354.59 feet to the Southwest corner of Lot 60 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87 degrees 10 minutes 26 seconds East, a distance of 125.00 feet; thence South 2 degrees 49 minutes 34 seconds West, a distance of 35.00 feet; thence South 87 degrees 10 minutes 26 seconds East, a distance of 551.21 feet; thence North 59 degrees 08 minutes 57 seconds East, a distance of 140.81 feet; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 80.00 feet; thence along a curve to the right having an initial tangent bearing of North 34 degrees 09 minutes 01 seconds West and a radius of 410.00 feet, an arc distance of 201.47 feet; thence North 5 degrees 59 minutes 44 seconds West, a distance of 140.95 feet; thence along a curve to the right tangent to the preceding course and having a radius of 410.00 feet, an arc distance of 302.43 feet; thence North 36 degrees 11 minutes 49 seconds East, a distance of 217.36 feet; thence along a curve to the left tangent to the preceding course and having a radius of 490.00 feet, an arc distance of 285.38 feet; thence North 2 degrees 49 minutes 37 seconds East, a distance of 143.17 feet to a point on said North line; thence South 87 degrees 10 minutes 47 seconds East, a distance of 611.31 feet to the Point of Beginning.

Together with an Ingress/Egress Easement:

A tract of land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, the centerline of which being more particularly described as follows:

Commencing at the Southeast corner of Lot 53 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 40.00 feet to the Point of Beginning of a centerline description for Ingress and Egress Easement being 40.00 feet on either side of the following described centerline; thence along a curve to the left having an initial tangent bearing of South 34 degrees 26 minutes 43 seconds East and a radius of 450.00 feet, an arc distance of 297.00 feet; thence along a reverse curve having a radius of 500.00 feet, an arc distance of 200.38 feet; thence South 49 degrees 17 minutes 57 seconds East, a distance of 159.96 feet; thence South 40 degrees 42 minutes 03 seconds West, a distance of 30.47 feet; thence South 67 degrees 30 minutes 31 seconds West, a distance of 652.27 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 463.85 feet to the Point of Termination.

Section 3. Preliminary Development Plan. The Preliminary Development Plan submitted as part of the "PUD" zoning request is attached within the Memorandum of Understanding, identified as Exhibit A, and shall now be determined to be the approved development plan for the property described above.

Section 4. Memorandum of Understanding (MOU). The MOU between the City of Raymore, Missouri and Sallee Development Inc. is approved and the City Manager is directed to execute said agreement on behalf of the City of Raymore, Missouri.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 25TH DAY OF NOVEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

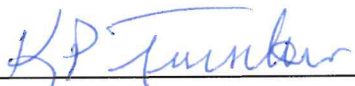
Councilmember Abdelgawad	Aye
Councilmember Baker	Nay
Councilmember Barber	Absent
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Nay

ATTEST:

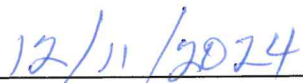


Erica Hill, City Clerk

APPROVE:



Kristofer P. Turnbow, Mayor



Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Human Resources

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Amendment to the Administrative Policy Manual - Paid Time Off

STRATEGIC PLAN GOAL / STRATEGY

4.2.1 Position Raymore as an employer of choice in the region

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
4/6/2025

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3940
2. Sick Leave Bank

BACKGROUND / JUSTIFICATION

During the last budget year, Administration began discussing the idea of making a change to the administrative policy manual to combine an employee's sick and vacation time into one category, Paid Time-Off (PTO). Human Resources surveyed surrounding municipalities

and found the majority have PTO instead of separating out sick and vacation time. This change will streamline the process for HR and Finance in PTO calculations, will allow employees to manage their time off as one category, and will increase the maximum accrual amount that could be paid to an employee when leaving the City to 600 hours (a 40 hour increase). Included in the Council packet is the process HR will follow to convert an employee's accrued sick leave to PTO. Accrued vacation hours will be transferred at 100%.

BILL 3940**ORDINANCE****"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ADMINISTRATIVE POLICY MANUAL REFLECTING CHANGES IN THE CALCULATION OF VACATION AND SICK LEAVE INTO ONE CATEGORY, PAID TIME OFF (PTO)."**

WHEREAS, Administration and Human Resources have reviewed best practices regarding the delineation of sick time and vacation time versus a straight PTO designation, and,

WHEREAS, combining sick time and vacation time into one paid-time off category benefits the employee and the City, and,

WHEREAS, Administration recommends adopting the new PTO policy and the corresponding provisions associated with the change,

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

Section 1. The City Manager is hereby directed to amend the Administrative Policy Manual to insert the following PTO chart and remove the existing vacation and sick leave policies.

Full-time accrual rates:

Years of Service	Accrual Rate per Bi-Monthly Pay Period	Annual PTO Accrual*	Maximum Accrual**
1-4	8 hours	192 hours	600 hours
5-9	10 hours	240 hours	600 hours
10-14	12 hours	288 hours	600 hours
15-19	14 hours	336 hours	600 hours
20+	16 hours	384 hours	600 hours

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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 10TH DAY OF MARCH 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF MARCH, 2024 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Sick Leave Bank Standard Operating Procedure (Post PTO Implementation 2025)

Purpose

The Sick Leave Bank policy governs how accrued sick time will be converted and managed. The conversion process is as follows:

- **25%** of an employee's accrued sick time will be converted at **100%** value into PTO (Paid Time Off).
- The remaining **75%** of accrued sick time will be transferred into a **Sick Leave Bank** for future use.

Example Calculation:

- An employee with **80 hours** of accrued sick leave:
 - **25% (20 hours)** will be transferred to PTO.
 - The remaining **75% (60 hours)** will be transferred to the Sick Leave Bank.

Eligibility

- Employees with unused sick leave hours that are **not eligible for conversion to PTO** are eligible to have their remaining balance transferred to the Sick Leave Bank.

Availability

- Sick Leave Bank hours are available **only** for use during approved **FMLA (Family and Medical Leave Act)** absences that extend beyond **two consecutive weeks** of continuous leave.
- Sick Leave Bank hours **cannot** be used for **intermittent leave**.
- Sick Leave Bank hours do **not accrue** additional time.

Payment Upon Termination

- Hours in the Sick Leave Bank are **not eligible for payout** upon termination of employment.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Amendment to the Administrative Policy Manual - Paid Holidays

STRATEGIC PLAN GOAL / STRATEGY

4.2.1 Position Raymore as an employer of choice in the region

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
4/6/2025

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3953

BACKGROUND / JUSTIFICATION

For the past several years, Human Resources and Administration have reviewed our Administrative Policy Manual, including the number of paid holidays granted to employees. This past year, the City of Raymore was near the bottom of municipalities in our region related to the number of paid holidays for employees, including being one of the only

jurisdictions not recognizing the Juneteenth holiday. To position Raymore as an employer of choice, staff recommends adding the two additional paid holidays, which will put us in line with nearly all surrounding jurisdictions.

BILL 3953

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING AND ADDING TWO ADDITIONAL PAID HOLIDAYS TO THE ADMINISTRATIVE POLICY MANUAL. THE TWO ADDITIONAL HOLIDAYS WILL BE JUNETEENTH (JUNE 19) AND AN ADDITIONAL FLOATING HOLIDAY."

WHEREAS, Administration and Human Resources have reviewed best practices regarding the number of paid holidays for City employees; and,

WHEREAS, the additional two paid holidays would put Raymore in line with neighboring jurisdictions; and,

WHEREAS, Administration recommends adopting the two new paid holidays and recognizes the recruitment and retention benefits of these additions.

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

Section 1. The City Manager is hereby directed to add two additional paid holidays to the Administrative Policy Manual to include Juneteenth and an additional floating holiday.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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 10TH DAY OF MARCH 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025 BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Purchase of Real Estate - 317 N. Jackson Street

STRATEGIC PLAN GOAL / STRATEGY

2.1 Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To:

Amount of Request/Contract: \$115,000

Amount Budgeted:

Funding Source/Account: Restricted Revenue Fund

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

1. Bill 3945
2. Real Estate Contract
3. Location Map

BACKGROUND / JUSTIFICATION

In 2021, the City purchased approximately 10.85 acres of land located generally at 58 Highway and North Madison Street for the future development of a municipal justice center. Bill 3945 authorizes the City to acquire an additional piece of property located at

317 N. Jackson Street, which is contiguous with the previously purchased property and will allow for improved access and land area to support the future development.

The property includes an unimproved parking lot and a vacant storage building.

Staff negotiated the purchase of the property from the current owner Gordon D. Gee, Successor Trustee of the Nancy C. McCray Revocable Trust, for the amount of \$115,000.

BILL 3945**ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE THE PROPERTY AT 317 N. JACKSON STREET, RAYMORE, MISSOURI 64083, IN THE AMOUNT OF \$115,000."

WHEREAS, the City Council previously purchased approximately 10.85 acres of land to allow for future development of a Municipal Justice Center; and,

WHEREAS, the property located at 317 N. Jackson Street is contiguous with the previously purchased land, and provides for improved access and land area to support the future development of a municipal justice center; and,

WHEREAS, the City Council has determined that the purchase price of the property 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 Mayor is directed and authorized to enter into a contract in the amount of \$115,000 plus all fees, with Gordon D. Gee, Successor Trustee of the Nancy C. McCray Revocable Trust dated May 10, 2002, to purchase the tract of land and existing building commonly known as 317 N. Jackson Street, generally located east of North Madison Street and north of Pine Street and legally described as follows:

A tract of land in the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows: Commencing at the Northwest corner of Section 15; thence S 0°48'38"W along the West line of said Northwest Quarter for 136.50 feet; thence S 89°55'55"E along the South line of HERITAGE HILLS LOTS 1 THRU 45, a subdivision of record, for 632.50 feet to the Southwest corner of Lot 5 of said HERITAGE HILLS LOTS 1 THRU 45 for the Point of Beginning; thence continue S 89°55'55"E for 172.20 feet to the Northwest corner of HERITAGE HILLS LOTS 136 THRU 157, a subdivision of record; thence S 0°04'05"W along the West line of said subdivision for 240.00 feet; thence N 89°55'55"W for 172.20 feet; thence N 0°04'05"E for 240.00 feet to the Point of Beginning, as shown in Survey prepared by P.L.S. No. 1958, and recorded in Survey Book 22 at Page 12.

Together with an appurtenant easement for ingress and egress described as follows: Commencing at the Northwest corner of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri; thence S 0°48'38"W along the West line of said Northwest Quarter for 136.50 feet; thence S 89°55'55"E along the South line of HERITAGE HILLS LOTS 1 THRU 45, a subdivision of record, for 582.50 feet to the Southeast corner of Lot 4 of said HERITAGE HILLS LOTS 1 THRU 45 for the Point of Beginning; thence continue S 89°55'55"E for 50.00 feet to the Southwest corner of Lot 5 of said subdivision; thence S 0°04'05"W, parallel to and 172.20 feet West of HERITAGE HILLS LOTS 136 THRU 157, a subdivision of record, for 240.00 feet; thence N 89°55'55"W for 50.00 feet; thence N 0°04'05"E for 240.00 feet to the Point of Beginning. Subject to covenants, conditions, easements, and restrictions of record

Section 2. The Mayor is authorized to execute the real estate 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 10TH DAY OF MARCH, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (“Contract”) is made as of the date of the last party to sign this Contract (the “Effective Date”) by and between:

GORDON D. GEE, Successor Trustee of the Nancy C. McCray Revocable Trust dated May 10, 2002, whose address is 2323 Grand Blvd., Kansas City, MO 64105, E-Mail: ggee@sb-kc.com (“Seller”), and

CITY OF RAYMORE, MISSOURI, a municipal corporation, whose address is 100 Municipal Circle, Raymore, MO 64083, Attention: Jim Feuerborn, City Manager, E-Mail: jfeuerborn@raymore.com (“Buyer”).

WITNESSETH, that Seller and Buyer covenant and agree as follows:

1. Sale of Property. Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer agrees to purchase from Seller:

- (a) the real property commonly known and numbered as 317 North Jackson Street in the City of Raymore, Cass County, Missouri, and legally described as set forth on **EXHIBIT A** attached hereto;
- (b) all buildings and improvements located thereon, and all privileges and other rights appurtenant thereto including, without limitation, all right, title and interest of Seller in and to all streets, roads and public places, opened or proposed and all easements and rights of way, public or private, used in connection therewith;
- (c) all machinery, equipment, material, appliances, and fixtures now or hereafter installed or placed by Seller on such property for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, and including all screens, floor coverings, incinerators and fixtures used thereon, together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of property;
- (d) all rents, income, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created in all or any portions of such real property or any part thereof, or arising out of the construction, use or operation of such real property or any parts thereof, and any other contract rights and intangible assets relating to such real property; and
- (e) to the extent owned by Seller and to the extent assignable, all leases, contracts, agreements, permits, licenses, surveys, maps, plans, specifications, title reports, engineering reports, environmental reports and other documents relating to such real property;

all of the foregoing being collectively referred to herein as the “Property”.

2. Purchase Price. The purchase price for the Property (the "Purchase Price"), subject to prorations as provided in Section 3 below, shall be One Hundred Fifteen Thousand and No/100ths Dollars (\$115,000.00). The Purchase Price shall be payable as follows:

- (a) On the Effective Date, Buyer shall deliver the sum of One Thousand Dollars (\$1,000.00) in immediately available funds to Coffelt Land Title Inc., 1006 W. Foxwood Drive, Raymore MO 64083 (the "Title Company"), to be deposited in Title Company's escrow account, such deposit shall be applied against the Purchase Price; and
- (b) The balance of the Purchase Price (subject to prorations as provided in Section 3 below), shall be deposited by Buyer in immediately available funds into Title Company's escrow account at the Closing.

All monies deposited by Buyer in Title Company's escrow account, together with all interest accrued thereon (if any), shall be referred to herein as the "Escrowed Funds". The Title Company shall hold the Escrowed Funds until the earlier of (i) the termination of this Contract by either Seller or Buyer pursuant to the terms of this Contract, whereupon the Escrowed Funds shall be disbursed as set forth herein, or (ii) the Closing, in which case the Escrowed Funds shall be credited and applied to the Purchase Price. The parties agree that upon the expiration of the Inspection Period (as defined in Section 6 below) the Escrowed Funds shall become nonrefundable, except in the event (i) Seller is unable to correct Buyer's title or survey objections and Buyer refuses to waive such objections as set forth in Sections 4 and 5 hereof, or (ii) Seller is in default of this Contract as provided in Section 15 below. Notwithstanding anything herein to the contrary, the Title Company shall be obligated to disburse the Escrowed Funds at Closing or upon any termination of this Contract only upon the written instructions of both parties, and in the absence of such instructions or in the event of any dispute, the Title Company shall be and is hereby authorized, but not obligated, to pay the entire amount of the Escrowed Funds into court. Seller and Buyer acknowledge that the Title Company is acting solely as a stakeholder at their request and for their convenience and that the Title Company shall not be deemed to be the agent of either of the parties in any action that it shall take in its capacity as escrow agent.

3. Prorations, Closing Costs. Seller shall pay all taxes, general and special, if any, and all assessments which are a lien on the Property which can be paid by Closing, except that all taxes and assessments, including any special assessment installments, payable during the calendar year or other applicable tax period in which Closing occurs shall be prorated between Seller and Buyer on the basis of said calendar year or other applicable tax period as of the Closing Date. If the amount of any such tax to be prorated cannot then be ascertained at Closing, proration shall be computed based upon the actual amount thereof paid in the preceding calendar year or other applicable tax period. All such prorations shall be final as of Closing. Buyer shall assume the responsibility for paying all taxes and assessments, including special assessments installments, payable for years after the calendar year or other applicable tax period in which Closing occurs.

Seller shall be responsible for (a) the payment of the basic premium for the Owner's Title Policy (as hereafter defined); (b) all recording fees and taxes relating to the recording of Seller's deed, and (c) one-half of any closing fee charged by Title Company. Buyer shall be responsible for the payment of all other Closing costs.

The present insurance coverage on the Property shall be terminated at Closing and there shall be no proration. The provisions of this Section 3 shall survive the Closing.

4. Title Insurance and Owner's Title Policy. Seller shall furnish to Buyer a standard commitment for the current version of the ALTA Owner's Title Insurance Policy ("Owner's Title Policy"), issued by the Title Company in the full amount of the Purchase Price hereunder insuring a fee

simple title in the Property in Buyer as of the Closing Date, subject only to those matters as may be accepted (or deemed accepted) by Buyer in its reasonable discretion (the "Permitted Exceptions"). Within ten (10) business days after the Effective Date, Seller shall cause the Title Company to prepare a preliminary title commitment ("Commitment") for such title insurance policy, and furnish copies thereof to Buyer and Seller, along with copies of exception documents noted therein. Buyer shall have until the later of the expiration of the Inspection Period (as defined below) or the expiration of the 5-business day period described in Section 5 below to notify Seller in writing of any reasonable objections ("Buyer's Title Objections") to defects in title shown therein. If no written Buyer's Title Objections are received by Seller from Buyer prior to the expiration of the applicable period, the status of title as shown in such Commitment shall be deemed approved for all purposes of this Contract. Seller shall have until Closing to correct any matter objected to by Buyer; provided, however, that nothing contained herein shall obligate Seller to correct any matter objected to by Buyer, or to adjust the Purchase Price. If Seller is unable or unwilling to eliminate Buyer's Title Objections, Buyer may (as its sole and exclusive remedy) terminate this Contract by notice in writing to Seller by the date which is five (5) business days following receipt of written notice from Seller that it is unwilling or unable to eliminate or modify Buyer's Title Objections, or Buyer may accept such title to the Property as Seller can deliver without any reduction in the Purchase Price, in which event such uncured Buyer's Title Objections shall be included in the term "Permitted Exceptions" hereunder. If Buyer does not elect to terminate within the period described in the immediately preceding sentence, Buyer shall be deemed to have accepted the form and substance of the Commitment and all matters shown thereon and such matters shall be included in the term "Permitted Exceptions." Upon a termination of this Contract pursuant to this Section 4, the parties shall have no further rights or obligations hereunder, other than those rights and obligations which expressly survive the termination of this Contract, the Escrowed Funds shall be refunded to Buyer and the parties thereafter shall be released from all further duties of performance hereunder, each without liability to the other.

5. Survey. Prior to Closing, Buyer may, but shall not be obligated to, at Buyer's sole cost, obtain an as-built survey of the Property prepared by a licensed professional engineer or surveyor which is acceptable to the Title Company for the purpose of deleting all survey-related standard preprinted exceptions to the Commitment (the "Survey"). In the event the Survey is prepared and it shows any matter affecting the Property that is unacceptable to Buyer in its reasonable discretion, Buyer shall, within five (5) days after receipt of the Survey notify Seller in writing of such fact ("Buyer's Survey Objections"). Upon the expiration of said 5-day period, Buyer shall be deemed to have accepted the form and substance of the Survey and all matters shown thereon and such matters shall be included in the term "Permitted Exceptions." Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify any of the Buyer's Survey Objections. If Seller is not able or is unwilling to eliminate Buyer's Survey Objections, Buyer may (as its sole and exclusive remedy) terminate this Contract by written notice to Seller by the date which is five (5) business days following written notice from Seller that it is unwilling or unable to eliminate or modify Buyer's Survey Objections, or Buyer may accept such title to the Property as Seller can deliver without any reduction in the Purchase Price, in which event such uncured Buyer's Survey Objections shall be included in the term "Permitted Exceptions." If Buyer does not elect to terminate within the period described in the immediately preceding sentence, Buyer shall be deemed to have accepted the form and substance of the Survey and all matters shown thereon and such matters shall be included in the term "Permitted Exceptions." Upon a termination of this Contract pursuant to this Section 5, the parties shall have no further rights or obligations hereunder, other than those rights or obligations which expressly survive the termination of this Contract, and the parties thereafter shall be released from all further duties of performance hereunder, except as provided above, each without liability to the other.

6. Inspection. For a period of thirty (30) days from and after the Effective Date (the "Inspection Period"), Seller shall grant Buyer access to the Property at all reasonable times for the purposes of inspecting the physical and other condition of the Property (including performing soil,

environmental tests or audits, and such other inspections as Buyer may reasonably determine necessary). After making the tests and inspections contemplated by this Section 6, Buyer shall restore the Property to substantially its condition prior to such tests and inspections. Buyer hereby agrees to indemnify, defend, protect and hold Seller, Seller's officers, partners, tenants, agents, contractors, affiliates, subsidiaries and employees harmless from and against any loss, liability, claim, damage, cost or expense (including reasonable attorneys' fees) in connection with such tests and inspections performed by Buyer and/or Buyer's contractors, subcontractors, employees and agent(s). All information relating to the Property, other than matters of public record and matters generally known to the public, obtained through inspection of the Property by Buyer or provided to Buyer by Seller, will be treated by Buyer as confidential, and will not be disclosed to anyone other than on a need-to-know basis and to Buyer's consultants. Buyer shall deliver to Seller copies of all studies and reports generated by Buyer in connection with Buyer's study of the Property. The provisions of this Section 6 shall survive the Closing or earlier termination of this Contract.

Notwithstanding anything herein to the contrary, the parties agree that Buyer shall have the absolute right and privilege to terminate this Contract without cause, and receive a refund of the Escrowed Funds if Buyer delivers written notice of termination of this Contract to Seller prior to the expiration of the Inspection Period. If Buyer terminates this Contract, Buyer also shall return to Seller all due diligence materials delivered by Seller to Buyer pursuant to this Section 6 contemporaneously with Buyer's termination notice. Buyer's failure to notify Seller prior to the expiration of the Inspection Period shall serve as Buyer's election to waive its right to terminate this Contract pursuant to this Section 6.

EXCEPT AS SET FORTH IN THE CONTRACT OR ANY DOCUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE CLOSING (THE "CLOSING DOCUMENTS") BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, AND SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON; (II) THE NATURE OR CONDITION OF TITLE TO THE PROPERTY TO BE DELIVERED BY SELLER AT THE CLOSING, INCLUDING THE EXISTENCE, NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT TO POSSESSION OR USE, LIEN ENCUMBRANCE, LICENSE RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY; AND (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR ANY OTHER BODY. EXCEPT AS SET FORTH IN THIS CONTRACT OR IN ANY OF THE CLOSING DOCUMENTS, BUYER ACKNOWLEDGES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER AGREES TO ACCEPT THE PROPERTY, AND ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS CONTRACT OR IN THE CLOSING DOCUMENTS, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY SELLER, ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS. BUYER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR THE CLOSING DOCUMENTS, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY.

FURTHER, AND WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS CONTRACT AND EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT OR ANY OTHER CLOSING DOCUMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRESENCE ON, IN OR BENEATH THE PROPERTY (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS SUBSTANCES, BIOLOGICAL MATTER INCLUDING BUT NOT LIMITED TO MOLD, MILDEW AND FUNGI, OR MATERIALS WHICH ARE CATEGORIZED AS HAZARDOUS OR TOXIC UNDER ANY LOCAL, STATE OR FEDERAL, LAW, STATUTE, ORDINANCE, RULE, REGULATION OR GOVERNMENTAL GUIDANCE PERTAINING TO ENVIRONMENTAL OR SUBSTANCE REGULATION, CONTAMINATION, CLEAN-UP OR DISCLOSURE AND SHALL HAVE NO LIABILITY TO BUYER THEREFORE. BY ACCEPTANCE OF THIS CONTRACT, AND THE SPECIAL WARRANTY DEED TO BE DELIVERED BY SELLER AT THE CLOSING, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) WILL BE ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS SUBSTANCES OR MATERIALS.

7. Intentionally Deleted.

8. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

- (a) The Property will be conveyed to Buyer at Closing free and clear of all liens, claims, encumbrances, restrictions or reservations of any manner, except for the Permitted Exceptions.
- (b) Seller has not received any actual written notice that the Property is not in compliance with any applicable statute, law, ordinance, code, rule or regulation.

9. Buyer's Representations and Warranties. Buyer represents and warrants to Seller, both as of the Effective Date and as of the Closing Date, that:

- (a) Buyer has the full power and authority to execute, deliver and perform this Contract and all agreements and documents referred to in this Contract or contemplated hereby, and no consents of any third party are required. This Contract is binding and enforceable against Buyer in accordance with its terms.
- (b) Neither the execution of this Contract, the consummation of the sale, nor the acceptance of the Property from Seller, has or will constitute a violation or breach of any of the terms of any contract or other instrument to which Buyer is a party or to which Buyer is subject.

10. Closing and Closing Documents. Closing of this Contract (the "Closing") shall take place at the office of the Title Company on a date which is within ten (10) days after the expiration of the Inspection Period (the "Closing Date"). At Closing:

- (a) Seller shall execute and deliver its Special Warranty Deed to the Property so as to vest in Buyer a fee simple title thereto subject to the Permitted Exceptions;
- (b) Buyer shall deposit into the Title Company's escrow account the funds described in Section 2(b) hereof;

- (c) Buyer and Seller shall execute and deliver closing statements and shall instruct the Title Company to release the Purchase Price to Seller, subject to any prorations performed upon Closing pursuant to Section 3 hereof; and
- (d) Buyer and Seller shall execute and deliver any and all other documents, certificates and instruments reasonably required to be executed to effect the Closing;

The Title Company shall hold all Closing documents and funds in escrow and shall continue its search since the date of the Commitment and if such search shows no encumbrance or other matter affecting title since said date, other than the Permitted Exceptions, and if the Title Company is prepared to issue the Owner's Title Policy in the amount of the Purchase Price insuring fee simple title in the Buyer, it shall record the Special Warranty Deed executed by Seller, deliver the Purchase Price to Seller (subject to the prorations described in Section 3 hereof), issue and deliver the Owner's Title Policy to Buyer (or a commitment to issue the same), and deliver to Buyer and Seller as appropriate the documents referred to in this Section 10.

11. Possession. Possession of the Property shall be delivered by Seller to Buyer on the Closing Date.

12. Insurance. Seller agrees to maintain Seller's current insurance coverage on the Property until Closing. If, prior to Closing, all or any part of the Property is material destroyed or damaged, Seller shall promptly provide written notice to Buyer of such damage. Notwithstanding such damage, this Contract shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any insurance proceeds payable on account of such casualty.

13. Notices. All notices, consents, approvals, requests, waivers, objections, or other communications (collectively, the "Notices", and individually, a "Notice") required or permitted under this Contract shall be in writing and shall be served by (a) hand delivery, in which case notice shall be deemed delivered upon receipt, (b) by prepaid United States certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit with the United State Postal Service, (c) by overnight delivery service guaranteeing next day delivery and providing a receipt, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, or (d) by e-mail, with receipt confirmed, in which case notice shall be deemed delivered on the date of sending. All Notices shall be addressed to the parties at the respective addresses and e-mail addresses set forth on the first page of this Contract, and in the case of Seller, with a copy to Seigfreid Bingham, P.C., 2323 Grand Blvd. Suite 1000, Kansas City, Missouri 64108, Attention: Steve Kyle, E-mail: skyle@sb-kc.com; except that either party may, by Notice in the manner provided above, change this address for all subsequent Notices. A party's failure or refusal to accept service of a Notice shall constitute delivery of the Notice.

14. Buyer's Default. Should Buyer violate or fail to fulfill and perform any of the material terms or conditions of this Contract at or prior to Closing, and if as a result thereof Closing hereunder shall not occur, then Seller's sole and exclusive remedy shall be to terminate this Contract and retain the Escrowed Funds as liquidated damages, in which event the parties shall be released from all further duties of performance hereunder each, without liability to the other, except for any obligations and liabilities which expressly survive the termination of this Contract. Further, Seller agrees that in no event will it seek specific performance of this Contract or any other legal or equitable remedy, other than the retention of the Escrowed Funds and a suit for damages in the event of Buyer's default hereunder with respect to an obligation or liability which expressly survives the termination of this Contract, in the event this Contract does not close due to Buyer's material breach and failure or refusal to perform.

15. Seller's Default. Should Seller violate or fail to fulfill and perform any of the material terms or conditions of this Contract at or prior to Closing, and if as a result thereof Closing hereunder shall not occur, then Buyer's sole and exclusive remedy shall be to elect one of the following: (i) to terminate this Contract, in which event the Escrowed Funds shall be returned to Buyer, in which event the parties shall be released from all further duties of performance hereunder each, without liability to the other, except for any obligations and liabilities which expressly survive the termination of this Contract, or (ii) to bring a suit for specific performance, provided that any suit for specific performance will be brought within ninety (90) days of the date on which Closing would have occurred but for Seller's default, Buyer waiving the right to bring suit at any later date. Provided, however, Buyer shall be entitled to bring a suit for damages in the event of Seller's default hereunder with respect to an obligation or liability which expressly survives Closing, or the termination of this Contract, in the event this Contract does not close.

16. Brokerage. The parties acknowledge and agree that Kevin Tubbesing of The Land Source LLC has acted as Seller's broker in the negotiation of this Contract, and that Seller shall be solely responsible for paying a sales commission in accordance with their separate agreement. Other than as set forth herein, Seller and Buyer represent and agree that no real estate broker(s) or agent(s) have participated in any manner in the negotiation of this Contract, and that no sales commission is due any such broker(s) or agent(s). Any party to this Contract through whom a claim to any broker's, agent's, finder's or other fee or commission is made, contrary to the foregoing representation, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including reasonable attorneys' fees, court costs and other legal expenses, paid or incurred by the other party that is in any way related to such a claim. This Section 16 shall survive Closing or termination of this Contract.

17. Entire Agreement. This Contract, including all exhibits, riders or addenda attached hereto (which, if any, are incorporated herein by reference), constitutes the entire agreement of Buyer and Seller concerning the subject matters hereof, supersedes all other prior understandings or agreements, written or oral, pertaining thereto, and may be modified only by both parties initialing changes herein or by separate written agreement, signed by both parties.

18. Limitation on Survival of Representations, Warranties and Obligations. Except as otherwise expressly provided in this Contract, no representations, warranties or obligations of Seller set forth in this Contract shall survive the Closing. The delivery of the Special Warranty Deed by Seller and acceptance thereof by Buyer shall be deemed to be the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

19. Assignment. Buyer may not assign this Contract without Seller's prior written consent; except to an affiliated entity, provided that Seller is provided with written notice of such assignment prior to Closing, and (b) such assignee unconditionally assumes all obligations of Buyer hereunder.

20. Miscellaneous. Time and exact performance are of the essence of this Contract. Subject to the terms of Section 21 hereof, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. Buyer or Seller may waive, in writing, any conditions in this Contract which are not complied with by the other party and said conditions shall be deemed complied with for all purposes. The interpretation, construction and performance of this Contract shall be governed by the laws of the State of Missouri. This Contract shall not be recorded. If any date on which a time period scheduled to expire herein is a Saturday, Sunday or legal holiday, the subject date shall be extended to the next business day.

21. Counterparts and Electronic Signatures. This Contract may be executed in any number of counterparts and by different parties thereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A signature of a party sent by electronic means shall be deemed to constitute an original and fully effective signature of such party.

IN WITNESS WHEREOF, Seller and Buyer have caused this Contract to be executed by their duly authorized representatives as of the day and year set forth below.

“Seller”

“Buyer”

CITY OF RAYMORE, MISSOURI

Gordon D. Gee, Successor Trustee of the
Nancy C. McCray Revocable Trust
dated May 10, 2002

Date:_____

By:_____

Name:_____

Title:_____

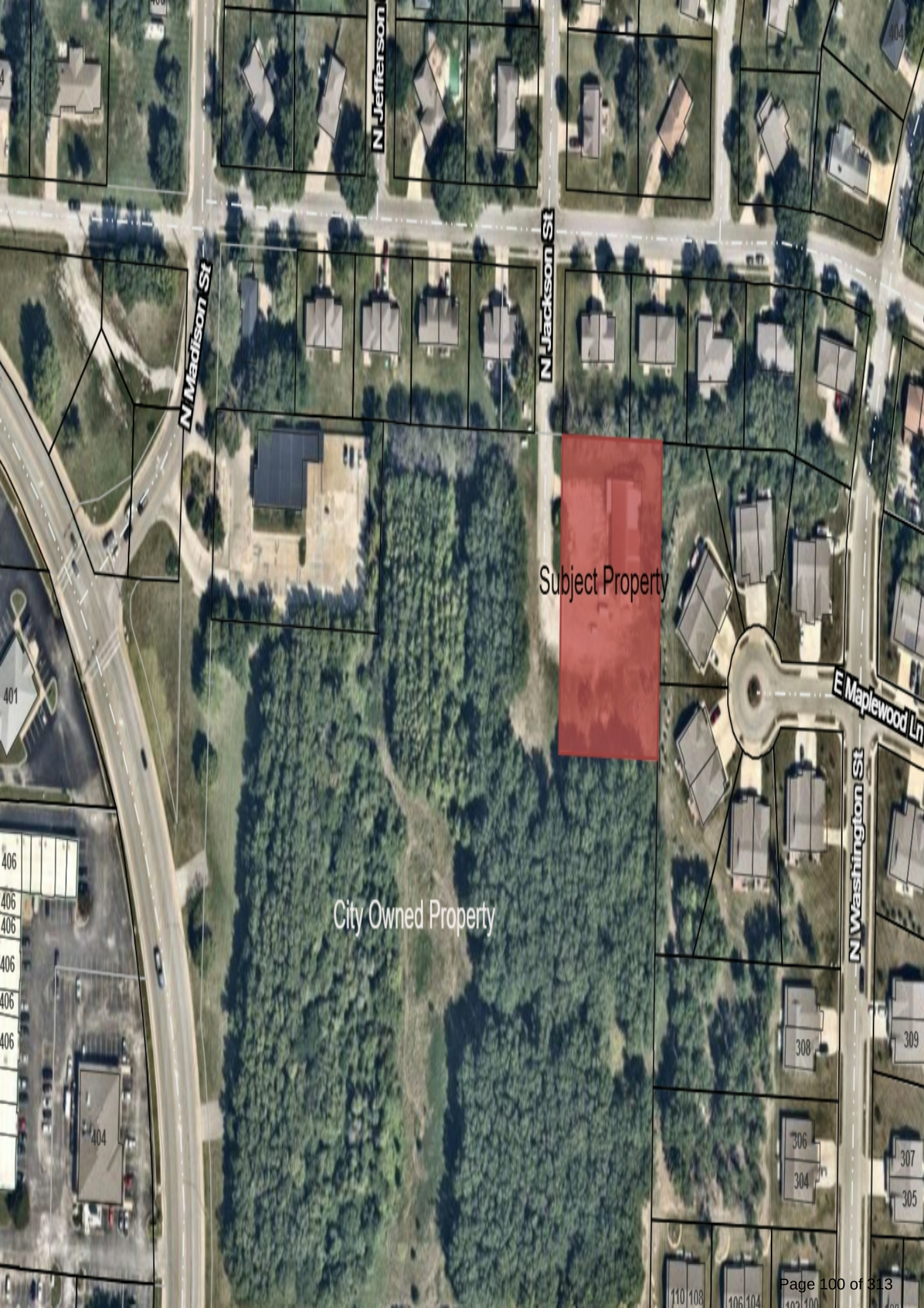
Date:_____

EXHIBIT A

Legal Description of the Property

A tract of land in the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows: Commencing at the Northwest corner of Section 15; thence S 0°48'38"W along the West line of said Northwest Quarter for 136.50 feet; thence S 89°55'55"E along the South line of HERITAGE HILLS LOTS 1 THRU 45, a subdivision of record, for 632.50 feet to the Southwest corner of Lot 5 of said HERITAGE HILLS LOTS 1 THRU 45 for the Point of Beginning; thence continue S 89°55'55"E for 172.20 feet to the Northwest corner of HERITAGE HILLS LOTS 136 THRU 157, a subdivision of record; thence S 0°04'05"W along the West line of said subdivision for 240.00 feet; thence N 89°55'55"W for 172.20 feet; thence N 0°04'05"E for 240.00 feet to the Point of Beginning, as shown in Survey prepared by P.L.S. No. 1958, and recorded in Survey Book 22 at Page 12.

Together with an appurtenant easement for ingress and egress described as follows: Commencing at the Northwest corner of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri; thence S 0°48'38"W along the West line of said Northwest Quarter for 136.50 feet; thence S 89°55'55"E along the South line of HERITAGE HILLS LOTS 1 THRU 45, a subdivision of record, for 582.50 feet to the Southeast corner of Lot 4 of said HERITAGE HILLS LOTS 1 THRU 45 for the Point of Beginning; thence continue S 89°55'55"E for 50.00 feet to the Southwest corner of Lot 5 of said subdivision; thence S 0°04'05"W, parallel to and 172.20 feet West of HERITAGE HILLS LOTS 136 THRU 157, a subdivision of record, for 240.00 feet; thence N 89°55'55"W for 50.00 feet; thence N 0°04'05"E for 240.00 feet to the Point of Beginning.



N Madison St

N Jefferson

N Jackson St

Subject Property

City Owned Property

E Maplewood Ln

N Washington St

401

406

406

406

406

406

406

404

308

306

304

309

307

305

110/108

106/104

102/100



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Memorandum of Understanding - Chamber of Commerce

STRATEGIC PLAN GOAL / STRATEGY

Goal 3.3: Cultivate a climate for prosperous business growth and development.

FINANCIAL IMPACT

Award To:	Raymore Chamber of Commerce
Amount of Request/Contract:	\$10,000
Amount Budgeted:	\$10,000
Funding Source/Account:	01-03-7250-1220

PROJECT TIMELINE

Estimated Start Date
3/24/2025

Estimated End Date
3/23/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3951
2. Memorandum of Understanding: Chamber of Commerce

BACKGROUND / JUSTIFICATION

The Raymore Chamber of Commerce Board met with the City Council in a work session on June 17, 2024, at which time the Chamber's contract with the City was discussed. The

revised contract highlights the partnership between the City and the Chamber of Commerce.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE RAYMORE CHAMBER OF COMMERCE."

WHEREAS, the Raymore Chamber of Commerce plays a vital role in connecting citizens, tourists, prospective residents, business owners, and other stakeholders with essential information about the community; and,

WHEREAS, the updated Memorandum of Understanding establishes a formal framework for the partnership between the City of Raymore and the Raymore Chamber of Commerce, outlining their shared objectives and responsibilities; and,

WHEREAS, the City of Raymore and the Raymore Chamber of Commerce have committed to advancing economic growth and community development by collaborating on initiatives for the benefit of both businesses and residents; and,

WHEREAS, through its financial support and active participation on the Chamber's Board of Directors, the City of Raymore reinforces its commitment to strengthening the partnership between the City and the Chamber.

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

Section 1. The City Manager is hereby directed and authorized to enter into an agreement with the Raymore Chamber of Commerce, attached hereto as an Exhibit.

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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

DULY READ THE FIRST TIME THIS 10TH DAY OF MARCH, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into between the City of Raymore, a constitutional charter city, and the Raymore Chamber of Commerce, a non-for-profit corporation, existing under the laws of the State of Missouri.

This Memorandum of Understanding (MOU) between the City and the Raymore Chamber of Commerce is for the purpose of highlighting the partnership framework that exists between our two entities while establishing shared goals and responsibilities.

The shared goals of the City and Chamber include fostering quality, sustainable economic development within the city by promoting business attraction, existing business growth and addressing local concerns that impact local businesses and the residents who patronize them.

The MOU shall serve as a collaborative guidance for projects and initiatives that mutually benefit both parties, the business and residents of the city.

Raymore Chamber of Commerce Sphere of Activity:

1. The Chamber will promote and market Raymore as a premier location to do business and host events; including promotion of and to Chamber members, local businesses and residents.
 - a. The Chamber shall provide the City with advertising information and material about Chamber functions and events to allow the City to assist in mutual promotions.
 - b. The Chamber will extend the City priority marketing and communication opportunities through social media and print.
 - i. City will receive first priority ad placement in the biennial Community Guide.
2. The Chamber will actively engage new residents and provide business support services to foster stronger connections within the Raymore community.
 - a. The Chamber shall provide New Resident Packets for new residents to be distributed at the Utility windows at City Hall.
 - b. The Chamber will serve as a confidential contact point to assist new and expanding businesses in Raymore.

- c. The Chamber will continue involvement in official Chamber member ribbon cuttings and celebrations, as well as attendance at nonmember ribbon cuttings and celebrations.
 - d. The Chamber will provide businesses with a new business guide(s) and resources to educate local businesses on the rules and regulations for operating a business in the City of Raymore, including licensing requirements, sales tax reporting requirements, and other regulations.
- 3. The Chamber will provide updates to city staff and City Council on services and news including upcoming events, staff contacts, promotions and other information of mutual interest to both parties; and be responsible stewards of the City's financial contribution.
 - a. The Chamber shall responsibly manage the City's contribution of \$10,000 to support the implementation of their mutual goals outlined within this MOU.
- 4. The City shall have no less than two members on the Chamber Board of Directors.
 - a. These representations shall be selected by the City with the following conditions:
 - i. The Mayor of the City or his/her designee shall be a voting member of the Board.
 - ii. The Mayor of the City has the authority to appoint an alternate to vote at board meetings in his/her absence.
 - iii. One other at-large selection as determined by the City.
 - iv. The City will annually provide representatives to serve on the board.
 - b. This representation shall remain consistent with the representation provisions of the Chamber By-Laws.

City of Raymore Sphere of Activity:

- 1. The City will recognize the Raymore Chamber of Commerce as the City's official business organization and a representative of the local business community by promoting Chamber events and activities.
 - a. Display Chamber events and functions on City calendars, at the request of Chamber staff, at no cost.
 - b. The City can provide additional financial support via event sponsorship opportunities at the request of the Chamber.

2. The City will support the Chamber's new resident outreach and provide business support services to foster stronger connections within the Raymore community.
 - a. Distribute New Resident Packets provided by the Chamber to new residents, informing them of the local business community.
 - b. Refer new businesses to the Chamber.
 - c. Participate in official Chamber member ribbon cuttings and celebrations.
3. The City will support the Chamber through regular updates, contact information, an annual contribution, and Board of Director representation.
 - a. Add the Chamber to City Council agendas, upon request, to provide updates on local business activities, events, programs or initiatives.
 - b. Provide an annual contribution of no less than \$10,000 for the services outlined within this MOU.
 - c. Provide the Chamber with updated contact information for city staff and Council members annually to ensure correct contact information.
 - d. The City will provide two individuals to serve on the Chamber Board of Directors.

The City of Raymore and Raymore Chamber of Commerce both strive to best serve the residents and local business community in Raymore. Our continued partnership allows both parties to work together to maximize our collective impact.

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

City of Raymore

Raymore Chamber of Commerce

Kristofer P. Turnbow, Mayor

Bob Huston, President



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Utility Easement Vacation - 1200 Serenity Court

STRATEGIC PLAN GOAL / STRATEGY

3.2.4 Provide quality diverse housing options that meet the needs of 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

1. Bill 3952
2. Staff Report
3. Plot Plan/Plat
4. Application

BACKGROUND / JUSTIFICATION

An application has been filed for a utility easement vacation by Ramon Vazquez of Aqua Blue Pools for lot 304 of Westbrook of Creekmoor 10th Plat, which is located at 1200

Serenity Court. The request is being made for the purpose of constructing an in-ground swimming pool in the rear yard.

The requested vacation would allow for a 7.5-ft easement to remain, which is the standard dimension for utility easements along a rear yard property line. Approval of the request will allow the applicant and property owner to obtain a pool permit.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 304 IN WESTBROOK AT CREEKMOOR 10TH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the City has provided the required written notice to all utility providers potentially having utilities within said utility easement and no objections have been received relating to requested vacation; and,

WHEREAS, following the required written notice, the City has determined that the review criteria established by Section 470.170 of the Unified Development Code have been met.

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

Section 1. The City Council vacates a portion of the utility easement on the following described property by reducing the easement along the west property line from twenty-five (25) feet in width down to seven and one-half (7.5) feet in width:

Lot 304 in Westbrook at Creekmoor 10th Plat

The common address of the property is 1200 Serenity Court

Section 2. The City Council hereby makes the findings of fact and accepts the recommendation of the City staff.

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 10TH DAY OF MARCH, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

1200 SERENITY CT. EASEMENT VACATION

APPLICANT - RAMON VAZQUEZ | AQUA BLUE POOLS

Property Owner: Jeff Barnard

Engineering/Arch. Firm N/A

PROJECT LOCATION REQUESTED ACTION

1200 Serenity Ct. Utility Easement Vacation

Westbrook at Creekmoor 10th Plat Lot 304

PROJECT NARRATIVE

A Planning Application was filed requesting a vacation of a 25-ft. general utility easement along the west property line of the residential lot described above. The applicant has been hired to install a pool in the rear yard of the lot, which is why this request is being made.



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"PUD" Planned Unit Development

SURROUNDING ZONING & LAND USE

North: "PUD" Planned Unit Development

South: "PUD" Planned Unit Development

East: "PUD" Planned Unit Development

West: "PUD" Planned Unit Development

TOTAL TRACT SIZE NUMBER OF LOTS

.35 acres

1



INFORMATIONAL NOTICES OR MEETINGS -

NOTICE	DATE
Written Notice to Utility Providers	• February 10, 2025

PAST PLANNING ACTIONS -

1. The Westbrook at Creekmoor Tenth Plat was approved by the City of Raymore on October 10, 2014.
2. The subject property received Certificate of Occupancy on January 04, 2016.

STAFF COMMENTS -

1. All of the lots along Serenity Ct. have a twenty-five foot wide rear yard easement.
2. Everygy has electric utilities located in the front-yard easement area.
3. Public utilities are located in the front yard easement.
4. Staff notified all utility companies that may have facilities in the easement, and no objections were received.
5. There are not any conflicting utilities located in the rear yard.
6. Staff has contacted the applicant and verified that a vacation of 17.5-ft. of the existing easement towards the west property line would be sufficient to make room for the pool installation. The reduction in easement area from 25-ft. in width to 7.5-ft. is a standard dimension for most utilities in residential subdivisions, if they become necessary in the future.

FINDINGS OF FACT -

Under 470.170(C)2 of the Unified Development Code, the City Council is directed concerning its actions in the deliberations of a utility easement vacation request, in that the following findings of fact shall be met:

1. No objections have been received relating to the vacation of the easement

There were no objects from utility providers of this request

2. The appropriate city agency or public utility (water, sewer, gas, electric, communications etc...) has filed with the Development Services Department a statement that the easement is no longer needed to provide utility service.

Yes, utility companies potentially having facilities within the easement were notified of the request. No objections were received.

3. The retention of the easement no longer serves any useful public purpose

The retention of a 7.5-ft. easement from the original 25-ft. easement through this vacation request will allow future utilities to locate along the rear property line, if necessary.

4. No vacation shall occur unless the criteria above has been fully satisfied

All criteria have been met.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
City Council	Review	03/10/2025
City Council	Approval/Denial	03/24/2025

STAFF RECOMMENDATIONS -

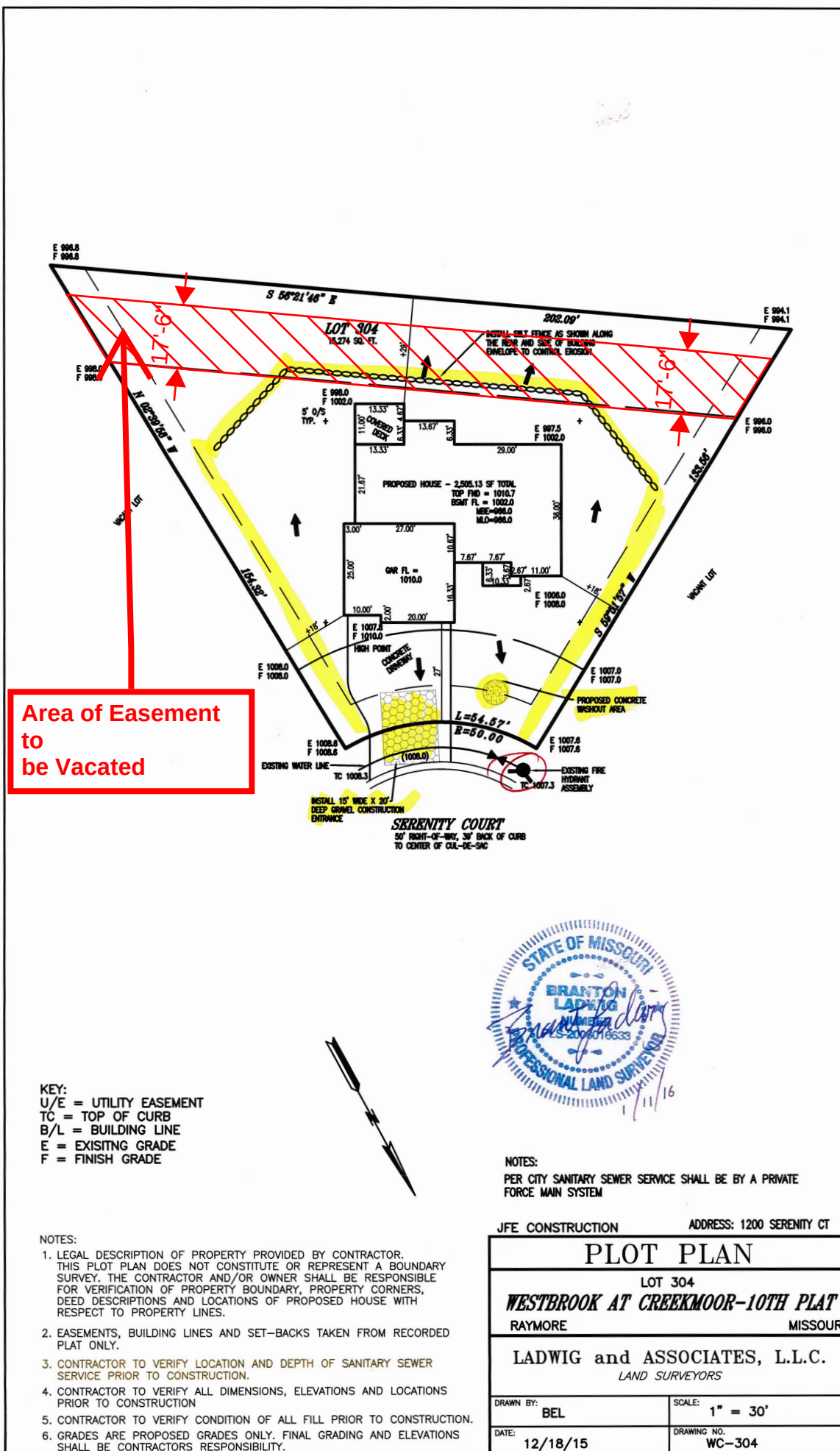
City Staff recommends the City Council accept the proposed findings of fact and approve Case #25005 Easement Vacation at 1200 Serenity Ct. The recommendation is subject to the following conditions:

- To vacate 17.5' of the existing 25' Utility Easement located in the rear yard of Lot 304 of Westbrook at Creekmoor 10th Plat.

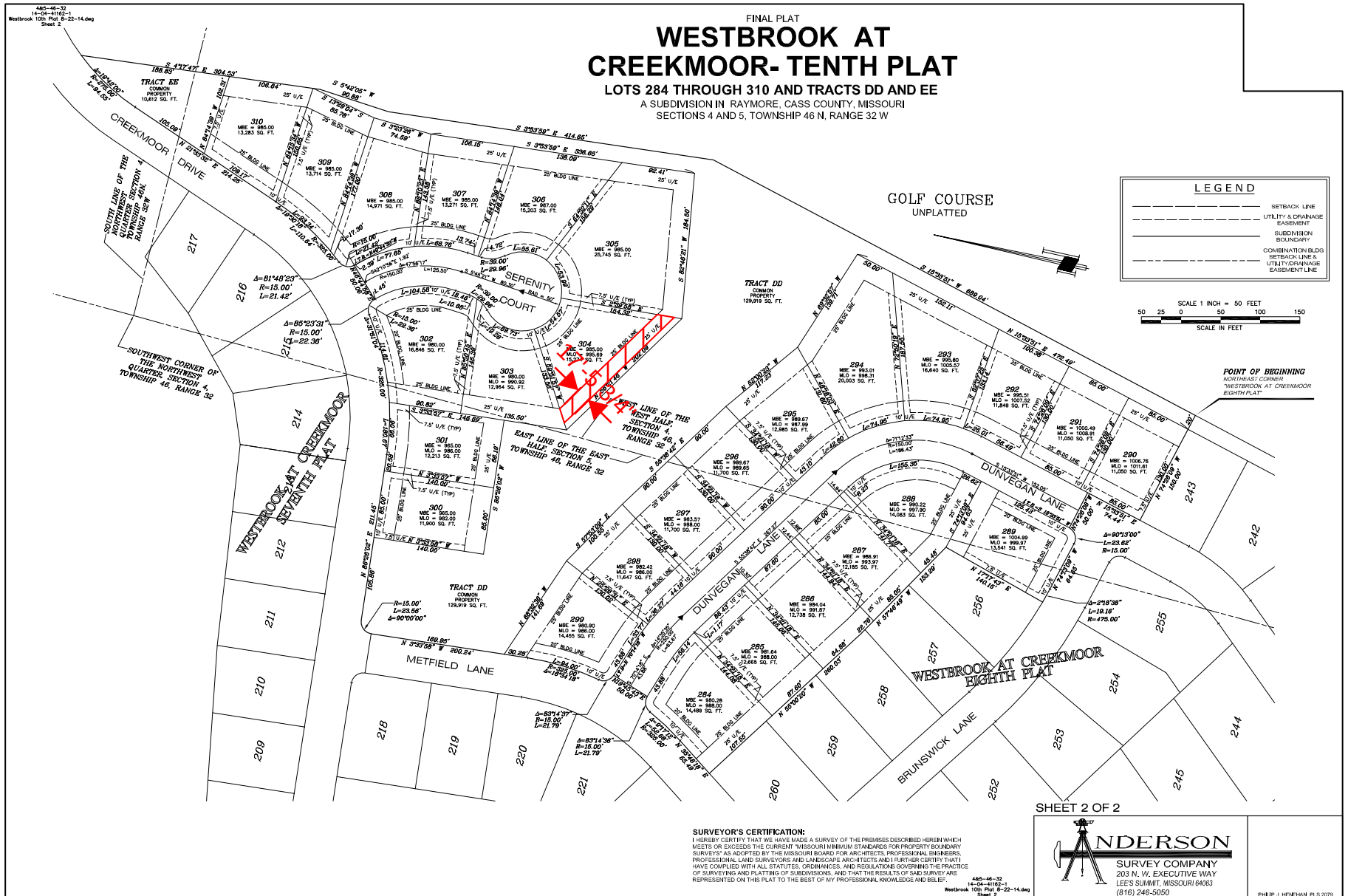
- The City shall prepare a document describing and depicting the easement vacation which shall be recorded by the applicant with the Cass County Recorder of Deeds, with reference to the book and page number of the affected platted properties.

PROJECT ATTACHMENTS -

1. Easement Exhibit - Plot Plan/Plat
2. Planning Application



FINAL PLAT
WESTBROOK AT CREEKMOOR- TENTH PLAT
LOTS 284 THROUGH 310 AND TRACTS DD AND EE
A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
SECTIONS 4 AND 5, TOWNSHIP 46 N, RANGE 32 W





100 Municipal Circle
Raymore, MO 64083

Phone: 816-331-1803
Fax: 816-331-8067

APPLICATION FOR EASEMENT VACATION

FOR OFFICE
USE ONLY:

Case Number: 25005

Staff Planner: McCumber

P&Z Date: N/A

CC 1st Date: March 10, 2005 CC 2nd Date: March 24, 2005

APPLICANT/OWNER INFORMATION

Applicant Name: Ramon Vazquez Company: ROK Services LLC DBA Aqua Blue Pools

Street Address: 4216 Dr Greaves Rd City: Grandview State: MO Zip: 64030

Telephone: 816-225-1122 Fax: _____ E-Mail: ramon@lovethespool.com

Property Owner Name (if different than applicant): Jeff Barnard

Street Address: 1200 Serenity Ct. City: Raymore State: MO Zip: 64083

Telephone: 260-579-1665 Fax: _____ E-Mail: gofreddo38@aol.com

Firm Preparing Exhibits: _____ Contact: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

*All correspondence on this application should be sent to (check one): ☐ Applicant ☒ Property Owner ☐ Firm

VACATION REQUEST

The applicant is hereby requesting the vacation of the property generally described as : _____

Westbrook at Creekmoore West Plat 10th Lot 304

Vacation of easement on the side of the property to allow for inground pool build

PROJECT DETAILS

Property Area in Acres and/or Square Feet: 15,274

Plat in Which the Property is Located: 10th Lot 304

Present Use of Surrounding Property: HOA

APPLICANT'S DECLARATION

My application consists of the following items and information necessary for a complete application:

- | | |
|--|--|
| ☒ Completed Application Form | ☒ Ownership affidavit OR owner(s) consent form (two-thirds of property owners) |
| ☒ Attached Legal Description and Exhibit | ☒ Required Fee: \$150.00 |

The following declarations are hereby made:

- The undersigned is the owner or authorized agent of the owner or the officers of a corporation or partnership.
- The applicant has discussed this application with a staff planner in the Development Services Department.
Planner: David Gress Date: 12/30/24
- The information presented and contained within this application is true and correct to the best of the undersigner(s) knowledge.

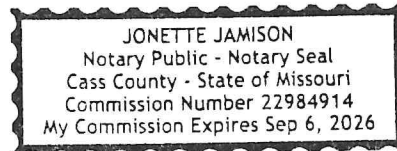
SIGNATURE OF OWNER(S) AND APPLICANT(S)

Printed Name: Jeff Barnard

Signature: [Signature] Date: 2/10/25

Subscribed and sworn to me on this
the 10th day of February 2025
in the County of Cass,
State of Missouri.

Stamp:



Notary Public: [Signature] My Commission Expires: 9/6/2026

Printed Name: _____

Signature: _____ Date: _____

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

Stamp:

Notary Public: _____ My Commission Expires: _____

OWNERSHIP AFFIDAVIT

STATE OF MISSOURI)
COUNTY OF CASS)

Comes now Jeff Barnard (owner)

who being duly sworn upon his/her oath, does state that he/she is the owner of the property legally described in the easement vacation and acknowledges the submission of the application for easement vacation on said property under the City of Raymore Unified Development Code.

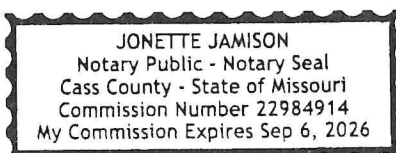
Dated this 10th day of February, 2025

Jeff Barnard
Signature of Owner

Jeff Barnard
Printed Name

Subscribed and sworn to before me this 10th day of February, 2025

Jonette Jamison
Notary Public



9/6/2026
My Commission Expires



FEE RECEIPT

February 10, 2025

Jeff Barnard
1200 Serenity Ct.
Raymore, MO 64083

Quantity	Description	Total
	1200 Serenity Ct. Easement Vacation	
	Easement Vacation Fee	\$150.00
	Paid w/CC	
TO		

CITY OF RAYMORE
816-331-0488

REC#: 02096643 2/10/2025 9:56 AM
OPER: BOYD TERM: 008
REF#:

ACCT #: XXXX-XXXX-XXXX-6466
AUTH #: 08384D
TRAN #: 000002096643

Code:

01-00-4180-0000 Zoning Fee \$ 150.00
Total \$ 150.00

TYPE: PURCHASE
APP NAME: Visa
ENTRY MODE: CHIP
CVM: SIGN

AMOUNT USD\$ 150.00

EMV DETAILS:
AID: A0000000031010
ARC: 00
IAD: 0601120360A000
TSI: 6800
TVR: 8080008000

City of Raymore
Development Services

TRAN: 700.0000 CODED TRANSACTIONS
1200 SERENITY CT
EASEMENT VACATION
ZONING FEES 150.00CR

TENDERED: 150.00 CREDIT CARD
APPLIED: 150.00-

CHANGE: 0.00



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/24/2024

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Engineering

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - 2025 Curb Project

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.3 Improve safety for all modes of travel throughout the community.

FINANCIAL IMPACT

Award To: Terry Snelling Construction

Amount of Request/Contract: \$ 928,810.00

\$ 1,518,500

Funding Source/Account:

- Fund 36 - Transportation Fund -Annual Curb Replacement Program \$674,000
- Fund 36 - Transportation Fund -Annual Street Preservation Program \$500,000
- Fund 45 - Capital Improvement Fund -Curb Ramp Repair & Replacement \$132,500
- Fund 46 - Stormwater Sales Tax Fund - Annual Curb Replacement Program \$212,000

PROJECT TIMELINE

Estimated Start Date
04/15/2025

Estimated End Date
08/15/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3949
2. Curb Map
3. Contract

BACKGROUND / JUSTIFICATION

The 2025 Curb Project will include work in the neighborhoods as shown on the attached map.

The following bids were received for the 2025 Curb Project on March 19, 2025:

Terry Snelling Construction	\$928,810.00
Inco USA LLC	\$983,329.36
Sunflower Paving	\$1,041,044.30
JM Fahey	\$1,227,030.00
Phoenix Construction	\$1,412,006.00
Freeman Concrete	\$1,947,972.00

Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2025 Curb Project to be awarded to Terry Snelling Construction Inc.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC FOR THE 2025 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 25-469-201, IN THE AMOUNT OF \$928,810 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2025 Curb project was included in the 2025 Capital Budget; and,

WHEREAS, bids for this project were received on March 19, 2025; and,

WHEREAS, Terry Snelling Construction Inc has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$928,810 with Terry Snelling Construction Inc for the 2025 Curb project, 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 24TH DAY OF MARCH, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 14TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

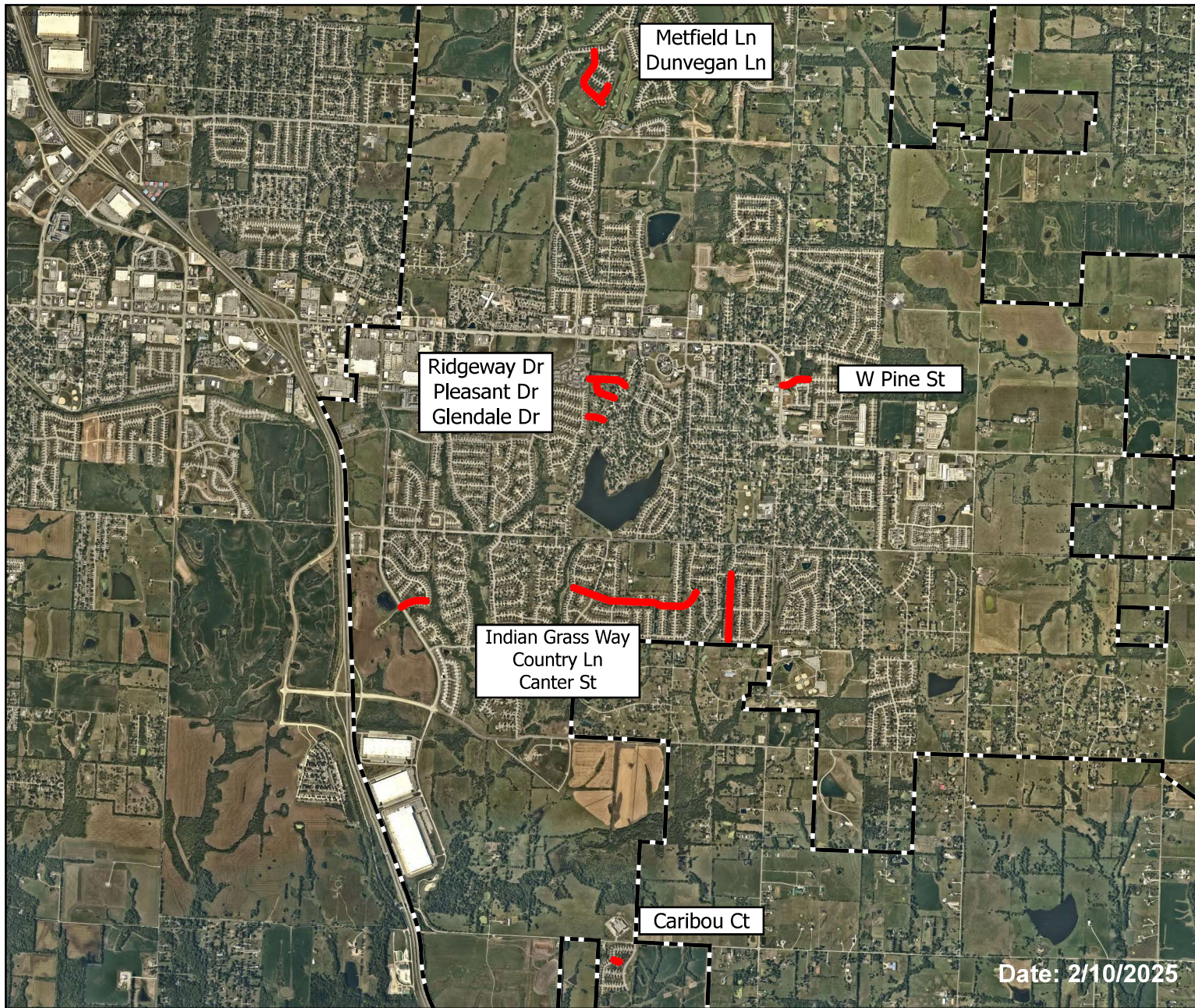
ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



LEGEND

 Curb Plan Street



0 1.5
Miles



CITY OF RAYMORE
CONTRACT FOR SERVICES

2025 Curb Project

This Contract for the 2025 Curb Project, hereafter referred to as the **Contract** is made this 14th day of April, 2025, between Terry Snelling Construction Inc, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Road, Independence, MO 64058, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of April 14, 2025 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 25-469-201 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, 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 **100** 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 \$928,810.00.

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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 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.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) 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 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

(CITY SEAL)

TERRY SNELLING CONSTRUCTION INC

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2025 Curb Project

ANTICIPATED SCOPE OF SERVICES:

- The 2025 Curb Replacement Project primarily consists of removal and replacement of existing curb and ADA ramp replacement.

1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

2. PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules. The Contractor however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

The City of Raymore preserves 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. **Additional streets with various lengths of curb replacement may be added to the project.**

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **100** calendar days of issuance 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. SPECIAL CONDITIONS

- *Existing Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal may be in several areas of varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Curb Replacement Modified Straight Back, High Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for modified straight back (see attached detail), high back (CG-1) and roll back curb (CG-2), including: doweling into existing curb, expansion material, sawing construction joints, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather**

permitting curb shall be replaced within 24 hours of existing curb removal. Street cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **Curb installation on roads designated for mill and overlay shall have the construction joints saw cut to a depth of 2" below pavement depth.**

- *Multiple Location Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal will be in multiple areas of town and varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Multiple Location Curb Replacement:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for modified straight back (see attached detail), high back (CG-1) and roll back curb (CG-2), including: doweling into existing curb, expansion material, sawing construction joints, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting, the curb shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the

new ramp during the curing process. The ADA Ramps include the transition, ramp, landing. The ADA Ramp and curb shall not be poured monolithically. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. The ADA Ramps may be installed on streets receiving curb replacement and various locations throughout the City of Raymore. If an existing diagonal ramp is selected for replacement a directional ramp may be used, this may require repositioning the ramp location. See the attached ramp detail sheet for additional information.**

- **4" Sidewalk Replacement:** The unit price named in the bid shall be for the Square Foot (SF) of sidewalk removed and replaced. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete and protection of the sidewalk during the curing process. The sidewalk shall be 4" thick concrete without reinforcement. Sidewalk replacement may be in several areas of varying lengths per street. **Concrete shall be an approved KCMMB 4K mixture. Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal.**
- **ADA Ramp Edge Curb:** The unit price named in the bid shall be for the linear feet of ADA Ramp Edge Curb installed. The unit price named in the bid shall cover all costs in connection therewith for ADA Ramp Edge Curb including: doweling, installation of new curb and protection of the new curb during the curing process. Not all ADA ramps will require curb. ADA Ramp Edge Curb will be installed where final grading does not allow for normal installation of ADA Ramps. **Concrete used in the ADA Ramp Edge Curb shall be an approved KCMMB 4K mixture.**
- **Pre-Construction Photos:** The unit price named in the bid shall be for the lump sum cost to take pre-construction photos. The pre-construction photos are required at each location where the curb and driveway intersect. The photos will be the property of the City and will need to be submitted prior to curb removal.

- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Expansion Joints & Dowels:* The contractor shall use three #5 smooth dowels when connecting into existing concrete. One end of each section of curb replacement shall also use $\frac{3}{4}$ inch expansion joint material with three greased and capped #5 smooth dowels. See the City's Technical Specifications for additional information regarding expansion joints and dowels.
- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route

traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.

- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.
- *Concrete Testing:* Temperature, slump, air content and cylinders shall be taken on the first working day of every week. Four cylinders shall be cast and tested at 7 and 28 day intervals. Two cylinders will be held back for additional testing if required. The above tests shall be repeated twice per week for projects lasting more than two days. A KCMMB 4K concrete mix shall be used on all exposed concrete. A concrete mix design shall be submitted prior to placing concrete. All concrete testing shall be subsidiary to the bid items in this project, contractor shall use an independent testing lab to perform the tests.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. City will provide door hangers.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility

companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call*: Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection*: Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages*: The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, providing all construction plant equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered

a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

List of Streets for Curb Replacement

Street for Curb Replacement	Start	End	Quantity (LF)
Metfield Lane	Creekmoor Drive	CDS	3550
Dunvegan Lane	Metfield Lane	Brunswick Lane	1000
Pine Street	58 Hwy	Persimmon Rd	1650
Ridgeway Drive	Broadmoor Drive	Dead End	1810
Pleasant Drive	Ridgeway Drive	Broadmoor Drive	1540
Glendale Drive	Brookside Drive	CDS	940
Caribou Ct.	Archer Drive	CDS	440
Canter Street	Preakness Drive	Secretariat Street	3400
Country Lane	Meadow Lane	Garnes Street	7100
Indian Grass Way	Dean Ave	Prairie Grass Drive	1530

10. **ADDITIONAL INFORMATION**

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 25-469-201

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 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, 2025.

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 31 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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 31). 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.

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

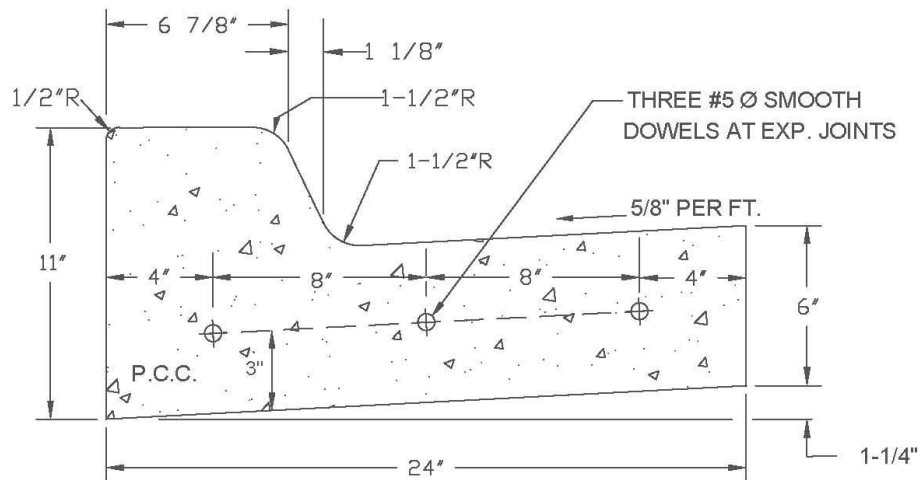
* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

* providing documentation affirming the bidder's enrollment and

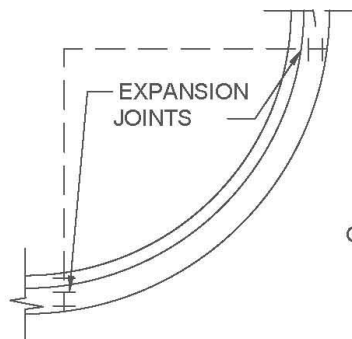
participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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.

Approx. 0.048 CY per LIN FT



CROSS SECTION



PLAN VIEW
OF EXPANSION JOINTS LOCATIONS

Notes:

1. 3/4" pre-molded, expansion joints with 2 foot steel dowels to be placed at radius points, vertical points of curvature, curb inlets and intermediate points not to exceed 300 feet. Dowels shall be smooth, greased and capped on one end.
2. Contraction joints, 2 inches deep and spaced every 10 feet, shall be sawn as soon as curing permits.
3. All exposed concrete shall be sprayed with cure as soon as finishing permits. Plastic sheeting is not an acceptable curing method.
4. KCM MB 4K concrete shall be used throughout.

PLANNING & ENGINEERING
100 MUNICIPAL CIRCLE
RAYMORE, MO 64083
(816)331-0488
FAX (816)331-8067

CITY OF RAYMORE

**CURB REPLACEMENT STRAIGHT
BACK CURB & GUTTER**

DRAWN Modified 3/9/16

DATE

CHECKED

SIZE
A

FSCM NO.

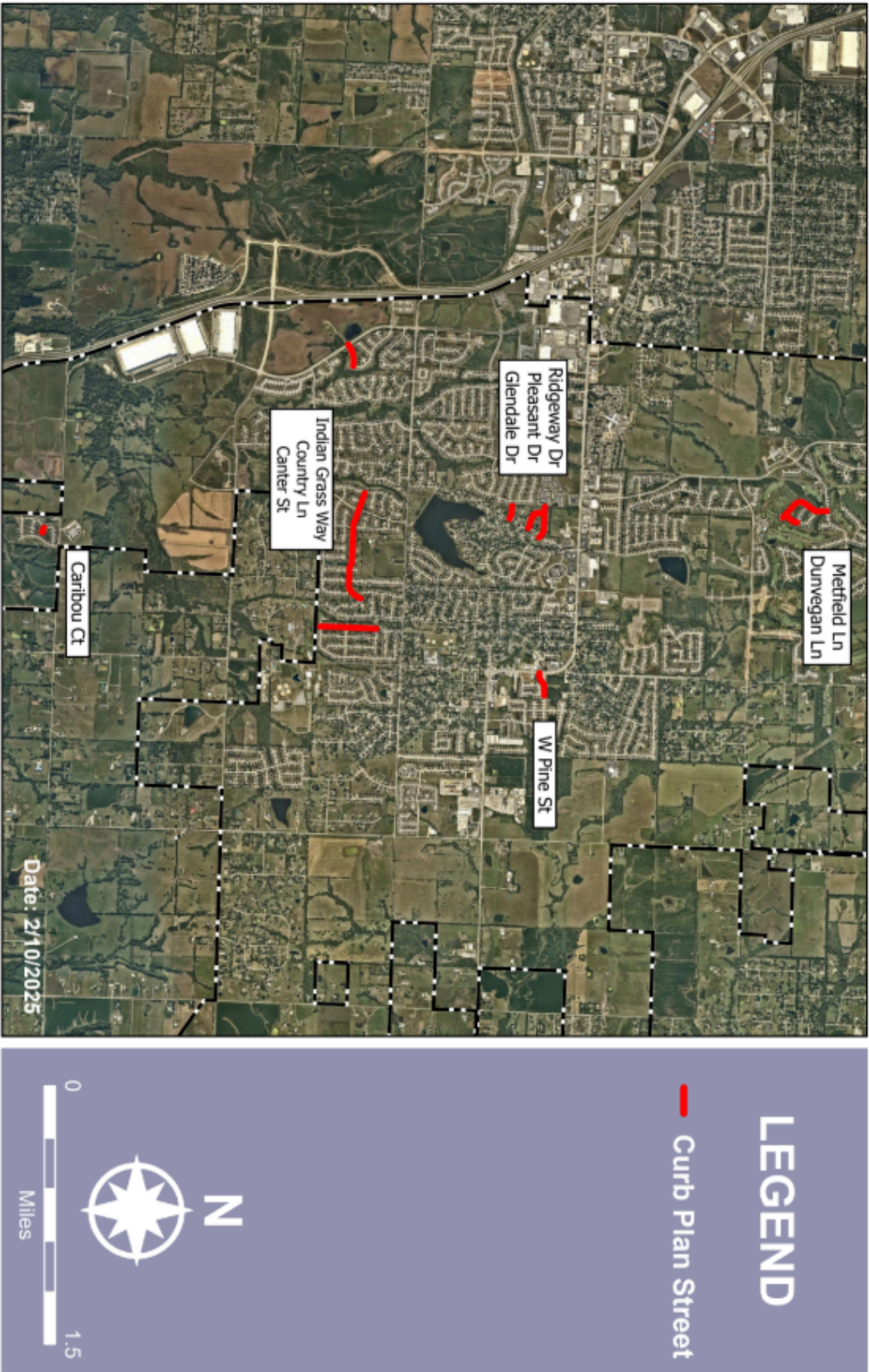
DWG NO.

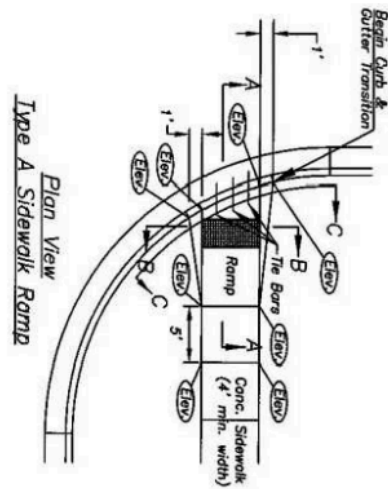
REV

APPROVED

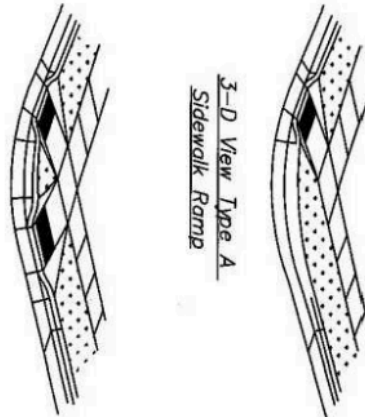
SCALE NONE

SHEET 1 OF 1



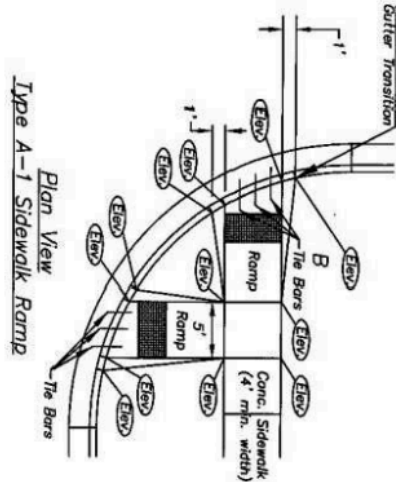


Plan View
Type A Sidewalk Ramp

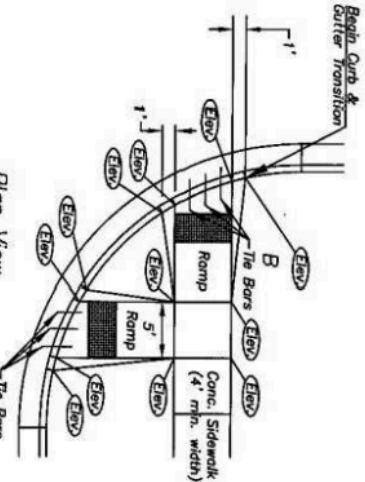


3-D View Type A
Sidewalk Ramp

3-D View Type A-1
Sidewalk Ramp



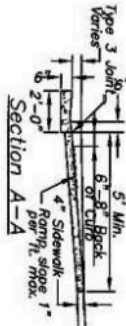
Plan View
Type A-1 Sidewalk Ramp



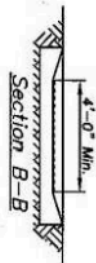
NOTES

1. Sidewalk ramp location determined from the intersection of the extension of back of sidewalk and back of curb and gutter.
2. Plan drawings shall include a table of elevations for all points labeled as (Elev.).
3. Key all construction joints or use tie bars #4 epoxy coated @ 12" o.c.
4. Longitudinal joint spacing to match width of sidewalk.
5. Isolation joints shall be placed where walk abuts driveways and similar structures, and 250' centers max.
6. Sidewalk Ramp shall be lengthened to provide ADA compliance slope but need not exceed 15'.
7. ADA maximum ramp slope = 1"/8"
8. ADA maximum cross slope = 2%

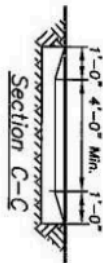
Detachable warnings to comply with ADA requirements. ArmourCast panels or approved equal brick pavers are not acceptable.



Section A-A



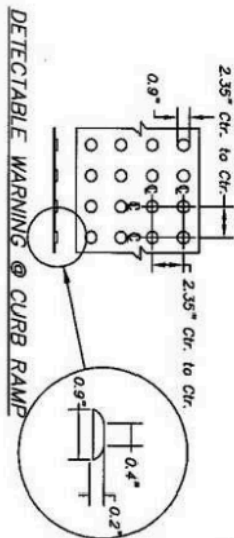
Section B-B



Section C-C

Note: Curb may vary with the type of curb required.

** Contractor shall transition Curb and Gutter to Match Proposed Sidewalk Using Stringline, Straight Edge, etc. Projected from the R/W line. (Typical both Sides).



Engineering Department City of Raymore Raymore, MO 64083 816-337-1022 Fax 816-337-4007		CITY OF RAYMORE	
DESIGNED: Modified 2015		TYPE A AND A-1 HANDICAPPED ACCESS RAMP	
CHECKED: DATE:		SHEET 1 OF 1	
APPROVED: SCALE: NONE		REV: 1	

NO BID:

If not submitting a Proposal, respond by returning the attached "No Bid Response Form". Failure to submit either a Proposal or a **No Bid Response** may be cause for removal of the Respondent from the City of Raymore mailing list.

City of Raymore
Kim Quade, CPPB
100 Municipal Circle
Raymore, MO 64083
(816) 892-3045
Fax: 816-892-3093
E-Mail: Kquade@raymore.com

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT
TO SUBMIT A PROPOSAL RESPONSE**

If you do not wish to respond to this proposal request, but would like to remain on the City of Raymore vendor list, please fill out this form and return to the Purchasing Specialist by e-mail or fax.

Request for Proposal: 25-469-201 2025 Curb Project

Company Name: N/A
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reasons for not submitting a proposal response:

PROPOSAL FORM A
RFP 25-469-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) TERRY S. SNELLING having authority to act on behalf of (Company name) TERRY SNELLING CONSTRUCTION INC do hereby acknowledge that (Company name) TERRY SNELLING CONSTRUCTION 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: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E YOCUM
Street

ADDRESS: Independence, Missouri 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry C terry snelling construction.com

DATE: 3/18/2025
(Month-Day-Year)

Signature of Officer/Title

Terry Snelling Pres

DATE: 3/18/2025
(Month-Day-Year)

Signature of Officer/Title

Kelly Snelling secretary

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 25-469-201

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 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 25-469-201

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	<i>See attached sheet</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 23 years

State the current number of personnel on staff: 25

Terry Snelling Construction Inc

20004 E. Yocum Road
Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$403,000.00	2022 Sidewalk & Curb Repair City of Liberty Mo jmartinez@libertymo.gov	7/22	Liberty, MO	City of Liberty Mo Joshua Martinez 816-439-4502
\$580,000.00	Centerview Phase II Boardwalk City of Raymore, Mo srulo@raymore.com	11/22	Raymore, MO	City of Raymore, Mo Steve Rulo 816-810-6744
\$300,000.00	Hardy Ave Sidewalks City of Indep, Mo smoore@indepmo.org	11/22	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$500,000.00	Vaile Sidewalks Phase 1 City of Indep, Mo smoore@indepmo.org	8/22	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$467,000.00	Riverside Missouri Curb and Trail thoover@riversidemo.gov	3/23	Raymore, Mo	City of Riverside Mo Travis Hoover PE
\$580,000.00	2022 Curb Repair Program City of Raymore, Mo psmith@raymore.com	3/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$845,087.00	2023 Curb Repair Program City of Raymore, Mo psmith@raymore.com	9/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$227,000.00	Fike 7 Hwy Concrete Pavement Asphalt Wizards Parrish Love parrish@asphaltwizards.com	12/23	Blue Springs, Mo.	Asphalt wizards Parrish Love 816-215-3082
\$120,000.00	Parkville Special Road District Terry Swearngen TerrySwearngen.psr@gmail.com	12/23	Parkville, Mo	Special Road District Terry Swearngen 816-313-9201
\$300,000.00	2nd Ave. Improvements Justin Likes jlikes@trekdesigngroup.com	6/23	Greenwood MO	Trek Design Justin Likes 816-678-2214
\$1097,000.00	2024 Street Project Concrete Travis Hoover PE thoover@riversidemo	10/24	Riverside, MO	City of Riverside Travis Hoover PE 816-769-1601
\$100,000.00	2024 Curb and Guttr Project Carl Brooks PE cbrooks@harrisonville.com	9/24	Harrisonville, MO	City of Harrisonville Carl Brooks PE 816-380-8913
\$333,,000.00	Hyatt Kansas City Parking Lot Rose Paving Chad Rampola cramploa@rosepaving.com	8/24	Kansas City	Rose Paving LLC Chad Rampola 708-205-8890

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

October 21, 2024

Terry Snelling Construction, Inc.
20004 E Yocum Road
Independence, MO 64058

Dear Sir or Madam:

This is to acknowledge receipt of your Prequalification Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects of **any dollar amount**. The questionnaire submitted will be retained on file for one year, and will expire on 10/31/2025.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0012482**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com/mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

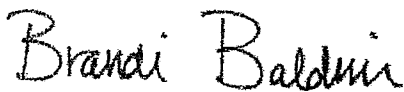
All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuyss.mo.gov/supplier-registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,



Brandi Baldwin, P.E.
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

PROPOSAL FORM D

RFP 25-469-201

Proposal of TERRY SNELLING CONSTRUCTION Inc, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a Missouri (*) Corporation

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. 25-469-201 – 2025 Curb Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) none, 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. 25-469-201

2025 Curb Project

Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Existing Curb Removal	LF	22960	10 ⁰⁰	\$ 229,600 ⁰⁰
Curb Installation Modified Straight Back, High Back and Roll Back	LF	22960	21 ⁰⁰	\$ 482,160 ⁰⁰
Multiple Location Curb Removal	LF	1500	15 ⁰⁰	\$ 22,500 ⁰⁰
Multiple Location Curb Installation	LF	1500	28 ⁰⁰	\$ 42,000 ⁰⁰
ADA Ramps	Each	43	2500 ⁰⁰	\$ 107,500 ⁰⁰
4" Sidewalk Replacement	SF	3000	8 ⁰⁰	\$ 24,000 ⁰⁰
ADA Ramp Edge Curb	LF	200	25 ⁰⁰	\$ 5,000 ⁰⁰
Pre-Construction Photos	LS	1	500 ⁰⁰	\$ 500 ⁰⁰
Mobilization, bonds and insurance	LS	1	15,550 ⁰⁰	\$ 15,550 ⁰⁰
TOTAL BASE BID				\$928,810 ⁰⁰

Company Name TERRY SNELLING CONSTRUCTION INC

Total Base Bid for Project Number 25-469-201

\$ 928,810.⁰⁰

In the blank above insert numbers for the sum of the bid.

(\$ Nine hundred twenty eight thousand eight hundred ten
dollars and ^{no}/100

In the blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 25-469-201
CONTINUED**

Company Name Terry Snelling Construction Inc

By _____

Authorized Person's Signature

TERRY S. SNELLING

Print or type name and title of signer Pres

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. None/Issued

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address _____

20004 E Yocum Rd

Independence, MO 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date 3/19/2025

LATE BIDS CANNOT BE ACCEPTED!



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2025-03-24

SUBMITTED BY: Jordan Lea

DEPARTMENT: Economic Development

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Raymore Commerce Center South Chapter 100 - Building 5

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

1. Bill 3957
2. Trust Indenture
3. Lease Agreement
4. Memorandum of Lease Agreement
5. Bond Purchase Agreement
6. Deed of Trust and Security Agreement
7. Raymore Commerce Center South, Building 5

BACKGROUND / JUSTIFICATION

VanTrust Real Estate, dba KCI Raymore Building 5, LLC Project, is requesting the issuance of taxable industrial revenue bonds by the City of Raymore in an amount not to exceed \$43 million to assist in the financing of Building 5 within the Raymore Commerce Center South. The company would purchase the bonds and make the required PILOT payments over a 20-year period.

In 2023, the Raymore City Council approved Bill 3795 which formally authorizes the City to issue Chapter 100 bonds for buildings within Raymore Commerce Center South. The Chapter 100 bonds provide real property tax abatement for property within Raymore Commerce Center South to the Developer of Record, VanTrust Real Estate, as a means of attracting new businesses and primary employers to the community.

BILL 3957**ORDINANCE****"AN ORDINANCE AUTHORIZING THE TAXABLE INDUSTRIAL REVENUE BONDS (KCI RAYMORE BUILDING 5, LLC PROJECT), SERIES 2025 RELATED TO AN INDUSTRIAL 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(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and,

WHEREAS, following notice to the taxing jurisdictions in accordance with the Act, on March 27, 2023, by Ordinance 2023-024, the City approved a Plan for an Industrial Development Project (the "Plan") relating to a project consisting of the purchasing, designing, constructing and installing of industrial and manufacturing facilities located generally at the southeast quadrant of the intersection of Interstate 49 and 195th Street in the City; 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 (KCI Raymore Building 5, LLC Project), Series 2025, in an aggregate principal amount not to exceed \$43,000,000 (the "Bonds"), for the purpose of (a) acquiring approximately 55 acres in the City (the "Project Site"), (b) leasing the Project Site and Project Improvements (as hereinafter defined) to KCI Raymore Building 5, LLC, a Missouri limited liability company (the "Tenant") for the construction and equipping of an industrial distribution warehouse and commercial facility and associated site work and infrastructure, consisting of one building of approximately 555,000 square feet, including land, buildings, structures, improvements and fixtures relating thereto (the "Project Improvements," with the Project Site and the Project Improvements being the "Project," as no personal property tax will be abated as part of this 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 CITY 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, including but not limited to, the updating of the legal description upon final platting:

A. Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and Security Bank of Kansas City (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. Memorandum of Lease Agreement dated as of the date set forth therein (the "Memorandum of Lease Agreement"), between the City and the Tenant, under which the City will lease the Project to the Tenant;

D. Bond Purchase Agreement dated as of the date set forth therein (the "Bond Purchase Agreement"), between the City and the Tenant, pursuant to which the Tenant agrees to purchase the Bonds; and

E. Deed of Trust dated as of the date set forth therein (the "Deed of Trust"), between the City and the Trustee, securing the payment of the Bonds.

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, including any financing documents that the City has agreed to sign under the Lease.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

[remainder of page intentionally left blank]

DULY READ THE FIRST TIME THIS 24TH DAY OF MARCH, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 14TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Approved as to form:

City Attorney

CITY OF RAYMORE, MISSOURI

AND

**SECURITY BANK OF KANSAS CITY
As Trustee**

TRUST INDENTURE

Dated as of April 1, 2025

Relating to:

**\$43,000,000
(Aggregate Maximum Principal Amount)
City of Raymore, Missouri
Taxable Industrial Revenue Bonds
(KCI Raymore Building 5, LLC Project)
Series 2025**

TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1
Granting Clauses	1

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 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.	Authorization of Additional Bonds
Section 210.	Mutilated, Lost, Stolen or Destroyed Bonds
Section 211.	Cancellation and Destruction of Bonds Upon Payment

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption of Bonds Generally
Section 302.	Redemption of Bonds
Section 303.	Effect of Call for Redemption
Section 304.	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	16
Section 502.	Deposits into the Project Fund	17
Section 503.	Disbursements from the Project Fund	17
Section 504.	Completion of the Project	
Section 505.	Disposition Upon Acceleration	
Section 506.	Deposits into and Disbursements from the Costs of Issuance Fund	

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 Saturdays, Sundays and Holidays	
Section 604.	Nonpresentment of Bonds	19
Section 605.	Repayment to the Tenant 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.	Payment of Taxes and Charges	
Section 806.	Insurance	
Section 807.	Maintenance and Repair	
Section 808.	Recordings and Filings	
Section 809.	Inspection of Project Books	
Section 810.	Enforcement of Rights Under the Lease	
Section 811.	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
- 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 Bondowners
- Section 907. Right of Bondowners 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 Bondowners 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. Annual Accounting
- Section 1013. Performance of Duties Under the Lease

ARTICLE XI

SUPPLEMENTAL INDENTURES

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

ARTICLE XII

SUPPLEMENTAL LEASES

- Section 1201. Supplemental Leases Not Requiring Consent of Bondowners
- Section 1202. Supplemental Leases Requiring Consent of Bondowners

Section 1203. Opinions 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 Bondowners

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

TRUST INDENTURE

THIS TRUST INDENTURE dated as of April 1, 2025 (the **“Indenture”**), between the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city duly organized and validly existing under the laws of the State of Missouri (the **“Issuer”**), and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and validly existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Kansas, as Trustee (the **“Trustee”**);

WITNESSETH:

WHEREAS, the Issuer 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, equip and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the Issuer deem advisable;

WHEREAS, pursuant to the Act, the governing body of the Issuer has heretofore passed an ordinance (the **“Ordinance”**) on _____, 2025, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (KCI Raymore Building 5, LLC Project), Series 2025, in the maximum principal amount of not to exceed \$43,000,000 (the **“Bonds”**), for the purpose of acquiring, constructing and equipping an industrial distribution warehouse and commercial facility and associated site work and infrastructure, consisting of one building of approximately 555,000 square feet, including land, buildings, structures, improvements and fixtures, as hereinafter more fully described (the **“Project”**), and authorizing the Issuer to lease the Project to the Tenant;

WHEREAS, pursuant to the Ordinance, the Issuer is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds and to enter into the Lease Agreement of even date herewith (the **“Lease”**), with the Tenant under which the Issuer, as lessor, will acquire, purchase, construct, equip and fixture the Project and will lease the Project to the Tenant, as lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, 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 Issuer, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate 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 Issuer, 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 Issuer 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 forever (subject to the proviso set forth in the following paragraph), 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 of the Issuer in and to the Project together with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining;

(b) All right, title and interest of the Issuer in, to and under the Lease (excluding the Unassigned Rights), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all rentals and other amounts to be received by the Issuer and paid by the Tenant under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by 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 Issuer 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 Issuer shall well and truly pay, or cause 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 shall provide for the payment thereof (as provided in **Article XIII** hereof), and shall pay or cause 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 Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, 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 Bonds” means any Bonds issued pursuant to **Section 209** of this Indenture.

“Authorized Issuer Representative” means the Mayor, City Manager, City Clerk or such other person at the time designated to act on behalf of the Issuer as evidenced by written certificate furnished to the Tenant and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized Issuer Representative.

“Authorized Tenant Representative” means the person at the time designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Tenant by authorized managers or officers. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

“Bond” or **“Bonds”** means the Taxable Industrial Revenue Bonds (KCI Raymore Building 5, LLC Project), Series 2025, in the maximum principal amount of not to exceed \$43,000,000, issued pursuant to **Section 208** of this Indenture and Additional Bonds, authenticated and delivered under and pursuant to this Indenture, collectively.

“Bond Fund” means “City of Raymore, Missouri, Taxable Industrial Revenue Bond Fund –KCI Raymore Building 5, LLC, Series 2025” created in **Section 601** of this Indenture.

“Bondowner” means the registered owner of any Bond, as recorded in the books maintained by the Trustee for registration and transfer of the Bonds.

“Bond Purchase Agreement” means the agreement by that name with respect to the Bonds by and between the Issuer and the purchaser identified therein.

“Business Day” shall mean a day which is not (a) a Saturday, Sunday or any other day on which the Issuer or banking institutions in New York, New York, or cities in which the principal payment or other designated corporate office of the Trustee is located are required or authorized to close or (b) a day on which the New York Stock Exchange is closed.

“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 Issuer as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

“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 – KCI Raymore Building 5, LLC” created in **Section 501** hereof.

“Cumulative Outstanding Principal Amount” means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Section 401** hereof.

“Deed of Trust” means the Deed of Trust and Security Agreement dated as of the date of this Indenture granted by the City to secure payment of the Bonds.

“Event of Default” means 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) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed as to full and timely payment by, the United States of America, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed as to full and timely payment by the United States of America;

(b) obligations of the Federal National Mortgage Association, 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 financial institution organized under the laws of any state of the United States of America or under the laws of the United States of America (including the Trustee), 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 lodged 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, whose only assets are obligations described in (a) above, and which shares, at the time of purchase, are rated by Standard & Poor's 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;

(f) Any other investment approved in writing by the Owner of the Bonds.

“Issuer” means the City of Raymore, Missouri, a constitutional charter city organized and existing under the laws of the State of Missouri, and its successors and assigns.

“Lease” means the Lease Agreement dated as of April 1, 2025, between the Issuer, as Lessor, and the Tenant, 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” means any financial institution or lender providing financing to Tenant and its successors or assigns secured by a Mortgage (as defined in the Lease) from Tenant to Lender with respect to the Project.

“Maturity Date” means December 1, 2045.

“Mortgage” means any mortgage, deed of trust, leasehold deed of trust or other security agreement (which may include a security agreement, assignment of leases and rents and/or fixture filing) granted by Tenant for the benefit of a Lender.

“Outstanding,” when used with reference to Bonds, means, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds theretofore 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” shall have the same meaning as Bondowner.

“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 Development and Performance Agreement dated as of December 15, 2023, between the Issuer and the Tenant (as assignee of KCI Raymore South, LLC), as amended and supplemented from time to time.

“Permitted Encumbrances” means, as of any particular time (a) liens for ad valorem taxes, special assessments and other governmental charges not then delinquent, (b) the Indenture, the Lease, the Deed of Trust, any Mortgage and the Performance Agreement, (c) liens or security interests granted to the Lender, all as now existing or hereafter granted, including any subsequent or additional security instruments relating to any future financings or refinancings, (d) such exceptions to title set forth in the title policy or report included in the transcript of proceedings relating to the Bonds, (e) any sublease, license or easement agreement between the Tenant and a subtenant allowing the use by such party of portions of the Project Site and/or the Project, so long as such use does not impair the use or operation of the Project, and provided that no such agreement shall release the Tenant from its obligations under the Lease or the Performance Agreement, (f) any other lien, encumbrance, lease, easements, restrictions or covenants consented to by the Tenant and/or the Owner of 100% of the principal amount of the Bonds.

“PILOTS” means the payments in lieu of taxes to be paid by the Tenant to the City pursuant to the Performance Agreement.

“Project” means the project referred to in the recitals of this Indenture, including the Project Site, the Project Improvements and the Project Equipment, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist.

“Project Costs” means all costs of acquisition, purchase, construction, improvement, equipping and fixturing of the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site and any Project Improvements and Project Equipment located thereon at the execution of this Lease and which the Tenant conveys to the Issuer;

(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 acquisition, purchase, construction, improvement, equipping and fixturing, preparation of plans, drawings and specifications and supervision of construction and renovation, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the acquisition, purchase, construction, improvement, equipping and fixturing of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in acquisition, purchase, construction, improvement and fixturing of the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including without limitation the actual cost of labor, materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(d) interest accruing on the Bonds during the period of the acquisition, purchase, construction, improvement, equipping and remodeling of the Project;

(e) the cost of the title insurance policies and the cost of any insurance maintained during the construction period in accordance with **Article VII** of the Lease, respectively;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, underwriting expenses, 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 acquisition, purchase, construction, improvement, equipping and fixturing 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; (2) the acquisition, purchase, construction, improvement, equipping and fixturing of the Project; and (3) the financing thereof; and

(h) reimbursement to the Tenant 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 Equipment” means the personal property to be purchased, constructed, installed and otherwise improved or located on the Project Site pursuant to 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 (and taking into account any subtractions), alterations, modifications and improvements thereof made pursuant to the Lease.

“Project Fund” means “City of Raymore, Missouri, Project Fund – KCI Raymore Building 5, LLC” created in **Section 501** of this Indenture.

“Project Improvements” means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved or located on the Project Site pursuant to the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit C** 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 D** attached hereto and by this reference made a part hereof, including any existing improvements thereon.

“Purchaser” means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

“Refunding Bonds” shall have the meaning set forth in **Section 209** hereof.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the Issuer 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.

“Tenant” means KCI Raymore Building 5, LLC, a Missouri limited liability company, and its successors or assigns.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture.

“Trustee” means Security Bank of Kansas City, a state banking corporation duly organized and validly existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, 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” means Issuer’s right to receive moneys for its own account, including but not limited to payments in lieu of taxes; the Issuer’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease; the rights of the Issuer to provide any consent or approval under the Lease; and the rights of the Issuer to enforce any Lease provision relating to appearance or condition of the Project.

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) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds . No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Raymore, Missouri Taxable Industrial Revenue Bond (KCI Raymore Building 5, LLC Project), Series 2025.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$43,000,000, plus the principal amount of any Additional Bonds.

Section 202. Nature of Obligation . The Bonds and the interest thereon shall be special obligations of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners of the Bonds, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the Issuer or the State of Missouri, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of Bonds .

(a) The Bonds shall be issuable in the form of one fully registered Bond without coupons in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof up to the maximum principal denomination of \$43,000,000. The Bond shall be substantially in the form hereinafter set forth in **Article IV** of this Indenture.

(b) The Bond 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 Bonds replacing such 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 Tenant (if not the Owner) and the Issuer. 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 Tenant is the sole Owner of the Bonds and the lessee under the Lease, then the Tenant may set-off (by book entry or other reasonable means) its obligation to the Issuer as lessee under the Lease to pay rent against the Issuer's obligations to the Tenant as the bondholder under this Indenture for principal of and interest on the Bonds. The Trustee may conclusively rely on the absence of any notice from the Tenant to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Tenant may deliver to the Trustee for cancellation the Bonds and the Tenant shall receive a credit against the Basic Rent payable by the Tenant 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.

(f) The Trustee covenants and agrees that, except as otherwise herein provided, it will not sell, convey, mortgage, encumber or otherwise dispose of the Bonds.

Section 205. Execution and Authentication of Bonds .

(a) The Bond shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the Issuer affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on the Bond shall cease 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 shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Bond shall have endorsed thereon a Certificate of Authentication substantially in the form stipulated in **Section 401** 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 unless and until such Certificate of Authentication shall have been duly executed by the Trustee. Such 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 officer or employee 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 Bond 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 registered owner or such owner's attorney or legal representative, in such form as shall be reasonably satisfactory to the Trustee. The Bond has not been registered under the Securities Act of 1933, as amended, or any state securities law, and the Bond may not be transferred unless (i) the Issuer consents in writing to such transfer, such consent not to be unreasonably withheld, conditioned or delayed (and such consent to be deemed given if the transferee is a permitted assignee of the Lease), and (ii) and the Issuer and the Trustee are furnished a written legal opinion from counsel reasonably acceptable to the Trustee, the Issuer and the Tenant, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities law. Notwithstanding the foregoing, the Bond may be transferred to the Lender or to any successor to the Tenant or any entity owned or under common ownership with the Tenant, as Lessee under the Lease without the necessity of obtaining the Issuer's consent or such an opinion. In connection with any such transfer of the Bond the Trustee shall receive an executed representation letter signed by the proposed assignee containing substantially the same representations contained in the representation letter delivered to the Trustee from the Owner upon the initial issuance of the Bond. Upon any such transfer, the Issuer 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 Issuer 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 Issuer 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 Issuer nor the Trustee shall be required to make any such exchange or transfer of

Bonds during the 15 days immediately preceding an interest 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) In the event any registered Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered Owner hereunder or under the Bonds.

(e) Notwithstanding anything to the contrary in this Indenture, no Bond shall be transferred in a principal amount less than \$100,000 unless the Cumulative Outstanding Principal Amount of all Bonds Outstanding of the series of which such bond is a part is less than \$100,000.

Section 207. Persons Deemed Owners of Bonds . As to any Bond, the person in whose name the same shall be 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, and 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 registered 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) There shall be issued and secured by this Indenture a series of Bonds in the aggregate maximum principal amount of not to exceed \$43,000,000 for the purpose of providing funds for paying the costs of the Project, which Bonds shall be designated “City of Raymore, Missouri Taxable Industrial Revenue Bond (KCI Raymore Building 5, LLC Project), Series 2025.” The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on the Maturity Date (subject to prior redemption as hereinafter provided in **Article III**) 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 Issuer’s Paying Agent for the payment of the principal of and interest on the Bonds. The Owners of a majority in principal amount of the Bonds then Outstanding may designate a different Paying Agent upon written notice to the Issuer and the Trustee.

(c) The Bond shall be executed without material variance from the form and in manner set forth in **Article IV** hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bond by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the governing body of the Issuer authorizing the issuance of the Bonds and the execution of this Indenture and the Lease;

(2) An original executed counterpart of this Indenture;

- (3) An original executed counterpart of the Lease;
 - (4) An original executed counterpart of the Deed of Trust;
 - (5) A request and authorization to the Trustee on behalf of the Issuer, executed by the Authorized Issuer Representative, to authenticate the Bond and deliver the same to the purchaser identified in the Bond Purchase Agreement upon payment to the Trustee, for the account of the Issuer, 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;
 - (6) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding revenue bonds of the Issuer; and
 - (7) Evidence of insurance coverage as required by **Article VII** of the Lease.
- (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, either:
- (1) The Purchaser shall pay the Closing Price to the Trustee (a portion of which in an amount equal to the acquisition price of the Project Site may be deemed to have been paid in accordance with the closing memorandum circulated with respect to the Bonds), 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; or
 - (2) The Tenant shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, or the City, the Tenant and the Trustee shall have signed a closing certificate, in an amount equal to the Closing Price, and the Trustee shall authenticate and 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 the Tenant (or another purchaser or Lender designated by the Tenant).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Tenant may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and, if the Tenant is the Owner of all of the Bonds, the Trustee shall, based solely on 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 in subsection (i) below) as set forth on **Schedule I** to the Bonds shall be the date of the Issuer's approval of each requisition certificate. The Tenant shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the amount of such requisition. The Trustee shall, at the time of each endorsement, send revised **Schedule I** to the Bonds via facsimile or electronic mail to the Purchaser and the Tenant (if not the sole Owner of the Bonds) and the Issuer. The Trustee shall keep a record of the total requisitions submitted by the Tenant for the Project, and shall notify the Tenant and the Issuer in writing if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bond shall bear interest at the rate of **7.00%** per annum on the Cumulative Outstanding Principal Amount of the Bond, and such interest shall be payable in arrears on each December 1 until the Maturity Date or upon earlier redemption prior to said date in accordance with **Article III**, and, if the Bond is not paid in full on the Maturity Date, continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full; provided, however, in no event shall the interest rate on the Bond exceed the maximum permitted amount under Section 108.170 of the Revised Statutes of Missouri. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each. Principal shall be payable at maturity unless redeemed prior to said date in accordance with **Article III**.

(g) Interest only shall be payable on December 1, 2025. Starting with December 1, 2026 and on each December 1 thereafter while any Bonds are Outstanding, both principal and interest shall be payable on each Payment Date. 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, 2026 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, 2045. 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.

(h) The Series 2025 Bond 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, upon any change, send a revised copy of the Table of Cumulative Outstanding Principal Amount via facsimile or other electronic means to the Owner, the Tenant (if not the Owner), the Lender (if any) and the Issuer. Absent manifest error, the amounts shown on the Table of Cumulative Outstanding Principal Amount as noted by the Trustee shall be conclusive evidence of the principal amount Outstanding or paid on the Bonds.

(i) 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 (or is deemed to be paid by exercise of the Tenant of its right to set-off payments pursuant to **Section 204(e)** hereof and **Section 5.1** of the Lease), pursuant to the 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." If the Tenant is the sole Owner of the Bonds, then the Trustee may conclusively rely on the absence of any notice from the Tenant to the contrary as evidence that the Tenant has exercised its right to set-off its obligation to the Issuer as lessee under the Lease against the Issuer's obligations to the Tenant as the bondholder under this Indenture pursuant to **Section 204(e)** hereof and **Section 5.1** of the Lease. 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 A** 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 Issuer and the Tenant 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 Issuer and the Tenant.

Section 209. Authorization of Additional Bonds .

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds, at any time or from time to time, upon compliance with the conditions hereinafter provided in this Section, for the purpose of providing funds for (i) refunding all or part of the Bonds then Outstanding of any series, including the payment of any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding, (ii) to provide funds to pay the costs of completing the Project, (iii) to provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof, and (iv) to provide funds to pay all or any part of the costs of acquisition, purchase, construction, improvement, equipping and fixturing to the Project as the Tenant may deem necessary or desirable. Additional Bonds issued for purposes described in clause (i) above shall also be referred to as "Refunding Bonds."

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Issuer shall (i) pass an ordinance authorizing the issuance of such Additional Bonds, fixing the amount thereof and describing the Bonds to be refunded, authorizing the Issuer to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and, if required, authorizing the Issuer to enter into a Supplemental Lease with the Tenant, and (ii) except in the case of Refunding Bonds, for which consent shall not be required, obtain the written consent to the issuance of the proposed Additional Bonds from the Lender and the Owners of 100% of the Bonds Outstanding as reflected on the bond registration books maintained by the Trustee immediately preceding the issuance of such Additional Bonds.

(c) Such Additional Bonds shall be dated, shall be stated to mature in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices, all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemptions, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Bonds, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds.

(d) Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds, but the Issuer may, at the written request of the Tenant, issue other obligations specifically subordinate and junior to the Bonds, without the written consent of all or any of the Owners.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds . In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the Issuer 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 Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer 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 211. 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 Issuer and the Tenant.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally . The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 302. Redemption of Bonds . The Bonds shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, by the Issuer, at the option of and upon instructions from the Tenant, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with **Section 602** hereof, at a price equal to the par value thereof, plus accrued interest thereon, without premium or penalty, to the date of payment.

(c) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1** or **9.2** 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.

(d) The Bonds are subject to mandatory redemption, in whole, in the case of the cessation of operations of the Project as provided in **Section 8.07** of the Performance Agreement. Upon such event, the Issuer shall give notice to the Tenant specifying the date on which the condition or conditions described in this subsection first occurred and the date (not less than nine months after the date so specified or less than two months from the mailing date of the notice) upon which the Tenant must redeem all Outstanding Bonds. Such notice shall not be given by the Issuer during any period of time allowed under **Section 9.1** or **9.2** of the Lease for the repair, restoration, replacement, substitution or rebuilding of damage to, destruction of or with respect to condemnation of the Project.

(e) In connection with a redemption under paragraphs (a), (b), (c) or (d) of this Section, at its option, the Tenant may deliver to the Trustee for cancellation any Bonds owned by the Tenant and not previously paid, and the Tenant shall receive a credit against the amounts payable by the Tenant for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

(f) 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.

Section 303. Effect of Call for Redemption . Prior to or on the date fixed for redemption, funds or non-callable Government Securities 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.

Section 304. Notice of Redemption . If the Bonds are to be called for redemption as provided in **Section 301** hereof, the Tenant shall deliver written notice to the Issuer and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Tenant is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Tenant 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 Bond and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit A** attached hereto. Additional Bonds and the Trustee's Certificate of Authentication to be endorsed thereon

shall be in substantially the form set forth in this Article, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. 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 Issuer:

- (a) “City of Raymore, Missouri, Project Fund – KCI Raymore Building 5, LLC” (herein called the “Project Fund”);
- (b) “City of Raymore, Missouri, Costs of Issuance Fund – KCI Raymore Building 5, LLC” (herein called the “Costs of Issuance Fund”); and
- (c) “City of Raymore, Missouri, Bond Fund – KCI Raymore Building 5, LLC” (herein called the “Bond Fund”).

Section 502. Deposits into the Project Fund . The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)** and **(e)** hereof), excluding amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof and any amounts directed to be deposited into the Costs of Issuance Fund by a closing memorandum circulated in connection with the Bonds, shall be deposited (or deemed to be deposited) by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of acquiring, purchasing, constructing, improving, equipping and fixturing 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 Tenant (or any other party that has made payment on behalf of the Tenant) for payment of, Project Costs upon receipt of requisition certificates signed by the Tenant 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(d)** and **(e)** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Tenant 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 Tenant 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 Tenant Representative. If the Issuer 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 Issuer. The Issuer hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall provide a statement of receipts and disbursements with respect thereto to the Tenant on a monthly basis. After the Project has been completed and a certificate of payment of all costs filed as provided in **Section 504** hereof, the Trustee shall file a final statement of receipts and disbursements with respect thereto with the Issuer and the Tenant.

Section 504. Completion of the Project . The completion 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 any actual balance (as opposed to amounts resulting from deemed deposits) remaining in the Project Fund shall without further authorization be deposited in the Bond Fund.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to **Section 902** of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX** provided, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee with advice to the Issuer and to the Tenant of such action.

Section 506. Deposits into and Disbursements from the Costs of Issuance Fund . Money deposited by the Tenant in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Tenant 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 issuance of the Bonds shall be refunded to the Tenant.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund . The Trustee shall deposit into the Bond Fund, as and when received, (a) all rent payments payable by the Tenant to the Issuer specified in **Section 5.1** of the Lease and amounts due under **Section 5.2** of the Lease; (b) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project; (c) subject to the terms and conditions of the Mortgage and the other documents executed in favor of the Lender, 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; and (d) 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, including, without limitation, amounts payable into the Bond Fund by the Issuer pursuant to **Section 801** hereof.

Section 602. Application of Moneys in the Bond Fund .

(a) Except as provided in **Section 602(d)** 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 prior to 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 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the Issuer.

(b) The Issuer 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 prior to such redemption, the Issuer covenants and agrees, upon request of the Tenant, 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 Tenant. 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 Tenant 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 Issuer 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 Tenant upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Saturdays, Sundays and Holidays . 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 shall be a Saturday, a Sunday or a legal holiday or a day on which banking institutions in the Issuer of payment are authorized by law to close, 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 not a Saturday, a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close 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 . In the event any Bond shall not be 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 Issuer 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 its part under this Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the Tenant the funds theretofore held by it for payment of such Bond, without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Tenant, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 605. Repayment to the Tenant 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 Tenant 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, the Costs of Issuance 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 or any moneys received hereunder except such as may be agreed upon.

Section 702. Investment of Moneys in Project Fund and Bond Fund . Moneys held in the Project Fund, the Costs of Issuance Fund and the Bond Fund shall, pursuant to written direction of the Tenant, signed by the Authorized Tenant Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. In the event the Tenant fails to provide written directions concerning investment of moneys held in the Project Fund, the Costs of Issuance Fund or the Bond Fund, the Trustee shall invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. 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)** of this Indenture of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund, the Costs of Issuance 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** 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 Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project 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, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously and sufficiently leased as a revenue and income-providing undertaking, and that, should there be a default under the Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Bondowners to the end of fully protecting the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived from the Project promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable. Nothing herein shall be construed as requiring the Issuer 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 Issuer covenants that it is duly authorized under the Constitution and laws of the State of Missouri 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 Issuer according to the import thereof.

Section 803. Performance of Covenants . The Issuer 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, undertaking, stipulations and provisions of the Issuer hereunder.

Section 804. Instruments of Further Assurance . The Issuer 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 Issuer 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. Payment of Taxes and Charges . The Issuer represents that pursuant to the provisions of **Section 5.2** of the Lease, the Tenant has agreed to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof.

Section 806. Insurance . The Issuer represents that pursuant to the provisions of **Article VII** of the Lease, the Tenant has agreed at its own expense to keep the Project constantly insured to the extent provided for therein.

Section 807. Maintenance and Repair . The Issuer represents that pursuant to the provisions of **Section 6.1** of the Lease, the Tenant has agreed at its own expense to cause the Project to be maintained and kept in good condition, repair and working order, and that pursuant to **Section 8.3** of the Lease the Tenant may, at its own expense, make from time to time additions, changes and alterations to the Project under the terms and conditions set forth therein.

Section 808. Recordings and Filings . The Issuer will cause this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all appropriate financing statements and 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 of the Bonds and the rights of the Trustee hereunder. The Trustee shall file UCC continuation statements, as needed.

Section 809. Inspection of Project Books . The Issuer 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 810. Enforcement of Rights Under the Lease . The Issuer covenants and agrees that it shall enforce all of its rights and all of the obligations of the Tenant (at the expense of the Tenant) under the Lease to the extent necessary to preserve the Project in good order and repair, and to protect the rights of the Trustee and the Bondowners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the Issuer and the Trustee, as its assignee, shall refrain from enforcing any right or obligation (except for the Unassigned Rights and any other rights of the Issuer and the Trustee to receive payments owing to either of them for their own account 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 Issuer agrees that the Trustee, as assignee of the rentals and other amounts to be received by the Issuer and paid by the Tenant under the Lease, or in its name or in the name of the Issuer, may enforce all rights of the Issuer to receive such rentals and other amounts and all obligations of the Tenant to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Bondowners, whether or not the Issuer is in default hereunder.

The Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the Issuer, may enforce all assigned rights of the Issuer and the Trustee and all obligations of the Tenant under and pursuant to the Lease for and on behalf of the Owners, whether or not the Issuer is in default hereunder.

Section 811. 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 Tenant (as long as no default by the Tenant 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 Tenant shall be 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 Issuer, the Lender and the Tenant 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 Issuer, the Lender and the Tenant by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding; or

(c) The occurrence of an Event of Default as specified in **Section 12.1** of the Lease shall have occurred.

(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 actual notice of such default by registered or certified mail has been given by the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Tenant, the Lender and the Issuer, and the Tenant, Lender or the Issuer (as the case may be) 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, (i) 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 Tenant, Lender or the Issuer (as the case may be)

within such period and diligently pursued until the default is corrected, and (ii) no Event of Default (except for defaults related to any Unassigned Rights or related to Sections 7.2, 7.3, 10.5, 12.1(c), 12.1(d) and 12.1(e) of the Lease) shall be declared without the consent of the Lender and the Owners of the Bonds. Nothing herein shall constitute an obligation of the Lender to cure any defaults hereunder.

Section 902. Acceleration of Maturity in Event of Default . If an Event of Default has occurred and is continuing, the Trustee may with the consent of the Lender, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding or the Lender, shall, by notice in writing delivered to the Issuer, the Lender and the Tenant, 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.

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, the Issuer, 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 Issuer pertaining thereto, and including the rights and the position of the Issuer under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed wise by the Trustee; the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, 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, and (b) any reasonable charges of the Trustee hereunder, and (c) any taxes and assessments and other charges having priority to the lien of this Indenture, which the Trustee may deem it wise to pay, and (d) all expenses of such repairs and improvements, and 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 shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, 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 Issuer and the Tenant 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, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners 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 to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

(b) If an Event of Default has occurred and is continuing, and if requested to do so by the Owners of 25% in aggregate principal amount of Bonds then Outstanding and 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 in the interests of the Bondowners.

(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 of the Bonds, 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 Bondowners . No Owner of any Bond 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 subsection (h) of **Section 1001** 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, shall have offered it reasonable opportunity either to proceed and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in subsection (l) of **Section 1001**, 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 of the Bonds 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 Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the Issuer 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 Bondowners to Direct Proceedings .

(a) Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to 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; and, provided further, that the Trustee shall have the right to decline to

follow any such directions if the Trustee shall in good faith determine that the proceedings so directed would involve the Trustee in personal liability.

(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(a)** (but only if such Event of Default is based upon the nonpayment of Additional Rent), **Section 12.1(b)** (to the extent that the Event of Default relates to Unassigned Rights) **Section 12.1(c)**, **Section 12.1(d)** or **Section 12.1(e)** 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 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, 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**, 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 an interest 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 Issuer and the Paying Agent have been paid, any balance remaining in the Bond Fund shall be paid to the Tenant as provided in **Section 606** hereof.

Section 909. Remedies Cumulative . No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondowners 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 Bondowners 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 shall have been determined adversely, then and in every such case the Issuer, the Tenant, the Trustee and the Bondowners 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 may in its discretion 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 shall do so upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that 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 fees, charges, costs and expenses of the Trustee and the Issuer, 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 Issuer, the Tenant, the Trustee and the Bondowners 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.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts . The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate 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, prior to the occurrence of an Event of Default and after the curing of all Events of Default which 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 shall have occurred and be continuing, subject to **Section 1001(1)** below, 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, 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, and the Trustee shall be entitled to act upon and may conclusively rely upon the opinion or advice of counsel, who may be counsel to the Issuer or to the Tenant, 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 nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(c) Except as provided in the Lease and particularly **Section 10.8** thereof, 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 for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith, or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the Issuer 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 which it would have if it were not Trustee.

(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 the Owner of any Bond, 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 prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized Issuer Representative or Authorized Tenant Representative as sufficient evidence of the facts therein contained, and prior to 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 or Event of Default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee shall be specifically notified in writing of such default or Event of Default by the Issuer 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 Tenant's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the Issuer 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 Tenant 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 shall have the right, 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 Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Indenture, 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 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.

(n) The Trustee may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the Bondowners if, in the opinion of the Trustee, such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity pursuant to this section from the Bondowners, and the Trustee may rely conclusively upon an opinion of counsel in determining whether any action directed by the Bondowners may result in such liability.

(o) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this section.

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 and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or 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 Tenant has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the Issuer shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Tenant 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 first lien with right of payment prior to 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 Bondowners and Lender if Default Occurs . If an Event of Default occurs of which the Trustee is by subsection (h) of **Section 1001** hereof required to take notice or if notice of an Event of Default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the Lender and the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the principal office of the Trustee.

Section 1004. Intervention by the Trustee . In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Bondowners and, shall do so if requested in writing by the Lender or 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 Tenant, 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 Issuer, the Tenant and the Bondowners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Bondowners or by the Issuer; 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 Issuer and the Tenant 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 Issuer and the Owners and signed by the Tenant.

Section 1008. Appointment of Successor Trustee . In case the Trustee hereunder shall resign or be removed, or shall otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee reasonably acceptable to the Issuer and the Tenant 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 Issuer, 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 by the Bondowners in the manner above provided. Any such temporary Trustee so appointed by the Issuer shall hold such appointment no longer than 90 days without Tenant approval and shall immediately and without further acts be superseded by the successor Trustee so appointed by such Bondowners. 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 having a reported capital, surplus and undivided profits of not less than **\$50,000,000**. Should no temporary or successor Trustee be appointed within thirty days following the date of the instrument of resignation or removal, any Bondowner or the resigning or removed Trustee may petition a court of competent jurisdiction for the appointment of a successor.

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 Issuer and the Tenant 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; but such predecessor shall, nevertheless, on the written request of the Issuer, 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, and thereupon the obligations and duties of the predecessor Trustee hereunder shall cease and terminate. Should any instrument in writing from the Issuer be required by any 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 Issuer.

Section 1010. Right of Trustee to Pay Taxes and Other Charges . In case 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 Bondowners 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 prime rate of the Trustee, plus 2%, 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 of Missouri) 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 may not 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) In the event that 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 Tenant), 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 Issuer 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 Issuer.

(d) In case 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. Annual Accounting . The Trustee shall render an annual accounting to the Issuer, the Tenant and to any Bondowner requesting the same and, upon the request of the Tenant or the Bondowner, a monthly accounting to the Tenant and the Bondowner, 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 Bondowners . The Issuer and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, 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 not prejudicial to the Bondowners (in making such determination, the Trustee may rely conclusively upon an opinion of counsel);
- (b) To more precisely identify the Project or to add additional property thereto; or
- (c) To issue Refunding Bonds as provided in **Section 209** hereof.

Section 1102. Supplemental Indentures Requiring Consent of Bondowners .

(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 50% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures

as shall be deemed necessary and desirable by the Issuer and the Trustee 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 Section 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 the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the Issuer shall request 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 Bondowner 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 principal corporate trust office of the Trustee for inspection by all Bondowners. If within 60 days or such longer period as may be prescribed by the Issuer following the mailing of such notice and except as provided in (a) above, 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 Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond 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 Issuer from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Tenant's and Lender's Consent to Supplemental Indentures . Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant and the Lender, if any, shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of a Supplemental Lease executed by the Tenant in connection with the issuance of Additional Bonds under **Section 209** hereof shall be deemed to be the consent of the Tenant to the execution of a Supplemental Indenture pursuant to **Section 209** hereof, respectively. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to **Section 209** hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Tenant and the Lender at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 1104. Opinion of Counsel . Prior to or contemporaneously with the execution of any Supplemental Indenture by the Trustee, the Trustee shall receive an opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Indenture are authorized under this Indenture and the Act and will, upon execution and delivery thereof be valid and binding upon the Issuer in accordance with its terms.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Bondowners . The Issuer and the Trustee shall, with the consent of the Lender but without the consent of or notice to the Bondowners, consent to the execution of any Supplemental Lease or Supplemental Leases by the Issuer and the Tenant 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, (d) in connection with the issuance of Refunding Bonds under **Section 209** hereof, (e) in connection with any other change therein which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Bondowners (in making such determination, the Trustee may rely upon an opinion of counsel).

Section 1202. Supplemental Leases Requiring Consent of Bondowners . Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the Issuer nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the Issuer or the Tenant without the mailing of notice and the obtaining of the written approval or consent of the Lender and the Owners of not less than 50% 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 Issuer and the Tenant 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 principal office of the Trustee for inspection by all Bondowners. The Trustee shall not be obligated to consent to any Supplemental Lease which, in the judgment of the Trustee, is prejudicial to the rights of the Trustee.

Section 1203. Opinions of Counsel. Prior to or contemporaneously with the consent by the Trustee of execution of any Supplemental Lease, the Trustee shall receive an opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the provisions of such Supplemental Lease are authorized under this Indenture, the Lease and the Act and will, upon execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and an opinion of counsel to the Tenant stating that such Supplemental Lease will, upon execution and delivery thereof, be valid and binding upon the Tenant.

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 shall have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision shall also be made for paying all other sums payable hereunder, including the reasonable fees and expenses of the Trustee, the Issuer 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, and

thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be reasonably requested to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer 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 Tenant under **Section 606** 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 Issuer 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) shall have been made or caused to be made in accordance with the terms thereof, or (2) shall have been provided for by depositing with the Trustee in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) non-callable 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, and, in the case of Bonds which do not mature or will not be redeemed within ninety days of the deposit of cash or non-callable Government Securities, a verification report of a firm of independent certified public accountants as to the adequacy of the amounts so deposited to fully pay the Bonds deemed to be paid. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it 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 prior to 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 prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture 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, if any, 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 Bondowners . Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners 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, 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:

(a) 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 acknowledgements within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) 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 Issuer maintained by the Trustee pursuant to **Section 206** hereof.

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 Tenant or any affiliate of the Tenant 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 Tenant 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 that the pledgee is not the Tenant or any affiliate of the Tenant.

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, the Tenant, the Lender and the Owners of the Bonds, 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, the Tenant, the Lender and the Owners of the Bonds, 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 Issuer, the Trustee, the Tenant or Bondowners if the same shall be duly mailed by registered or certified mail, postage prepaid, return receipt requested, (provided that notice to the Trustee shall in no case be deemed effective until received) or sent by overnight delivery or other delivery service addressed:

(a) To the Issuer:

City of Raymore, Missouri
100 Municipal Circle
Raymore, Missouri 64083
Attention: City Manager

(b) To the Tenant:

KCI Raymore Building 5, LLC
c/o VanTrust Real Estate, LLC
4900 Main Street, Suite 800
Kansas City, Missouri 64112
Attention: Grant Harrison

(c) To the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue
Kansas City, Kansas 66101
Attention: Corporate Trust Department

(d) To the Lender:

UMB Bank, N.A.
1000 Walnut St., BB18-7
Kansas City, Missouri 64106
Attention: John S. Mikelson

With a copy to:

Spencer Fane LLP
1 North Brentwood Blvd., Suite 1200
St. Louis, Missouri 63105
Attention: Robert Epstein

(e) To the Bondowners if the same shall be duly mailed by first-class 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 principal 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 Issuer or the Trustee to the other shall also be given to the Tenant. The Issuer, the Tenant, the Lender 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 simultaneously 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 of Missouri.

Section 1407. Electronic Storage . The parties agree that the transactions described herein may be conducted and related documents may be received, sent 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 1408. Rights of Lender. The Issuer and the Trustee agree that in addition to any other rights to assign the Bonds as set forth herein, the Tenant may collaterally assign its interest in the Bonds to the Lender for the purpose of securing the Tenant's obligations to the Lender in connection with the financing or refinancing of the Project. In the event of a collateral assignment made by the Tenant, the Issuer and the Trustee agree, at the expense of the Tenant, to execute such consents, estoppels and other documents related thereto as the Lender shall reasonably request and in such form reasonably requested by Lender.

Section 1409. Issuer Consent. Pursuant to the Ordinance, the Mayor or the City Manager are authorized to execute all documents on behalf of the Issuer (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Tenant) as may be required to carry out and comply with the intent of the Ordinance, this Indenture and the Lease. The Mayor or the City Manager are also authorized, unless expressly prohibited herein, to grant on behalf of the Issuer such consents, estoppels and waivers relating to the Bonds, this Indenture, the Lease or the Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax abatement as provided for therein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the City Council, and provided further, that the Mayor or the City Manager may seek the input or a decision from the City Council on any matter.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Raymore, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and the seal of the Issuer to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, Security Bank of Kansas City has caused this Indenture to be signed in its name and behalf by its duly authorized officer and its official seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, all as of the date first above written.

CITY OF RAYMORE, MISSOURI

By _____
Title: Mayor

[SEAL]

ATTEST:

By _____
Title: City Clerk

SECURITY BANK OF KANSAS CITY, as
Trustee

By _____
Title:

EXHIBIT A
(FORM OF BOND)

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless (i) the Issuer consents in writing to such transfer, and (ii) the Issuer and the Trustee are furnished a written legal opinion from counsel acceptable to the Issuer, the Trustee and the Tenant, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any successor of the Tenant or any entity owned by or under common ownership with the Tenant without the necessity of obtaining the Issuer's consent or such an opinion.

No. 1	Not to Exceed	\$43,000,000
--------------	----------------------	---------------------

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF RAYMORE, MISSOURI

TAXABLE INDUSTRIAL REVENUE BOND
(KCI RAYMORE BUILDING 5, LLC PROJECT)
SERIES 2025

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
7.00%	December 1, 2045	April __, 2025

THE CITY OF RAYMORE, MISSOURI, a constitutional charter city organized and existing under the laws of the State of Missouri (the "Issuer"), for value received, promises to pay, but solely from the source hereinafter referred to, to

KCI RAYMORE BUILDING 5, LLC

or registered assigns, on December 1, 2045, the maximum principal amount of not to exceed

FORTY-THREE MILLION DOLLARS

or such lesser amount as may be outstanding hereunder as reflected in the bond registration books maintained by the Trustee. The Issuer agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts (or by book entry as provided in the Indenture and Lease), and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer (or by book entry as provided in the Indenture and Lease), or by wire transfer to an account in a commercial bank or savings

institution located in the continental United States. This Bond shall bear interest on the Cumulative Outstanding Principal Amount (as hereafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1. 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, 2025. Starting with December 1, 2026 and on each December 1 thereafter while this Bond is Outstanding, both principal and interest shall be payable on each Payment Date. 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, 2026 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, 2045. The payment of each such annual installment shall be applied first to accrued interest and then to principal. Any partial prepayment of Bonds 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 the Bonds on any Payment Date shall be determinative. In no event shall the interest rate on the Bond exceed the maximum permitted amount under Section 108.170 of the Revised Statutes of Missouri.

As used herein, the term "Cumulative Outstanding Principal Amount" means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the terms of the hereinafter defined Indenture, as reflected in the bond registration books maintained by the Trustee.

The Trustee shall keep and maintain a record of the amounts deposited or deemed designated into the Project Fund pursuant to the terms of the Indenture as "Principal Amount Deposited into Project Fund" and shall enter the aggregate principal amount of this Bond then outstanding on its records as the "Cumulative Outstanding Principal Amount" on its records maintained for this Bond. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof, pursuant to the redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Bond as "Principal Amount Paid Pursuant to Optional Redemption Provisions," and shall enter the then outstanding principal amount of this Bond as "Cumulative Outstanding Principal Amount" on its records. Unless the Bond is held by the Trustee, the registered owner may from time to time enter the respective amounts deposited or deemed deposited into the Project Fund pursuant to the terms of the Indenture under the column headed "Principal Amount Deposited Into Project Fund" on the attached Table of Cumulative Outstanding Principal Amount (the "Table") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the attached Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof pursuant to the redemption provisions of the Indenture, unless the Bond is held by the Trustee, the registered owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Paid Pursuant to Optional Redemption Provisions" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the Issuer designated "City of Raymore, Missouri Taxable Industrial Revenue Bonds (KCI Raymore Building 5, LLC Project), Series 2025," in the maximum aggregate principal amount of not to exceed \$43,000,000 (the "Bonds"), to be issued for the

purpose of providing funds to pay the cost of acquiring, constructing and equipping an industrial distribution warehouse and commercial facility and associated site work and infrastructure, consisting of one building of approximately 555,000 square feet, including land, buildings, structures, improvements and fixtures (the “Project”), to be leased to a private-sector company (the “Tenant”), under the terms of a Lease Agreement dated as of April 1, 2025 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the Issuer and the Tenant, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and 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, and pursuant to proceedings duly had by the governing body of the Issuer.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of April 1, 2025 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the Issuer and Security Bank of Kansas City, as trustee (the “Trustee”). Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture on a parity with the Bonds. 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 Issuer, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured.

THIS BOND shall be subject to redemption and payment as provided in the Indenture.

IF THE BONDS are to be called for redemption, the Company shall deliver written notice to the Issuer and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Tenant is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Tenant 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.

THE BONDS are special obligations of the Issuer payable solely out of the rents, revenues and receipts derived by the Issuer from the Project and not from any other fund or source of the Issuer, 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 Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute general obligations of the Issuer or the State of Missouri, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional 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 Tenant directly to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated the “City of Raymore, Missouri, Taxable Industrial Revenue Bond Fund –KCI Raymore Building 5, LLC Project, Series 2025.”

THE OWNER of this Bond shall have no right to enforce the provision 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.

SUBJECT TO the requirements for transfer set forth above in the legend contained on the face of this Bond, this Bond is transferable, as provided in the Indenture, only upon the books of the Issuer kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer

satisfactory to the Trustee duly executed by the registered owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and 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 Issuer, 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 without coupons in the denomination of \$100,000 of any integral multiple of \$0.01 in excess thereof up to the maximum principal denomination of \$43,000,000.

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 as of the date set forth above.

CITY OF RAYMORE, MISSOURI

By _____
Mayor

(SEAL)

ATTEST:

By _____

City Clerk

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

<u>Date</u>	Principal Amount Deposited or Deemed Deposited Into <u>Project Fund</u>	Principal Amount Paid Pursuant to Redemption <u>Provisions</u>	Cumulative Outstanding Principal <u>Amount</u>	Notation Made <u>By</u>
-------------	--	---	---	-------------------------------

(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 and
must be guaranteed by an eligible guarantor.

Medallion Signature Guarantee:

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (KCI Raymore Building 5, LLC Project), Series 2025, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

**SECURITY BANK OF KANSAS CITY, as
Trustee**

Date

By _____
Name: _____
Title: _____

EXHIBIT B

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent paid for in whole with Bond proceeds:

None

EXHIBIT C

PROJECT IMPROVEMENTS

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, equipping or remodeling of the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

EXHIBIT D

PROJECT SITE

[Legal description to be inserted prior to closing. Project Site will be "Lot 1" of Raymore Commerce Center South, First Plat.]

**CITY OF RAYMORE, MISSOURI,
As Lessor,**

AND

**KCI RAYMORE BUILDING 5, LLC,
As Lessee**

LEASE AGREEMENT

Dated as of April 1, 2025

Relating to:

**\$43,000,000
(Aggregate Maximum Principal Amount)
City of Raymore, Missouri
Taxable Industrial Revenue Bonds
(KCI Raymore Building 5, LLC Project)
Series 2025**

Certain interests of the City of Raymore, Missouri (the “Issuer”), in this Lease Agreement have been pledged and assigned to Security Bank of Kansas City, as Trustee under the Trust Indenture dated as of April 1, 2025, between the Issuer and the Trustee.

LEASE AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1

ARTICLE I

DEFINITIONS

Section 1.1.	Definitions of Words and Terms.	1
Section 1.2.	Rules of Interpretation	3

ARTICLE II

REPRESENTATIONS

Section 2.1.	Representations by the Issuer.	4
Section 2.2.	Representations by the Tenant.	4

ARTICLE III

GRANTING PROVISIONS

Section 3.1.	Granting of Leasehold Estate	5
Section 3.2.	Lease Term	5
Section 3.3.	Possession and Use of the Project.	5

ARTICLE IV

PURCHASE, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF THE PROJECT

Section 4.1.	Issuance of the Bonds.	6
Section 4.2.	Purchase, Construction, Renovation, Installation and Equipping of the Project	6
Section 4.3.	Project Costs	8
Section 4.4.	Payment for Project Costs.	8
Section 4.5.	Establishment of Completion Date.	8
Section 4.6.	Surplus or Deficiency in Project Fund	9
Section 4.7.	Project Property of the Issuer.	9
Section 4.8.	Machinery and Equipment Purchased by the Tenant.	9

ARTICLE V

RENT PROVISIONS

Section 5.1.	Basic Rent	10
Section 5.2.	Additional Rent	10
Section 5.3.	Obligations of Tenant Absolute and Unconditional.	11
Section 5.4.	Prepayment of Basic Rent	11
Section 5.5.	Redemption of Bonds	11
Section 5.6.	Payment in Lieu of Taxes	11

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1.	Maintenance and Repairs.	12
Section 6.2.	Taxes, Assessments and Other Governmental Charges.	12
Section 6.3.	Utilities	12
Section 6.4.	Property Tax Exemption	13

ARTICLE VII

INSURANCE

Section 7.1.	Title Insurance	13
Section 7.2.	Casualty Insurance	13
Section 7.3.	Public Liability Insurance	14
Section 7.4.	Blanket Insurance Policies.	14
Section 7.5.	Indemnification of Trustee.	14

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1.	Additions, Modifications and Improvements of the Project	15
Section 8.2.	Removal of Project Equipment	15
Section 8.3.	Additional Improvements on the Project Site.	16
Section 8.4.	Permits and Authorizations	16
Section 8.5.	Mechanics' Liens	17
Section 8.6.	Option to Purchase Unimproved Portions of the Project Site.	17

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1.	Damage or Destruction	18
Section 9.2.	Condemnation	20
Section 9.3.	Bondowner Approval	21

ARTICLE X

SPECIAL COVENANTS

Section 10.1.	No Warranty of Condition or Suitability by the Issuer; Exculpation and Indemnification	21
Section 10.2.	Surrender of Possession.	21
Section 10.3.	Issuer's Right of Access to the Project	22
Section 10.4.	Granting of Easements; Mortgage	22
Section 10.5.	Indemnification of Issuer and Trustee	24
Section 10.6.	Depreciation, Investment Tax Credit and Other Tax Benefits.	25
Section 10.7.	Tenant to Maintain its Corporate Existence	25
Section 10.8.	Security Interests	25

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1.	Option to Purchase the Project	26
Section 11.2.	Conveyance of the Project.	27
Section 11.3.	Relative Position of Option and Indenture	27
Section 11.4.	Obligation to Purchase the Project.	27

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1.	Events of Default	27
Section 12.2.	Remedies on Default	28
Section 12.3.	Survival of Obligations	29
Section 12.4.	Performance of the Tenant's Obligations by the Issuer	29
Section 12.5.	Rights and Remedies Cumulative	29
Section 12.6.	Waiver of Breach	29
Section 12.7.	Trustee's Exercise of the Issuer's Remedies	29
Section 12.8.	Notice of Defaults Under Section 12.1; Opportunity of Tenant to Cure Defaults	30

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1.	Assignment; Sublease.	30
Section 13.2.	Assignment of Revenues by Issuer	31
Section 13.3.	Prohibition Against Fee Mortgage of Project.	31
Section 13.4.	Restrictions on Sale or Encumbrance of Project by Issuer.	31

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1.	Amendments, Changes and Modifications.	31
---------------	--	----

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1.	Notices	32
Section 15.2.	Issuer Shall Not Unreasonably Withhold Consents and Approvals	33
Section 15.3.	Net Lease	33
Section 15.4.	No Pecuniary Liability	33
Section 15.5.	Governing Law	33
Section 15.6.	Binding Effect	33
Section 15.7.	Severability	33
Section 15.8.	Execution in Counterparts	33
Section 15.9.	Electronic Storage	34
Section 15.10.	Satisfaction of Tenant's Obligations	34
Section 15.11.	Satisfaction of Tenant's Obligations	34
Section 15.12.	Complete Agreement	34

Signatures and Seals

S-1

- Exhibit A - Project Site
- Exhibit B - Project Improvements
- Exhibit C - Project Equipment
- Exhibit D - Form of Requisition Certificate

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of April 1, 2025 (the **“Lease”**), between the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city duly organized and validly existing under the laws of the State of Missouri (the **“Issuer”**), as lessor, and **KCI RAYMORE BUILDING 5, LLC**, a Missouri limited liability company (the **“Tenant”**), as lessee;

WITNESSETH:

WHEREAS, the Issuer 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, equip and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the Issuer deem advisable;

WHEREAS, pursuant to the Act, the governing body of the Issuer has heretofore passed an ordinance (the **“Ordinance”**) on _____, 2025, authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (KCI Raymore Building 5, LLC Project), Series 2025, in the maximum principal amount of \$43,000,000 (the **“Bonds”**), for the purpose of acquiring, constructing, installing, equipping and fixturing an approximately 555,000 square foot industrial distribution warehouse and commercial facility, including land, buildings, structures, improvements, and fixtures, as hereinafter more fully described (the **“Project”**), and authorizing the Issuer to lease the Project to the Tenant;

WHEREAS, pursuant to the Ordinance, the Issuer is authorized to enter into a Trust Indenture of even date herewith (the **“Indenture”**), with Security Bank of Kansas City (the **“Trustee”**), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Tenant under which the Issuer will acquire, purchase, construct, improve, equip and fixture the Project and will lease the Project to the Tenant in consideration of rental payments by the Tenant which will be sufficient to pay the principal of and interest on the Bonds;

WHEREAS, pursuant to the foregoing, the Issuer desires to lease the Project to the Tenant and the Tenant desires to lease the Project from the Issuer, 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 Issuer and the Tenant do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which

definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

“Additional Rent” means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

“Basic Rent” means the rental described in **Section 5.1** of this Lease.

“Environmental Reports” means that certain environmental report prepared by Advantage Environmental Consultants, LLC, dated October 16, 2023, as project number 23-109C, and the corresponding Letter of Reliance, dated February 18, 2025, in connection with the property.

“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, 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 and affecting the Project.

“Event of Default” means any Event of Default as described in **Section 12.1** of this Lease.

“Full Insurable Value” means an amount at least sufficient to avoid the effect of any coinsurance provisions of the applicable fire and casualty insurance policy.

“Indenture” means the Trust Indenture dated as of April 1, 2025, between the Issuer and the Trustee, as from time to time amended and supplemented in accordance with the provisions thereof.

“Lease” means this Lease Agreement, between the Issuer and the Tenant, as from time to time amended and supplemented in accordance with the provisions of **Article XIV** of this Lease and **Article XII** of the Indenture.

“Lease Term” means the period from the effective date of this Lease until the Lease Termination Date.

“Lease Termination Date” means December 1, 2045.

“Lender” means any financial institution or lender providing financing to Tenant and its successors or assigns secured by a Mortgage from Tenant to Lender with respect to the Project.

“Mortgage” means any mortgage, deed of trust, leasehold deed of trust or other security granted by the Tenant to secure a loan to the Tenant by the Lender, which mortgage, deed of trust, leasehold deed of trust or other security collectively constitute a lien on a portion or all of the Project.

“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 reasonable attorneys’ fees, trustee’s fees and any extraordinary expenses of the Issuer and the Trustee) incurred in the collection of such gross proceeds.

“Plans and Specifications” means the plans and specifications prepared for and showing the Project, as amended by the Tenant from time to time prior to the Completion Date, the same being duly certified by the Tenant, and on file at the principal office of the Tenant and which shall be available for reasonable inspection by the Issuer, the Trustee and their duly appointed representatives upon advanced notice to the Tenant.

“Project Equipment” means all items of machinery, equipment and parts or other personal property installed or acquired or to be acquired for installation in the Project Improvements or elsewhere on the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit C** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor made pursuant to this Lease.

“Project Improvements” means all buildings, structures, improvements and fixtures located on or to be acquired, purchased, constructed, improved or remodeled on the Project Site pursuant to **Article IV** hereof, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

“Project Site” means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

“Trustee” means Security Bank of Kansas City, a state banking corporation duly organized and validly existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, 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 the Indenture.

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 Agreement 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.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Issuer. The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a constitutional charter city duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the Issuer 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 Issuer has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers.

(b) The Issuer proposes to acquire, purchase, construct, improve, equip and fixture or cause to be acquired, purchased, constructed, improved, equipped and fixtured on the Project Site the Project Improvements, and proposes to acquire and install, or cause to be acquired and installed, the Project Equipment in the Project Improvements or on the Project Site. The Issuer proposes to lease the Project to the Tenant and sell the Project to the Tenant if the Tenant exercises its option, or is required, to purchase the Project, all for the purpose of furthering the public purposes of the Act, and the governing body of the Issuer has found and determined that the acquisition, purchase, construction, improving, equipping and fixturing of the Project will further the public purposes of the Act.

(c) To finance the costs of the Project, the Issuer 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.

(d) 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 Issuer 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.

(e) The Issuer will not mortgage the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except for the Deed of Trust or with the written consent of the Authorized Tenant Representative and Lender.

(f) The Issuer shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof and except as may be necessary or desirable subsequent to an Event of Default.

(g) The acquisition, purchase, construction, improvement, equipping and fixturing of the Project and the leasing of the Project by the Issuer to the Tenant will further the public purposes of the Act.

(h) No member of the governing body of the Issuer or any other officer of the Issuer has any significant or conflicting interest, financial, employment or otherwise, in the Tenant or in the transactions contemplated hereby.

Section 2.2. Representations by the Tenant. The Tenant makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri, and authorized to do business in the State of Missouri.

(b) The Tenant has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper corporate action of its members, the Tenant has been duly authorized to execute and deliver this Lease.

(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 Tenant will not conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Tenant is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Tenant or any of its property of any court or governmental body, or constitute a material 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 Tenant under the terms of any instrument or agreement to which the Tenant is a party.

(d) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws, and to the best of its knowledge, without independent investigation, the Project will comply with all other applicable laws, rules and regulations.

(e) To the best of Tenant's knowledge, 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 Issuer hereby exclusively rents, leases and lets the Project to the Tenant, subject to Permitted Encumbrances, and the Tenant hereby rents, leases and hires the Project from the Issuer, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained. The Issuer and the Tenant agree and acknowledge that title to the Project is or will be subject to the lien granted to the Lender by the Tenant prior to or following the Tenant's conveyance of the Project Site to the Issuer in connection with the Project.

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 an initial term commencing as of the date of this Lease and terminating on the Lease Termination Date.

Section 3.3. Possession and Use of the Project.

(a) The Issuer covenants and agrees that as long as neither the Issuer nor the Trustee has exercised any of the remedies set forth in **Section 12.2(c)** following the occurrence and continuance of an uncured Event of Default, the Tenant shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the Issuer'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 Issuer covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** of this Lease, to prevent the Tenant from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Tenant, cooperate with the Tenant in order that the Tenant may have quiet and peaceable possession and enjoyment of the Project and will defend the Tenant's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Tenant shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act. The Tenant 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 Tenant will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Tenant 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 Tenant 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 Tenant to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Tenant 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 Tenant may refrain from complying therewith.

ARTICLE IV

**PURCHASE, CONSTRUCTION, RENOVATION, INSTALLATION
AND EQUIPPING OF THE PROJECT**

Section 4.1. Issuance of the Bonds.

(a) In order to provide funds for the payment of the Project Costs, the Issuer agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Bonds 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 Issuer. The Trustee shall promptly

deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The Issuer may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in **Section 209** of the Indenture for the purposes described therein.

(c) If no Event of Default by Tenant exists hereunder, the Issuer will, at the request of the Tenant, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Tenant; provided that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Tenant; provided further that the Tenant and the Issuer shall have entered into an amendment to this Lease to provide for rent in an amount at least sufficient to pay principal and interest on the Additional Bonds when due and the Issuer shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

Section 4.2. Purchase, Construction, Renovation, Installation, Equipping and Fixturing of the Project . The Issuer and the Tenant agree that the Issuer will and the Tenant as the agent of the Issuer shall, but solely from the Project Fund except as otherwise provided herein, acquire, purchase, construct, improve, equip and fixture the Project as follows:

(a) Concurrently with the execution of this Lease, the Issuer will acquire the Project Site and any Project Improvements and Project Equipment located on the Project Site which the Tenant desires to convey to the Issuer. Concurrently with the execution of this Lease (1) a deed and any other necessary instruments of transfer will be delivered to the Issuer, (2) said deed and a memorandum of this Lease (the "Memorandum of Lease") will be placed of record, and (3) the title insurance policies required by **Article VII** hereof or commitments to issue such policies will be delivered to the Trustee.

(b) The Tenant will, on behalf of the Issuer, acquire, purchase, construct, improve and fixture the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications, as may be modified as set forth herein. The Tenant agrees that the aforesaid acquisition, purchase, construction, improvement and fixturing will, with such changes and additions as may be made hereunder, result in a Project suitable for use by the Tenant for its purposes, and that all real and personal property described therein is necessary in connection with the Project.

(c) The Tenant will, on behalf of the Issuer, purchase and install the Project Equipment in the Project Improvements or on the Project Site in accordance with the Plans and Specifications, as may be modified as set forth herein. The Issuer and the Tenant recognize that the Project Equipment is subject to change during the Construction Period and thereafter pursuant to the provisions of this Lease and agree that the definitive list of the Project Equipment shall be the list maintained by the Trustee pursuant to this Lease. The Tenant shall transfer title to the Project Equipment and the Project Improvements to the Issuer from time to time by bills of sale or other instruments of transfer (including requisition certificates in the form of **Exhibit D**). On or before March 1 of each year or such other date required by law for reporting personal property declarations, the Tenant shall furnish to the Issuer, Cass County, Missouri (the "County") and the Trustee a list of items (based on the Tenant's internal record keeping) comprising the Project Equipment and Project Improvements as of January 1 of such year. The improper inclusion or exclusion of any Project Equipment or Project Improvements pursuant to such list may be rectified by the Tenant within 30 days after notice of such improper inclusion or exclusion. The improper inclusion or

exclusion of an item on or from such list shall not affect the items comprising the Project Equipment or Project Improvements for the purpose of this Lease or title thereto as intended by the parties hereto. The Tenant shall provide such information to the Issuer, the County and the Trustee as may be requested by the Issuer or the Tenant in order to ensure that such list corresponds to the list of Project Equipment and Project Improvements maintained by the Trustee pursuant to **Section 10.8**. Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable the County's officials (including representatives of the Assessor's office) to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment and/or Project Improvements (and therefore is owned by the Issuer) and which personal property does not constitute Project Equipment or Project Improvements (and therefore is owned by the Tenant). The Issuer and the Tenant agree that, pursuant to **Section 4.8**, property purchased in whole or in part by the Tenant with its own funds, and not Bond proceeds, shall not constitute part of the Project Equipment or Project Improvements and shall remain the property of the Tenant and therefore subject to taxation.

(d) The Tenant agrees that it will use its reasonable efforts to cause the acquisition, purchase, construction, improvement, equipping and fixturing of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such acquisition, purchase, construction, improvement, and equipping and fixturing commences prior to the receipt of proceeds from the sale of the Bonds, the Tenant agrees to advance all funds necessary for such purpose. The Tenant may seek reimbursement from the proceeds of the Bonds for all such funds advanced.

(e) Notwithstanding anything to the contrary contained herein, the Tenant may make changes in and to the Construction Contracts and the Plans and Specifications incorporated therein without the consent of the Issuer.

Section 4.3. Project Costs . The term Project Costs shall have the meaning set forth in the Indenture. The Issuer 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 or certificates pursuant to **Section 4.4** hereof. The Tenant may not submit any requisition certificates for Project Costs incurred 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. The Issuer 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 D**, signed by an Authorized Tenant Representative:

(a) requesting payment or reimbursement of a specified amount of such funds (which amount shall not exceed the value of the property being transferred to the Issuer simultaneously with any request) and directing to whom such amount shall be paid (which may include the Tenant in the event of a reimbursement);

(b) describing each item of Project Costs for which payment is being requested, including, if applicable, for each item of Project Equipment or Project Improvement, a description of the item and, for each item of Project Equipment, a serial or other identifying number, if any, for such item;

(c) stating that each item for which payment is requested is or was desirable and appropriate in connection with the purchase, installation or equipping of the Project has been properly incurred and is a proper charge against the Project Fund, that the amount requested either has been paid by the Tenant, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of the knowledge of the Authorized Tenant Representative there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, installation or equipping 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, or setting out (i) all disputed statements and the reason for such disputes, and (ii) all statements in process but not yet presented to the Trustee for payment.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Tenant Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Indenture.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Tenant Representative stating (a) that the acquisition, purchase, construction, improvement, equipping and fixturing of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the acquisition, purchase, construction, improvement, equipping and fixturing 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 Tenant, 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 Tenant and the Issuer 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 Tenant 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 Tenant, to the purchase of Bonds, to the extent practical, pursuant to the appropriate written instructions of the Tenant, at such earlier date or dates as the Tenant 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 lien free, the Tenant 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 Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of the Issuer. The Project Site and all Project Improvements located thereon at the execution hereof and which the Tenant desires to convey to the Issuer, 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, including Project Equipment, 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 Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the Issuer, subject only to Permitted Encumbrances.

Section 4.8. Machinery and Equipment Purchased by the Tenant. Any item of machinery or equipment the entire purchase price of which is paid for by the Tenant with the Tenant's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Tenant.

Section 4.9. Environmental Matters.

(a) The Tenant acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Tenant fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the Issuer or the Trustee, thirty days after written notice to the Tenant, may elect (but shall not be required) to undertake such compliance if the Tenant has not undertaken such compliance or is otherwise not prosecuting the same to completion with reasonable diligence. Any moneys expended by the Issuer 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 rate of interest per annum on the Bonds from the date such cost is incurred. There shall be unlimited recourse to the Tenant to the extent of any liability incurred by the Issuer or the Trustee with respect to any breaches of the provisions of this section.

(b) As between the Issuer and Trustee on the one hand, and the Tenant on the other, the Tenant shall be solely responsible for and shall complete any cleanup of the Project Site if and to the extent required by any Environmental Law or federal or state regulatory authority with respect to, all "Recognized Environmental Conditions" identified in any Environmental Reports.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent . The Tenant covenants and agrees to pay to the Trustee in same day funds for the account of the Issuer during this Lease Term, on or before 11:00 a.m., Trustee's local time, on or before each December 1 (each a "Payment Date"), commencing December 1, 2025 and continuing until the principal of and interest on the Bonds shall have been fully paid, as "Basic Rent" for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of and interest on the Bonds (except as

offset pursuant to the right of the Tenant described herein). On December 1, 2045 (or such earlier date as the Tenant may elect to redeem all of the Bonds), the Tenant shall also pay an amount equal to all remaining principal due on the Bonds in connection with such maturity or redemption (subject to the right of the Tenant to surrender the Bonds in lieu of such payment). 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. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Tenant is the sole holder of the Bonds, the Tenant may set-off the then-current Basic Rent payment against the Issuer's obligation to the Tenant as Bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Tenant to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Tenant will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be cancelled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Tenant shall receive a credit against the Basic Rent payable by the Tenant in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent . The Tenant shall pay as Additional Rent, within thirty (30) days after receiving an itemized invoice therefor, the following amounts:

(a) all reasonable fees, agreed upon charges and expenses, including, without limitation, agent and counsel fees and expenses, of the Trustee and the Paying Agent 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 fees, costs, charges and expenses reasonably incurred in connection with the enforcement of any rights against the Tenant or the Project under this Lease, the Performance Agreement or the Indenture by the Issuer, the Trustee or the Bondowners, except for such expenses as may be incurred solely as a result of the negligence or wrongful misconduct of the Issuer, the Trustee or both;

(d) an amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer hereunder and in connection with the performance of its obligations under this Lease or the Indenture and agreed upon by Tenant; and

(e) all other payments of whatever nature which the Tenant has agreed to pay or assume under the provisions of this Lease, the Indenture, the Performance Agreement or any other document entered into in connection with the Bonds.

Section 5.3. Obligations of Tenant Absolute and Unconditional.

(a) The obligations of the Tenant 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 (except as expressly provided herein), 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 shall have been started or completed, or whether the Issuer's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any failure of consideration or frustration of commercial purpose, legal curtailment of the Tenant's use thereof, the eviction or constructive eviction of the Tenant, 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 Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer, and regardless of the invalidity of any portion of this Lease.

(b) Nothing in this Lease shall be construed to release the Issuer from the performance of any agreement on its part herein contained or as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease that the Tenant 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 Bondowners. The Tenant may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Tenant deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Tenant and to take all action necessary to effect the substitution of the Tenant for the Issuer in any such action or proceeding if the Tenant shall so request.

Section 5.4. Prepayment of Basic Rent . The Tenant may at any time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301** of the Indenture relating to the partial redemption of the Bonds), provided such prepayment shall not be effective until notice thereof shall have been delivered to the Trustee (whether such prepayment is deemed to be paid, paid by set-off, or paid through a transfer of funds). 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 Tenant shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Section 5.5. Redemption of Bonds . The Issuer and the Trustee, at the written direction of the Tenant, at any time the aggregate moneys in the Bond Fund are sufficient for such purposes, shall (a) if the same are then redeemable under the provision of **Article III** of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or such part of the then Outstanding Bonds as may be specified by the Tenant, on such redemption date as may be specified by the Tenant or (b) cause such moneys in the Bond Fund or such part thereof as the Tenant shall direct, to be applied by the Trustee, to the extent practical, pursuant to the appropriate written instructions of the Tenant, for the purchase of Bonds in the open market for the purpose of cancellation at

prices not exceeding the principal amount thereof, or (c) a combination of (a) and (b) as provided in such direction.

Section 5.6. Payments In Lieu of Taxes. The Tenant covenants and agrees to make payment of PILOTS to the Issuer upon issuance of the Bonds and on or before each December 1 thereafter, in the following amounts and in the years as set forth below:

Year	PILOT*
During construction	Equal to taxes that would otherwise be due for the Project Site.
1-5	\$0.03 per square foot of building area
6-8	\$0.06 per square foot of building area
9-10	\$0.08 per square foot of building area
11-12	\$0.11 per square foot of building area
13-15	\$0.46 per square foot of building area
16-20	\$0.71 per square foot of building area

*The “building area” shall be determined by calculating the total square footage of vertical building space constructed upon the Project Site, whether or not such space is leasable or leased, and is measured based upon the perimeter of the building constructed and will not include areas of multiple floors, if any, within the building.

The payment of the PILOTS payments as required hereunder shall satisfy the obligation to make such payments under the Performance Agreement.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Tenant 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.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Tenant 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 the Project, or any part thereof or interest therein (including the leasehold estate of the Tenant therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Tenant, or Basic Rent and other amounts payable under this Lease, 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 materially impair the security of

the Bonds or materially encumber the Issuer'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 Tenant shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Tenant shall have the right, in its own name or in the Issuer's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Tenant is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Tenant, before instituting any such contest, gives the Issuer and the Trustee written notice of its intention so to do, (2) the Tenant 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 Tenant 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 Issuer agrees to cooperate fully with the Tenant in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Tenant shall hold the Issuer and the Trustee whole and harmless from any costs and expenses the Issuer may incur related to any of the above. Tenant shall receive a credit under the Performance Agreement to the extent of any taxes so paid or reimbursed by the Tenant. Nothing in this Lease shall be construed to require the Tenant to make duplicate tax payments.

Section 6.3. Utilities . All utilities and utility services used by the Tenant in, on or about the Project shall be paid for by the Tenant and shall be contracted by the Tenant in the Tenant's own name, and the Tenant 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 Issuer and the Tenant expect and intend that while the Project is owned by the Issuer and is subject to this Lease, the Project will be exempt from all ad valorem real and personal property taxes by reason of such ownership, and the Issuer agrees that it will (at the expense of the Tenant) cooperate with the Tenant to defend such exemption against all parties. The Issuer and the Tenant further acknowledge and agree that the Issuer's obligations hereunder are contingent upon the Tenant making the payments due under and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Title Insurance. The Tenant will provide to the Issuer and the Trustee, at its expense, a copy of the owner's title insurance policy purchased by Tenant upon its acquisition of the Project Site or other reasonable evidence, such as a current title report, of the current ownership of the Project Site. The Tenant shall not be required to purchase a title insurance policy with respect to the interests of the Issuer or the Trustee in the Project Site.

Section 7.2. Casualty Insurance .

(a) Subject to the right of the Tenant to increase the deductibles described herein and to provide for self-insurance as provided in subparagraph (c) of this Section, the Tenant shall at all times during the Construction Period in which vertical improvements exist maintain at its sole cost and expense, or cause the contractors under the Construction Contracts to maintain, in full force and effect a policy or policies of Builder's Risk-Completed Value Form Insurance special causes of loss form policy then in use in the State of Missouri to the Full Insurable Value of the Project (subject to reasonable loss deductible clauses not to exceed 5% of the total building value or such other amount reasonably approved by the Issuer).

Subject to the rights of the Tenant provided in subparagraph (c) of this Section, prior to or simultaneously with the expiration of said Builder's Risk Insurance, the Tenant shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, 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 clauses not to exceed 5% of the total building value or such other amount reasonably approved by the Issuer). The initial determination of Full Insurable Value shall be made at the Completion Date, and thereafter, the Full Insurable Value of the Project shall be provided once in every three years and from time to time at the written request of the Issuer (but not more frequently than once in every three years) by the certificate of an Authorized Tenant Representative or the chief financial officer of the Tenant. The insurance required pursuant to this Section shall be maintained at the Tenant's sole cost and expense, shall be maintained with an insurance company or companies authorized to do business in the State of Missouri and rated not less than AM Best A- VII as may be selected by the Tenant. Certificates of insurance providing for the type and amount of insurance obtained required under this Section shall be delivered by the Tenant to the Trustee and copies of the insurance policies will be provided by Tenant to the Issuer and the Trustee upon request. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Issuer, the Tenant and the Trustee as insureds as their respective interests may appear, subject to the rights of Lender pursuant to the Mortgage and the other documents executed in favor of the Lender, and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee (provided such endorsement is then generally available in the commercial insurance market), and shall be payable to the Trustee (to the extent not payable to the Lender).

(b) Subject to the provisions of the documents of the Lender (if any) evidencing and securing the loan to the Tenant which shall otherwise control, in the event of loss or damage to the Project, the Net Proceeds of casualty insurance carried pursuant to this Section shall be paid over to the Trustee and 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.

(c) In lieu of obtaining all or any part of the insurance required by subparagraph (a) and/or Section 7.3 hereof, the Tenant may elect to be self-insured for all or any part of such requirements (which right to self-insure shall include the right of the Tenant to increase the deductibles on such policies to an amount not to exceed 5% of the total building value) provided the Tenant complies with each of the following: (i) the Tenant notifies the Issuer and the Trustee in writing that it has elected to increase one or more of the deductibles on such policies or to provide such coverages through a self-insurance program,

(ii) if the self-insurance program is maintained by a legal entity other than the Tenant, the Tenant notifies the Issuer and the Trustee in writing of an address to which the Issuer and the Trustee may submit claims under such self-insurance program, and (iii) the Tenant, or the Tenant 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 7.3. Commercial General Liability Insurance .

(a) Subject to the right of the Tenant to increase the deductibles described herein and to provide for blanket insurance policies as provided in **Section 7.4** of this Lease, the Tenant shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (and if applicable, coverage for the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the Issuer and the Trustee shall be named as additional insureds, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended for bodily injury (including death) in any one occurrence (subject to reasonable loss deductible clauses not to exceed \$1,000,000)), and not less than \$1,000,000 for property damage in any one occurrence (subject to reasonable loss deductible clauses not to exceed \$1,000,000). Coverages may be met through a combination of primary and umbrella/excess policies. The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee (provided such endorsement is then generally available in the commercial insurance market). Such policies or copies or certificates thereof shall be furnished to the Trustee and the Issuer upon request, and certificates of insurance for such policies shall be furnished to the Trustee.

(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. Blanket Insurance Policies. The Tenant 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.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements of the Project . The Tenant 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 Tenant from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Tenant pursuant to the authority of this Section shall (a) be made in workmanlike manner and in material compliance 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 in the Project by the Tenant not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs,

renewals or replacements of Project Equipment under **Section 8.2** hereof shall remain the property of the Tenant and may be removed by the Tenant.

Section 8.2. Removal of Project Equipment . The Tenant shall have the right, provided the Tenant is not in default (beyond any applicable notice and cure period) in the payment of Basic Rent or Additional Rent hereunder, to remove from the Project and (on behalf of the Issuer) sell, exchange or otherwise dispose of, without responsibility or accountability to the Issuer or the Trustee with respect thereto, any items of machinery and equipment which constitute a part of the Project Equipment and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Tenant, are otherwise no longer useful to the Tenant in its operations conducted on or in the Project; provided that, if the aggregate value of Project Equipment sold, exchanged or disposed of in any fiscal year (on a non-cumulative basis) exceeds \$100,000, then with respect to the proposed removal in such fiscal year of such items of Project Equipment that originally cost \$25,000 or more, the Tenant shall either:

(a) Prior to any such removal, deliver to the Issuer, the Lender and the Trustee a certificate signed by the Tenant (1) containing a description of any machinery or equipment constituting a part of the Project Equipment which it proposes to remove from the Project, (2) stating the reason for such removal, and (3) setting forth the estimated market value of such machinery or equipment; and pay the estimated value of such machinery or equipment as set forth in said certificate to the Trustee for deposit in the Bond Fund or obtain a written waiver from the Owners of all of the Bonds of the requirement that the estimated value be deposited into the Bond Fund; or

(b) Promptly replace any such Project Equipment so removed with machinery and equipment of the same or a different kind but with a value equal to or greater than the fair market value of the Project Equipment so removed, and such machinery and equipment shall be deemed a part of the Project Equipment; within 30 days after any such replacement, deliver to the Trustee a certificate signed by the Tenant (1) setting forth a complete description, including make, model and serial numbers, if any, of the machinery and equipment which the Tenant has acquired to replace the Project Equipment so removed by the Tenant, (2) stating the cost thereof, and (3) stating that the machinery and equipment described in said certificate are fully paid for and have been installed on the Project.

The Trustee shall amend the list of Project Equipment maintained by it pursuant to **Section 10.8** hereof upon receipt of such certificate. Upon request, the Issuer will execute and deliver a bill of sale that transfers full and complete title to the Tenant of such portion of the Project Equipment removed. Notwithstanding anything to the contrary contained herein, title to any item of the Project Equipment so removed from the Project Site for purposes of sale, exchange, replacement or disposal shall automatically vest in the Tenant without further instrument or action, and such vesting of title shall be self-operative effective upon removal. All machinery and equipment that replaces Project Equipment removed from the Project by the Tenant pursuant to paragraph (b) of this Section shall become and be deemed a part of the Project.

In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Tenant's rights under this Section to remove from the Project machinery and equipment constituting a part of the Project Equipment

is intended only to permit the Tenant to maintain an efficient operation by the removal of machinery and equipment which is no longer suitable to the Tenant's use of the Project for any of the reasons set forth in this Section, and such right is not to be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Tenant to make a wholesale removal of the Project Equipment.

Section 8.3. Additional Improvements on the Project Site. The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements other than the Project Improvements as the Tenant 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 Tenant pursuant to the authority of this Section shall, during the life of this Lease, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time. The Tenant 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, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove in a good and workmanlike manner, or repair, replace or restore any of said additional buildings and improvements as may from time to time be permanently damaged by fire or other casualty. The Tenant shall pay all *ad valorem* taxes and assessments due and owing with respect to such additional buildings and improvements which remain the property of the Tenant. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes based upon Issuer ownership of the Project, the Tenant shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due as reflected in a written statement from the County Assessor and/or Issuer, subject to the rights of the Tenant to contest the same in accordance with applicable laws.

Section 8.4. Permits and Authorizations . The Tenant 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 and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.5. Mechanics' Liens .

(a) Neither the Issuer nor the Tenant shall do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or other similar lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Tenant shall discharge the same of record within 90 days after the date of filing, unless otherwise contested in accordance with **Section 8.4(b)** hereof. Notice is hereby given that the Issuer shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant 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 Issuer in and to the Project or any part thereof. Notwithstanding the foregoing, Tenant shall not be liable for any labor or

materials furnished to the Issuer or anyone claiming by, through or under the Issuer and Issuer shall be responsible for ensuring 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 Tenant in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, and subject to the terms of the Mortgage or other documents executed by the Tenant in favor and for the benefit of the Lender, the Tenant may contest any such mechanics' or other similar lien if within said 90-day period stated above it notifies the Issuer and the Trustee in writing of its intention so to do, and provided the Tenant diligently prosecutes such contest, 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, and pays or otherwise satisfies any final judgment enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof. The Tenant shall hold the Issuer, the Lender and the Trustee whole and harmless from any loss, costs or expenses the Issuer may incur related to any such contest. The Issuer shall cooperate fully with the Tenant in any such contest.

Section 8.6. Option to Purchase Unimproved Portions of the Project Site. The Issuer hereby grants to the Tenant the right at any time and from time to time to purchase any unimproved portion or portions of the Project Site. For the purposes of this Section "unimproved" shall mean real property upon which no improvements are located, excluding improvements relating to streets, sidewalks, bridges, stormwater, grading, utility or other similar improvements. As conditions to such purchase the Issuer, the Lender and the Trustee shall receive from the Tenant at least 30 days prior to the proposed date for completing the purchase the following (1) a written certificate from the Tenant to the effect (i) that the Tenant desires to purchase an unimproved portion of the Project Site, (ii) the proposed date for completing the purchase, and (iii) that no Event of Default by Tenant exists under the provisions of this Lease or the Indenture, (2) providing the Issuer and the Trustee with an adequate legal description of that portion (together with the interest in such portion) of the property to be purchased and a copy of a title commitment with respect to such property, (3) a certificate of an independent engineer or surveyor, dated not more than 30 days prior to the date of the request stating that, in the opinion of the person signing such certificate, (i) the unimproved portion of the Project Site is unimproved within the definition contained in this Section (ii) the unimproved portion of the Project Site so proposed to be purchased is not needed for the operation of the Project, and (iii) the proposed purchase will not impair the usefulness of the Project for its intended purposes and will not destroy the means of ingress thereto and egress therefrom, and (4) the written consent of the Owners of all of the Bonds.

The purchase price for such unimproved portion of the Project Site shall be determined by the Owners of all of the Bonds and shall be received in writing by the Issuer and the Trustee at least 10 days prior to the proposed date for completing the purchase. Such purchase price shall be paid to the Trustee at the time the Issuer executes and delivers a Special Warranty Deed conveying the property which is to be purchased to the Tenant. The Trustee shall deposit such amount (if any) into the Bond Fund. If such amount is more than \$1,000, such amount shall be used by the Trustee to redeem Bonds in accordance with **Section 302** of the Indenture. If such amount is \$1,000 or less the Trustee shall apply such amount to the next interest payment on the Bonds.

Upon the Issuer's receipt of written notice from the Trustee that the Trustee has received all of the items required by this Section, any duly authorized officers of the Issuer shall execute a Special Warranty Deed conveying such property to the Tenant and shall deliver such deed to the Tenant. Such Special

Warranty Deed shall be subject to the following: (1) those liens and encumbrances, if any, to which title to that portion of the Project Site was subject when conveyed to the Issuer; (2) those liens and encumbrances created by the Tenant or to the creation or suffering of which the Tenant consented; (3) those liens and encumbrances resulting from the failure of the Tenant to perform or observe any of the agreement on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease; and (5) if the unimproved portion of the Project Site or any part thereof is being condemned, the rights and title of any condemning authority.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction .

(a) If the Project shall be damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Tenant, as promptly as practicable, shall either repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding such Project shall be of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction or, at the Tenant's option, shall 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 (i) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements and/or Project Equipment immediately prior to the occurrence of such damage or destruction and (ii) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Tenant shall elect 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 and any reference to the words "Project Equipment" shall be deemed to include any such new machinery, equipment and fixtures which are either attached to or are used in connection with the operation or maintenance of such new buildings and improvements and all additions or replacements thereof.

The Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project, shall be disbursed in accordance with the Mortgage. If there is no Mortgage or the Lender thereunder does not require receipt of the Net Proceeds and the Net Proceeds are less than \$1,000,000, the Net Proceeds shall be paid to the Tenant. If the Net Proceeds equal or exceed \$1,000,000, the Net Proceeds shall be paid to the Trustee and shall be applied in the following manner:

(i) there shall be paid to the Tenant from the Net Proceeds such part thereof as shall equal the cost to the Tenant of making such temporary repairs or doing such other work, as, in the Tenant's reasonable opinion, may be necessary in order to protect the Project pending adjustment of the insurance loss or the making of permanent repairs, restoration, replacement or rebuilding;

(ii) there shall be paid to the Tenant from the Net Proceeds such part thereof as shall equal the cost to the Tenant of repairing, restoring, replacing or rebuilding the Project or any part thereof;

(iii) payment to the Tenant pursuant to subdivisions (i) or (ii) of this subsection (a) from such Net Proceeds shall be made to the Tenant from time to time as the work progresses, in amounts equal to the cost of labor and material incorporated into and used in such work, the buildings', architects' and engineers' fees, and other charges in connection with such work, upon delivery to the Trustee of a certificate of the Tenant's architect or general contractor, as the case may be, in charge of such work, certifying: (1) that the amounts so to be paid to the Tenant are payable to the Tenant in accordance with the provisions of this Article and that such amounts are then due and payable by the Tenant or have theretofore been paid by the Tenant; (2) the progress of the work; (3) that the work has been done in accordance with the plans and specifications therefor and all insurance requirements of **Article VII** hereof; (4) that the sum requested when added to all sums previously paid out under this Article for the work does not exceed the value of the work done to the date of such certificate; (5) the estimated cost of completing the work, in reasonable detail; and (6) that the remaining Net Proceeds are sufficient to pay the estimated cost of completing the work (the Trustee may rely conclusively upon each such certificate and shall not be required to make any inquiry or investigation with respect thereto);

(iv) the Tenant shall furnish to the Trustee at the time of any such payment, an official search, or other evidence reasonably satisfactory to the Trustee, that there has not been filed with respect to the Project Site or the Project Improvements any mechanic's or other lien which has not been discharged of record, in respect of any work, labor, services or materials performed, furnished or supplied, in connection with the work and that all of said materials have been purchased free and clear of all security interest or other encumbrances. The Trustee shall not pay out any such sum when the Project Site or the Project Improvements shall be encumbered with any such security interest or encumbrance. Upon the termination of this Lease and the payment in full of the Bonds or any monies then held by the Trustee shall be paid over to the Tenant.

(b) The insurance monies, if any, paid to the Tenant as provided under this Article, on account of any loss or destruction to the Project, shall be held by it in trust and applied only for the purposes of repairing, reconstructing or restoring the Project or constructing new buildings and improvements and installing new machinery, equipment and fixtures thereto.

(c) If any of the insurance monies paid by the insurance company to the Trustee or the Tenant as hereinabove provided, shall 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 the Lender under the terms of the Mortgage and the other documents executed in favor of the Lender, except as otherwise provided by law. If the Net Proceeds shall be insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Tenant shall pay the deficiency.

(d) 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 except that the payment of all Basic Rent required hereunder to be paid by the Tenant shall be abated until such time as the Project is restored.

(e) The Issuer and the Tenant 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.

(f) The Tenant agrees to give prompt notice to the Issuer and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project.

(g) If the Tenant shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, or if the Tenant does not have the right under the Mortgage and the other documents executed in favor of the Lender, then any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall 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 the mortgagee (including the Lender) under any Mortgage. The Tenant agrees to be reasonable in exercising its judgment pursuant to this subsection (g).

(h) The Tenant 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 Issuer, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Tenant under this Lease or of any other obligations of the Tenant under this Lease except as expressly provided in this Section.

(i) Notwithstanding the foregoing, the provisions of the Mortgage or any other document for the benefit of Lender (if any) shall control the application of Net Proceeds of casualty insurance in the event of loss or damage to the Project.

Section 9.2. Condemnation .

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project shall be 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 Tenant 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 Issuer, the Trustee and the mortgagee (including the Lender) under any Mortgage 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 Tenant shall determine that such substitution is practicable and desirable, the Tenant 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 prior to the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Tenant's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Tenant 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 Issuer subject to

no liens, security interests or encumbrances prior to the lien and/or security interest afforded by the Indenture other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Tenant shall determine that it is not practicable or desirable to acquire or construct substitute improvements, or if the Tenant does not have the right under the Mortgage and the other documents executed in favor of the Lender to use any Net Proceeds of condemnation awards received by the Tenant, then any Net Proceeds of condemnation awards received by the Tenant shall 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, all subject to the rights of the mortgagee (including the Lender) under any Mortgage, provided that if the Tenant 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 up to an amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the mortgagee (including the Lender) under any Mortgage.

(d) The Tenant 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 Issuer, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Tenant under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Tenant 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 Tenant to litigate in any such proceeding in the name and on behalf of the Issuer. In no event will the Issuer 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 Tenant and Lender (if any).

(f) Notwithstanding the foregoing, the provisions of the Mortgage or any other document for the benefit of the Lender (if any) shall control the application of Net Proceeds of condemnation awards received in connection with the Project.

Section 9.3. Bondowner Approval . Notwithstanding anything to the contrary contained in this **Article IX**, subject to the rights of the mortgagee under the Mortgage, 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 Issuer 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 Issuer and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the County and the Trustee) incurred in the collection of such gross proceeds and the rights of the Issuer to any amounts then due and payable under the Performance Agreement. 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 Issuer; Exculpation and Indemnification . The Issuer makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Tenant's purposes or needs. The Tenant releases the Issuer from, agrees that the Issuer shall not be liable for and agrees to hold the Issuer 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 use thereof; unless such loss is the result of the Issuer's gross negligence or willful misconduct.

Section 10.2. Surrender of Possession. Upon accrual of the Issuer's right of re-entry because of the Tenant's uncured default (beyond any applicable notice and cure period) hereunder or upon the cancellation or termination of this Lease for any reason other than the Tenant's purchase of the Project pursuant to **Article XI** hereof, the Tenant shall peacefully surrender possession of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right within 90 days (or such later date as the Issuer may agree to) after the termination of this Lease to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Tenant 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 Tenant, and the Tenant shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment in connection with such removal by Tenant. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Tenant and which are not so removed from the Project prior to the expiration of said period shall be the separate and absolute property of the Issuer.

Section 10.3. Issuer's Right of Access to the Project . In addition to the inspection rights of the Issuer pursuant to the Performance Agreement, the Tenant agrees that the Issuer and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 48 hours' prior written notice and the Tenant's usual safety and security requirements, to enter upon the Project Site after delivering written notice to the Tenant (a) as may be reasonably necessary to cause to be completed the acquisition, purchase, construction, improving, equipping or fixturing provided for in **Section 4.2** hereof, (b) to perform such work in and about the Project made necessary by reason of the Tenant's uncured default (beyond any applicable notice and cure period) under any of the provisions of this Lease, and (c) following an uncured Event of Default, to exhibit the Project to prospective purchasers, lessees or trustees, provided in all instances Issuer shall not interfere with the operations on or occupants of the Project. The Tenant shall have the right to have representatives present during any such examination or inspection, including legal counsel.

Section 10.4. Granting of Easements; Mortgages

(a) If no uncured Event of Default under this Lease shall have happened and be continuing, the Tenant may at any time or times (1) grant 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, licensee, etc., (2) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and

conditions as the Tenant shall determine, or (3) incur Permitted Encumbrances. The Tenant may take such actions and may execute any applicable documents in the Tenant's own name. No separate signature of or authorization from the Issuer shall be required for the execution and delivery of any such document, although the Issuer agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Tenant chooses to make such a request. All third parties entering into agreements with the Tenant 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 Issuer, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the Issuer to the Tenant has been terminated by the Issuer because of an uncured Event of Default hereunder. The Issuer 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 or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer and the Trustee of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by an Authorized Tenant Representative requesting such instrument, and (iii) a certificate executed by an Authorized Tenant Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Tenant, will not impair the effective use or interfere with the efficient and economical operation of the Project, and will not materially adversely affect the security intended to be given by or under the Indenture, the Lease or the Deed of Trust; provided that, the Issuer shall not be required to sign any document imposing additional obligations on the Issuer or requiring representations to be made by the Issuer. If no Event of Default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Lease or during the continuation of an uncured Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer and the Trustee.

(b) The Issuer acknowledges and consents to the interests that the Tenant may grant pursuant to the Mortgage and the other documents executed in favor of the Lender related to this Lease. The right of Lender to foreclose upon the lien of the Mortgage and the other documents executed in favor of the Lender, or accept a deed in lieu of foreclosure from the Tenant, shall not require the consent of the Issuer.

(c) Notwithstanding anything contained to the contrary in this Lease, (a) the Tenant shall have the right to assign this Lease and any subleases to the Lender or to the designee or nominee of Lender, without the consent of the Issuer, and (b) if the Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, the Lender or its designee or nominee shall have the further right to assign this Lease and any subleases and any purchase money mortgage accepted in connection therewith, subject to the terms of the Performance Agreement and this Lease Agreement. In accordance with applicable law and the terms of the Mortgage, as applicable, the Lender may accept an assignment of the Project in lieu of foreclosure and may appoint a receiver for the Project, all without obtaining the prior written consent of the Issuer but subject to the provisions of this Article.

(d) During the term of any existing or hereafter existing Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the Issuer and the Tenant, without the prior written consent of Lender;

(ii) 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 Lender;

(iii) the Issuer shall serve upon Lender a copy of each notice of default and each notice of termination given to the Tenant under this Lease, at the same time as such notice is served upon the Tenant. No such notice to the Tenant shall be effective unless a copy thereof is thus served upon Lender;

(iv) Lender shall have the same period of time after the service of such notice upon it within which the Tenant may remedy or cause to be remedied the default which is the basis of the notice plus twenty (20) days; and the Issuer shall accept performance by Lender as timely performance by the Tenant;

(v) Lender shall not be required to continue possession or continue foreclosure proceedings under paragraph (vii) of this subsection if the particular default has been cured;

(vi) the Issuer may exercise any of its rights or remedies with respect to any other default by the Tenant occurring during the period of such forbearance provided under said paragraph (vii), subject to the rights of the Lender under this Section as to such other defaults. Without limiting the generality of the foregoing, the Lender may (1) foreclose upon the lien of the Mortgage and the other documents executed in favor of the Lender, or (2) cause the sale of the fee simple or leasehold interest of the Tenant to be sold, pursuant to a foreclosure sale conducted or (3) to accept assignment of this Lease in lieu of foreclosure and to appoint a receiver for the Project; provided, however, that any transfer or assignment by the Lender shall comply with the terms of the Performance Agreement and this Lease Agreement;

(vii) in case of default by the Tenant under this Lease, other than a default in the payment of money, the Issuer shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to Lender a reasonable time within which either to obtain possession of the Project and to remedy such default in the case of a default which is susceptible of being cured when Lender has obtained possession of the Project, or to institute and with reasonable diligence to complete foreclosure proceedings or otherwise acquire the Tenant's leasehold estate under this Lease in the case of a default which is not susceptible of being remedied by Lender, provided that the Lender shall deliver to the Issuer within thirty (30) days after the expiration of the grace period applicable to the particular default, an instrument unconditionally agreeing to remedy such default other than a default not susceptible of being remedied by Lender. The Issuer's right to terminate this Lease by reason of a default which is not susceptible of being remedied by Lender shall end with respect to such default when the Lender obtains possession of the Project as aforesaid, which possession shall be deemed to include possession by a receiver;

(viii) if this Lease shall terminate prior to the expiration of the Lease Term as the result of an uncured Event of Default (and not due to Tenant's right to purchase the Project pursuant to Section 11.1 of this Lease), the Issuer shall enter into a new lease for the Project with Lender or its designee or nominee, for the remainder of the 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 Tenant and/or anyone claiming under the Tenant, the new lease or transfer shall comply with the terms of the Performance Agreement and this Lease Agreement, and the Issuer, 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 Issuer under the Lease on behalf of the Tenant, on condition that:

(A) 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, Lender shall cure all defaults of the Tenant under the Lease (susceptible of being cured by 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 Issuer on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the Issuer 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; and

(ix) if Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of the Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and the Lender or its designee or nominee shall have assigned this Lease, Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

(e) In connection with the execution of one or more documents for the benefit of Lender related to financing or refinancing the Project, upon the request of the Tenant, the Issuer agrees to execute such documents as shall be reasonably requested by Lender and which are usual and customary in connection with the closing of the financing or refinancing pursuant to such documents so long as such documents do not impact any of the rights of the Issuer. The Tenant agrees to reimburse the Issuer for any and all costs and expenses incurred by the Issuer pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

Section 10.5. Indemnification of Issuer, Lender and Trustee. The Tenant shall indemnify and save the Issuer, the Lender and the Trustee harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the Lease Term, and against and from all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) arising during the Lease Term from (a) any condition of the Project caused by the Tenant, (b) any breach or default on the part of the Tenant in the performance of any of its obligations under this Lease or the Performance Agreement, (c) any contract entered into by the Tenant in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, (d) any act of negligence of the Tenant or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any assignee or sublessee of the Tenant, and (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project; provided, however,

the indemnification contained in this **Section 10.5** shall not extend to the Issuer, the Lender or the Trustee if (i) such claim is the result of work performed, or being performed, at the Project by employees of the Issuer, or (ii) such claim is the result of the Issuer's, Lender's or the Trustee's negligence or willful misconduct. The Tenant shall indemnify and save the Issuer, the Lender and the Trustee harmless from and against all costs and expenses, including, without limitation, reasonable attorney's fees and expenses, (except those which have arisen from the willful misconduct or negligence of the Issuer, the Lender or the Trustee) incurred in or in connection with any action or proceeding brought in connection with claims arising from circumstances described in clauses (a) through (e), and upon notice from the Issuer, the Lender or the Trustee, the Tenant shall defend them or either of them in any such action or proceeding.

The Tenant agrees to indemnify and reimburse the Issuer, the Lender and the Trustee, and their respective members, directors, officers, and employees (the "Indemnified Parties") for any liability, loss, damage, expense or cost, including, without limitation, reasonable attorney's fees and expenses, arising out of or incurred by them which is the result of any liability, loss, damage, expense or cost sustained as a result of any failure by Tenant to comply with any Environmental Laws or of there being located in, on or about the Project Site or the Project any hazardous, dangerous, or toxic pollutants, wastes or chemicals, together with reasonable attorney's fees and expenses incurred in connection with the defense of any action against the Issuer or the Trustee arising out of the above; provided, however, the indemnification contained in this **Section 10.5** shall not extend to any Indemnified Party if such claim is the result of an Indemnified Party's negligence or willful misconduct. Other than as identified in any Environmental Reports provided to the Issuer, the Tenant represents and warrants to the Issuer, the Lender and the Trustee that, to the Tenant's actual knowledge, the Project Site and the Project and their respective prior and existing uses have at all times complied with and will comply with all Environmental Laws.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The Issuer 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 Tenant, and the Issuer will fully cooperate with the Tenant in any effort by the Tenant to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Tenant to Maintain its Corporate Existence . The Tenant agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, Tenant will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Tenant may, without violating the agreement contained in this Section, consolidate with or merge into another domestic entity (i.e., an entity incorporated or organized and existing under the laws of one of the states of the United States) or permit one or more other domestic entities to consolidate with or merge into it, or may sell or otherwise transfer to another domestic entity all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee entity expressly assumes in writing all the obligations of the Tenant contained in this Lease; and, further provided, that the surviving, resulting or transferee entity, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Tenant immediately prior to said consolidation, merger or transfer, has the financial capability to fulfill the obligation of the Tenant under this Lease Agreement and possesses the management experience to operate the Project. 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 Tenant and all of its subsidiaries. In any such consolidation, merger or transfer the Tenant 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 Issuer and the Tenant 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 Issuer and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee shall file, at the expense of the Tenant, all instruments the Owner of the Bonds shall deem necessary to be filed and the Trustee shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The Issuer and the Tenant 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. The Trustee shall, at the expense of the Tenant, maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.4** and **Section 8.2** hereof.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project . The Tenant shall have, and is hereby granted, the option to purchase the Project at any time, prior to the expiration of the Lease Term 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 Tenant shall give written notice to the Issuer, the Lender and the Trustee, if any, of the Bonds as shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 30 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 Tenant shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, subsequent to the occurrence of an uncured Event of Default, if the Issuer or the Trustee provides notice of its intent to exercise its remedies hereunder (a "**Remedies Notice**"), the Tenant 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 Tenant; provided said notice of intent to exercise remedies hereunder has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Tenant may rescind such exercise by providing written notice to the Issuer and the Trustee on or prior to the 29th day. The purchase price payable by the Tenant in the event of its exercise or deemed 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 and the Paying Agent's agreed to and reasonable fees 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.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Tenant may deliver to the Trustee for cancellation Bonds not previously paid, and the Tenant shall receive a credit against the purchase price payable by the Tenant 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 Issuer will upon receipt of the purchase price deliver to the Tenant 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 or the Lease and appropriate termination of financing statements.

(b) A deed conveying to the Tenant legal title to the Project, as it then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the Issuer; (2) those liens and encumbrances created by the Tenant or to the creation or suffering of which the Tenant consented; (3) those liens and encumbrances resulting from the failure of the Tenant to perform or observe any of the agreement on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease, as applicable; and (5) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

(c) A bill of sale conveying to the Tenant legal title to all personal property located at the Project that is part of the Project Equipment.

Section 11.3. Relative Position of Option and Indenture . The options and obligation to purchase the Project granted to the Tenant in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Tenant 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.

Section 11.4. Obligation to Purchase the Project. The Tenant hereby agrees to purchase, and the Issuer hereby agrees to sell, the Project for the Purchase Price at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof and all other fees, charges and expenses having been made in accordance with the provisions of the Indenture, this Lease and all other documents entered into with respect to the Bonds; provided, however, that the Tenant may deliver to the Trustee for cancellation Bonds not previously paid, and the Tenant shall receive a credit against the purchase price payable by the Tenant in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon, if any. If Tenant has not sooner elected to exercise the option to purchase pursuant to this **Article XI**, Tenant shall be automatically deemed to have exercised such option on the day before the expiration date of this Lease, unless Tenant shall have rescinded such election by written notice given to Issuer or Trustee on or before such day. If the Tenant fails to complete the purchase of the Project by the Lease Termination Date, the Issuer is specifically

authorized to convey the Project back to the Tenant and may unilaterally terminate this Lease by an instrument signed by the Issuer alone.

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, or the payment of PILOTS, for a period of 5 days following written notice to the Tenant by the Issuer or the Trustee or default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Tenant and the Lender by the Issuer or the Trustee; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Tenant’s part to be observed or performed, and such default shall continue for 60 days after the Issuer or the Trustee has given the Tenant and the Lender written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Tenant or the Lender, as applicable, has commenced such cure within said 60-day period, and (2) the Tenant or the Lender, as applicable, diligently prosecutes such cure to completion); or

(c) The Tenant shall: (1) admit in writing its inability to pay its debts as they become due; or (2) file 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 file a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consent to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or shall fail to have the appointment of any trustee, receiver or liquidator made without the Tenant’s consent or acquiescence, vacated or set aside; or (5) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) be subject to any proceeding, or suffer 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, shall not be dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffer 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

(d) The Tenant shall vacate or abandon the Project, or shall have been ejected from the Project or any portion thereof by reason of a defect in title to the Project, and the same shall

remain uncared for and unoccupied for a period of 60 days (or such longer period as is reasonably required to cure such defect in title); or

(e) The occurrence and continuance of an “Event of Default” by the Tenant under the Performance Agreement, following any applicable notice and grace period provided in the Performance Agreement, and such default shall continue for 90 days after the Issuer has given the Tenant written notice specifying such default.

The Trustee shall give the Lender notice of the occurrence of any Event of Default of which the Trustee has notice pursuant to the terms of the Indenture. The Lender may, at its election, but shall have no obligation to, cure such Event of Default.

Section 12.2. Remedies on Default . If any Event of Default referred to in **Section 12.1** hereof shall have occurred and be continuing beyond any applicable notice and cure period, then the Issuer may at the Issuer’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 Event of Default shall continue beyond any applicable notice and cure period, take any one or more of the following actions as the Issuer's sole and exclusive remedies (except as otherwise expressly provided herein):

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture (unless the Owners of 100% of the principal amount of such Bonds determine otherwise when permitted as provided in the Indenture); provided that if all obligations due and owing under the Indenture, this Lease and the Performance Agreement have been paid, the Issuer shall convey the Project to the Tenant in accordance with **Section 11.2** hereof;

(b) give the Tenant written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Tenant’s rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the Issuer may re-enter and take possession of the Project (unless Tenant shall have exercised or be deemed to have exercised Tenant's option to purchase under **Article XI** hereof, in which event the terms of such **Article XI** shall control).

Section 12.3. Survival of Obligations . The Tenant covenants and agrees with the Issuer and Bondowners 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, and that the Tenant shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, the Tenant's obligation under this Lease shall thereupon cease and terminate in full.

Section 12.4. Performance of the Tenant’s Obligations by the Issuer . If the Tenant 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 Issuer, or the Trustee in the Issuer’s name, or the Lender may

(but shall not be obligated so to do) upon the continuance of such failure on the Tenant's part for 30 days after written notice of such failure is given to the Tenant and the Lender by the Issuer or the Trustee, and without waiving or releasing the Tenant 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 Issuer, or the Trustee and all necessary incidental reasonable costs and expenses (including, without limitation, attorney's fees and expenses) incurred by the Issuer or the Trustee in performing such obligations shall be deemed Additional Rent and shall be paid to the Issuer or the Trustee on demand, and if not so paid by the Tenant, the Issuer or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Tenant in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative . The rights and remedies reserved by the Issuer and the Tenant hereunder 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 Issuer and the Tenant 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 Tenant of any covenant, agreement or undertaking by the Tenant, the Issuer or the Trustee may nevertheless accept from the Tenant any payment or payments hereunder without in any way waiving the Issuer's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Tenant which were in existence at the time such payment or payments were accepted by the Issuer or the Trustee.

Section 12.7. Trustee's Exercise of the Issuer'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 Issuer under this Article, upon notice as required of the Issuer unless the Issuer has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture and this Lease. This Section shall not give control to the Trustee over the Issuer's exercise of any Unassigned Rights.

Section 12.8. Notice of Defaults Under Section 12.1; Opportunity of Tenant to Cure Defaults .

(a) Anything herein to the contrary notwithstanding, no default specified in **Section 12.1(c), (d) or (e)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Issuer, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Tenant and the Lender and the Tenant and the Lender shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if any such default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Tenant or the Lender within such period and diligently pursued until the default is corrected.

(b) With regard to any alleged default concerning which notice is given to the Tenant and the Lender under the provisions of this Section, the Issuer hereby grants the Tenant and the Lender full authority for account of the Issuer 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 Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts in order to remedy such default.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) *Prior to Completion of Construction.* The Tenant shall have the right to assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof, with the written consent of the Issuer (unless such assignment, transfer, encumbrance, or disposition is an assignment to the Lender, in which case no such written consent of the Issuer is required), for any lawful purpose under the Act, and consistent with the Performance Agreement. The Issuer shall not withhold its consent if it is reasonably satisfied that the proposed assignee has significant experience developing, owning or managing industrial buildings and the financial ability to complete and operate the Project. Notwithstanding the foregoing, so long as the Tenant is not in default under the Performance Agreement or this Lease, the Tenant may consummate a transfer to an affiliate without the necessity of obtaining the Issuer's consent but only upon providing a certificate or letter evidencing that the affiliate has a net worth (determined in accordance with accounting principles generally accepted in the United States) of at least \$3,000,000. With respect to any assignment pursuant to this **Section 13.1(a)**, the Tenant 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;

(3) A duplicate original of such assignment shall be delivered to the Issuer and the Trustee within ten (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 Tenant to be performed and observed;

(4) Any assignee of all the rights of the Tenant shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds; and

(6) Issuer shall be satisfied that the assignee has the financial resources to perform its obligations under **Section 10.5** hereof or the Issuer and the Trustee shall be provided indemnification from another party acceptable to the Issuer that has the financial resources to perform such obligations.

Upon the satisfaction of the conditions set forth herein, the assignor shall be relieved of all further liability occurring on and after the effective date of such assignment. The consent of the Issuer to any assignment, transfer, encumbrance or disposition described in this subsection (a) shall not be unreasonably withheld or delayed.

(b) *After Completion of Construction.* Following completion of construction of the Project, the Performance Agreement, this Lease and the rights, duties and obligations as they relate to the Project may be fully and freely assigned by the Tenant subject to the following:

(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;

(3) A duplicate original of such assignment shall be delivered to the Issuer and the Trustee within ten (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 Tenant to be performed and observed;

(4) Any assignee of all the rights of the Tenant shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds;

(5) The Tenant shall represent to the Issuer, and the Issuer shall conclude that, in the sole reasonable opinion of the Issuer the assignee has the financial capability to fulfill the obligations of the Tenant under the Performance Agreement and this Lease and possesses the management experience to operate the Project; and

(6) The Tenant shall notify the Issuer of any assignment including presentation of the assumption of obligation instrument at least fifteen (15) days prior to closing on such assignment.

Upon the satisfaction of the conditions set forth herein, the assignor shall be relieved of all further liability occurring on and after the effective date of such assignment. The consent of the Issuer to any assignment, transfer, encumbrance or disposition described in this subsection (b) shall not be unreasonably withheld or delayed.

(c) The Tenant shall have the right to sublet all or any portion of the Project to an entity or entities for any lawful purpose under the Act. No sublease of the Project shall release or discharge the Tenant from its primary liability for the payment of the Basic Rent and Additional Rent hereunder and the performance of each and all of the covenants and agreements herein contained, and its duties and obligations under this Lease or the Performance Agreement shall continue as if no such sublease had been made.

If for any reason this Lease and the leasehold estate of the Tenant hereunder is terminated by the Issuer by summary proceedings or otherwise in accordance with the terms of this Lease, the Issuer covenants and agrees that such termination of this Lease shall not result in a termination of any sublease

(so long as no event has occurred that by notice or with the passage of time would be a default in the terms of such sublease) affecting the Project or any part or parts thereof and that they shall all continue for the duration of their respective terms and any extensions thereof as a direct lease between the Issuer hereunder and the sublessee thereunder, with the same force and effect as if the Issuer hereunder had originally entered into such sublease as landlord thereunder. Any such sublessee shall not be named or joined in any action or proceeding by the Issuer under this Lease to recover possession of the Project or for any other relief if such sublessee is not then in default under the terms of its sublease beyond any applicable grace period for curing the same. The Issuer shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing in a form reasonably satisfactory to the Tenant.

Any consent of the Issuer required by this subsection (c) shall not be unreasonably withheld or delayed.

Section 13.2. Assignment of Revenues by Issuer . The Issuer 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 Tenant hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. The Issuer shall not mortgage its fee or leasehold interest in the Project other than the Deed of Trust, 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 Issuer. During this Lease Term, the Issuer agrees that, except to secure the Bonds to be issued pursuant to the Indenture and the Deed of Trust, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

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 and the Lender (if any), 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 deemed duly given when (i) mailed by registered or

certified mail, postage prepaid, or (ii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the Issuer:

City of Raymore, Missouri
100 Municipal Circle
Raymore, Missouri 64083
Attention: City Manager

(b) To the Tenant:

KCI Raymore Building 5, LLC
C/o VanTrust Real Estate, LLC
4900 Main Street, Suite 800
Kansas City, Missouri 64112
Attention: Grant Harrison

(c) To the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue
Kansas City, Kansas 66101
Attention: Corporate Trust Department

(d) To the Lender:

UMB Bank, N.A.
1000 Walnut St., BB18-7
Kansas City, Missouri 64106
Attention: John S. Mikelson

With a copy to:

Spencer Fane LLP
1 North Brentwood Blvd., Suite 1200
St. Louis, Missouri 63105
Attention: Robert Epstein

Any notice or demand hereunder shall be deemed given when received. Any notice or demand which is rejected, the acceptance of delivery of which is refused or which is incapable of being delivered during normal business hours at the address specified herein or such other address designated pursuant hereto shall be deemed received as of the date of the attempted delivery. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer, the Trustee or the Tenant shall also be given to the others and to the Lender. The Issuer, the Tenant, the Lender 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. Any notice of default given to Tenant hereunder must include a statement that Tenant's failure to cure said default and/or rescind its automatic exercise of the option will result in an automatic exercise of the option to purchase by Tenant under **Article XI** hereof.

Section 15.2. Issuer Shall Not Unreasonably Withhold Consents and Approvals .

Wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Issuer 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 Issuer'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 Issuer.

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 Issuer 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, and (c) that if after the principal of and interest on the Bonds and all fees, expenses and costs incident to the payment of the Bonds have been paid in full the Trustee or the Issuer 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 Tenant 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 Tenant.

Section 15.4. No Pecuniary Liability . No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon the general credit or taxing powers of the City of Raymore, Missouri or the State of Missouri. Such limitation shall not apply to any liability or charge directly resulting from the Issuer's breach of any provision, covenant or agreement contained herein.

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 Issuer and the Tenant and their respective successors and assigns. The Lender shall be recognized as a third-party beneficiary of this Lease with the right to enforce its rights hereunder.

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 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 15.9. Electronic Storage . The parties agree that the transactions described herein may be conducted and related documents may be received, sent 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. Issuer Consent . The Mayor or the City Manager are authorized to execute all documents on behalf of the Issuer (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Tenant) as may be required to carry out and comply with the intent of the Ordinance, the Indenture and this Lease. The Mayor or the City Manager are also authorized, unless expressly prohibited herein, to grant on behalf of the Issuer such consents, estoppels and waivers relating to the Bonds, the Indenture, this Lease or the Performance Agreement as may be requested during

the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the property tax exemption as provided for herein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the City Council, and provided further, that the Mayor or the City Manager may seek the input or a decision from the City Council on any matter.

Section 15.11. Satisfaction of Tenant's Obligations . Any obligation of the Tenant under this Lease, including, but not limited to, the obligations of the Tenant to pay Basic Rent, Additional Rent and to maintain insurance pursuant to **Article VII**, may be performed by a member of the Tenant or a sublessee of Tenant, and such performance by a member or sublessee of the Tenant shall be treated as though the obligation were performed by the Tenant.

Section 15.12 Complete Agreement . **THE TENANT AND THE ISSUER 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 TENANT AND THE ISSUER FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE TENANT AND THE ISSUER REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE TENANT AND THE ISSUER, EXCEPT AS THE TENANT AND THE ISSUER MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE OR THE PERFORMANCE AGREEMENT.**

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the date first above written.

CITY OF RAYMORE, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

KCI RAYMORE BUILDING 5, LLC,
a Missouri limited liability company

By: _____
Name: David M. Harrison, Manager

GUARANTEE WITH RESPECT TO CERTAIN INDEMNITY PROVISIONS

In consideration of the agreement by the City of Raymore, Missouri, (the “Issuer”) to take title to the Project Site (as defined in the Lease) and to enter into the foregoing Lease Agreement (the “Lease”) with KCI Raymore Building 5, LLC (the “Company”), the undersigned hereby unconditionally guarantees to the Issuer and its elected officials, officers, and employees, the full and prompt performance of the indemnity obligations of the Tenant under **Section 10.5** of the Lease, but solely to the extent provided in such Section.

VTRE DEVELOPMENT, LLC

By: _____
Name: David M. Harrison
Title: Manager

EXHIBIT A

PROJECT SITE

[Legal description to be inserted prior to closing. Project Site will be "Lot 1" of Raymore Commerce Center South, First Plat.]

EXHIBIT B

PROJECT IMPROVEMENTS

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, equipping or remodeling of the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

EXHIBIT C
PROJECT EQUIPMENT

None

EXHIBIT D

[FORM OF REQUISITION CERTIFICATE]

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF APRIL 1, 2025, BETWEEN THE CITY OF RAYMORE, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF APRIL 1, 2025, BETWEEN THE CITY OF RAYMORE, MISSOURI, AND KCI RAYMORE BUILDING 5, LLC

Pursuant to **Section 503** of the Trust Indenture dated as of April 1, 2025 (the “Indenture”) relating to the City of Raymore, Missouri, Taxable Industrial Revenue Bonds (KCI Raymore Building 5, LLC Project), Series 2025, (the “Bonds”), the undersigned Authorized Tenant Representative hereby requests payment of Project Costs from the Project Fund in accordance with this request, and hereby certifies as follows:

Capitalized terms not defined herein shall have the meanings set forth in the Indenture.

1. The Trustee is requested and directed to pay Project Costs from the proceeds of the Bonds deposited in the Project Fund said Project Costs to be paid in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

2. The amounts requested are or were necessary and appropriate in connection with the acquisition, purchase, construction, installation, equipping and fixturing of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Tenant 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.

3. 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 purchase, construction, installation and equipping 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.

KCI RAYMORE BUILDING 5, LLC,
a Missouri limited liability company,
as Purchaser

By: _____

Name: _____

Title: Authorized Tenant Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

Amount

Payee and Address

Description

\$ _____

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	MEMORANDUM OF LEASE AGREEMENT
DATE OF DOCUMENT:	[DATED DATE], 2025
GRANTOR:	CITY OF RAYMORE, MISSOURI
GRANTOR'S MAILING ADDRESS:	100 Municipal Circle Raymore, Missouri 64083
GRANTEE:	KCI RAYMORE BUILDING 5, LLC
GRANTEE'S MAILING ADDRESS:	c/o VanTrust Real Estate, LLC 4900 Main Street, Suite 800 Kansas City, Missouri 64112
RETURN DOCUMENTS TO:	Sarah Granath, Esq. Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See Exhibit A

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT, gives notice of, ratifies and confirms the Lease Agreement dated as of April 1, 2025 (the “Lease”), between the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the “City”), as lessor and grantor, and **KCI RAYMORE BUILDING 5, LLC**, a Missouri limited liability company (the “Company”), as lessee;

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or 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 governing body of the City passed an ordinance (the “Ordinance”) on _____, 2025, authorizing the City to issue its Taxable Industrial Revenue Bonds (KCI Raymore Building 5, LLC Project), Series 2025, in the maximum aggregate principal amount of \$43,000,000 (the “Bonds”), for the purpose of acquiring, constructing and equipping an industrial distribution warehouse and commercial facility and associated site work and infrastructure, consisting of one building of approximately 555,000 square feet, including land, buildings, structures, improvements and fixtures, as hereinafter more fully described (the “Project”), and authorizing the City to lease the Project to the Company.

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, to acquire the Project and to enter into the Lease with the Company under which the City will lease the Project to the Company for the purpose of construction, purchase and installation of the Project, in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained in the Lease, the City and Company do represent, covenant and agree as follows:

1. **Granting of Leasehold Estate.** The City exclusively rents, leases and lets the Project to the Company pursuant to the Lease, and the Company hereby rents, leases and hires the Project from the City pursuant to the Lease, 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 and in the Lease contained.

2. **Lease Term.** The Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of the Lease, the lease of the Project shall terminate on December 1, 2045.

3. Basic Rent. Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on or before each December 1 (each a "Payment Date"), commencing December 1, 2025 and continuing until the principal of and interest on the Bonds shall have been fully paid, as "Basic Rent" for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of and interest on the Bonds (except as offset pursuant to the right of the Company described in the Lease herein). On December 1, 2045 (or such earlier date as the Tenant may elect to redeem all of the Bonds), the Tenant shall also pay an amount equal to all remaining principal due on the Bonds in connection with such maturity or redemption (subject to the right of the Tenant to surrender the Bonds in lieu of such payment) on each Lease Termination Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon.

4. Option to Purchase the Project. The Company is hereby granted the option to purchase all or any portion of the Project at any time, upon payment in full or redemption of the outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to 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 of such purchase, which date shall be not less than 30 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 reasonably satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Company in the event of its exercise of the option is set forth in the Lease.

5. Definition of Terms. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture and the Lease.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease Agreement to be executed in their respective corporate names to be attested by their duly authorized officers, all as of the date first above written.

KCI RAYMORE BUILDING 5, LLC,
a Missouri limited liability company

By: _____
David M. Harrison, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David M. Harrison, a manager of KCI RAYMORE BUILDING 5, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the free act and deed of said limited liability company.

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

Notary Public

Printed Name

[SEAL]

My Commission Expires:

CITY OF RAYMORE, MISSOURI

[SEAL]

By: _____
Name: Kristofer P. Turnbow
Title: Mayor

ATTEST:

By: _____
Name: Erica Hill
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

On this _____ day of _____, 2025, 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 by authority of its City Council, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Name: _____
Notary Public in and for said State

(SEAL)

My Commission Expires:_____.

EXHIBIT A

PROJECT

SITE

All of the following property located in Cass County, Missouri:

[Legal description to be inserted prior to closing. Project Site will be "Lot 1" of Raymore Commerce Center South, First Plat.]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements means all buildings, structures, improvements and fixtures located on or to be purchased, constructed 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, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease with the proceeds of the Bonds.

PROJECT EQUIPMENT

None

\$43,000,000
Maximum Principal Amount

CITY OF RAYMORE, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(KCI RAYMORE BUILDING 5, LLC PROJECT)
SERIES 2025

Dated as of [DATED DATE], 2025

BOND PURCHASE AGREEMENT

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

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement (the “Agreement”), KCI Raymore Building 5, LLC, a Missouri limited liability company (the “**Purchaser**”) offers to purchase from the City of Raymore, Missouri (the “**Issuer**”), the above-referenced Taxable Industrial Revenue Bonds, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of \$43,000,000 (the “**Bond**”), to be issued by the Issuer, under and pursuant to an ordinance adopted by the governing body of the Issuer on _____, 2025 (the “**Ordinance**”) and a Trust Indenture dated as of April 1, 2025 (the “**Indenture**”), by and between the Issuer and Security Bank of Kansas City, a Kansas state banking corporation authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Kansas, as Trustee (the “**Trustee**”).

SECTION 1. REPRESENTATIONS AND AGREEMENTS

By the Issuer’s acceptance hereof, the Issuer hereby represents to the Purchaser that:

(a) The Issuer is a constitutional charter city duly organized and existing under the laws of the State of Missouri. The Issuer is authorized pursuant to the Constitution and laws of the State of Missouri, and the ordinances and resolutions of the Issuer, and all necessary actions have been taken to authorize, issue and deliver the Bond and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease Agreement dated as of April 1, 2025 (the “**Lease Agreement**”), by and between the Issuer and the Purchaser, the Development and Performance Agreement dated as of December 15, 2023, between the Issuer and the Purchaser (as assignee of KCI Raymore South, LLC) (the “**Performance Agreement**”) and the Deed of Trust and Security Agreement dated as of April 1, 2025 (the “**Deed of Trust**”) granted by the Issuer to secure payment of the Bonds and other

obligations, and any and all other agreements relating thereto. The proceeds of the Bond shall be used to finance the Project as defined in the Indenture and to pay for the costs incurred in connection with the issuance of the Bond.

(b) 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 Issuer 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 Bond or the constitutionality or validity of the indebtedness represented by the Bond or the validity of the Bond, the Lease Agreement, the Indenture, the Performance Agreement, the Deed of Trust, the Ordinance or this Bond Purchase Agreement.

(c) Any certificate signed by an authorized representative of the Issuer and delivered to the Purchaser shall be deemed a representation and warranty by the Issuer to such party as to the statements made therein.

The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri, and authorized to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the Issuer 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 BOND

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 Issuer and the Issuer agrees to sell to the Purchaser the Bond on the terms and conditions set forth herein.

The Bond shall be sold to the Purchaser by the Issuer on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), 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 Agreement. From time to time after the Closing Date, the Purchaser may make additional payments with respect to the Bond (“**Additional Payments**”) to the Trustee under the Indenture, 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 Bond shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$43,000,000.

As used herein, the term “**Closing Date**” shall mean the date of this Agreement, or such other date as shall be mutually agreed upon by the Issuer and the Purchaser; the term “**Closing Price**” shall mean that certain amount specified in writing by the Purchaser and agreed to by the Issuer as the amount required to fund the initial disbursement from the Project Fund on the Closing Date.

The Bond shall be issued under and secured as provided in the Ordinance and in the Indenture, the Lease Agreement and the Deed of Trust authorized by the Ordinance and the Bond shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bond shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$43,000,000; provided, that the principal amount of the Bond 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 Bond only on the outstanding principal amount of the Bond, as more fully provided in the Indenture.

The Purchaser agrees to indemnify and hold harmless the Issuer and the Trustee, including any member, officer, official or employee of the Issuer or of 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 Purchaser or failure by the Purchaser to comply with any federal or state securities laws in connection with the Bond; 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 Purchaser or the owner of the Bond.

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 Purchaser, the Indemnified Parties shall promptly notify the Purchaser in writing and the Purchaser 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. 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 in writing by the Purchaser. The Purchaser 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 Purchaser or if there be a final judgment (not subject to appeal) for the plaintiff in any such action against the Purchaser or any of the Indemnified Parties, with or without the consent of the Purchaser, then provided that the Purchaser was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Purchaser 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 Issuer of the Issuer's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the Issuer'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 Lease Agreement, the Performance Agreement, the Deed of Trust and this Bond Purchase Agreement 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 Issuer shall confirm on the Closing Date by a certificate that at and as of the Closing Date the Issuer has taken all action necessary to issue the Bond 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 Issuer or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bond, or the constitutionality or validity of the indebtedness represented by the Bond or the validity of the Bond or any proceedings in relation to the issuance or sale thereof. The form and substance of such certificate shall be satisfactory to the Purchaser.

(c) Receipt by the Purchaser of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser.

(d) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Purchaser or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bond, (B) in any way contest the existence or powers of the Purchaser, or (C) reasonably be expected to adversely affect its ability to perform its obligations under the Lease Agreement, the Performance Agreement or this Bond Purchase Agreement, (ii) the representations and warranties of the Purchaser 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 (iii) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bond.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bond by notifying the Issuer in writing sent by first class mail, facsimile or reputable overnight delivery service, 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 Bond.

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 Bond to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Purchaser shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bond from Bond proceeds or otherwise. To the best of the Issuer's knowledge and belief, the only expenses payable by the Purchaser in connection with the issuance of the Bond are the following: (1) the legal fees of Gilmore & Bell, P.C. in the amount of \$20,000 and (2) the Trustee's initial acceptance fee and first year's administrative fee totaling \$3,750.

SECTION 8. NOTICE

Any notice or other communication to be given to the Issuer or the Purchaser under this Agreement may be given by mailing or delivering the same in writing as provided in the Indenture; and any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to Purchaser at c/o VanTrust Real Estate, LLC, 4900 Main Street, Suite 800, Kansas City, Missouri 64112, Attention: Grant Harrison.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser in whole as to all or any part of the Bond to any Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Lease Agreement and the Performance Agreement; provided that the consent of the Issuer for the assignment of this Agreement shall not be required if the consent of the Issuer is not required for such Person's assumption of the Lease Agreement and the Performance Agreement. Any such assignee shall agree to be bound by the terms of this Agreement. This Agreement may be assigned, without approval of but with notice to the Issuer, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a Mortgage (as defined in the Indenture) of the Project and the Bond may be pledged, without approval of the Issuer, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a Mortgage (as defined in the Indenture) of the Project.

SECTION 10. EXECUTION OF COUNTERPARTS

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.

SECTION 11. ANTI-DISCRIMINATION AGAINST ISRAEL ACT.

(a) The State of Missouri has adopted the "Anti-discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri ("Section 34.600"), which provides that "[a] public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from

the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.” Section 34.600 provides that any contract that fails to comply with Section 34.600’s provisions shall be void as against public policy.

(b) The Purchaser hereby certifies and agrees that, to the extent Section 34.600 is applicable to this Bond Purchase Agreement, the Purchaser is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel or persons or entities doing business with the State of Israel, in all respects within the meaning of Section 34.600.

(c) The foregoing certification shall not be deemed an admission or agreement that Section 34.600 is applicable to this Bond Purchase Agreement but the foregoing certification is provided if Section 34.600 is applicable. If Section 34.600 is initially deemed or treated as applicable to this Bond Purchase Agreement, but it is subsequently determined not to apply to this Bond Purchase Agreement for any reason including **by reason of applicable federal law, including without limitation, 50 U.S.C. Section 4607**, the repeal or amendment of Section 34.600 or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of Section 34.600, then the foregoing certification shall cease and not exist.

[The remainder of this page is left intentionally blank]

KCI RAYMORE BUILDING 5, LLC,
a Missouri limited liability company

By: _____
David M. Harrison, Manager

Accepted and Agreed as of the Closing Date.

CITY OF RAYMORE, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

DEED OF TRUST AND SECURITY AGREEMENT

BY

**CITY OF RAYMORE, MISSOURI,
as Grantor**

to

**DAVID S. MARTIN,
as Grantee**

for the benefit of

**SECURITY BANK OF KANSAS CITY,
as Trustee**

Grantor Address: 100 Municipal Circle, Raymore, Missouri 64083

Grantee Address: 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108

Legal Description on Exhibit A.

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT (the “Deed of Trust”), made and entered into as of [DATED DATE], 2025, by and among the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city organized under the laws of the State of Missouri, having its principal office located at 100 Municipal Circle, Raymore, MO 64083 (the “City”), **DAVID S. MARTIN**, an individual citizen of the State of Missouri, who resides in Jackson County, Missouri, and whose mailing address is 2405 Grand Boulevard, Ste. 1100, Kansas City, Missouri 64108, 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 banking corporation duly organized and existing under the laws of the State of Kansas, having an office located at 701 Minnesota Ave, Suite 206, Kansas City, Kansas 66101, and its successors and assigns, as trustee under a Trust Indenture dated as of April 1, 2025 (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 industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing, 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 _____, 2025, authorizing the City to issue its Taxable Industrial Revenue Bonds (KCI Raymore Building 5, LLC Project), Series 2025, in the maximum principal amount of \$43,000,000 (the “Bonds”), for the purpose of acquiring, constructing, improving, equipping and installing a distribution warehouse and commercial facility located on land in the City (the “Project Site,” as more fully described on **Exhibit A** hereto), including such land and the associated buildings, structures and fixtures (the “Project Improvements,” as more fully described on **Exhibit B** hereto) and equipment (the “Project Equipment,” as more fully described on **Exhibit B** hereto, the Project Site, the Project Improvements, and the Project Equipment collectively being the “Project”);

WHEREAS, the Ordinance authorizes the City to lease the Project to KCI Raymore Building 5, LLC, a Missouri 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 acquire, purchase, construct, extend, improve, equip and fixture 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 Development and Performance Agreement dated as of December 15, 2023 (as partially assigned to the Company, 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 real estate described in **Exhibit A** hereto (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 Project Equipment 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 rights or indemnification or rights to payments to the City), 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 certain rights retained by the City related to indemnification and payments to or for the benefit of the City as provided in 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 its 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. In addition to any words and terms defined elsewhere in this Deed of Trust, capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture and **Section 1.1** of the Lease.

2. 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 first and prior lien on all parts of the Project (subject to Permitted Encumbrances as defined under the Indenture and expressly 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, Mortgage Trustee and 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) (a "Mortgage") and, further, that the City, Mortgage Trustee and Trustee shall execute any and all documentation required to confirm and/or effectuate the subordination of this Deed of Trust in connection therewith. Notwithstanding the foregoing subordination of this Deed of Trust, any future Mortgage granted by the Company shall contain a provision requiring that, in the event of a foreclosure under any 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 Trustee for all monies paid for insurance, taxes, lien claims and other charges, together with interest thereon as provided in the Mortgage;

(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, 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 Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108.

3. 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 uncured "Event of Default" under the Indenture, the Bonds, the Lease or the Performance Agreement, 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 Indenture) 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.

4. 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 \$43,000,000. 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 from the Company under the Performance Agreement, the Lease, the Indenture 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 an uncured default shall be made by the Company in the faithful performance of said covenants and agreements, or any of them, as therein and herein set forth, beyond all applicable notice and cure periods, 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.

[remainder of page intentionally left blank]

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 _____, 2025, 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
KCI Raymore Building 5, LLC Project (Series 2025)

EXHIBIT A
PROJECT SITE

[Legal description to be inserted prior to closing. Project Site will be "Lot 1" of Raymore Commerce Center South, First Plat.]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

All buildings, structures, improvements and fixtures located on or to be acquired or purchased for the construction, improvement, equipping or remodeling of the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to this Lease.

PROJECT EQUIPMENT

None.





THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, MARCH 17, 2025, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS BAKER, BARBER, BURKE III, CIRCO, ENGERT, AND HOLMAN. PRESENT VIA TELECONFERENCING: COUNCILMEMBER MILLS. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Parade of Hearts

Ms. Lauren Palmer from EverStrive Solutions outlined the 2026 Parade of Hearts program for the City Council.

B. Economic Opportunity in Our Waste Stream

Dr. Dianna Bryant, MARC Solid Waste Management District Program Manager, shared elements of a recent program presentation that was made to the Solid Waste Planning Executive Roundtable.

C. Other

The work session of the Raymore City Council adjourned at 7:15 p.m.