# TENTATIVE AGENDA

**RAYTOWN BOARD OF ALDERMEN**
**NOVEMBER 20, 2018**
**REGULAR SESSION NO. 40**
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
**7:00 P.M.**

## OPENING SESSION

Invocation/Pledge of Allegiance
Roll Call

Public Comments
Communication from the Mayor
Communication from the City Administrator
Committee Reports

**REGULAR AGENDA**

## LEGISLATIVE SESSION

1. **CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

**R-3147-18: A RESOLUTION** AUTHORIZING AND APPROVING THE APPOINTMENT OF STEVE SCOTT AND CAROLYN BRADLEY TO THE RAYTOWN CROSSING COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS**.** Point of Contact: Teresa Henry, City Clerk.

## OLD BUSINESS

2. **SECOND READING: Amended Bill No. 6480-18, Section XXI-A. AN ORDINANCE** AUTHORIZING THE ISSUANCE OF ANNUAL APPROPRIATION-SUPPORTED TAX INCREMENT AND SALES TAX REFUNDING REVENUE BONDS (RAYTOWN LIVE REDEVELOPMENT PLAN – REDEVELOPMENT PROJECT AREA 1) SERIES 2018 OF THE CITY OF RAYTOWN, MISSOURI IN THE PRINCIPAL AMOUNT NOT TO EXCEED $31,000,000; APPROVING THE EXECUTION AND DELIVERY OF THE INDENTURE AND OTHER DOCUMENTS TO BE ENTERED INTO WITH RESPECT TO SUCH BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS Point of Contact: Missy Wilson, Co-Interim City Administrator/Assistant City Administrator/Economic Development Administrator.

3. Public Hearing: A public hearing to consider a change in zoning for property located at 6920 Elm.

   3a. **SECOND READING: Amended Bill No. 6481-18, Section XIII. AN ORDINANCE** GRANTING A CHANGE IN ZONING FOR PROPERTY LOCATED AT 6920 ELM STREET FROM HIGHWAY COMMERCIAL DISTRICT (HC) TO HIGH-DENSITY RESIDENTIAL DISTRICT (R-3) LOCATED IN LAUREL HEIGHTS, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

4. Public Hearing: A public hearing to consider a final site plan for property located at 6920 Elm.

   4a. **SECOND READING: Bill No. 6482-18, Section XIII. AN ORDINANCE** GRANTING APPROVAL OF THE FINAL SITE PLAN FOR LAND LOCATED AT 6920 ELM STREET IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

   ★ **Staff is requesting that this item be tabled indefinitely.**

5. Public Hearing: A public hearing to consider the rezoning of Turn Leaf Villas.

   5a. **SECOND READING: Bill No. 6483-18, Section XIII. AN ORDINANCE** GRANTING AN AMENDMENT TO A PLANNED DEVELOPMENT TO ALLOW FOR A 10-BED MEMORY CARE FACILITY ON LOT 6 OF BLUE RIDGE VILLAS IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

6. Public Hearing: A public hearing to consider a preliminary site plan for Somerset Village.

   6a. **SECOND READING: Amended Bill No. 6484-18, Section XIII. AN ORDINANCE** APPROVING THE PRELIMINARY SITE PLAN OF SOMERSET VILLAGE APARTMENTS, WILSON VIEW, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

7. **SECOND READING: Bill No. 6485-18, Section XIII. AN ORDINANCE** APPROVING THE FINAL PLAT, WILSON VIEW, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI. Point of Contact: Ray Haydaripoor, Community Development Director.

8. **SECOND READING: Bill No. 6487-18, Section IV-A. AN ORDINANCE** ESTABLISHING THE COMPENSATION FOR THE OFFICE OF BOARD OF ALDERMAN FOR THE TERM BEGINNING APRIL 2019. Point of Contact: Teresa Henry, City Clerk.

9. **SECOND READING: Bill No. 6488-18, Section IV-B. AN ORDINANCE** ESTABLISHING THE COMPENSATION FOR THE OFFICE OF CITY COLLECTOR FOR THE TERM BEGINNING APRIL 2019. Point of Contact: Teresa Henry, City Clerk.

10. **SECOND READING: Bill No. 6489-18, Section IV-A. AN ORDINANCE** ESTABLISHING THE COMPENSATION FOR THE OFFICE OF MAYOR FOR THE TERM BEGINNING APRIL 2019. Point of Contact: Teresa Henry, City Clerk.

11. **SECOND READING: Bill No. 6490-18, Section IV-C-1. AN ORDINANCE** AMENDING CHAPTER 2, ARTICLE III, OFFICERS AND EMPLOYEES; ARTICLE IV, DEPARTMENTS, ARTICLE VI, MEETINGS AND ARTICLE VII, PUBLIC RECORDS. Point of Contact: Teresa Henry, City Clerk.

12. **SECOND READING: Bill No. 6491-18, Section XXXI-A. AN ORDINANCE** ADOPTING THE MISSOURI MUNICIPAL RECORDS MANUAL FOR RETENTION OF RECORDS SCHEDULES FOR THE CITY OF RAYTOWN, MISSOURI, FOR CITY DOCUMENTS AND REPEALING ORDINANCE 5403-11. Point of Contact: Teresa Henry, City Clerk.

13. **SECOND READING: Bill No. 6492-18, Section IV-A. AN ORDINANCE** AMENDING CHAPTER 2, ARTICLE VI, DIVISION 1, SECTION 2-433 THROUGH SECTION 2-555 OF THE RAYTOWN MUNICIPAL CODE RELATING TO MEETINGS, ALIGNING SAID POLICY TO CORRESPOND WITH CHAPTER 610 OF THE MISSOURI REVISED STATUTES AS AMENDED FROM TIME TO TIME. Point of Contact: Teresa Henry, City Clerk.

## NEW BUSINESS

14. **FIRST READING: Bill No. 6493-18, Section V-A. AN ORDINANCE** AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A INTERGOVERNMENTAL TRANSFER AGREEMENT AND AN ADMINISTRATION FEE AGREEMENT WITH THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION AND THE GROUND EMERGENCY MEDICAL TRANSPORTATION PROVIDER. Point of Contact: Missy Wilson, Co-Interim City Administrator/Assistant City Administrator/Economic Development Administrator.

15. **R-3148-18: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH CGI COMMUNICATIONS. Point of Contact: Missy Wilson, Co-Interim City Administrator/Assistant City Administrator/Economic Development Administrator.

**DISCUSSION ITEM**

16. Committee Formation-Alderman Steve Meyers

## CLOSED SESSION

**Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:**

| | |
|---|---|
| 610.021(1) | Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys; |
| 610.021 (2) | Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; |
| 610.021(3) | Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or |
| 610.021(13) | Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. |

**ADJOURNMENT**

**RAYTOWN CROSSING COMMUNITY IMPROVEMENT DISTRICT**

**Resolution 2014-05**

**Resolution Nominating Successor Directors for Consideration by the Mayor and Board of Aldermen**

WHEREAS, having provided notice of a meeting of the Board of Directors of the Raytown Crossing Community Improvement District (the "District") in accordance with Section 610.020 of the Revised Statutes of Missouri, the Directors met on May 12, 2014; and

WHEREAS, pursuant to the provisions of the approved Petition for the Creation of the District, the Board of Directors of the District desire to forward to the Mayor for appointment, with consent of the Board of Aldermen, nominations for successor directors as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby nominate the following Directors for their respective 3 year terms, to serve until their successors are appointed.

| | |
|---|---|
| Paul McKnight | 2/15/14 – 2/15/17 |
| Marci Swartz | 2/15/14 – 2/15/17 |
| Bill Zornes | 2/15/14 – 2/15/17 |
| Steve Scott | 2/15/13 – 2/15/16 |
| Carolyn Bradley | 2/15/13 – 2/15/16 |

PASSED by the Board of Directors on May 12, 2014.

Paul D. McKnight

Paul McKnight, Executive Director

# CITY OF RAYTOWN
## Request for Board Action

**Date: November 15, 2018** **Resolution No.: R-3147-18**
**To: Mayor and Board of Aldermen**
**From: Missy Wilson, Assistant City Administrator**

**Department Head Approval:** _____

**Finance Director Approval:** _____(only if funding requested)

**City Administrator Approval:** _____

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**Action Requested:** Approval of appointments to the Raytown Crossing Community Improvement District Board of Directors.

**Analysis:** In February 2011, the Board of Aldermen approved the creation of the Raytown Crossing Community Improvement District (CID) to assist in offsetting the infrastructure improvements associated with the redevelopment of the former Walmart retail building at 6709 Blue Ridge Boulevard into a new store for Sutherland Lumber Company.

A unique component to the Cooperative Agreement establishing the CID is that nominees for positions on the CID Board of Directors must be approved by the Board of Aldermen. As such, the action before you request approval of the following proposed Directors for a three-year terms ending February 15, 2019:

Steve Scott
Carolyn Bradley

**Fiscal Impact:** none

**Budgetary Impact**

☒ Not Applicable

**RESOLUTION NO.: R-3147-18**

**A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF STEVE SCOTT AND CAROLYN BRADLEY TO THE RAYTOWN CROSSING COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS**

**WHEREAS**, pursuant to the provision of the approved Petition for the Creation of the Raytown Crossing Community Improvement District successor directors shall be appointed by the Mayor, with the consent of the Board of Alderman;

**WHEREAS**, Paul McKnight, Marci Swartz, Bill Zornes, Steve Scott and Carolyn have been nominated by the existing Board of Directors of the District; and

**NOW THEREFORE,** be it resolved by the Board of Aldermen of the City of Raytown, Missouri that the following Directors are appointed to their respective 3-year terms, to serve until their successors are appointed.

| | |
|---|---|
| Steve Scott | 2/15/2016 to 2/15/2019 |
| Carolyn Bradley | 2/15/2016 to 2/15/2019 |

**PASSES AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Joe Willerth, City Attorney

# CITY OF RAYTOWN
# Request for Board Action

**Date: November 15, 2018** **Amended Bill No.: 6480-18**
**To: Mayor and Board of Aldermen** **Section No.: XXI-A**
**From: Missy Wilson, Assistant City Administrator**

**Department Head Approval: _____**

**Finance Director Approval: _____**(only if funding is requested)

**City Administrator Approval: _____**

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**Action Requested:** Adopt an amended ordinance authorizing the issuance of Appropriation-Supported Tax Increment and Sales Tax Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018 of the City of Raytown, Missouri in the principal amount not to exceed $31,000,000; approving the execution and delivery of the indenture and other documents to be entered into with respect to such bonds; and authorizing certain other actions in connection with the issuance of said bonds.

**Analysis:** The City previously issued its $39,990,000 aggregate principal amount of Annual Appropriation-Supported Tax Increment and Sales Tax Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2007 for the purpose of providing funds to (1) pay for certain Redevelopment Project Costs (as defined in the Wal-Mart Redevelopment Agreement) incurred or to be incurred in connection with Redevelopment Project 1, (2) fund capitalized interest on the Series 2007 Bonds, (3) fund a debt service reserve fund for the Series 2007 Bonds, and (4) pay costs related to the issuance of the Series 2007 Bonds.

The City has determined that it is in the best interest of the City to refund all of the $31,240,000 outstanding principal amount of Series 2007 Bonds by the issuance of the City's Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018.

The City proposes the issuance of the Bonds to provide funds to (1) refund the Refunded Bonds, (2) fund a debt service reserve fund for the Bonds and (3) pay costs related to the issuance of the Bonds pursuant to a Trust Indenture (the "Indenture"), by and between the City and UMB Bank, N.A., as Trustee (the "Trustee").

This Bond Ordinance contains parameters which authorize the Mayor to approve the bond sale under certain conditions. These conditions are essentially the Bonds mature on such dates with a final maturity of not later than February 1, 2031 and bear and pay interest at such rates and on such dates with a true interest cost of not more than 4.50%.

The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues and moneys in the funds and accounts held by the Trustee, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional, statutory or charter limitation or provision, and shall not constitute a pledge of the full faith and credit of the City but shall be payable solely from the funds provided for in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefor or to make any appropriation for their payment.

**Background:**

**February 15, 2005** - The TIF Commission recommended that the City approve the Original Redevelopment Plan.

**March 15, 2005** - The City select Raytown 350 Inv Group LLC to implement the Original Redevelopment Plan. Pursuant to Ordinance No. 5020-05, the City approved the Original Redevelopment Plan, declared the Redevelopment Area to be a blighted area in accordance with the TIF Act, selected Raytown 350 Inv Group LLC to implement the Original Redevelopment Plan and approved the Tax Increment Financing Redevelopment Agreement between the City and Raytown 350 Inv Group LLC.

**October 3, 2006** - The Board of Aldermen adopted Ordinance No. 5148-06, amending the Original Redevelopment Plan, which, among other things, provided that the Redevelopment Area would be developed as three distinct redevelopment project areas. The Board of Aldermen also adopted an ordinance approving amendments to the Original Redevelopment Agreement.

**March 27, 2007 -** The City approved Ordinance No. 5201-07 allowing the formation of the Highway 350 Community Improvement District (the "CID"), as a political subdivision for the purpose of financing a portion of the costs of certain public improvements within the Redevelopment Area.

**May 9, 2007 -** The Board of Directors of the Transportation Development District adopted and approved Resolution No. 2007-06 authorizing a one-eighth of one percent sales tax for a period of 30 years from the date on which the sales tax is first imposed for the purpose of providing revenue to pay a portion of the costs of certain transportation improvements within and benefiting Redevelopment Project Area 1.

**May 22, 2007** - The Board of Aldermen adopted (1) Ordinance No. 5228-07 approved Redevelopment Project 1 and adopted tax increment financing within Redevelopment Project Area 1, (2) Ordinance No. 5212-07 approved further amendments to the Redevelopment Agreement, (3) Ordinance No. 5230-07 approved an Assignment of Certain Rights Under Second Amended and Restated Redevelopment Agreement in Redevelopment Project 1 and Redevelopment Project Area 1 to the City, and (4) Ordinance No. 5229-07 approved a redevelopment agreement with respect to Redevelopment Project Area 1 with Wal-Mart Stores, Inc.

**May 22, 2007** - The Board of Aldermen adopted (1) Ordinance No. 5226-07 approved an agreement between the CID and the City which the CID agreed to transfer, upon approval of the CID Sales Tax by the qualified voters in the CID, subject to annual appropriation, to pay a portion of the debt service on Obligations, and (2) Ordinance No. 5227-07, which approved an agreement between the City and the TDD which the City agreed to collect the TDD Sales Tax on behalf of the TDD and the TDD agreed to transfer, or cause the transfer of, subject to annual appropriation, to pay a portion of the debt service on Obligations.

**Alternatives:** Postpone second reading until the next available Board meeting or do not proceed with refunding the Annual Appropriation-Supported Tax Increment and Sales Tax Revenue Bonds.

**Budgetary Impact:** Based on the timing of the refunding there is no projected impact on the current year's budget.

**Additional Reports Attached:** Termination Agreement, Bond Purchase Agreement, Trust Indenture, Continuing Disclosure Undertaking, POS.

**AMENDED BILL NO. 6480-18 ORDINANCE NO. ____ SECTION NO. XX1-A**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF ANNUAL APPROPRIATION-SUPPORTED TAX INCREMENT AND SALES TAX REFUNDING REVENUE BONDS (RAYTOWN LIVE REDEVELOPMENT PLAN – REDEVELOPMENT PROJECT AREA 1) SERIES 2018 OF THE CITY OF RAYTOWN, MISSOURI IN THE PRINCIPAL AMOUNT NOT TO EXCEED $31,000,000; APPROVING THE EXECUTION AND DELIVERY OF THE INDENTURE AND OTHER DOCUMENTS TO BE ENTERED INTO WITH RESPECT TO SUCH BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS**

**WHEREAS**, the City of Raytown, Missouri (the "City"), is a fourth-class city duly organized and existing under the laws of the State of Missouri; and

**WHEREAS**, the City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Missouri Revised Statutes, as amended (the "TIF Act"), to issue bonds for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such bonds; and

**WHEREAS**, the Board of Aldermen of the City previously created the Tax Increment Financing Commission of the City of Raytown, Missouri (the "Commission") and empowered the Commission to exercise those powers and fulfill such duties as are required or authorized for the Commission under the TIF Act; and

**WHEREAS**, a plan for redevelopment known as the "Raytown Live Tax Increment Financing Plan" (the "Original Redevelopment Plan") for an area designated therein as the Redevelopment Area, consisting of approximately 30.5 acres of land located in the City, and which contemplated four redevelopment projects within the Redevelopment Area which would be designated as redevelopment projects in accordance with the TIF Act, was prepared and reviewed by the Commission; and

**WHEREAS**, on February 15, 2005, the Commission recommended that the City approve the Original Redevelopment Plan and that the City select Raytown 350 Inv Group LLC ("Raytown 350") to implement the Original Redevelopment Plan; and

**WHEREAS**, pursuant to Ordinance No. 5020-05, adopted by the Board of Aldermen of the City on March 15, 2005, the City approved the Original Redevelopment Plan, declared the Redevelopment Area to be a blighted area in accordance with the TIF Act, selected Raytown 350 to implement the Original Redevelopment Plan and approved the Tax Increment Financing Redevelopment Agreement between the City and Raytown 350 (the "Original Redevelopment Agreement") for the implementation of the Original Redevelopment Plan; and

**WHEREAS**, on October 3, 2006, the Board of Aldermen of the City adopted Ordinance No. 5148-06, that approved amendments to the Original Redevelopment Plan (the Original Redevelopment Plan, as amended, is referred to herein as the "Redevelopment Plan"), which, among other things, provides that the Redevelopment Area will be developed as three distinct redevelopment project areas, as described therein, and the Board of Aldermen of the City also adopted an ordinance approving amendments to the Original Redevelopment Agreement; and

**WHEREAS**, on May 22, 2007, the Board of Aldermen of the City adopted (1) Ordinance No. 5228-07 approving Redevelopment Project 1 as described in the Redevelopment Plan for Redevelopment Project Area 1 and adopting tax increment financing within Redevelopment Project Area 1, (2) Ordinance No. 5212-07 approving further amendments to the Redevelopment Agreement (the Original Redevelopment Agreement, as amended, is referred to herein as the "Raytown 350 Redevelopment Agreement"), which provided, among other things, that Raytown 350 would assign its development rights with respect to Redevelopment Project Area 1 to the City, (3) Ordinance No. 5230-07 approving an Assignment of Certain Rights Under Second Amended and Restated Redevelopment Agreement pursuant to which Raytown 350 assigned all of its rights, title and interest in Redevelopment Project 1 and Redevelopment Project Area 1 to the City, and (4) Ordinance No. 5229-07 approving a redevelopment agreement with respect to Redevelopment Project Area 1 with Wal-Mart Stores, Inc. (the "Wal-Mart Redevelopment Agreement"); and

**WHEREAS**, pursuant to the Community Improvement District Act, Sections 67.1400 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended, (the "CID Act"), and Ordinance No. 5201-07 adopted by the City on March 27, 2007, the City approved the formation of the Highway 350 Community Improvement District (the "CID"), as a political subdivision for the purpose of financing a portion of the costs of certain public improvements within the Redevelopment Area; and

**WHEREAS**, pursuant to Resolution No. 2007-05 adopted and approved by the Board of Directors of the CID on April 5, 2007, the CID authorized imposition of a seven-eighths of one percent sales tax for a period of 30 years from the date on which the sales tax is first imposed (the "CID Sales Tax"), upon approval of the qualified voters within the CID, for the purpose of providing revenue to pay a portion of the costs of certain public improvements within Redevelopment Project Area 1; and

**WHEREAS,** pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.275, inclusive, of the Revised Statutes of Missouri, as amended (the "TDD Act"), The Raytown Highway 350 Transportation Development District (the "TDD"), has been formed as a political subdivision of the State of Missouri for the purpose of financing a portion of the costs of certain transportation improvements within and benefiting Redevelopment Project Area 1; and

**WHEREAS**, pursuant to Resolution No. 2007-06 adopted and approved by the Board of Directors of the TDD on May 9, 2007, the TDD authorized a one-eighth of one percent sales tax for a period of 30 years from the date on which the sales tax is first imposed (the "TDD Sales Tax"), for the purpose of providing revenue to pay a portion of the costs of certain transportation improvements within and benefiting Redevelopment Project Area 1; and

**WHEREAS**, on May 22, 2007, the Board of Aldermen of the City adopted (1) Ordinance No. 5226-07, which approved an agreement between the CID and the City (the "CID Agreement") pursuant to which the CID agreed to transfer, upon approval of the CID Sales Tax by the qualified voters in the CID and subject to annual appropriation, the Net CID Sales Tax (as defined therein) to the Trustee to be used to pay a portion of the debt service on Obligations (as defined therein), which include the herein-defined Series 2007 Bonds and bonds issued to refund the Series 2007 Bonds, and (2) Ordinance No. 5227-07, which approved an agreement between the City and the TDD (the "TDD Agreement") pursuant to which the City agreed to collect the TDD Sales Tax on behalf of the TDD and the TDD agreed to transfer, or cause the transfer of, subject to annual appropriation, the Net TDD Sales Tax to the Trustee to be used to pay a portion of the debt service on Obligations (as defined therein), which include the Series 2007 Bonds and bonds issued to refund the Series 2007 Bonds; and

**WHEREAS**, the City previously issued its $39,990,000 aggregate principal amount of Annual Appropriation-Supported Tax Increment and Sales Tax Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2007 (the "Series 2007 Bonds") for the purpose of providing funds to (1) pay for certain Redevelopment Project Costs (as defined in the Wal-Mart Redevelopment Agreement) incurred or to be incurred in connection with Redevelopment Project 1, (2) fund capitalized interest on the Series 2007 Bonds, (3) fund a debt service reserve fund for the Series 2007 Bonds, and (4) pay costs related to the issuance of the Series 2007 Bonds; and

**WHEREAS**, the City hereby determines that it is in the best interest of the City to refund all of the $31,240,000 outstanding principal amount of Series 2007 Bonds (the "Refunded Bonds") by the issuance of the City's Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018 (the "Bonds"); and

**WHEREAS**, the City proposes to issue the Bonds for the purpose of providing funds to (1) refund the Refunded Bonds, (2) fund a debt service reserve fund for the Bonds and (3) pay costs related to the issuance of the Bonds pursuant to a Trust Indenture (the "Indenture"), by and between the City and UMB Bank, N.A., as Trustee (the "Trustee"); and

**WHEREAS**, in order to accomplish the foregoing, it is necessary and desirable that the City approve the transactions described in this Ordinance and the execution and delivery of the financing documents and certain other matters in connection with the transaction, as herein provided;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – AUTHORIZATION OF BONDS**. The City hereby authorizes the issuance of its Bonds in the aggregate principal amount not to exceed $31,000,000 for the purpose of providing funds to (1) refund the Refunded Bonds, (2) fund a debt service reserve fund for the Bonds and (3) pay costs related to the issuance of the Bonds. The Bonds shall be in such form, be dated such date, mature on such dates with a final maturity of not later than February 1, 2031, bear and pay interest at such rates and on such dates with a true interest cost of not more than 4.50%, and shall contain such other terms and provisions as set forth in the Indenture upon the execution thereof, and the signature of the Mayor on the Indenture shall constitute conclusive evidence of the City's approval thereof. The City hereby approves and authorizes the sale of the Bonds to Stifel, Nicolaus & Company, Incorporated, and the Bond Purchase Agreement referenced in Section 2 at the purchase price and interest rates set forth therein and, in the Indenture, when approved by the Mayor as evidenced by his signature thereon.

**SECTION 2 – LIMITED OBLIGATIONS**. The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues (as defined in the Indenture) and moneys in the funds and accounts held by the Trustee under such Indenture (other than the Rebate Fund), and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional, statutory or charter limitation or provision, and shall not constitute a pledge of the full faith and credit of the City but shall be payable solely from the funds provided for in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefor or to make any appropriation for their payment.

**SECTION 3 – AUTHORIZATION AND APPROVAL OF FINANCING DOCUMENTS.** The proposed documents relating to the financing (the "Financing Documents") are hereby approved in substantially the forms submitted to the Board of Aldermen, and the Mayor is authorized to execute and deliver the Financing Documents with such changes therein and additions thereto as the Mayor and Finance Director deem necessary or appropriate.

(a) Indenture.

(b) Tax Compliance Agreement between the City and the Trustee, which sets forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Section 148(f) of the Internal Revenue Code.

(c) Continuing Disclosure Undertaking, under which the City agrees to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of such Bonds and to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission.

(d) Bond Purchase Agreement, between the City and Stifel, Nicolaus & Company, Incorporated, the Underwriter of the Bonds (the "Underwriter"), under which the City agrees to sell and the Underwriter agrees to purchase the Bonds, upon such terms and conditions thereof as set in such Bond Purchase Agreement.

(e) Termination Agreement with Wells Fargo Bank, National Association, as successor in interest to Wachovia Bank, National Association, for the termination of the Debt Service Reserve Forward Delivery Agreement dated as of June 22, 2007 in connection with the Refunded Bonds.

(f) Such supplements and amendments to the CID Agreement and the TDD Agreement, as applicable, if any, as may be necessary and appropriate for agreement with the CID and TDD, as applicable, to use the Net CID Sales Tax and the Net TDD Sales Tax, as applicable, to pay a portion of the debt service on the Bonds.

(g) Any irrevocable instructions or escrow agreement between the City and UMB Bank, N.A., as trustee of the Series 2007 Bonds, relating to the refunding of the Refunded Bonds.

**SECTION 4 – EXECUTION OF DOCUMENTS.** The Mayor is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized and directed to execute the Financing 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 or a deputy 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 Financing 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 5 – OFFICIAL STATEMENT**. The Preliminary Official Statement describing the Bonds (copies of which have been made available to the governing body of the City), is hereby approved, and the distribution of said Preliminary Official Statement by the Underwriter, is hereby ratified and approved for the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission. The City hereby deems the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1). The Mayor, Finance Director and other authorized representatives of the City are hereby authorized to make such additions and changes in the Preliminary Official Statement not inconsistent with this Ordinance as they may consider to be necessary or desirable to complete it as an Official Statement. The Mayor is hereby authorized to execute such Official Statement on behalf of the City, with such corrections, omissions, insertions or changes as they may approve.

**SECTION 6 – FURTHER AUTHORITY.** The Mayor, City Administrator, Assistant City Administrator, Finance Director, City Clerk and other officials of the City are further authorized and directed to execute such documents, instruments and certificates and to take such further actions on behalf of the City as shall 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 Financing Documents.

**SECTION 7 – EFFECTIVE DATE**. This Ordinance shall be effective immediately after its passage by the Board of Aldermen.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day, November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

_____
Kathryn P. Peters, Bond Counsel

**CERTIFICATE**

I, the undersigned, City Clerk of the City of Raytown, hereby certify that the above and foregoing constitutes a fully, true and correct copy of Ordinance No. [____]-18 duly adopted by the Board of Aldermen of the City at a meeting duly and specially held, after proper notice thereof, on _____, 2018; that said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and that the same is one file in my office.

WITNESS my hand and official seal this ____ day of November, 2018.

_____

City Clerk

(Seal)

# TERMINATION AGREEMENT

This **TERMINATION AGREEMENT** (this "Termination Agreement"), dated as of _____, 2018 (the "Effective Date") by and among **UMB BANK, N.A.**, as Trustee (the "Trustee"), **CITY OF RAYTOWN, MISSOURI** (the "Issuer") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as successor in interest to Wachovia Bank, National Association, as provider (the "Provider").

W I T N E S S E T H:

WHEREAS, the Trustee, the Issuer and the Provider have previously entered into that Debt Service Reserve Forward Delivery Agreement dated as of June 22, 2007 (the "Agreement") in connection with $39,990,000 City of Raytown, Missouri Annual Appropriation-Supported Tax Increment and Sales Tax Revenue Bonds (Raytown Live Redevelopment Project Area 1) Series 2007 (the "2007 Bonds");

WHEREAS, the 2007 Bonds are scheduled to be refunded; and

WHEREAS, the Trustee, the Issuer and the Provider wish to terminate the Agreement upon satisfaction of the conditions set forth in Section 1 below.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. TERMINATION**.

On _____, 2018 the Provider agrees to pay to the Trustee a termination fee of USD $_____ (the "Termination Fee") in consideration for the termination of the Agreement as provided herein. The parties hereby agree that upon the execution and delivery of this Termination Agreement and payment of the Termination Fee to the Trustee, the Agreement shall terminate and none of the parties shall have any further rights, duties or obligations thereunder.

The Termination Fee shall be paid to the following account of the Trustee:

[please provide wire instructions]

For and in consideration of the mutual promises contained herein and other good and valuable consideration, each of the parties to this Termination Agreement hereby irrevocably and unconditionally releases, remises, acquits, and forever discharges each of the other parties to this Termination Agreement from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands,

costs, losses, debts, compensation, advances, taxes, reimbursements and expenses, and any other claims of any kind or nature whatsoever, known or unknown, suspected or unsuspected, foreseen or unforeseen, based upon, arising out of, or relating to any agreement, transaction or occurrence from the beginning of time to the date of this Termination Agreement relating to the Agreement.

**SECTION 2. DEFINITIONS.**

All capitalized terms used in this Termination Agreement and not otherwise defined shall have the meanings set forth in the Agreement.

**SECTION 3. GOVERNING LAW.**

**THIS TERMINATION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAW WITHOUT REGARD TO CHOICE OF LAW RULES.**

**SECTION 4. HEADINGS.**

Section headings in this Termination Agreement are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Termination Agreement.

**SECTION 5. COUNTERPARTS.**

This Termination Agreement may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

**SECTION 6. REPRESENTATIONS.**

Each party hereto hereby represents and warrants to the other that this Termination Agreement has been duly authorized and has been validly executed by its duly authorized representative.

**SECTION 7. CLOSING CONDITIONS**

**Section 7.01.** The parties hereto agree that this Termination Agreement shall become effective only upon the occurrence of each of the following conditions:

(a) delivery to the Provider and the Trustee of an executed original opinion of counsel to the Issuer in the form attached hereto as Exhibit A; and

(b) delivery to the Provider of the resolution of the Issuer pursuant to which the Issuer is authorized to enter into this Termination Agreement.

**Section 7.02. Post Closing Conditions**. In the event that the Provider elects to close this Termination Agreement without requiring that all of the conditions set forth in Section 7.01 be satisfied, the Issuer covenants and agrees that it shall cause all such unsatisfied conditions to

be satisfied and cause all original executed signature pages to this Termination Agreement to be delivered to the Provider within three Business Days of the Effective Date. In the event that all such documents are not received by the Provider within three Business Days of the Effective Date, the Issuer shall pay, on demand, the fees and expenses of counsel to the Provider incurred in connection with the satisfaction of this Section 7.02.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed by their respective duly authorized representatives, all as of the date and year first written above.

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

CITY OF RAYTOWN, MISSOURI

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Provider

By: _____
Name: _____
Title: _____

**EXHIBIT A**

[LETTERHEAD OF COUNSEL TO ISSUER]

[DATE]

[Trustee]

Wells Fargo Bank, National Association
Municipal Derivatives – MAC J0127-026
375 Park Avenue
New York, NY 10152

Ladies and Gentlemen:

We have acted as counsel to _____ (the "Issuer") in connection with the execution and delivery by the Issuer of the Termination Agreement, dated as of [DATE] (the "Termination Agreement"), by and among the Issuer, _____ (the "Trustee"), and Wells Fargo Bank, National Association (the "Provider") with respect to that _____ Agreement dated as _____ (the "Original Agreement"), by and among the Issuer, the Trustee, and the Provider. Capitalized terms used herein and not defined herein have the respective meanings given to them in the Original Agreement.

In connection with the rendering of this opinion, we have examined the Original Agreement, the Termination Agreement, the Financing Documents, and such other documents, records, certificates and instruments as we have deemed necessary in connection with the rendering of this opinion (such documents are collectively referred to herein as the "Documents"). In such examination we have assumed, without any independent investigation or inquiry on our part: (i) the genuineness of all signatures (other than those of the Issuer) on each of the Documents; (ii) the legal capacity of all natural persons who have signed the Documents; (iii) the authenticity of all Documents submitted to us as originals, the conformity to the original documents of all Documents submitted to us as certified, facsimile or photostatic copies or in electronic form and the authenticity of the originals of all such Documents; (iv) that each of the parties (other than the Issuer) to the Documents has been duly formed and organized and is validly existing and in good standing under the laws of the jurisdiction of its incorporation or establishment; (v) that each of the parties (other than the Issuer) to the Documents (A) has duly authorized, executed and delivered such Documents, (B) has all requisite power and authority to enter into and perform its respective obligations under such Documents and (C) has obtained, secured or made all consents and approvals of, notice to, or registrations required with or by any governmental authorities, agencies or instrumentalities in connection with its execution, delivery and performance of, the Documents to which it is a party; (vi) the execution, delivery and

performance by each of the parties (other than the Issuer) of such Documents to which it is a party will not contravene any provision of such party's articles of incorporation, by-laws, articles of organization, operating agreement, certificate of formation, limited liability company agreement or other governing instrument; and (vii) that there are no other agreements or understandings among the parties to such Documents, written or oral, and there is no usage of trade or course of prior dealings among the parties thereto that would, in any case, define, supplement, alter or qualify the terms of such Documents. As to all matters of fact we have relied in good faith on certificates and other statements of public officials and officers and other representatives of the Issuer, and we have made no inquiries to establish or verify these or any other facts material to this opinion.

In giving the opinions expressed below we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction other than the federal laws of the United States of America and the laws of _____ (the "State"). We express no opinion as to the validity or enforceability of any choice of law, choice of forum or waiver provision contained in the Termination Agreement. We express no opinion as to the availability of equitable remedies to persons seeking to enforce the obligations of the Issuer under the Termination Agreement.

Based upon the foregoing examination and review, we are of the opinion that:

(a) The Issuer has full legal right, power and authority to enter into the Termination Agreement.

(b) The Termination Agreement has been duly authorized, executed and delivered by the Issuer.

(c) Assuming for purposes of the opinion expressed in this paragraph (c) that the Original Agreement and the Termination Agreement were governed by and construed in accordance with the law of the State, the Termination Agreement, is a legal, valid and binding obligation of the Issuer, enforceable against it in accordance with the terms thereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(d) The execution and delivery by the Issuer of the Termination Agreement, does not and will not conflict with or constitute or result in a default under, a breach or violation of, or the creation of any lien or encumbrance on any of its property under, its charter or bylaws, or the Financing Documents or any other agreement, instrument, judgment, injunction or order applicable to it or any of its property.

We are furnishing this opinion to you solely for your benefit and no other person is entitled to rely hereon. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose. This opinion is given as of the date hereof and we expressly disclaim any responsibility to update this opinion or advise you of any changes of law, facts or circumstances of any kind that may occur after the date hereof which might affect the opinion expressed herein.

Very truly yours,

**$_____**
**CITY OF RAYTOWN, MISSOURI**
**ANNUAL APPROPRIATION-SUPPORTED**
**TAX INCREMENT AND SALES TAX REFUNDING REVENUE BONDS**
**(RAYTOWN LIVE REDEVELOPMENT PLAN –**
**REDEVELOPMENT PROJECT AREA 1)**
**SERIES 2018**

December __, 2018

**BOND PURCHASE AGREEMENT**

City of Raytown, Missouri
City Hall
10000 E. 59th Street
Raytown, Missouri 64133
Attention: City Administrator

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the **"Purchaser"**), hereby offers to purchase from the City of Raytown, Missouri (the **"Issuer"**) its Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018 (the **"Bonds"**) to be issued by the Issuer under and pursuant to a resolution adopted by the Issuer on November __, 2018 (the **"Bond Resolution"**) and a Trust Indenture dated as of December 1, 2018 (the **"Indenture"**), between the Issuer and UMB Bank, N.A., as trustee (the **"Trustee"**). Capitalized terms used herein and not otherwise defined shall have the meanings specified in the Indenture or the Official Statement (as defined in **Section 3** herein).

The Bonds are to be issued by the Issuer pursuant to and in full compliance under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 and 99.865, inclusive, of the Missouri Revised Statutes, as amended (the **"TIF Act"**) for the purpose of providing funds to (1) currently refund the Refunded Bonds, (2) fund a debt service reserve fund for the Bonds and (3) pay certain costs relating to the issuance of the Bonds.

The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from (i) payments in lieu of taxes, (ii) subject to annual appropriation by the City, Economic Activity Tax Revenues, (iii) subject to annual appropriation by the CID, Net CID Sales Tax, (iv) subject to annual appropriation by the TDD, Net TDD Sales Tax, (v) subject to annual appropriation by the City, City Revenues, and (vi) certain moneys on deposit under the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in the Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional, statutory or charter limitation or provision, and shall not constitute a pledge of the full faith and credit of the City, but shall be payable solely from the funds provided for in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefor or to make any appropriation for their payment. No breach by the City of any such pledge, mortgage, obligation or

agreement may impose any liability, pecuniary or otherwise, upon the State of Missouri or any charge upon its general credit or its taxing power.

The Bonds shall mature and shall bear interest as set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this bond purchase agreement (the **"Bond Purchase Agreement"**) on or before 11:59 p.m., St. Louis time, on December __, 2018. Upon your acceptance of the offer, the following agreement will be binding upon you and the Purchaser.

The words **"Transaction Documents"** when used herein shall mean, individually and collectively, the following: the Bonds, the Bond Resolution, the Indenture, the Continuing Disclosure Undertaking of the Issuer dated December __, 2018 (the **"Continuing Disclosure Undertaking"**), this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement, the Tax Compliance Agreement and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words **"Transaction Documents"** are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. ***Purchase of the Bonds*.** Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Purchaser, all (but not less than all) of the Bonds at a purchase price of $_____, which is equal to the par amount of the Bonds of $_____, **[**plus original issue premium / less original issue discount**]** of $_____ and less Purchaser's discount of $_____ (the **"Purchase Price"**).

The Issuer acknowledges and agrees that (a) the primary role of the Purchaser is to purchase the Bonds for resale to investors in an arm's-length commercial transaction between the Issuer and the Purchaser, and the Purchaser has financial and other interests that differ from those of the Issuer; (b) the Purchaser is acting solely as principal and are not acting as municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services to the Issuer on other matters); (c) the only obligations the Purchaser has with respect to its role as Purchaser with respect to the transaction contemplated hereby are expressly set forth in this Bond Purchase Agreement; and (d) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. ***Public Offering*.** The Purchaser intends to make a bona fide initial public offering of all of the Bonds at prices no higher than, or yields no lower than, set forth on **Schedule I**; provided, however, that the Purchaser reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Purchaser agrees to notify the Issuer of such changes that occur prior to Closing (as defined herein), but failure to so notify shall not invalidate such changes. The Purchaser may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Purchaser also reserves the right to (a) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (b) discontinue such stabilizing, if commenced, at any time without prior notice.

The Purchaser agrees to assist the Issuer and Bond Counsel in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate (the **"Issue Price Certificate"**), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

The Issuer will treat the first price or prices at which 10% of each maturity of the Bonds (the **"10% Test"**) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Purchaser shall report to the Issuer and Bond Counsel the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Purchaser agrees to promptly report to the Issuer and Bond Counsel the prices at which it sells the unsold Bonds of that maturity to the public. This reporting obligation shall continue, whether or not the Closing has occurred, until either (a) the Purchaser has sold all Bonds of that maturity or (b) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Purchaser's reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

The Purchaser confirms that:

(a) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) (A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Purchaser, and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Purchaser,

(ii) to promptly notify the Purchaser of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Purchaser shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(b) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser or the dealer that the 10% test has

been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Purchaser or the dealer, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Purchaser or the dealer and as set forth in the related pricing wires.

The Issuer acknowledges that, in making the representations set forth in this section, the Purchaser will rely on (a) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (b) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Purchaser shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

The Purchaser acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of the above:

(a) ***"public"*** means any person other than an underwriter or a related party,

(b) ***"underwriter"*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(c) a purchaser of any of the Bonds is a ***"related party"*** to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) ***"sale date"*** means the date of execution of this Bond Purchase Agreement by all parties.

3. ***Preliminary Official Statement, Official Statement and Continuing Disclosure Certificate.*** The Issuer hereby agrees to deliver to the Purchaser, within seven business days after the date hereof, the Official Statement, dated December __, 2018 relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included

therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds are herein called the **"Official Statement"**) executed on behalf of the Issuer by duly authorized officials in such quantity that the Purchaser may reasonably request to enable the Purchaser to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board, the Securities and Exchange Commission and any state regulatory authority. The Issuer will take all actions and provide all information reasonably requested by the Purchaser to ensure that the Official Statement at all times during the initial offering and distribution of the Bonds does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading.

The Issuer consents to the use by the Purchaser (subject to the right of the Issuer to withdraw such consent for cause by written notice to the Purchaser) prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated December __2018 (the **"Preliminary Official Statement"**), in connection with the proposed offering of the Bonds. The Issuer hereby deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the **"Rule"**), such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters. The Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading.

In order to assist the Purchaser in complying with the Rule, the Issuer will undertake, pursuant to the Continuing Disclosure Undertaking, to provide annual financial information, semi-annual financial information and notices of the occurrence of specified events. The form of the Continuing Disclosure Undertaking is set forth in the Preliminary Official Statement and the Official Statement.

No tombstone or other advertisement by the purchaser of the sale of the Bonds shall be published unless such tombstone or other advertisement is submitted first to the Issuer and the Issuer approves such tombstone or other advertisement in writing.

4. ***Issuer's Representations, Covenants and Warranties*.** The Issuer hereby represents, covenants and warrants to the Purchaser that:

(a) The Issuer is, and as of the Closing (as defined in **Section 5** herein) will be, a fourth class city and a political subdivision duly organized and validly existing under the Constitution and laws of the State.

(b) The Issuer has, and as of the Closing will have, all necessary power and authority to (i) execute and deliver this Bond Purchase Agreement and the other Transaction Documents, (ii) issue the Bonds in the manner contemplated by the Bond Resolution, the Indenture and this Bond Purchase Agreement and (iii) otherwise consummate the transactions contemplated by the Indenture, the Bond Resolution, this Bond Purchase Agreement and the other Transaction Documents.

(c) The Issuer has duly adopted the Bond Resolution at a meeting duly called and held in accordance with applicable law and procedures of the Issuer, and since that time the Bond Resolution has not been rescinded, amended or modified.

(d) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized the (i) execution and delivery of this Bond Purchase Agreement, the Bonds and the other Transaction Documents, (ii) performance by the Issuer of the obligations contained in the Bonds and in the other Transaction Documents and (iii) consummation by the Issuer of all of the transactions contemplated hereby and by Transaction Documents.

(e) Assuming the valid authorization, execution and delivery of this Bond Purchase Agreement and the other Transaction Documents by the other parties hereto and thereto and the authentication of the Bonds by the Trustee, this Bond Purchase Agreement is, and the other Transaction Documents will be, the legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity, or by laws affecting political subdivisions generally.

(f) All consents, approvals, orders or authorizations of, notices to, or filings, registrations or declarations with any court or governmental authority, board, agency, commission or body having jurisdiction which are required by or on behalf of the Issuer for the execution and delivery by the Issuer of this Bond Purchase Agreement and the other Transaction Documents or the Bonds, or the consummation by the Issuer of the transactions contemplated hereby or thereby, have been obtained or will be obtained prior to Closing.

(g) The execution and delivery by the Issuer of this Bond Purchase Agreement, the Bonds and the other Transaction Documents, and the consummation by the Issuer of the transactions contemplated hereby and thereby are not prohibited by, do not violate any provision of, and will not result in the breach of or default under (i) the TIF Act, the Constitution of the State or the organizational documents of the Issuer, (ii) any applicable law, rule, regulation, judgment, decree, order or other requirement applicable to the Issuer, or (iii) any contract, indenture, agreement, mortgage, lease, note, commitment or other obligation or instrument to which the Issuer is a party or by which the Issuer or its properties is bound.

(h) There is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending of which the Issuer has received notice or service of process, or, to the Issuer's knowledge, threatened against or affecting the Issuer or its officers, in their respective capacities as such, or, to the best knowledge of the Issuer, any basis therefor, (i) which would restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Indenture, (ii) which would in any way contest or affect the organization or existence of the Issuer or the entitlement of any officers of the Issuer to their respective offices or (iii) which may reasonably be expected to contest or have a material and adverse effect upon (A) the due performance by the Issuer of this Bond Purchase Agreement or the other Transaction Documents or the transactions contemplated hereby or thereby, or (B) the validity or enforceability of the Bonds, the Bond Resolution, this Bond Purchase Agreement, the other Transaction Documents or any other agreement or instrument to which the Issuer is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby and thereby. The Issuer is not subject to any judgment, decree or order entered in any lawsuit or proceeding brought against it that would have such an effect.

(i) Other than the Transaction Documents, the Issuer has not entered into any contract or arrangement that might give rise to any lien or encumbrance on the revenues or other assets, properties, funds or interests pledged pursuant to the Indenture.

(j) The information contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and does not, and at the Closing will not, omit to state any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading. Notwithstanding the foregoing, the Issuer makes no representation or warranty (express or implied) as to the accuracy or completeness of any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinion set forth in the Official Statement.

(k) The Issuer agrees to reasonably cooperate with the Purchaser in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Purchaser in obtaining such qualifications, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Purchaser. The Purchaser shall pay all expenses and costs (including registration and filing fees and legal fees of disclosure counsel) incurred in connection therewith.

5. ***Closing.*** Prior to or at 12:00 noon, Kansas City, Missouri time, on December __, 2018 or at such other time or such other date as shall have been mutually agreed upon by the Issuer and the Purchaser (the **"Closing Time"**), the Issuer will deliver, or cause to be delivered, to the Purchaser, the Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the Purchase Price of the Bonds by delivery to the Issuer by electronic transfer of funds immediately available in Kansas City, Missouri in an amount equal to the Purchase Price set forth in **Section 1** hereof.

Payment and delivery of the Bonds as aforesaid shall be made on or before the Closing Time to the Issuer by electronic transfer of immediately available funds in the Issuer, or by such other arrangement as shall have been mutually agreed upon by the Issuer and the Purchaser. Such payment and delivery are herein called the **"Closing."** The Bonds will be delivered in denominations as set forth in the Indenture as definitive bonds in fully registered form, and in such amounts as the Purchaser may request not less than five (5) Business Days prior to the Closing. The Bonds shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company (**"DTC"**). The Bonds shall be delivered to and held by the Trustee in accordance with DTC's FAST procedures for the benefit of DTC at the Closing Time.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for any Bonds.

6. ***Events Permitting Purchaser to Terminate.*** The Purchaser shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Purchaser, by written notice to the Issuer if, between the date of this Bond Purchase Agreement and the Closing, in the Purchaser's sole and reasonable judgment, any of the following events shall occur (each, a **"Termination Event"**):

(a) (i) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or (ii) other action or events shall have occurred or transpired, any of the foregoing of which has the purpose or effect, directly or indirectly, of materially adversely affecting the market for the Bonds or the ability of the Purchaser to enforce contracts for the sale of the Bonds at the contemplated offering price; or

(b) there shall exist any fact or any event shall have occurred which either (i) makes untrue or incorrect any statement of a material fact or material information contained in the Official Statement as then amended or supplemented or (ii) is not reflected in the Official Statement as then amended or supplemented but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and the Issuer declines to amend or supplement the Official Statement; or

(c) there shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States being such as would materially adversely affect the market for the Bonds or the ability of the Purchaser to enforce contracts for the sale of the Bonds at the contemplated offering prices (it being agreed by the Purchaser that there is no outbreak or escalation of hostilities or any such national or international calamity or crisis of such a character as of the date hereof); or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange or a general banking moratorium shall have been declared by federal, State or New York authorities, the effect of which on the financial markets of the United States is such as would materially adversely affect the market for the Bonds or the ability of the Purchaser to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(e) there shall have occurred since the date of the Official Statement any material adverse change in the affairs of the Issuer from that contained in the Official Statement not otherwise disclosed in the Official Statement and the Issuer declines to amend or supplement the Official Statement; or

(f) legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States shall be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, the effect of which is that (i) the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the **"1933 Act"**), and as then in effect, or the Securities Exchange Act of 1934, as amended (the **"1934 Act"**), and as then in effect, or (ii) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended, and as then in effect; or

(g) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Bonds, as contemplated herein or in the Preliminary Official Statement or the Official Statement, is in violation of any provision of the 1933 Act as then in effect, the 1934 Act as then in effect, or the Trust Indenture Act of 1939, as amended, and as then in effect; or

(h) the Official Statement is not executed, approved and delivered in accordance with **Section 3** above; or

(i) in the reasonable opinion of the Purchaser, the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, might be adversely affected because: (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental board or by any national securities exchange, (ii) the New York Stock Exchange or other national securities exchange, or any governmental commission, shall impose, as to the Bonds or similar obligations, any material restrictions which are neither now in force nor have been announced to become effective prior to the Closing, or increase materially those now in force or so announced, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters, (iii) the President of the United States of America, a member of his cabinet or the Securities and Exchange Commission, including a lesser official acting on the behalf of any of them, or a member of the Congress, shall have announced the intended introduction of legislation to achieve the same effect as that described in subsection (a) or (f) of this **Section 6**, or

(j) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, the other Transaction Documents, or powers of the Issuer or any of the transactions described herein or in the Official Statement; or

(k) a material disruption in securities settlement, payment or clearance services shall have occurred.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Purchaser, all obligations of the Issuer and the Purchaser under this Bond Purchase Agreement shall terminate, without further liability, except that obligations of the Issuer and the Purchaser as set forth in **Section 10** and **Section 14** of this Bond Purchase Agreement shall not terminate and shall continue after termination of this Bond Purchase Agreement.

7. **Conditions to Closing.** The obligations hereunder of each party hereto shall be subject to the performance by the other party of its obligations to be performed hereunder at and prior to the Closing Time, the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser and the Issuer, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds and any other funds of the Issuer anticipated to be transferred to the Trustee shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the Issuer shall have duly adopted and there shall be in full force and effect such ordinances and resolutions as, in the opinion of Kutak Rock LLP, Kansas City, Missouri (herein called **"Bond Counsel"**), shall be necessary in connection with the transactions contemplated hereby, (iv) the Issuer shall have undertaken, pursuant to the Continuing Disclosure Undertaking, to provide semi-annual and annual reports and notices of certain events, and (v) at the Closing Time, each of the representations and warranties of the Issuer contained herein and in the Transaction Documents

and all other documents executed by the Issuer in connection with the Bonds shall be true, correct and complete.

(b) At or prior to the Closing Time, the Purchaser and the Issuer shall have received counterparts, copies or certified copies (as appropriate) of the following documents, certificates and opinions in form and substance satisfactory to the Issuer, Bond Counsel, the Purchaser and Thompson Coburn LLP (**"Counsel to the Purchaser"**):

(i) *Approving Opinion*. The unconditional approving opinion of Bond Counsel, in substantially the form attached as an appendix to the Official Statement, dated the date of Closing, addressed to, or with reliance letters to, the Issuer, the Trustee and the Purchaser, relating to the due authorization, execution and delivery of the Bonds, the status of the interest on the Bonds for Federal and State income tax purposes and certain other matters.

(ii) *Supplemental Opinion*. An opinion of Bond Counsel, in substantially the form attached hereto as **Exhibit B**, dated the date of Closing, addressed to the Issuer and the Purchaser, to the effect that the Bonds are exempt from registration under the 1933 Act and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, and that no facts have come to the attention of Bond Counsel which have caused Bond Counsel to believe that certain information in the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iii) *Issuer Counsel Opinion*. The opinion of Kutak Rock LLP., Kansas City, Missouri (**"Counsel to the Issuer"**) in substantially the form attached hereto as **Exhibit C**, dated the date of Closing, addressed to the Issuer, the Trustee, and the Purchaser.

(iv) *Opinion of Counsel to the Purchaser*. The opinion of Counsel to the Purchaser, dated the date of Closing, addressed to the Purchaser.

(v) *Issuer Certificate*. A certificate of the Issuer, dated the date of Closing, signed by an official of the Issuer.

(vi) *Trustee Certificate*. A certificate of the Trustee, dated the date of Closing, signed by an officer of the Trustee.

(vii) *Official Statement*. The Official Statement authorized and approved on behalf of the Issuer by a duly authorized official of the Issuer.

(viii) *Bond Resolution*. The Bond Resolution duly adopted by the Issuer.

(ix) *Indenture*. The Indenture, duly executed by the Issuer and the Trustee.

(x) *Continuing Disclosure Undertaking*. The Continuing Disclosure Undertaking duly executed by the Issuer.

(xi) *Other Certificates*. Other certificates listed on a closing agenda to be approved by Bond Counsel, and the Purchaser, including any certificates or

representations of the Issuer, required in order for Bond Counsel to deliver the opinion referred to in **Section 7(b)(1)** of this Bond Purchase Agreement.

(xii) *Issuer Receipt*. A receipt of the Issuer for the Purchase Price of the Bonds, which may be included in the Issuer Certificate referred to in **Section 7(b)(vi)** of this Bond Purchase Agreement;

(xiii) *Blue Sky Memoranda*. Blue Sky memoranda prepared by Counsel to the Purchaser in connection with the issuance of the Bonds; and

(xiv) *Additional Documents*. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Purchaser, Counsel to the Issuer, Counsel to the Purchaser, or Counsel to the Developer may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

Unless performance is waived by the party or parties for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Purchaser or the Issuer shall be under further obligation hereunder, except that the obligations of the Issuer and the Purchaser as provided in **Section 10** and **Section 14** hereof shall continue in full force and effect.

8. ***Conditions to Issuer's Obligations.*** The obligations of the Issuer hereunder are subject to the performance by the Purchaser of its obligations hereunder.

9. ***Survival of Representations, Warranties and Agreements.*** All representations, warranties and agreements of the Issuer and the Purchaser, respectively, shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing.

10. ***Expenses.*** If the Bonds are sold to the Purchaser by the Issuer on or prior to the Closing Time, the Issuer shall pay out of the proceeds of the Bonds the following expenses incident to the performance of its obligations hereunder: (a) the cost of the preparation, printing and distribution of the Transaction Documents (for distribution on or subsequent to the date of execution of this Bond Purchase Agreement), including a reasonable number of copies of the Preliminary Official Statement; (b) the cost of the preparation of the Official Statement, together with a reasonable number of copies thereof; (c) the cost of preparation and printing of the definitive Bonds; (d) the fees and expenses of Bond Counsel, Counsel to the Issuer, Counsel to the Purchaser, Counsel to the Developer (to the extent related to the issuance of the Bonds), the Trustee, the revenue consultant and any other experts or consultants retained by the Issuer or the Purchaser, (e) all advertising expenses in connection with the public offering of the Bonds, (f) all other expenses of the Purchaser related to the marketing and sale of the Bonds, including Ipreo, CUSIP Global Services, cost of capital day loan and DTC, except those to be paid by the Purchaser pursuant to the last paragraph of this Section, and (g) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and the initial offering and sale of the Bonds.

If the Bonds are sold to the Purchaser by the Issuer on or prior to the Closing Time, the Issuer shall pay out of the proceeds of the Bonds the discount of the Purchaser or the Purchase Price paid for the Bonds shall reflect such discount.

Except as otherwise provided above in this **Section 10**, the Purchaser shall pay its own expenses, including but not limited to, (i) all expenses incurred to qualify the Bonds for sale under any Blue Sky laws and (ii) any other expenses incurred by the Purchaser in connection with the public offering and distribution of the Bonds not otherwise paid as provided in the first paragraph of this **Section 10**.

11. ***Amendments to Official Statement.*** If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the Issuer shall occur as a result of which it is necessary, in the opinion of Bond Counsel or the Purchaser, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the Issuer will forthwith prepare and furnish to the Purchaser a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Purchaser) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section the Issuer will furnish to the Purchaser such information with respect to the Issuer as the Purchaser may from time to time reasonably request.

12. ***Third Party Beneficiary.*** The Issuer agrees that the Purchaser is and shall be a third party beneficiary of any and all representations and warranties made by the Issuer in the Transaction Documents, to the same effect as if the Issuer had made such representations and warranties to the Purchaser in this Bond Purchase Agreement.

13. ***Notices.*** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to the Purchaser at the following address:

Stifel, Nicolaus & Company, Incorporated
501 North Broadway, 10th Floor
St. Louis, Missouri 63102
Attn: Public Finance Department

14. ***Indemnification***.

(a) *Issuer*. To the extent permitted by law and without waiving any rights of sovereign immunity that may exist, the Issuer agrees to indemnify and hold harmless the Purchaser and each person, if any, who controls the Purchaser (within the meaning of the 1933 Act) against any and all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation) caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in any amendment or supplement thereto, caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) *Purchaser*. The Purchaser agrees to indemnify and hold harmless the Issuer to the same effect as the foregoing indemnity from the Issuer to the Purchaser, but only with respect to information furnished by or on behalf of the Purchaser expressly for use in connection with the Preliminary Official Statement or the Official Statement and appearing therein under the heading **"UNDERWRITING."**

15. ***Successors*.** This Bond Purchase Agreement is made for the benefit of the Issuer and the Purchaser (including the successors or assigns of the Purchaser) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

16. ***Governing Law*.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

17. ***Effectiveness*.** This Bond Purchase Agreement shall become effective upon your acceptance hereof.

18. ***Counterparts*.** This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

19. ***Electronic Transactions*.** The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

20. ***Captions*.** The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY, INCORPORATED**

By: _____
Martin J. Ghafoori
Director

Accepted and agreed to as of
the date first above written:

**CITY OF RAYTOWN, MISSOURI**

By: _____
Name: _____
Title: _____

**SCHEDULE I TO PURCHASE CONTRACT**

**MATURITY SCHEDULE**

$_____ _____% Term Bond due _____ 1, 20__ – Price: _____%; Yield: _____%

$_____ _____% Term Bond due _____ 1, 20__ – Price: _____%; Yield: _____%

**REDEMPTION PROVISIONS**

[Remainder of page intentionally left blank]

**EXHIBIT A**
**TO**
**BOND PURCHASE AGREEMENT**

UNDERWRITER'S RECEIPT FOR BONDS AND ISSUE PRICE CERTIFICATE

This Certificate is furnished by the undersigned in connection with the sale and issuance of the $_____ aggregate principal amount of Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018 (the **"Bonds"**) of the City of Raytown, Missouri (the **"Issuer"** or the **"City"**), to assist in establishing, among other things, the "issue price" of the Bonds (and thus, the "yield" thereon) within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the **"Code"**), and the Treasury Regulations thereunder.

THE UNDERSIGNED HEREBY CERTIFIES as follows:

1. ***Bond Purchase Agreement.*** On December __, 2018 (the **"Sale Date"**), the undersigned and the Issuer executed a Bond Purchase Agreement (the **"Bond Purchase Agreement"**) in connection with the sale of the Bonds. The undersigned has not modified the Bond Purchase Agreement since its execution on the Sale Date.

2. ***Issue Price.***

(a) On or before the Sale Date, the Underwriters offered all of the Bonds to the Public in a *bona fide* initial offering at the initial public offering prices listed on **Schedule A** (the **"Initial Offering Prices"**).

(b) As of the date of this certificate, for each Maturity, the price or prices at which the first 10% of each Maturity was sold to the Public is the Initial Offering Prices and all of the Bonds comprising the first 10% of sales for each Maturity were sold at the same price.

3. ***Defined Terms.***

(a) ***"Issuer"*** means the City of Raytown, Missouri.

(b) ***"Maturity"*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) ***"Public"*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party to an underwriter. A purchaser of any of the Bonds is a **"related party"** to an Underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) ***"Underwriter"*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

4. ***Reliance.*** The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Agreement dated December ___, 2018 and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

**STIFEL, NICOLAUS & COMPANY, INCORPORATED**

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

Dated: December __, 2018

**EXHIBIT B**

**FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL**

**EXHIBIT C**

**FORM OF OPINION OF COUNSEL TO THE ISSUER**

# TRUST INDENTURE

between

**THE CITY OF RAYTOWN, MISSOURI**

and

**UMB BANK, N.A.,**
as Trustee

**$[PRINAMT]**
**City of Raytown, Missouri**
**Annual Appropriation-Supported**
**Tax Increment and Sales Tax Refunding Revenue Bonds**
**(Raytown Live Redevelopment Plan – Redevelopment Project Area 1)**
**Series 2018**

Dated as of December 1, 2018

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# TRUST INDENTURE

**THIS TRUST INDENTURE** (the "Indenture"), entered into as of December 1, 2018, between the **CITY OF RAYTOWN, MISSOURI**, a fourth class city and political subdivision of the State of Missouri (the "Issuer" or the "City"), and **UMB Bank, N.A.,** a national banking association duly organized and existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set out under the laws of the State of Missouri, and having its principal corporate trust office located in the City of Kansas City, Missouri, as trustee (the "Trustee");

## RECITALS

**1.** The Issuer is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Missouri Revised Statutes, as amended (the "**TIF Act**"), to issue bonds for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such bonds.

**2.** The Board of Aldermen of the Issuer previously created the Tax Increment Financing Commission of the City of Raytown, Missouri (the "**Commission**") and empowered the Commission to exercise those powers and fulfill such duties as are required or authorized for the Commission under the TIF Act.

**3.** A plan for redevelopment known as the "Raytown Live Tax Increment Financing Plan" (the "**Original Redevelopment Plan**") for an area designated therein as the Redevelopment Area, consisting of approximately 30.5 acres of land located in the City, and which contemplated four redevelopment projects within the Redevelopment Area which would be designated as redevelopment projects in accordance with the TIF Act, was prepared and reviewed by the Commission.

**4.** On February 15, 2005, the Commission recommended that the Issuer approve the Original Redevelopment Plan and that the Issuer select Raytown 350 Inv Group LLC ("**Raytown 350**") to implement the Original Redevelopment Plan.

**5.** Pursuant to Ordinance No. 5020-05, adopted by the Board of Aldermen of the Issuer on March 15, 2005, the Issuer approved the Original Redevelopment Plan, declared the Redevelopment Area to be a blighted area in accordance with the TIF Act, selected Raytown 350 to implement the Original Redevelopment Plan and approved the Tax Increment Financing Redevelopment Agreement between the Issuer and Raytown 350 (the "**Original Redevelopment Agreement**") for the implementation of the Original Redevelopment Plan.

**6.** Approval of the Original Redevelopment Plan was conditioned upon the Issuer and the Raytown C-2 School District (the "**School District**") entering into a mutually acceptable cooperative agreement that establishes the rights, duties and obligations of the parties regarding the School District Relocation Fund, as defined in the Original Redevelopment Agreement.

**7.** On December 20, 2005, the Board of Aldermen of the Issuer adopted Ordinance No. 5080-05 pursuant to which the Issuer and the School District entered into a mutually acceptable cooperative agreement.

**8.** On October 3, 2006, the Board of Aldermen of the Issuer adopted Ordinance No. 5148-06, that approved amendments to the Original Redevelopment Plan (the Original Redevelopment Plan, as amended, is referred to herein as the "**Redevelopment Plan**"), which, among other things, provides that the Redevelopment Area will be developed as three distinct redevelopment project areas, as described

therein, and the Board of Aldermen of the Issuer also adopted an ordinance approving amendments to the Original Redevelopment Agreement.

**9.** On May 22, 2007, the Board of Aldermen of the Issuer adopted (1) Ordinance No. 5228-07 approving Redevelopment Project 1 as described in the Redevelopment Plan for Redevelopment Project Area 1 and adopting tax increment financing within Redevelopment Project Area 1, (2) Ordinance No. 5212-07 approving further amendments to the Redevelopment Agreement (the Original Redevelopment Agreement, as amended, is referred to herein as the "**Raytown 350 Redevelopment Agreement**"), which provides, among other things, that Raytown 350 will assign its development rights with respect to Redevelopment Project Area 1 to the Issuer, (3) Ordinance No. 5217-07 approving amendments to the cooperative agreement with the School District (as amended, the "**School District Agreement**"), (4) Ordinance No. 5230-07 approving an Assignment of Certain Rights Under Second Amended and Restated Redevelopment Agreement pursuant to which Raytown 350 assigns all of its rights, title and interest in Redevelopment Project 1 and Redevelopment Project Area 1 to the Issuer, and (5) Ordinance No. 5229-07 approving a redevelopment agreement with respect to Redevelopment Project Area 1 with Wal-Mart Stores, Inc. (the "**Wal-Mart Redevelopment Agreement**").

**10.** Pursuant to the Community Improvement District Act, Sections 67.1400 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended, (the "**CID Act**"), and Ordinance No. 5201-07 adopted by the Issuer on March 27, 2007, the Issuer approved the formation of the Highway 350 Community Improvement District (the "**CID**"), as a political subdivision for the purpose of financing a portion of the costs of certain public improvements within the Redevelopment Area.

**11.** Pursuant to Resolution No. 2007-05 adopted and approved by the Board of Directors of the CID on April 5, 2007, the CID authorized imposition of a seven-eighths of one percent sales tax for a period of 30 years from the date on which the sales tax is first imposed (the "**CID Sales Tax**"), as further defined herein, upon approval of the qualified voters within the CID, for the purpose of providing revenue to pay a portion of the costs of certain public improvements within Redevelopment Project Area 1.

**12.** Pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.275, inclusive, of the Revised Statutes of Missouri, as amended (the "**TDD Act**"), The Raytown Highway 350 Transportation Development District (the "**TDD**"**),** has been formed as a political subdivision of the State of Missouri for the purpose of financing a portion of the costs of certain transportation improvements within and benefiting Redevelopment Project Area 1.

**13.** Pursuant to Resolution No. 2007-06 adopted and approved by the Board of Directors of the TDD on May 9, 2007, the TDD authorized a one-eighth of one percent sales tax for a period of 30 years from the date on which the sales tax is first imposed (the "**TDD Sales Tax**"), as further defined herein, for the purpose of providing revenue to pay a portion of the costs of certain transportation improvements within and benefiting Redevelopment Project Area 1.

**14.** On May 22, 2007, the Board of Aldermen of the Issuer adopted (1) Ordinance No. 5226-07, which approved an agreement between the CID and the Issuer, (the "**CID Agreement**") pursuant to which the CID agreed to transfer, upon approval of the CID Sales Tax by the qualified voters in the CID and subject to annual appropriation, the Net CID Sales Tax (as defined herein) to the Trustee to be used to pay a portion of the debt service on Obligations (as defined therein) which includes the herein-defined Series 2007 Bonds and herein-defined Bonds, and (2) Ordinance No. 5227-07, which approved an agreement between the Issuer and the TDD (the "**TDD Agreement**") pursuant to which the Issuer agreed to collect the TDD Sales Tax on behalf of the TDD and the TDD agreed to transfer, or cause the transfer of, subject to annual appropriation, the Net TDD Sales Tax (as defined herein) to the Trustee to be used to pay a portion of the debt service on Obligations which includes the Series 2007 Bonds and the Bonds.

**15.** The Issuer previously issued its $39,990,000 aggregate principal amount of Annual Appropriation-Supported Tax Increment and Sales Tax Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2007 (the "**Series 2007 Bonds**") for the purpose of providing funds to (1) pay for certain Redevelopment Project Costs (as defined in the Wal-Mart Redevelopment Agreement) incurred or to be incurred in connection with Redevelopment Project 1, (2) fund capitalized interest on the Series 2007 Bonds, (3) fund a debt service reserve fund for the Series 2007 Bonds, and (4) pay costs related to the issuance of the Series 2007 Bonds.

**16.** The Issuer has determined that it is in the best interest to refund all the outstanding Series 2007 Bonds in the principal amount of $31,240,000 (the "**Refunded Bonds**") by the issuance of the Issuer's Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018 (the "**Bonds**") for the purpose of providing funds to (1) refund the Refunded Bonds, (2) fund a debt service reserve fund for the Bonds and (3) pay costs related to the issuance of the Bonds.

**17.** On November 20, 2018, the Board of Aldermen of the Issuer passed Ordinance No. _____ (the "**Bond Ordinance**"), authorizing the issuance of the Bonds pursuant to this Indenture for the above purposes.

**18.** All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid, legal and binding obligations of the Issuer, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues made herein for the security of the payment of 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 of this Indenture, have in all respects been duly authorized.

## GRANTING CLAUSES

To declare the terms and conditions upon which Bonds are to be authenticated, issued and delivered and to secure the payment of 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 contained in this Indenture and in the Bonds, and in consideration of the premises, the acceptance by the Trustee of the trusts created by this Indenture, the purchase and acceptance of the Bonds by the owners thereof, the Issuer hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a security interest to the Trustee in, the property described in paragraphs (a), (b) and (c) below (said property referred to herein as the "Trust Estate"):

(a) All Pledged Revenues; and

(b) All other moneys and securities from time to time held by the Trustee under the terms of this Indenture (excluding amounts held in the Rebate Fund, as hereinafter defined), and any and all other property (real, personal or mixed) 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.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Indenture for the equal and pro rata benefit and security of each and every owner of Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection of this Indenture of one Bond over or from the others, except as otherwise expressly provided herein.

NOW, THEREFORE, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective owners of the Bonds, that all Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

## ARTICLE I

## DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.01. Definitions of Words and Terms**. For all purposes of this Indenture, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Indenture shall have the following meanings:

"**Board of Aldermen**" means the Board of Aldermen of the City of Raytown, Missouri.

"**Bond" or "Bonds**" means the Bonds issued pursuant to this Indenture.

"**Bond Counsel**" means Kutak Rock LLP, or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, which is selected by the Issuer and acceptable to the Trustee.

"**Bond Issuance Date**" means December 4, 2018.

**"Bond Ordinance"** means Ordinance No. _____ of the Issuer passed on November 20, 2018 authorizing the issuance of the Bonds.

"**Bond Purchase Agreement**" means the Bond Purchase Agreement between the Issuer and the Original Purchaser of the Series 2018 Bonds.

"**Bondowner**," "**Owner**," "**Bondholder**" or "**Holder**" means, as of any time, the registered owner of any Bond as shown in the register kept by the Trustee as bond registrar.

"**Business Day**" means a day, other than a Saturday, Sunday or holiday, on which the Trustee and any Paying Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its business.

"**Cede & Co**." means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"**CID**" means the Highway 350 Community Improvement District, established as a political subdivision of the State of Missouri for the purpose of financing a portion of the costs of certain public improvements within the Redevelopment Area.

"**CID Act**" means the Community Improvement District Act, Section 67.1400 through 67.1571, inclusive, of the Revised Statues of Missouri, as amended.

"**CID Administrative Costs**" means overhead expenses of the CID including without limitation the following: (1) reimbursement of the Board of Directors for actual expenditures incurred in the performance of authorized duties on the behalf of the CID, (2) costs related to any authorized indebtedness of the CID, including the issuance and repayment of obligations, and (3) any other costs or expenses

incurred by the CID in the exercise of the powers granted under the CID Act, including accounting, auditing, legal, insurance, and clerical support, as determined by the CID's Board of Directors, which expenses shall not exceed $25,000 per fiscal year, as adjusted for inflation as provided in the CID Agreement.

"**CID Agreement**" means the agreement dated May 23, 2007, between the CID and the Issuer pursuant to which the CID agrees, among other things, to transfer, upon approval of the CID Sales Tax by the qualified voters in the CID and subject to annual appropriation by the CID, the Net CID Sales Tax revenues to the Trustee to be used to pay a portion of the debt service on the Bonds.

"**CID Sales Tax**" means, initially, the seven-eighths of one percent (7/8%) sales and use tax levied by the CID and authorized up to a maximum amount of one percent (1%), for a period of 30 years from the date such tax was first imposed, pursuant to a resolution of the Board of Directors of the CID and levied pursuant to Section 67.1545 of the Revised Statutes of Missouri, as amended, on all retail sales made within the CID that are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors, and sales to public utilities, the proceeds of which the CID will deposit into the CID Sales Tax Trust Fund held by the CID and which may be used to pay a portion of the costs of Redevelopment Project 1, including, upon transfer by the CID to the Trustee pursuant to the terms of the CID Agreement and this Indenture, to pay the principal of, premium, if any, and interest on the Bonds, subject to annual appropriation by the Board of Directors of the CID. The CID Agreement provides that only CID Sales Tax moneys generated within Redevelopment Project Area 1 will be pledged to the repayment of the Bonds, except that CID Revenues (as defined in the CID Agreement) generated within Redevelopment Project Area 2 (as defined in the CID Agreement) from sales from the Westlake Hardware store will also be pledged, subject to annual appropriation by the Board of Directors of the CID.

"**CID Sales Tax Trust Fund**" means the trust fund established by the CID pursuant to the CID Act, that is held and administered by the CID and into which the CID will deposit, upon approval by the qualified voters in the CID, all CID Sales Tax revenues upon receipt thereof pursuant to the terms of the CID Agreement.

"**City Revenues**" means all legally available funds appropriated by the Issuer pursuant to **Section 6.08** hereof for the payment of the principal of and interest on the Bonds, excluding TIF Revenues, that are deposited into the City Revenues Account of the Revenue Fund.

"**City Revenues Account**" means the account by that name in the Revenue Fund created by **Section 4.01** of this Indenture.

"**Continuing Disclosure Undertaking**" means the Continuing Disclosure Undertaking of the Issuer relating to the Bonds, as from time to time amended in accordance with the provisions thereof.

"**Costs of Issuance**" means issuance costs with respect to the Bonds described in Section 147(g) of the Internal Revenue Code and any regulations thereunder, including but not limited to the following:

(a) underwriter's spread of the Original Purchaser (whether realized directly or derived through purchase of Bonds at a discount below the price at which they are expected to be sold to the public);

(b) counsel fees (including bond counsel, underwriter's counsel, Issuer's counsel, as well as any other specialized counsel fees incurred in connection with the borrowing);

(c) financial advisor fees of any financial advisor to the Issuer incurred in connection with the issuance of the Bonds;

(d) rating agency fees;

(e) trustee, escrow agent and paying agent fees;

(f) accountant fees and other expenses related to issuance of the Bonds;

(g) printing costs (for the Bonds and of the preliminary and final Official Statement relating to the Bonds); and

(h) other fees and expenses of the Issuer incurred in connection with the issuance of the Bonds.

"**Costs of Issuance Fund**" means the fund by that name created by **Section 4.01** of this Indenture.

"**Debt Service Fund**" means the fund by that name created by **Section 4.01** of this Indenture.

"**Debt Service Reserve Fund**" means the fund by that name created in **Section 4.01** hereof.

"**Debt Service Reserve Requirement**" means the sum of $_____.

"**Default**" means any event or condition which constitutes, or with the giving of any requisite notice or upon the passage of any requisite time period or upon the occurrence of both would constitute, an event of default under the Indenture.

"**Defeasance Obligations**" means:

(a) Government Obligations which are not subject to redemption prior to maturity; or

(b) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations); or

(c) Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities; or

(d) the interest component of Resolution Funding Corp. (REFCORP) strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form; or

(e) Pre-refunded municipal obligations meeting the requirements of paragraph (j) of the definition of Permitted Investments; or

(f) Obligations issued by the following agencies which are backed by the full faith and credit of the United States: (i) U.S. Export-Import Bank (Eximbank), Direct obligations or fully guaranteed certificates of beneficial ownership; (ii) Farmers Home Administration (FmHA), Certificates of beneficial ownership; (iii) Federal Financing Bank; (iv) General Services Administration, Participation certificates; (iv) U.S. Maritime Administration, Guaranteed Title XI financing; (v) U.S. Department of Housing and Urban Development (HUD), Project Notes, Local Authority Bonds, New Communities Debentures - U.S. government guaranteed debentures, and U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds.

"**Department**" means the Missouri Department of Economic Development.

"**Economic Activity Taxes**" or "**EATs**" means fifty percent (50%) of the total additional revenue from taxes which are imposed by the Issuer or any other taxing districts (as that term is defined in the TIF Act) and which taxes are generated by economic activities within Redevelopment Project Area 1 over the amount of such taxes generated by economic activities within such Redevelopment Project Area 1 in the calendar year preceding the adoption of tax increment financing for the Redevelopment Project Area 1 while tax increment financing remains in effect (subject to annual appropriation by the Issuer as provided in the TIF Act), but excluding therefrom (i) personal property taxes, (ii) any taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, (iii) taxes levied pursuant to Section 70.500 R.S.Mo., (iv) taxes levied for the purpose of public transportation pursuant to Section 94.660 R.S.Mo., (v) taxes imposed on sales pursuant to Subsection 2 of Section 67.1712, R.S.Mo., for the purpose of operating and maintaining a metropolitan park and recreation district, (vi) licenses, fees or special assessments other than payments in lieu of taxes and any penalty and interest thereon, (vii) any sales tax imposed by a county with a charter form of government and with more than six hundred thousand but fewer than seven hundred thousand inhabitants, for the purpose of sports stadium improvement or levied by such county under Section 238.410, R.S. Mo., for the purpose of the county transit authority operating transportation facilities, or for redevelopment plans and projects adopted or redevelopment projects approved by ordinance after August 28, 2013, and (viii) taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes for the purpose of emergency communication systems. Beginning August 28, 2014, if the voters in a taxing district vote to approve an increase in such taxing district's sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within an existing redevelopment project area that are directly attributable to the newly voter-approved incremental increase in such taxing district's levy rate shall not be considered economic activity taxes subject to deposit into a special allocation fund without the consent of such taxing district. For the purpose of this Indenture, EATs shall not include any moneys representing sales or use taxes imposed by the Raytown Fire Protection District.

"**Event of Default**" means any event of default as defined in **Section 7.01** hereof.

"**Event of Nonappropriation**" means failure of the Issuer to budget and appropriate on or before the last day of any Fiscal Year moneys sufficient to pay the debt service payments and additional amounts due under the Indenture and payable during the next Fiscal Year.

"**Fiscal Year**" means the Issuer's fiscal year, which is currently November 1 to October 31, or as it may be hereinafter defined by the Issuer.

"**Forward Delivery Agreement**" means the Debt Service Reserve Forward Delivery Agreement dated as of June 22, 2007, by and among the Issuer, the Trustee, and Wells Fargo Bank, National Association, as successor in interest to Wachovia Bank, National Association, as provider.

"**Government Obligations**" means the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America, and

(b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the

United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

"**Indenture**" means this Trust Indenture as originally executed by the Issuer and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of this Indenture.

"**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"**Issuer**" means the City of Raytown, Missouri, a fourth class city and political subdivision of the State of Missouri and its successors and assigns.

"**Issuer Representative**" means the Mayor or City Administrator or any such other person at the time designated to act on behalf of the Issuer as evidenced by a written certificate furnished by the Issuer to the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by the Mayor. References to each Issuer Representative shall include any person designated as serving in an acting capacity. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Issuer Representative.

"**Net CID Sales Tax**" means, upon approval by the qualified voters in the CID and subject to annual appropriation by the Board of Directors of the CID, the amount of CID Sales Tax revenues collected or received and deposited into the CID Sales Tax Trust Fund, after deducting (1) Economic Activity Tax Revenues that are transferred to the Issuer for deposit into the CID Sales Tax Account of the Special Allocation Fund and (2) reasonable and necessary CID Administrative Costs, which Net CID Sales Tax revenues the CID will transfer to the Trustee for deposit into the CID Sales Tax Account of the Revenue Fund pursuant to **Section 4.05** of this Indenture. Net Sales Tax revenues do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (2) any sum received by the CID which is the subject of a suit or other claim communicated to the CID which suit or claim challenges the collection of such sum.

"**Net Proceeds**" means all moneys on deposit (including investment earnings thereon) in (1) the PILOTs Subaccount of the Redevelopment Project Area 1 Account of the Special Allocation Fund, (2) subject to annual appropriation by the Issuer, the EATs Subaccount of the Redevelopment Project Area 1 Account of the Special Allocation Fund, (3) the Net TDD Sales Tax revenues transferred by the TDD to the Trustee and on deposit in the TDD Sales Tax Account of the Revenue Fund, (4) upon approval by the qualified voters in the CID, the Net CID Sales Tax revenues transferred by the CID to the Trustee and on deposit in the CID Sales Tax Account of the Revenue Fund, and (5) any City Revenues on deposit in the City Revenues Account of the Revenue Fund. Net Proceeds do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (ii) any sum which is the subject of a suit or other claim which suit or claim challenges the collection of such sum.

"**Net TDD Sales Tax**" means, subject to annual appropriation by the Board of Directors of the TDD, the amount of TDD Sales Tax revenues collected or received and deposited into the TDD Sales Tax Trust Fund, after deducting (1) Economic Activity Tax Revenues that are transferred to the Issuer for deposit into the TDD Sales Tax Account of the Special Allocation Fund, (2) the cost of collection of the TDD Sales Tax not to exceed one percent (1%) annually of the total amount of TDD Sale Tax revenues collected or received, and (3) reasonable and necessary TDD Administrative Costs, which Net TDD Sales Tax revenues the TDD will transfer, or cause to be transferred, to the Trustee for deposit into the TDD Sales

Tax Account of the Revenue Fund pursuant **Section 4.05** of this Indenture. Net TDD Sales Tax revenues do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (2) any sum received by the TDD which is the subject of a suit or other claim communicated to the TDD which suit or claim challenges the collection of such sum.

"**NRSRO**" or "**Nationally Recognized Statistical Rating Organization**" means a credit rating agency registered with the United States Securities and Exchange Commission or its successor pursuant to the Securities Exchange Act of 1934, as amended.

"**Officer's Certificate**" means a written certificate in the form described in **Section 11.04** hereof of the Issuer signed by the Issuer Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the Issuer with respect to matters set forth therein.

"**Opinion of Bond Counsel**" means a written opinion in the form described in **Section 11.04** hereof of any legal counsel acceptable to the Issuer and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

"**Opinion of Counsel**" means a written opinion in the form described in **Section 11.04** hereof of any legal counsel acceptable to the Trustee, who may be an employee of or counsel to the Trustee or the Issuer.

"**Original Purchaser**" means Stifel, Nicolaus & Company, Incorporated, the underwriter listed in the Bond Purchase Agreement.

"**Outstanding**" means when used with respect to Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in **Section 2.10** of this Indenture;

(b) Bonds for whose payment or redemption money or Government Obligations in the necessary amount has been deposited with the Trustee or any Paying Agent in trust for the owners of such Bonds as provided in **Section 10.01** of this Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture; and

(d) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in **Section 2.09** of this Indenture.

"**Participants**" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"**Paying Agent**" means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated pursuant to this Indenture or any Supplemental Indenture as paying agent for any series of Bonds at which the principal of, redemption premium, if any, and interest on such Bonds shall be payable.

"**Payment Date**" means any date on which the principal of or interest on any Bonds is payable.

"**Payments in Lieu of Taxes**" or "**PILOTs**" means those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the TIF Act) attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in Redevelopment Project Area 1 over and above the certified total initial equalized assessed valuation of the real property in Redevelopment Project Area 1, as provided for by Section 99.845 of the TIF Act. Beginning August 28, 2014, if the voters in a taxing district vote to approve an increase in such taxing district's levy rate for ad valorem tax on real property, any additional revenues generated within an existing redevelopment project area that are directly attributable to the newly voter-approved incremental increase in such taxing district's levy rate shall not be considered payments in lieu of taxes subject to deposit into a special allocation fund without the consent of such taxing district. For purposes of this Indenture, PILOTS do not include any payments in lieu of taxes relating to ad valorem taxes of the Raytown Fire Protection District.

"**Permitted Investments**" means any of the following securities, if and to the extent the same are at the time legal for investment of the moneys held in the funds and accounts listed in the Indenture:

(a) Government Securities;

(b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(d) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a), (b), or (c) above, and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the Issuer;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, provided that such certificates of deposit or time deposits 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 clause (a) or (b) above, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds that are invested in Government Securities; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

References to particular ratings and rating categories in this definition are applicable only at the time of purchase of the Permitted Investments.

"**Person**" means any natural person, firm, association, corporation, partnership, limited liability, company, joint stock company, a joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

**"Pledged Revenues"** means (i) the Payments in Lieu of Taxes generated in the Redevelopment Project Area 1, (ii) subject to annual appropriation by the City, the Economic Activity Tax Revenues (including the TIF Portion of CID Revenues and the TIF Portion of the TDD Revenues) generated in the Redevelopment Project Area 1, (iii) subject to annual appropriation by the TDD, Net TDD Sales Tax revenues transferred by the TDD to the Trustee, (iv) subject to annual appropriation by the CID, Net CID Sales Tax revenues transferred by the CID to the Trustee, and (v) subject to annual appropriation by the City, the City Revenues.

"**Rating Agency**" means an NRSRO that provided one or more financial ratings for a series of bonds at the Issuer's request.

**"Raytown 350"** means Raytown 350 Inv Group LLC, the Developer pursuant to the Raytown 350 Development Agreement for the Redevelopment Area, other than Redevelopment Project Area 1.

**"Raytown 350 Redevelopment Agreement"** means the redevelopment agreement between the Issuer and Raytown 350, as amended and restated by the First Amended and Restated Redevelopment Agreement, and as further amended and restated by the Second Amended and Restated Redevelopment Agreement dated May 23, 2007, and as further amended or supplemented from time to time.

"**Rebate Fund**" means the fund by that name created by **Section 4.01** hereof.

"**Record Date**" means the fifteenth day (whether or not a Business Day) of the calendar month next preceding the month in which an interest payment on any Bond is to be made.

"**Redevelopment Plan**" shall have the meaning set forth in the recitals to this Indenture.

"**Redevelopment Project 1"** means the project that was constructed in Redevelopment Project Area 1 in accordance with the Wal-Mart Redevelopment Agreement, as more particularly described on **Exhibit A** hereto, the costs of which were paid in whole or in part from the proceeds of the sale of the Series 2007 Bonds.

"**Redevelopment Project Area 1**" means the area for construction of Redevelopment Project 1, legally described as such in Exhibit A to the Wal-Mart Redevelopment Agreement.

"**Redevelopment Project Cost**" shall have the meaning assigned to such term in the Wal-Mart Redevelopment Agreement and with respect to certain costs incurred by Raytown 350 in connection with Redevelopment Project 1, in the Raytown 350 Redevelopment Agreement.

"**Refunded Bonds**" means the $31,240,000 Outstanding principal amount of the City's $39,990,000 Annual Appropriation-Supported Tax Increment and Sales Tax Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2007.

"**Refunding Fund**" means the fund by that name created by **Section 4.01** hereof.

"**Replacement Bonds**" means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 2.11** hereof.

"**Revenue Fund**" means the fund by that name created in **Section 4.01** of this Indenture, including within such fund a "**TIF Revenues Account**," a "**CID Sales Tax Account**," a "**TDD Sales Tax Account**," a "**City Revenues Account**," and a "**Reserve Account**."

"**School District**" means the Raytown C2 School District, and its successors and assigns.

"**School District Agreement**" means the agreement between the Issuer and the School District pursuant to which the Issuer agreed to construct, or cause to be constructed, certain improvements to existing facilities and new facilities for the School District in order to relocate the School District from Redevelopment Project Area 1.

"**Securities Depository**" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"**Series 2018 Bonds**" means the Issuer's Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018, in the aggregate principal amount of $[PRINAMT], issued pursuant to **Section 2.02** of this Indenture.

"**Special Allocation Fund**" means the City of Raytown, Missouri, Raytown Live Special Allocation Fund, created within the Treasury of the Issuer in accordance with Section 99.845 of the TIF Act and the Bond Ordinance, and within the Special Allocation Fund, a Redevelopment Project 1 Account and within such account a PILOTs Subaccount and an Economic Activity Tax Subaccount.

"**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 IX** of this Indenture.

"**Tax Compliance Agreement**" means the Tax Compliance Agreement relating to the Bonds between the Issuer and the Trustee.

"**TDD**" means The Raytown Highway 350 Transportation Development District, a political subdivision of the State of Missouri, formed for the purpose of financing a portion of the costs of certain transportation improvements within and benefiting Redevelopment Project Area 1.

"**TDD Act**" means the Missouri Transportation Development District Act, Sections 238.200 through 238.275, inclusive, of the Revised Statutes of Missouri, as amended.

"**TDD Administrative Costs**" means overhead expenses of the TDD including without limitation the following: (1) reimbursement of the Board of Directors for actual expenditures incurred in the performance of authorized duties on the behalf of the TDD, (2) costs related to any authorized indebtedness of the TDD, including the issuance and repayment of obligations, and (3) any other costs or expenses incurred by the TDD in the exercise of the powers granted under the TDD Act, including accounting, auditing, legal, insurance, and clerical support, as determined by the TDD's Board of Directors, which expenses shall not exceed $15,000 on an annual basis unless approved by the Issuer.

"**TDD Agreement**" means the agreement dated May 23, 2007, between the TDD and the Issuer pursuant to which, among other things, the Issuer agrees to collect the TDD Sales Tax and the TDD agrees to transfer, subject to appropriation by the TDD, the Net TDD Sales Tax revenues to the Trustee to be used to pay a portion of the debt service on the Bonds.

"**TDD Sales Tax**" means, initially, the one-eighth of one percent (1/8%) sales and use tax levied by the TDD and approved by the voters in the TDD up to a maximum amount of one percent (1%), for a period of up to 30 years from the date such tax was first imposed, pursuant to a resolution of the Board of Directors of the TDD and levied pursuant to Section 238.235 of the Revised Statutes of Missouri, as amended, the proceeds of which the TDD will deposit into the TDD Sales Tax Trust Fund held by the TDD, or by the Issuer on behalf of the TDD and which may be used to pay a portion of the costs of Redevelopment Project 1, including, upon transfer by the TDD to the Trustee pursuant to the terms of the TDD Agreement and this Indenture, to pay the principal of, premium, if any, and interest on that portion of the Bonds allocable to the TDD Improvements, subject to annual appropriation by the Board of Directors of the TDD.

"**TDD Sales Tax Limit**" means the aggregate amount of Net TDD Sales Tax revenues that may be used on a cumulative basis to pay (1) approximately 12.3% of the principal of, premium, if any, and interest on the Bonds, which is that portion of the Bonds allocable to the TDD Improvements, (2) rebate, if any, owed to the United States of America pursuant to **Section 4.06** of this Indenture, and (3) approximately 12.3% of the fees and expenses of the Trustee and Paying Agent and other authorized fees and expenses related to financing the TDD Improvements pursuant to **Section 4.06** of this Indenture.

"**TDD Sales Tax Trust Fund**" means the trust fund established by the TDD pursuant to the TDD Act that is held and administered by the TDD and into which the TDD will deposit all TDD Sales Tax revenues upon receipt thereof pursuant to the terms of the TDD Agreement.

"**TIF Act**" means Sections 99.800 *et seq.* of the Revised Statutes of Missouri, as amended.

"**TIF Revenues**" means the Payments in Lieu of Taxes, if any, and subject to annual appropriation by the Issuer, the Economic Activity Tax Revenues and all proceeds thereof.

"**Transaction Documents**" means this Indenture, the CID Agreement, the TDD Agreement, the Bonds, the Official Statement relating to the Bonds, the Continuing Disclosure Undertaking, the Bond Purchase Agreement, the Tax Compliance Agreement and any and all other documents or instruments that evidence or are a part of the transactions referred to in this Indenture, the Cooperative Agreement or the Official Statement or contemplated by this Indenture or the Official Statement; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words "Transaction Documents" are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

"**Trust Estate**" means the Trust Estate described in the Granting Clauses of this Indenture.

"**Trustee**" means UMB Bank, N.A., Kansas City, Missouri, in its capacity as Trustee hereunder, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

"**Wal-Mart Redevelopment Agreement**" means the Redevelopment Agreement, between the City and Wal-Mart Stores, Inc., pursuant to which Wal-Mart Stores, Inc. acted as the Developer selected by the City to implement Redevelopment Project 1, as amended or supplemented from time to time.

**Section 1.02. Rules of Construction**. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Indenture:

(a) The terms defined in this Article include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(c) All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words "herein," "hereof' and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

(g) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

## ARTICLE II

## THE BONDS

**Section 2.01. Authorization of Bonds**. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. There shall be issued under and secured by this Indenture a series of Bonds in the aggregate principal amount of $[PRINAMT] Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018 (the "Bonds"). The Bonds are being issued for the purpose of providing funds to (a) refund the Refunded Bonds, (b) fund a debt service reserve fund for the Bonds and (c) pay certain Costs of Issuance for the Bonds. The Bonds shall be dated the Bond Issuance Date, shall mature on February 1 in the years and in the respective principal amounts (subject to prior redemption as provided in **Article III** hereof), and shall bear interest at the respective rates per annum, as follows:

**Series 2018 Bonds**

**Serial Bonds**

| Maturity February 1 | Principal Installment | Interest Rate |
|---|---|---|
| 2020 | | |
| 2021 | | |
| 2022 | | |
| 2023 | | |
| 2024 | | |
| 2025 | | |

2026
2027
2028
2029
2030
2031

The Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from their dated date or from the most recent interest payment date to which interest has been paid or duly provided for, payable on February 1 and August 1 of each year, beginning on August 1, 2019.

The Bonds shall be executed in the manner set forth herein and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee the following documents shall be filed with the Trustee:

(a) A copy, certified by the City Clerk of the Issuer, of the Ordinance passed by the Issuer authorizing the issuance of the Bonds and the execution of this Indenture and any other Transaction Documents to which it is a party.

(b) An original executed counterpart of this Indenture.

(c) A request and authorization to the Trustee on behalf of the Issuer, executed by the Issuer Representative, to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the Issuer, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(d) An Opinion of Bond Counsel, dated the date of original issuance of the Bonds.

(e) Such other certificates, statements, opinions, receipts and documents required by any of the Transaction Documents or as Bond Counsel or the Trustee shall reasonably require for the delivery of the Bonds.

When the documents specified above have been filed with the Trustee, and when the Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the purchase price of the Bonds. The proceeds of the sale of the Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article IV** hereof.

**Section 2.02. Nature of Obligations**.

(a) The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in this Indenture.

(b) The Bonds and the interest thereon do not constitute a debt of the Issuer, the CID, the TDD, the State or any political subdivision thereof, and do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

(c) Except as otherwise provided herein, no recourse shall be had for the payment of the principal of or interest on, any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future member of the Board of Aldermen of the Issuer or any trustee, officer, official, employee or agent of the Issuer, as such, either directly or through the Issuer or any successor to the Issuer, under any rule of law or equity, statue or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member of the Issuer, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

(d) **EXCEPT AS PROVIDED IN THE NEXT SENTENCE, THE OBLIGATIONS OF THE ISSUER TO TRANSFER TIF REVENUES TO THE TRUSTEE FOR THE REPAYMENT OF THE BONDS TERMINATES ON MAY 21, 2030, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL. NOTWITHSTANDING THE FOREGOING, THE INDENTURE AND THE ISSUER'S OBLIGATION TO CONSIDER APPROPRIATIONS OF CITY REVENUES PURSUANT TO SECTION 6.08 HEREOF FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS, SHALL CONTINUE UNTIL THE PAYMENT IN FULL OF THE BONDS AND DISCHARGE OF THE INDENTURE, PROVIDED, HOWEVER, THAT THE ISSUER SHALL HAVE NO LEGAL OBLIGATION TO MAKE ANY SUCH APPROPRIATIONS.**

**Section 2.03. Method and Place of Payment**. The principal of, redemption premium, if any, 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 the payment of public and private debts.

The principal of and the redemption premium, if any, on all Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the bond register maintained by the Trustee at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the principal corporate trust office of the Trustee or of any Paying Agent named in the Bonds.

The interest payable on each Bond on any interest payment date shall be paid by the Trustee to the registered owner of such Bond as shown on the bond register at the close of business on the Record Date for such interest, (a) by check or draft mailed to such registered owner at such owner's address as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such owner, or (b) at the written request addressed to the Trustee by any owner of Bonds in the aggregate principal amount of at least $1,000,000, by electronic transfer to such owner upon written notice to the Trustee from such owner containing the electronic transfer instructions (which shall be in the continental United States) to which such owner wishes to have such transfer directed and such written notice is given by such owner to the Trustee not less than 15 days prior to the Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such owner's account at such bank to which the payment is to be credited.

Interest on any Bond that is due and payable but not paid on the date due ("Defaulted Interest") shall cease to be payable to the owner of such Bond on the relevant Record Date and shall be payable to the owner in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest, which Special Record Date shall be

fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and shall deposit with the Trustee at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment; money deposited with the Trustee shall be held in trust for the benefit of the owners of the Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Trustee shall fix the Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each owner of a Bond entitled to such notice at the address of such owner as it appears on the bond register not less than 10 days prior to such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

**Section 2.04. Form, Denomination, Numbering and Dating**. The Bonds issued under this Indenture shall be issuable as fully registered bonds without coupons in substantially the form set forth in **Exhibit B** attached to this Indenture, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this 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 requirement of law with respect thereto.

The Bonds shall be issuable in the denomination of $5,000 or any integral multiple thereof.

The Bonds shall be numbered from R-1 consecutively upward in order of issuance or in such other manner as the Trustee shall designate.

The Bonds shall be dated as provided in **Section 2.02** of this Indenture.

**Section 2.05. Execution and Authentication**. The Bonds 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 seal of the Issuer affixed thereto or imprinted thereon. If any officer whose manual or facsimile signature appears on any Bonds shall cease to hold such office before the authentication and delivery of such Bonds, such signature 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.

No Bond shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of authentication substantially in the form provided for in **Exhibit B** hereto, executed by the Trustee by manual signature of an authorized officer or signatory of the Trustee, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder. At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Bonds executed by the Issuer to the Trustee for authentication and the Trustee shall authenticate and deliver such Bonds as in this Indenture provided and not otherwise.

**Section 2.06. Registration, Transfer and Exchange**. The Trustee shall cause to be kept at its principal corporate trust office a register (referred to herein as the "bond register") in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds as herein provided. The Trustee is hereby appointed "bond registrar" for the purpose of registering Bonds and transfers of Bonds as herein provided.

Bonds may be transferred or exchanged only upon the bond register maintained by the Trustee as provided in this Section. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same maturity, of any authorized denominations and of a like aggregate principal amount.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Issuer or the Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee, as bond registrar, duly executed by the owner thereof or such owner's attorney or legal representative duly authorized in writing.

All Bonds surrendered upon any exchange or transfer provided for in this Indenture shall be promptly cancelled by the Trustee and thereafter disposed of as required by applicable law.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee or Securities Depository may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Issuer. 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.

The Trustee shall not be required (a) to transfer or exchange any Bond during a period beginning at the opening of business 15 days before the day of the first publication or the mailing (if there is no publication) of a notice of redemption of such Bond and ending at the close of business on the day of such publication or mailing, or (b) to transfer or exchange any Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Record Date for such series of Bonds and ending at the close of business on the relevant interest payment date therefor.

The Person in whose name any Bond shall be registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in this Indenture, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or such owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee will keep on file at its principal corporate trust office a list of the names and addresses of the last known owners of all Bonds and the serial numbers of such Bonds held by each of such owners.

At reasonable times and under reasonable regulations established by the Trustee, the list may be inspected and copied by the Issuer, or the owners of 10% or more in principal amount of Bonds Outstanding or the authorized representative thereof, provided that the ownership of such owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

**Section 2.07. Temporary Bonds**. Pending the preparation of definitive Bonds, the Issuer may execute, and upon request of the Issuer the Trustee shall authenticate and deliver, temporary Bonds which are printed, lithographed, typewritten, or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Bonds may determine, as evidenced by their execution of such Bonds. If temporary Bonds are issued, the Issuer will cause definitive Bonds to be prepared without unreasonable delay. After the preparation of definitive Bonds, the temporary Bonds shall be exchangeable for definitive Bonds upon surrender of the temporary Bonds at the principal corporate trust office of the Trustee, without charge to the owner. Upon surrender for cancellation of any one or more temporary Bonds, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Bonds of authorized denominations. Until so exchanged, temporary Outstanding Bonds shall in all respects be entitled to the security and benefits of this Indenture.

**Section 2.08. Mutilated, Destroyed, Lost and Stolen Bonds**. If (a) any mutilated Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Trustee such security or indemnity as may be required by the Trustee to save the Trustee and the Issuer harmless, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Indenture equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

**Section 2.09. Cancellation of Bonds**. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Trustee, shall be promptly cancelled by the Trustee, and, if surrendered to any Paying Agent other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by the Trustee. The Issuer may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. No Bond shall be authenticated in lieu of or in exchange for any Bond cancelled as provided in this Section, except as expressly provided by this Indenture. All cancelled Bonds held by the Trustee shall be disposed of in accordance with applicable law.

**Section 2.10. Book-Entry Bonds; Securities Depository**. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the beneficial owners as described in this Section. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, the Trustee and the Issuer may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, giving any notice permitted or required to be given to Owners of Bonds under this Indenture, registering the transfer of Bonds, and all notices required to be given to Owners of Bonds may be sent by electronic means.

If the Issuer determines (a)(i) that the Securities Depository is unable to properly discharge its responsibilities, or (ii) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (iii) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any bondowner other than the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, or (b) if the Trustee receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any bondowner other than the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the Trustee shall notify the bondowners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(i) or (a)(ii) of this paragraph, the Issuer, with the consent of the Trustee, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Trustee or bondowners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of Replacement Bonds to bondowners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names, addresses and principal amounts held of the beneficial owners of the Bonds. The cost of printing, registration, authentication, payment, transfer and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the

delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

## ARTICLE III

## REDEMPTION OF BONDS

### Section 3.01. Redemption of Bonds Generally

The Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in this Article.

### Section 3.02. Redemption of Bonds.

The Bonds are subject to optional redemption as follows:

(a) ***Optional Redemption***. The Bonds maturing on February 1, 202__, and thereafter are subject to redemption and payment prior to maturity at the option of the Issuer on and after February 1, 20__, as a whole or in part at any time from maturities selected by the Issuer, at the redemption price equal to the principal amount thereof, plus accrued interest to the Redemption Date.

(b) ***Special Mandatory Redemption – Moneys in Debt Service Fund, Debt Service Reserve Fund and Revenue Fund***. The Bonds are subject to special mandatory redemption by the Issuer, in whole but not in part, on any date in the event that moneys in the Debt Service Fund, the Debt Service Reserve Fund and the Revenue Fund are sufficient to redeem all of the Bonds at a redemption price of 100% of such Bonds Outstanding, together with accrued interest thereon to the date fixed for redemption.

(c) ***Special Mandatory Redemption – Moneys in Redemption Account***. The Bonds are subject to special mandatory redemption by the Issuer on each Interest Payment Date, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, in an amount equal to the amount which is on deposit in the Redemption Account of the Debt Service Fund on such date (or if such date is not a Business Day, the immediately preceding Business Day), subject to **Section 3.04** hereof. Partial redemptions of Bonds under this section shall be made in the inverse order of maturity or required mandatory sinking fund redemption payments. Any partial redemptions under this section shall not postpone the due dates of, or relieve the amounts of, any mandatory sinking fund redemption amounts due under this Indenture, except to the extent that any such mandatory sinking fund redemption amounts are reduced by partial redemptions.

(d) **[*Mandatory Sinking Fund Redemption.*** The Bonds maturing February 1, _____, are subject to mandatory redemption on each February 1 beginning February 1, _____, and shall be redeemed on the dates set forth below at 100% of the principal amount of the Bonds called for redemption plus interest accrued and unpaid to the date fixed for redemption, without premium:

**Term Bond Maturing February 1, _____**

| Redemption Date | Principal Amount |
|---|---|
| * | |

* Final maturity**]**

**Section 3.03. Election to Redeem; Notice to Trustee**.

In case of any redemption at the election of the Issuer, the Issuer shall, at least 45 days prior to the redemption date fixed by the Issuer (unless a shorter notice shall be satisfactory to the Trustee) give written notice to the Trustee directing the Trustee to call Bonds for redemption and give notice of redemption and specifying the redemption date, the principal amount and maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption.

The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Trustee shall hold in the applicable Debt Service Fund moneys available and sufficient to effect the required redemption.

**Section 3.04. Selection by Trustee of Bonds To Be Redeemed.**

Bonds may be redeemed only in the principal amount of $5,000 (or other authorized denomination of the Bonds of any series specified in the Supplemental Indenture authorizing such series of Bonds) or any integral multiple thereof.

If less than all Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by lot or such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to $5,000 (or other minimum authorized denomination of the Bonds of such series) of the principal of Bonds of a denomination larger than $5,000 (or such other minimum authorized denomination).

The Trustee shall promptly notify the Issuer in writing of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

**Section 3.05. Notice of Redemption**.

Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, at least 20 days and not more than 60 days prior to the redemption date to each registered owner of the Bonds to be redeemed at the address shown on the bond register.

All official notices of redemption shall be dated and shall state:

(a) the redemption date;

(b) the redemption price;

(c) the principal amount of Bonds of the series to be redeemed and, if less than all Bonds of a maturity of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts, numbers and maturity dates) of the Bonds to be redeemed;

(d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(e) the place where the Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other Paying Agent.

The failure of any owner of Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

In addition to the foregoing notice, further notice shall be given by the Trustee on behalf of the Issuer at least two days before the date of mailing of such notice (i) to the registered owners by registered or certified mail or overnight delivery service, (ii) to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and (iii) to one or more national information services that disseminate notices of redemption of obligations such as the Bonds. Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Trustee, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date.

**Section 3.06. Deposit of Redemption Price**.

On or before any redemption date, the Issuer shall deposit with the Trustee or with a Paying Agent, an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date. Such money shall be held in trust for the benefit of the Persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

**Section 3.07. Bonds Payable on Redemption Date**.

Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall

be paid by the Issuer at the redemption price. Installments of interest with a due date on or prior to the redemption date shall be payable to the owners of the Bonds registered as such on the relevant Record Dates according to the terms of such Bonds and the provisions of **Section [2.02]**.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear or have enclosed the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided under **Section 3.08** in lieu of surrender, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Bond.

**Section 3.08. Bonds Redeemed in Part**.

Any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor, and the Issuer shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series and maturity of any authorized denomination or denominations as requested by such owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. If the owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 (or other denomination) unit or units of principal amount called for redemption (and to that extent only).

Subject to the approval of the Trustee, in lieu of surrender under the preceding paragraph, payment of the redemption price of a portion of any Bond may be made directly to the registered owner thereof without surrender thereof, if there shall have been filed with the Trustee a written agreement of such owner and, if such owner is a nominee, the Person for whom such owner is a nominee, that payment shall be so made and that such owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such owner shall present such Bond to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such Bond in exchange for a new Bond or Bonds for the unredeemed balance of the principal of the surrendered Bond.

## ARTICLE IV

## FUNDS AND ACCOUNTS AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

**Section 4.01. Creation of Funds and Accounts**. 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 to be designated as follows:

(a) Costs of Issuance Fund.

(b) Debt Service Fund, with a Bond Payment Account and a Redemption Account therein.

(c) Debt Service Reserve Fund.

(d) Revenue Fund, and within such Revenue Fund, a TIF Revenues Account, a TDD Sales Tax Account, a CID Sales Tax Account, a City Revenues Account and a Reserve Account.

(e) Refunding Fund.

(f) Rebate Fund.

The Trustee is authorized to establish separate accounts within such funds or otherwise segregate moneys within such funds, on a book-entry basis or in such other manner as the Trustee may deem necessary or convenient, or as the Trustee shall be instructed by the Issuer.

**Section 4.02. Deposit of Bond Proceeds and Other Moneys**.

(a) The net proceeds from the sale of the Bonds ($_____, representing $[PRINAMT] principal amount, plus net original issue premium of $_____, less Original Purchaser's discount of $_____), shall be deposited or applied simultaneously with the delivery of the Bonds, as follows:

(i) There shall be paid to the Trustee and deposited in the Costs of Issuance Fund an amount equal to $_____, which deposit shall be disbursed by the Trustee pursuant to **Section 4.03** hereof.

(ii) The sum of $____ shall be deposited in the Debt Service Reserve Fund.

(iii) The sum of $_____ shall be deposited in the Refunding Fund, together with $_____ transferred from the Debt Service Reserve Fund for the Refunded Bonds as described below for a total of $_____, and then transferred to the Trustee for the Refunding Bonds to be applied to the redemption of the Refunded Bonds on December __, 2018.

(b) Other moneys of the Issuer shall be deposited or applied simultaneously with the delivery of the Bonds, as follows:

(i) $_____ transferred from the Debt Service Reserve Fund maintained under the trust indenture pursuant to which the Refunded Bonds were issued will be transferred to the Refunding Fund.

(ii) $_____ transferred from the Project Fund maintained under the trust indenture pursuant to which the Refunded Bonds were issued will be transferred to the Refunding Fund.

**Section 4.03. Costs of Issuance Fund**. The moneys on deposit in the Costs of Issuance Fund shall be disbursed by the Trustee from time to time, upon receipt of written disbursement requests of the Issuer in substantially the form of **Exhibit C** hereto and signed by the Issuer Representative, in amounts equal to the amount of Costs of Issuance certified in such written requests. At such time as the Trustee is furnished with an Officer's Certificate from the Issuer stating that all Costs of Issuance have been paid, and in any case not later than six months from the date of original issuance of the Bonds, the Trustee shall transfer any moneys remaining in the Costs of Issuance Fund to the Debt Service Fund as instructed by the Issuer Representative.

**Section 4.04. Debt Service Fund**. The Trustee shall deposit and credit to the Debt Service Fund, as and when received, as follows:

(a) The amounts required to be deposited therein under **Section 4.02** hereof.

(b) Any amount required to be transferred from the Revenue Fund pursuant to **Section 4.06** hereof.

(c) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to **Section 5.02** hereof.

(d) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture or any other Transaction Document, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of this Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided herein, moneys in the Debt Service Fund shall be expended solely as follows: (i) to pay interest on the Bonds as the same becomes due; (ii) to pay principal of the Bonds as the same mature or become due and upon mandatory sinking fund redemption thereof; and (iii) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption (other than mandatory sinking fund redemption) prior to maturity.

The Trustee is authorized and directed to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

Amounts deposited in the Redemption Account, pursuant to Section 4.06, may be used to redeem all or part of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, 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 Issuer, in accordance with the provisions of **Article III** hereof, to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption. The Issuer may cause such excess money in the Redemption Account or such part thereof or other moneys of the Issuer, as the Issuer may direct, to be applied by the Trustee on a best efforts basis to the extent practical for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

After payment in full of the principal of redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in **Section 10.01** of this Indenture), and the fees, charges and expenses of the Trustee, any Paying Agents and the Issuer, and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the Issuer for deposit in the Special Allocation Fund.

**Section 4.05. Deposits into the Revenue Fund**. The Issuer shall as soon as practicable (but no later than the 1st Business Day of each month following receipt thereof) transfer all Economic Activity Tax Revenues and all Payments in Lieu of Taxes received by the Issuer to the Trustee for deposit in the TIF Revenues Account of the Revenue Fund.

The CID has agreed to transfer as soon as practicable (but no later than the 1st Business Day of each month following receipt thereof), upon approval by the qualified voters in the CID, all Net CID Sales Tax revenues to the Trustee for deposit in the CID Sales Tax Account of the Revenue Fund.

The TDD has agreed pursuant to the TDD Agreement to transfer as soon as practicable (but no later than the 1st Business Day of each month following receipt thereof) all Net TDD Sales Tax revenues to the Trustee for deposit in the TDD Sales Tax Account of the Revenue Fund.

On the 15th Business Day prior to any Interest Payment Date, or a date on which the Bonds are subject to mandatory sinking fund redemption pursuant to **Section 3.02(c)** hereof, the Trustee shall notify the Issuer of the amount of the deficiency, if any, taking account amounts on deposit in the Revenue Fund and the Bond Payment Account of the Debt Service Fund, to pay an installment of principal and/or interest on the Bonds on the next Interest Payment Date or mandatory sinking fund payment date. On or prior to the second Business Day prior to such Interest Payment Date or mandatory sinking fund payment date, the Issuer shall transfer City Revenues in an amount equal to such deficiency. Moneys provided to the Trustee by the Issuer constituting City Revenues shall be deposited as and when received by the Trustee into the City Revenues Account of the Revenue Fund.

**Section 4.06. Application of Moneys in the Revenue Fund**. Moneys in the Revenue Fund shall be held in trust and shall be applied by the Trustee on the 25th day (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, except as otherwise provided below, first from the TIF Revenues Account, second from the CID Sales Tax Account and from the TDD Sales Tax Account, until the amount drawn from the TDD Sales Tax Account equals the TDD Sales Tax Limit, third, from the Reserve Account, and last, from the City Revenues Account, as follows:

*First*, transfer to the Rebate Fund, when necessary, an amount sufficient to pay any arbitrage rebate, if any, to the United States of America, owed under Section 148 of the Code, including any costs of calculating the arbitrage rebate, as directed in writing by the Issuer in accordance with the Tax Letter of Instructions;

*Second*, taking into account any amounts that may be on deposit in the Bond Payment Account of the Debt Service Fund, transfer to the Bond Payment Account of the Debt Service Fund an amount sufficient to pay the interest due on the Bonds on the next succeeding Interest Payment Date;

*Third*, transfer to the Bond Payment Account of the Debt Service Fund, taking into account any amounts that may be on deposit in such account, an amount sufficient to pay the principal due on the Bonds by their terms on the next succeeding Interest Payment Date and, if the next succeeding Interest Payment Date is August 1, an amount sufficient to pay principal due on the Bond by their terms on the second succeeding Interest Payment Date;

*Fourth*, transfer to the Debt Service Reserve Fund such amount as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement;

*Fifth*, transfer to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent (but not to exceed $5,000.00 annually), upon delivery to the Issuer of an invoice for such amounts;

*Sixth*, transfer to the Issuer, (1) any amount remaining in the City Revenues Account and (2) from any additional amount remaining in the Revenue Fund, such amount as will reimburse the Issuer for any City Revenues that the Trustee applied to the payment of debt service on the Bonds and the Series 2007 Bonds in any prior payment period for which the Issuer has not been previously reimbursed; and

*Seventh*, transfer to the Reserve Account of the Revenue Fund, all remaining amounts which shall be applied by the Trustee as provided in the next paragraph.

The Trustee shall use money on deposit in the Reserve Account of the Revenue Fund as provided above in paragraphs *First* through *Sixth* if moneys in the Revenue Fund are insufficient for any such purpose. Any time that the amount on deposit in the Reserve Account of the Revenue Fund exceeds $50,000, the Trustee shall notify the Issuer and the Issuer shall instruct the Trustee to transfer such excess amount to the Redemption Account of the Debt Service Fund and apply such amount to redeem Bonds on the earliest date that the Bonds may be called for redemption pursuant to **Section 3.02(c)** hereof.

If the moneys in the Bond Payment Account of the Debt Service Fund, the Debt Service Reserve Fund and the Reserve Account of the Revenue Fund are insufficient to pay all scheduled principal of and interest becoming due (by reason of maturity or mandatory sinking fund redemption) on the Bonds on any Interest Payment Date, then such money shall be applied ratably to the payment of interest, according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege, then any remaining money shall be applied ratably to the payment of principal of the Bonds, according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege. Any unpaid interest shall be compounded semiannually on each Interest Payment Date.

Upon the payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the reasonable fees, charges and expenses of the Trustee and any Paying Agent, and any other amounts required to be paid under this Indenture (including payments owed to the Issuer pursuant to paragraph S*ixth* above), all amounts remaining on deposit in the Revenue Fund (1) within the TIF Revenues Account and City Revenues Account shall be paid to the Issuer for deposit into appropriate accounts in the Special Allocation Fund and for deposit into general Issuer accounts, respectively, (2) within the TDD Sales Tax Account shall be paid to the TDD, (3) within the CID Revenues Account shall be paid to the CID, and (4) within the Reserve Account shall be paid to the Issuer for deposit in the Special Allocation Fund.

Notwithstanding anything herein to the contrary, the Issuer shall not declare any Payments in Lieu of Taxes or Economic Activity Tax Revenues to be "surplus funds" or "excess funds" or permit the distribution of such funds as "surplus funds" pursuant to Section 99.820(12) of the TIF Act so long as any Bonds are outstanding hereunder.

**Section 4.07. Debt Service Reserve Fund**. The Trustee shall deposit and credit to the Debt Service Reserve Fund, as and when received, as follows:

(a) The amounts required to be deposited therein under **Section 4.02** hereof.

(b) Any amount required to be transferred from the Revenue Fund pursuant to **Section 4.06** hereof.

(c) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to **Section 5.02** hereof.

(d) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture or any other Transaction Document, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

Except as otherwise provided in this Indenture, moneys in the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose as provided in **Section 4.04** hereof are insufficient to pay the same as they become due and payable, and to make the final payment on the Bonds.

[The amount on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day), and at the time of any withdrawal from the Debt Service Reserve Fund. If at any time any amount is withdrawn from the Debt Service Reserve Fund for the purposes described above which causes the value of the Debt Service Reserve Fund to be less than the Debt Service Reserve Requirement, the Trustee shall immediately notify the Issuer of such deficiency, and deposits shall be made into the Debt Service Reserve Fund from the Revenue Fund as provided in **Section 4.06**. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at the lower of their original cost or their fair market value (inclusive of accrued interest thereon) on the date of valuation.] Moneys in the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement on any valuation date shall be deposited promptly by the Trustee without further authorization in the Revenue Fund.

After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Reserve Fund shall be paid to the City.

**Section 4.08. Rebate Fund**. There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. All amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust to the extent required to pay rebatable arbitrage to the United States of America or any expenses incurred in connection with the calculation of rebate, and neither the Issuer nor the owner of any Bonds shall have any rights in or claim to such money, except as provided in **Section 402(a)(iii)**. All amounts held in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which are incorporated herein by reference).

Pursuant to the Tax Compliance Agreement, the Trustee shall remit all required rebate installments and a final rebate payment to the United States in accordance with the written direction of the Issuer. Neither the Trustee nor the Issuer shall have any obligation to pay any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the Rebate Fund created under this Indenture as provided in this Indenture or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the Issuer.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds until all rebatable arbitrage shall have been paid.

**Section 4.09. Payments Due on Saturdays, Sundays and Holidays**. In any case where the date of maturity of principal of, redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a day other than a Business Day, then payment of principal, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

**Section 4.10. 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, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the owner of such Bond,

who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on such person's part under this Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the Issuer 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 Issuer, and the owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 4.11. Records and Reports of Trustee**. The Trustee agrees to maintain such records with respect to any and all moneys or investments held by the Trustee pursuant to the provisions of this Indenture as are requested by the Issuer. The Trustee shall furnish to the Issuer, monthly on the tenth Business Day after the end of each calendar month, a report on the status of each of the funds and accounts established under this Article which are held by the Trustee, showing the balance in each such fund or account as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund or account, the dates of such deposits and disbursements, and the balance in each such fund or account on the last day of the preceding month. The Trustee shall render an annual accounting for each fiscal year ending April 30 to the Issuer and any bondowner at the expense of such bondowner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period, including investment earnings and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

## ARTICLE V

## SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

**Section 5.01. Moneys to be Held in Trust**. All moneys deposited with or paid to the Trustee for the funds and accounts held under 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, until used or applied as herein provided, shall (except for moneys in the Rebate Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the Issuer except as provided under **Section 5.02** hereof for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except to the extent such moneys are invested in Permitted Investments.

**Section 5.02. Investment of Moneys**. Moneys held in each of the funds and accounts under this Indenture shall, pursuant to written directions of the Issuer Representative, be invested and reinvested by the Trustee in accordance with the provisions of this Indenture and the Tax Compliance Agreement in Permitted Investments which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be needed. If the Issuer fails to provide written directions concerning investment of moneys held in the funds, the Trustee shall invest in such Permitted Investments specified in paragraph (f) of the definition of Permitted Investments, provided they mature or are subject to redemption prior to the date such funds will be needed. The Trustee may conclusively rely upon the written direction of the Issuer Representative as to the suitability and legality of any directed investment. The Trustee is specifically authorized to implement its automated cash investment system to invest cash and to charge its normal cash management fees, which may be deducted from earned income on investments. The Trustee may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department or that of any affiliate of the Trustee and may pool moneys for investment purposes, except moneys held in any fund or account that are required to be yield restricted in accordance with the Tax Compliance Agreement, which shall be invested separately. Any such Permitted Investments

shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest accruing on each fund or account and any profit realized from such Permitted Investments (other than any amounts required to be deposited in the Rebate Fund pursuant to **Section 4.08** hereof) shall be credited to such fund or account, and any loss resulting from such Permitted Investments shall be charged to such fund or account. After the Trustee has notice pursuant to **Section 8.03** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Funds held under this Indenture. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund or account for the purposes of such fund or account and the Trustee shall not be liable for any loss resulting from such investments.

## ARTICLE VI

## GENERAL COVENANTS AND PROVISIONS

**Section 6.01. Authority to Issue Bonds and Execute Indenture**. 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; and 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, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

**Section 6.02. Limited Obligations**. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof) solely out of Pledged Revenues and moneys in the Funds and Accounts held by the Trustee under the Indenture (other than the Rebate Fund), and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in this Indenture, as described in Section 2.02 hereof. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the Issuer within the meaning of any constitutional, statutory or charter limitation or provision, and shall not constitute a pledge of the full faith and credit of the Issuer, but shall be payable solely from the funds provided for in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer to levy any form of taxation therefor or to make any appropriation for their payment.

**Section 6.03. Payment of Bonds**. The Issuer shall duly and punctually pay, but solely from the sources specified in this Indenture, the principal of, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Indenture.

**Section 6.04. Performance of Covenants**. The Issuer shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions which are to be performed by the Issuer contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

**Section 6.05. Inspection of Books**. The Issuer covenants and agrees that all books and documents in its possession relating to the Bonds and this Indenture, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds and this Indenture, and the transactions relating thereto, including financial statements of the Issuer, shall be open to inspection by the Issuer during business hours upon reasonable notice.

**Section 6.06. Enforcement of Rights**. The Issuer agrees that 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 rights of the Issuer and the Trustee for and on behalf of the bondowners, whether or not the Issuer is in default hereunder.

**Section 6.07. Tax Covenants**. The Issuer shall at all times do and perform all acts and things permitted by law and this Indenture which are necessary or desirable in order to assure that interest paid on the Bonds (or any of them) will be excluded from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excluded. Without limiting the generality of the foregoing, the Issuer agrees to comply with the provisions of the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds.

**Section 6.08. Covenant to Request Appropriations.** The Issuer covenants and agrees that the City Administrator, or any other officer at any time charged with the responsibility of formulating budget proposals, is hereby directed to include in the budget proposals submitted to the Board of Aldermen, in any year during which any Bonds are Outstanding, (1) a request or requests for an appropriation of Economic Activity Tax Revenues for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in **Section 4.04** hereof, and (2) a request or requests for an appropriation of other legally available funds of the Issuer in an amount equal to the principal of and interest on the Bonds during the next Fiscal Year of the Issuer which appropriated amount, or some portion thereof, may be transferred to the Trustee as City Revenues at the times and in the manner provided in **Section 4.04** hereof. Such requests for an annual appropriation shall be made in each Fiscal Year after the issuance of the Bonds so that Pledged Revenues to be transferred to the Trustee for deposit in the Revenue Fund during the succeeding Fiscal Year will be available at the time needed for and shall be sufficient, taking into consideration available amounts in the Bond Payment Account of the Debt Service Fund, and the Reserve Account of the Revenue Fund, for the payment of the principal of and interest on the Bonds, as and when the same shall become due.

It is the intention of the Issuer that the decision to appropriate Economic Activity Tax Revenues and other legally available funds of the Issuer shall be made solely by the Board of Aldermen of the Issuer, without any condition precedent or condition subsequent to the consideration and approval thereof by the Board of Aldermen, and not by any other official of the Issuer. The Issuer presently expects to, in each Fiscal Year of the Issuer while the Bonds are Outstanding, appropriate Economic Activity Tax Revenues and other legally available funds of the Issuer so that Payments in Lieu of Taxes, Economic Activity Tax Revenues, and City Revenues to be transferred to the Trustee for deposit in the Revenue Fund during each Fiscal Year will be available at the time needed for and shall be sufficient, taking into consideration available amounts in the Bond Payment Account of the Debt Service Fund, the Reserve Account of the Revenue Fund, and amounts transferred to the Trustee for deposit into the Revenue Fund from Net CID Sales Tax revenues and Net TDD Sales Tax revenues, for the payment of the principal of and interest on the Bonds, as and when the same shall become due. The Issuer shall furnish the Trustee with copies of its annual budget and a certificate stating whether it has appropriated Economic Activity Tax Revenues and other legally available funds of the Issuer for such Fiscal Year promptly after the budget is adopted and in no event later than November 15 of each year.

**Section 6.09. Continuing Disclosure**. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Indenture, failure of the Issuer to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under this Indenture; however, the Trustee may (and, at the request of any Participating Underwriter or the owners of at least 25% aggregate principal amount of Outstanding Bonds, having been indemnified in accordance with **Section 8.02(e)** shall) or any bondowner or Beneficial Owner may take such actions as may be necessary and appropriate, including

seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations hereunder and under the Continuing Disclosure Undertaking. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes, and "Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Undertaking.

## ARTICLE VII

## DEFAULT AND REMEDIES

**Section 7.01. Events of Default**. The term "event of default," wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Bond when such interest becomes due and payable;

(b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or

(c) default in the performance, or breach, of any covenant or agreement of the Issuer in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of 60 days after there has been given to the Issuer by the Trustee or to the Issuer and the Trustee by the owners of at least 10% aggregate principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Issuer shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.

**Section 7.02. Acceleration of Maturity; Rescission and Annulment**. If an event of default occurs and is continuing, the Trustee may, and if requested by the owners of not less than 25% aggregate principal amount of the Bonds Outstanding shall, by written notice to the Issuer, declare the principal of all Bonds Outstanding and the interest accrued thereon to be due and payable, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the Trustee or the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Issuer and the Trustee, rescind and annul such declaration and its consequences if

(a) the Issuer has deposited with the Trustee a sum sufficient to pay

(i) all overdue installments of interest on all Bonds;

(ii) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate prescribed therefor in the Bonds;

(iii) interest upon overdue installments of interest at the rate prescribed therefor in the Bonds; and

(iv) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 7.10** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

**Section 7.03. Exercise of Remedies by the Trustee**. Upon the occurrence and continuance of any event of default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

(a) ***Right To Bring Suit, Etc***. 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, premium, if any, and interest on the Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Indenture, to realize on or to foreclose any of its interests or liens under this Indenture or any other Transaction Document, to enforce and compel the performance of the duties and obligations of the Issuer as set forth in this Indenture and to enforce or preserve any other rights or interests of the Trustee under this Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) ***Exercise of Remedies at Direction of Bondowners***. If requested in writing to do so by the owners of not less than 25% aggregate principal amount of Bonds Outstanding and if indemnified as provided in **Section 8.02(e)** of this Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Trustee shall deem most expedient in the interests of the bondowners.

(c) ***Appointment of Receiver***. 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, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) ***Suits To Protect the Trust Estate***. The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with

such enactment, rule or order would impair the security under this Indenture or be prejudicial to the interests of the bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the bondowners in any judicial proceeding to which the Issuer is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the bondowners.

(e) ***Enforcement Without Possession of Bonds***. All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 7.07** hereof, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) ***Restoration of Positions***. If the Trustee or any bondowner has instituted any proceeding to enforce any right or remedy under this Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such bondowner, then and in every case the Issuer and the bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Indenture, and thereafter all rights and remedies of the Trustee and the bondowners shall continue as though no such proceeding had been instituted.

**Section 7.04. Trustee May File Proofs of Claim**. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the bondowners allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each bondowner to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the bondowners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under **Section 8.04**.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any bondowner any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any owner thereof, or to authorize the Trustee to vote in respect of the claim of any bondowner in any such proceeding.

**Section 7.05. Limitation on Suits by Bondowners**. No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless

(a) such owner has previously given written notice to the Trustee of a continuing event of default;

(b) the owners of not less than 25% aggregate principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee under this Indenture;

(c) such owner or owners have offered to the Trustee indemnity as provided in **Sections 8.02(e), 8.02(k) and 8.04** of this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other owners of Bonds, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in this Indenture, however, the owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

**Section 7.06. Control of Proceedings by Bondowners**. The owners of a majority in principal amount of the Bonds Outstanding shall have the right, during the continuance of an event of default, provided indemnity has been provided to the Trustee in accordance with **Sections 8.02(e), 8.02(k) and 8.04**:

(a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, or otherwise; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture; provided that:

(i) such direction shall not be in conflict with any rule of law or this Indenture;

(ii) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction; and

(iii) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

**Section 7.07. Application of Moneys Collected**. Any moneys collected by the Trustee pursuant to this Article (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) FIRST: To the payment of all undeducted amounts due the Trustee under **Section 8.04** of this Indenture;

(b) SECOND: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal (and premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal (and premium, if any) and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due;

(c) THIRD: to the payment of the remainder, if any, to the Issuer or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming 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 date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, in accordance with **Section 2.04** hereof, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

**Section 7.08. Rights and Remedies Cumulative**. No right or remedy herein conferred upon or reserved to the Trustee or to the bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**Section 7.09. Delay or Omission Not Waiver**. No delay or omission of the Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondowners, as the case may be.

**Section 7.10. Waiver of Past Defaults**. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the Issuer, on behalf of the owners of all the Bonds waive any past default hereunder and its consequences, except a default

(a) in the payment of the principal of (or premium, if any) or interest on any Bond; or

(b) in respect of a covenant or provision hereof which under **Article IX** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any event of default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

## ARTICLE VIII

## THE TRUSTEE

**Section 8.01. Acceptance of Trusts; Certain Duties and Responsibilities**. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the following terms and conditions:

(a) Except during the continuance of an event of default,

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

If an event of default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and 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) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of

conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or conveying insights and duties or affording protection to the Trustee, whether in its capacity as Trustee, Paying Agent, bond registrar or any other capacity, shall be subject to the provisions of this **Article VIII**.

**Section 8.02. Certain Rights of Trustee**. Except as otherwise provided in **Section 8.01** of this Indenture:

(a) 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, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee shall be entitled to rely upon an Officer's Certificate as to the sufficiency of any request or direction of the Issuer mentioned herein, the existence or nonexistence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that an ordinance or resolution in the form therein set forth has been adopted by the governing body of the Issuer has been duly adopted, and is in full force and effect.

(c) 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 (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate prior to the occurrence of default of which the Trustee has been notified as provided in **Section 8.03** or of which by such Section the Trustee is deemed to have notice, the Trustee may also accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient and may at its discretion secure such further evidence deemed necessary or advisable but shall in no case be bound to secure the same.

(d) The Trustee may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

(e) Notwithstanding anything in this Indenture to the contrary, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture whether at the request or direction of any of the bondowners pursuant to this Indenture or otherwise, unless such bondowners or other party shall have offered to the Trustee reasonable security or indemnity against the fees, advances, costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct), including, without limitation, such fees, advances, costs, expenses and liabilities associated with environmental contamination and the cleanup thereof, which might be incurred by it in connection with such rights or powers.

(f) The Trustee may conclusively rely and shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds or for the recording or re-recording, filing or re-filing of this Indenture or any financing statement (other than continuation statements) in connection therewith, or for the validity of the execution by the Issuer of this Indenture or any Supplemental Indenture or instruments of further assurance. The Trustee makes no representations to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Issuer of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Issuer under any provision of this Indenture.

(h) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

(i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder except as to investments authorized and directed pursuant to **Section 5.02** of this Indenture.

(j) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Trustee may in all cases pay such reasonable compensation to all such receivers, agents and attorneys as may reasonably be employed in connection with the trust created herein.

(k) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable 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.

(l) The Trustee may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the bondowners, in its individual capacity for which the Trustee has not received indemnity pursuant to **Section 8.02 and Section 8.04** hereof from the bondowners, and the Trustee may rely upon an Opinion of Counsel addressed to the Issuer and the Trustee in determining whether any action directed by the bondowners may result in such liability.

(m) 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 **Section 8.02 and Section 8.04** hereof.

(n) 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 its willful misconduct.

(o) The Trustee shall not be required to give any bond or security in respect of the execution of the said trusts and powers or otherwise in respect to the premises.

(p) As to instances where the Trustee is requested to take an action which is not specified in the Indenture, or the conditions are different than specified in the Indenture, or in comparable instances, the Trustee shall have the right, but shall not be required, to demand with respect to any such action, such as the execution of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showing, 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 purposes of establishing the right to the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

**Section 8.03. Notice of Defaults**. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by **Article IV** of this Indenture, unless the Trustee shall be specifically notified in writing of such default by the Issuer or the owners of at least 10% aggregate principal amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within 30 days after the Trustee has received notice of any event of default or the occurrence of any event of default hereunder of which the Trustee is deemed to have notice the Trustee shall give written notice of such event of default by mail to all owners of Bonds as shown on the bond register maintained by the Trustee, unless such event of default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the bondowners. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an event of default as defined in **Section 7.01**.

**Section 8.04. Compensation and Reimbursement**. The Trustee shall be entitled to payment or reimbursement from the Issuer

(a) from time to time for reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(b) except as otherwise expressly provided herein, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's negligence or bad faith;

(c) in the event that it should become necessary for the Trustee to perform extraordinary services that are outside the scope of ordinary trustee services, the Trustee shall be

entitled to reasonable additional 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 negligence or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor; and

(d) to the extent permitted by law, to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the fees, costs and expenses of its agents and counsel in defending itself against any action, suit, demand, judgment, claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

The Trustee shall promptly notify the Issuer in writing of any claim or action brought against the Trustee in respect of which indemnity may be sought against the Issuer, setting forth the particulars of such claim or action, and the Issuer will assume the defense thereof, including the employment of counsel satisfactory to the Trustee and the payment of all expenses. The Trustee may employ separate counsel in any such action and participate in the defense thereof, and the reasonable fees and expenses of such counsel shall not be payable by the Issuer unless such employment has been specifically authorized by the Issuer, the rules governing conflicts of interest require the employ of separate counsel, or the Issuer fails, in the judgment of the Trustee, to employ competent counsel, and such counsel fails to actively defend such action and protect the interests of the Trustee or bondowners.

As security for the payment of such compensation, expenses, reimbursements and indemnity under this Section, the Trustee shall be secured under this Indenture by a first lien prior to the Bonds, and shall have the right to use and apply any trust moneys held by it under **Article IV** hereof.

**Section 8.05. Corporate Trustee Required; Eligibility.** There shall at all times be a Trustee hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, having a corporate trust office located in the State of Missouri and having a combined capital and surplus of at least $100,000,000, or consideration may be given by the Issuer to a bank not meeting this amount if the bank submits an acceptable form of guarantee for its financial obligations to the Issuer. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

**Section 8.06. Resignation and Removal of Trustee**.

(a) The Trustee may resign at any time by giving written notice thereof to the Issuer and each owner of Bonds Outstanding as shown by the list of bondowners required by this Indenture to be kept at the office of the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) If the Trustee has or shall acquire any conflicting interest (as determined by the Trustee), it shall, within 90 days after ascertaining that it has a conflicting interest, or within 30 days after receiving written notice from the Issuer (so long as the Issuer is not in default under this

Indenture) that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in subsection (a).

(c) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Issuer and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds, or, so long as the Issuer is not in default and no condition that with the giving of notice or passage of time, or both, would constitute a default hereunder, by the Issuer. The Issuer or any bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

(d) If at any time:

(i) the Trustee shall fail to comply with subsection (b) after written request therefor by the Issuer or by any Bondowner;

(ii) the Trustee shall cease to be eligible under **Section 8.05** and shall fail to resign after written request therefor by the Issuer or by any such Bondowner; or

(iii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation;

then, in any such case, (A) the Issuer may remove the Trustee, or (B) any bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) The Trustee shall give notice at the expense of the Issuer of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the registered owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

(f) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under **Section 8.08**.

**Section 8.07. Appointment of Successor Trustee**. If the Trustee under the Indenture shall resign, be removed or become incapable of acting, the Issuer (so long as no event of default hereunder has occurred and is continuing), or the owners of a majority in principal amount of Bonds Outstanding (if an event of default hereunder has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the Issuer and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Issuer or the bondowners. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, any bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been

appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

**Section 8.08. Acceptance of Appointment by Successor**. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee and the duties and obligations of the retiring Trustee shall cease and terminate; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, fees, costs and expenses, including its agents and counsel, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in **Section 8.04**. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

**Section 8.09. Merger, Consolidation and Succession to Business**. Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

**Section 8.10. Co-Trustees and Separate Trustees**. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least 25% aggregate principal amount of the Bonds Outstanding, the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, protection, immunity, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the Issuer does not join in such appointment within 15 days after the receipt by it of a request so to do, or in case an event of default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the Issuer be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Issuer.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee.

(b) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.

(c) The Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Issuer, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an event of default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the written request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section.

(d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other such trustee hereunder.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other act of bondowners delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

**Section 8.11. Designation of Paying Agents**. The Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect to the Bonds. The Issuer may, in its discretion, cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Bonds of any series, or at the principal corporate trust office of said alternate Paying Agents. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the Issuer in connection with the appointment of any successor Trustee.

## ARTICLE IX

## SUPPLEMENTAL INDENTURES

**Section 9.01. Supplemental Indentures Without Consent of Bondowners**. Without the consent of the owners of any Bonds, the Issuer and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) To more precisely identify Redevelopment Project 1 refinanced out of the proceeds of the Bonds, or to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property;

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any series of bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed;

(c) to evidence the appointment of a separate trustee or the succession of a new trustee under this Indenture;

(d) to add to the covenants of the Issuer or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power herein conferred upon the Issuer;

(e) to cure any ambiguity, to correct or supplement any provision in this Indenture which may be inconsistent with any other provision herein or to make any other change, with respect to matters or questions arising under this Indenture, which shall not be inconsistent with the provisions of this Indenture, provided such action shall not materially adversely affect the interests of the owners of the Bonds (in making such determination the Trustee may rely conclusively upon an Opinion of Counsel); or

(f) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States.

**Section 9.02. Supplemental Indentures with Consent of Bondowners**. With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the Issuer and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the owners of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date);

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences;

(c) modify the obligation of the Issuer to make payment on or provide funds for the payment of any Bond;

(d) modify or alter the provisions of the proviso to the definition of the term "Outstanding";

(e) modify any of the provisions of this Section or **Section 7.10**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(f) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Indenture.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith. In making such determination, the Trustee shall be entitled to receive and may rely conclusively upon an Opinion of Counsel.

It shall not be necessary for the required percentage of owners of Bonds under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such act shall approve the substance thereof.

A copy of any Supplemental Indenture shall be sent to any Rating Agency then rating the Bonds.

**Section 9.03. Execution of Supplemental Indentures**. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and, subject to **Article VIII**, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized and permitted by and in compliance with the terms of this Indenture and that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Bonds. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

**Section 9.04. Effect of Supplemental Indentures**. Upon the execution of any Supplemental Indenture under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

**Section 9.05. Reference in Bonds to Supplemental Indentures**. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer shall so determine, new Bonds so modified as to conform, in the

opinion of the Trustee and the Issuer, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

## ARTICLE X

## SATISFACTION AND DISCHARGE

**Section 10.01. Payment, Discharge and Defeasance of Bonds**. Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the Issuer shall pay or provide for the payment of such Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;

(b) by delivering such Bonds to the Trustee for cancellation; or

(c) by depositing in trust with the Trustee or other Paying Agent moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with cash or Defeasance Obligations pursuant to subsection (c) above, subject to receipt by the Trustee of (i) a verification report prepared by independent certified public accountants, or other verification agent, and (ii) an Opinion of Bond Counsel addressed and delivered to the Trustee, the Issuer to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Bonds then Outstanding and any and all other amounts required to be paid under the provisions of this Indenture has been provided for in the manner set forth in this Indenture and to the effect that so providing for the payment of any Bonds will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture.

The foregoing notwithstanding, the liability of the Issuer in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

**Section 10.02. Satisfaction and Discharge of Indenture**. This Indenture and the lien, rights and interests created by this Indenture shall cease, terminate and become null and void (except as to any surviving rights pursuant to **Section 10.03** hereof) if the following conditions are met:

(a) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 10.01**;

(b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment;

(c) the Trustee receives an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that so providing for the payment of any Bonds will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture; and

(d) the Trustee receives an Opinion of Counsel to the effect that all conditions precedent in this Section to the satisfaction and discharge of this Indenture have been complied with.

Thereupon, the Trustee shall execute and deliver to the Issuer a termination statement and such instruments of satisfaction and discharge of this Indenture as may be necessary at the written request of the Issuer, and shall pay, assign, transfer and deliver to the Issuer, or other Persons entitled thereto, all moneys, securities and other property then held by it under this Indenture as a part of the Trust Estate, other than moneys or Defeasance Obligations held in trust by the Trustee as herein provided for the payment of the principal of, premium, if any, and interest on the Bonds.

**Section 10.03. Rights Retained After Discharge**. Notwithstanding the satisfaction and discharge of this Indenture, the rights of the Trustee under **Section 8.04** shall survive, and the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of, redemption premium, if any, or interest on any Bond remaining unclaimed for four years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid to the Issuer without liability for interest thereon, and the owners of any Bonds not theretofore presented for payment shall thereafter be entitled to look only to the Issuer for payment thereof and all liability of the Trustee or any Paying Agent with respect to such moneys shall thereupon cease.

## ARTICLE XI

## NOTICES, CONSENTS AND OTHER ACTS

**Section 11.01. Notices**. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following Persons upon receipt by such Person, if the same shall be delivered in person, delivered by prepaid overnight delivery service or duly mailed by registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

To the Issuer at: City of Raytown, Missouri
10000 E. 59th Street
Raytown, MO 64133
Attention: City Administrator

| | |
|---|---|
| To the Trustee at: | UMB Bank, N.A.,<br>1010 Grand Blvd.<br>Kansas City, MO 64106<br>Attention: Corporate Trust Services |
| To the Original Purchaser: | Stifel, Nicolaus & Company, Incorporated<br>501 N. Broadway, 10th Floor<br>St. Louis, MO 63102<br>Attention: _____ |

A copy of the form of any notice from the Trustee to the Bondowners shall be given by the Trustee to the Issuer.

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Notice to bondowners shall be given by first class mail at the address of the bondowners as shown on the bond register maintained by the Trustee, and neither the failure to receive such notice, nor any defect in any notice so mailed, shall affect the sufficiency of such notice. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by bondowners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**Section 11.02. Acts of Bondowners**. Any notice, request, demand, authorization, direction, consent, waiver or other action provided by this Indenture to be given or taken by bondowners may be embodied in and evidenced by one or more substantially concurrent instruments of similar tenor signed by such bondowners in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, or of the ownership of Bonds other than the assignment of the ownership of a Bond, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Issuer and the Trustee, if made in the following manner:

(a) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof, or by the affidavit of a witness of such execution. Whenever such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of such person's authority.

(b) The fact and date of execution of any such instrument or writing and the authority of any Person executing the same may also be proved in any other manner which the Trustee deems sufficient; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section.

(c) The 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 bond register maintained by the Trustee.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds registered on the bond register in the name of the Issuer shall be disregarded and deemed not to be Outstanding, 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 Issuer has identified in writing to the Trustee as being owned by the Issuer or an affiliate thereof shall be so disregarded.

Any notice, request, demand, authorization, direction, consent, waiver or other action by the owner of any Bond shall bind every future owner of the same Bond and the owner of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Bond.

**Section 11.03. Form and Contents of Documents Delivered to Trustee**. Whenever several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to the other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such person's certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Issuer stating that the information with respect to such factual matters is in the possession of the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Whenever any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Wherever in this Indenture, in connection with any application or certificate or report to the Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report.

**Section 11.04. Compliance Certificates and Opinions**. Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of counsel rendering such opinion all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(a) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and

(d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

## ARTICLE XII

## MISCELLANEOUS PROVISIONS

**Section 12.01. Further Assurances**. The Issuer shall do, execute, acknowledge and deliver such Supplemental Indentures and such further acts, instruments, financing statements and assurances as the Trustee may reasonably require for accomplishing the purposes of this Indenture.

**Section 12.02. Benefit of Indenture**. This Indenture shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Indenture, nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed under **Section 8.10** and the owners of Outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Indenture.

**Section 12.03. No Pecuniary Liability**. All covenants, obligations and agreements of the Issuer herein shall be effective to the extent authorized and permitted by law. No such covenant, obligation or agreement herein shall be deemed to be a covenant, obligation or agreement of any present or future alderman, director, officer, agent or employee of the Issuer other than in their official capacity.

**Section 12.04. Severability**. If any provision in this Indenture or in the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 12.05. Execution in Counterparts**. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. 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 12.06. Electronic Storage**. The parties hereto agree that the transaction described herein may be conducted and related documents may be 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 12.07. Governing Law**. This Indenture shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Trust Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

CITY OF RAYTOWN, MISSOURI

By:_____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

THIS INDENTURE OF TRUST is executed as of the date first above written.

UMB Bank, N.A.,
as Trustee

By:_____
_____
_____

ATTEST:

By:_____
_____
_____

**EXHIBIT A**

**TO TRUST INDENTURE**

**Redevelopment Project 1**

**CID Improvements**

Reimbursable Project Costs incurred in connection with Redevelopment Project Area 1, other than TDD Improvements.

**TDD Improvements**

Improvements that are part of Redevelopment Project 1, as authorized by the TDD Act and the petition and order creating the TDD.

**EXHIBIT B**

**(FORM OF BONDS)**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA**
**STATE OF MISSOURI**

Registered Registered
No. R-_____

**CITY OF RAYTOWN, MISSOURI**
**ANNUAL APPROPRIATION-SUPPORTED TAX INCREMENT AND SALES TAX REFUNDING REVENUE BOND**
**(RAYTOWN LIVE REDEVELOPMENT PLAN – REDEVELOPMENT PROJECT AREA 1)**
**SERIES 2018**

| **Interest Rate** | **Maturity Date** | **Dated Date** | **CUSIP** |
|---|---|---|---|
| ___% | February 1, 20__ | _____, 2018 | |

Registered Owner: _____** CEDE & CO. **_____

Principal Amount: _____ DOLLARS

**THE CITY OF RAYTOWN, MISSOURI**, a fourth class city and political subdivision of the State of Missouri (the "Issuer"), for value received, promises to pay, but solely from the sources herein specified to the registered owner named above, or registered assigns, the principal amount stated above on the maturity date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the interest rate per annum stated above (computed on the basis of a 360-day year of twelve 30-day months) from the date of Bonds stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semi-annually on each February 1 and August 1, beginning on August 1, 2019, until said principal amount is paid.

**Method and Place of Payment**. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of American which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check or draft to the registered owner at the maturity or redemption date upon presentation and surrender of this Bond at the principal corporate trust office of UMB Bank, N.A. (the "Trustee"). The interest payable on this Bond on any interest payment date shall be paid by the Trustee to the registered owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date for such interest, which shall be the fifteenth day (whether or not a business

day) of the calendar month next preceeding the interest payment date and shall be paid by (a) check or draft of the Trustee mailed to such registered owner at such owner's address as it appears on such bond register or at such other address furnished in writing by such registered owner to the Trustee, or (b) at the written request addressed to the Trustee by any registered owner of Bonds in the aggregate principal amount of at least $1,000,000, by electronic transfer to the bank for credit to the ABA routing number and account number filed with the Trustee no later than 15 days preceding the Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such owner's account at such bank to which the payment is to be credited.

**Limited Obligations**. The Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of Pledged Revenues and moneys in the Funds and Accounts held by the Trustee under the Indenture (other than the Rebate Fund).

**Authorization of Bonds**. This Bond is one of a duly authorized series of bonds of the Issuer designated "Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018," in the aggregate principal amount of $[PRINAMT] (the "Bonds"), issued pursuant to the Issuer of and in full compliance with the Constitution and statutes of the State of Missouri, and pursuant to proceedings duly had by 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 December 1, 2018 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Indenture"), between the Issuer and the Trustee, to provide funds for the purposes described in the Indenture. Reference is hereby made to the Indenture for a description of the Trust Estate pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the Issuer, the Trustee and the registered owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds.

**Redemption Prior to Maturity**. The Series 2018 Bonds are subject to redemption prior to maturity as follows:

(a) ***Optional Redemption***. The Bonds maturing on February 1, 202__, and thereafter are subject to redemption and payment prior to maturity at the option of the Issuer on and after February 1, 202__, as a whole or in part at any time from maturities selected by the Issuer, at the redemption price equal to the principal amount thereof, plus accrued interest to the Redemption Date.

(b) ***Special Mandatory Redemption – Moneys in Debt Service Fund, Debt Service Reserve Fund and Revenue Fund***. The Bonds are subject to special mandatory redemption by the Issuer, in whole but not in part, on any date in the event that moneys in the Debt Service Fund, the Debt Service Reserve Fund and the Revenue Fund are sufficient to redeem all of the Bonds at a redemption price of 100% of such Bonds Outstanding, together with accrued interest thereon to the date fixed for redemption.

(c) ***Special Mandatory Redemption – Moneys in Redemption Account***. The Bonds are subject to special mandatory redemption by the Issuer on each Interest Payment Date, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, in an amount equal to the amount which is on deposit in the Redemption Account of the Debt Service Fund on such date (or if such date is not a Business Day, the immediately

preceding Business Day), subject to the Indenture requirements that Bonds may be redeemed only in the principal amount of $5,000 or any integral multiple thereof. Partial redemptions of Bonds under this section shall be made in the inverse order of maturity or required mandatory sinking fund redemption payments. Any partial redemptions under this section shall not postpone the due dates of, or relieve the amounts of, any mandatory sinking fund redemption amounts due under this Indenture, except to the extent that any such mandatory sinking fund redemption amounts are reduced by partial redemptions.

(d) **[*Mandatory Sinking Fund Redemption.*** The Bonds maturing February 1, _____, are subject to mandatory redemption on each February 1 beginning February 1, _____, and shall be redeemed on the dates set forth below at 100% of the principal amount of the Bonds called for redemption plus interest accrued and unpaid to the date fixed for redemption, without premium:

**Term Bond Maturing February 1, _____**

| Redemption Date | Principal Amount |
|---|---|
| * | |

* Final maturity.

(c) ***Special Mandatory Redemption***. The Bonds are subject to special mandatory redemption by the Issuer, in whole but not in part, on any date in the event that moneys in the Debt Service Fund, the Debt Service Reserve Fund and the Revenue Fund, each as defined in the Indenture, are sufficient to redeem all of the Bonds at a redemption price of 100% of such Bonds outstanding, together with accrued interest thereon to the date fixed for redemption.

**Notice of Redemption**. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by registered, certified or first-class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the bond register maintained by the Trustee. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

**Book-Entry System**. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Trustee will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal of, and redemption premium, if any, and interest on, this Bond, (b) notices and (c) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners.

The Issuer and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Trustee and the Securities Depository.

**Transfer and Exchange**. EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Indenture, only upon the bond register maintained by the Trustee at the above-mentioned office of the Trustee by the registered owner hereof in person or by such owner'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 owner's duly authorized attorney, and thereupon a new Bond or Bonds of the same maturity and in the same aggregate principal amount, 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 on the bond register maintained by the Trustee 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 fully registered Bonds without coupons in the denominations of $5,000 or any integral multiple thereof.

**Limitation on Rights**. The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding 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. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

**Authentication**. This Bond shall not be valid or become obligatory for any purpose 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 law.

IN WITNESS WHEREOF, THE CITY OF RAYTOWN, MISSOURI has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its seal to be affixed or imprinted hereon, all as of the Dated Date specified above.

CITY OF RAYTOWN, MISSOURI

By:_____
Mayor

[SEAL]

ATTEST:

By:_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture

Date of Authentication:_____

UMB Bank, N.A.,
Trustee

By:_____
Authorized Signatory

`

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells**,** assigns and transfers unto

_____

(Print or Type Name, Address and Social
Security Number or 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 thereof, with full power of substitution in the premises.

Dated:_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution)

By:_____
Title:_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17AD-15 (17 CFW 240.17 Ad-15).

**EXHIBIT C**

**DISBURSEMENT REQUEST**
**(§ 4.03—COSTS OF ISSUANCE FUND)**

Request No.: 1
Date: _____, 20__

To: UMB Bank, N.A.
Corporate Trust Department
Kansas City, Missouri,
as Trustee

Re: $[PRINAMT] City of Raytown, Missouri, Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018

You are hereby requested and directed as Trustee under the Trust Indenture dated as of December 1, 2018 (the "Indenture"), between the City of Raytown, Missouri and you, as Trustee, to pay from moneys in the Costs of Issuance Fund, pursuant to **Section 4.03** of the Indenture, to the following payees the following amounts for the following Costs of Issuance (as defined in the Indenture):

| Payee | Amount | Description of Costs of Issuance |
|---|---|---|
| See Attached Schedule | | |

The undersigned Issuer Representative hereby states and certifies that each item listed above is a proper Cost of Issuance (as defined in the Indenture) that was incurred in connection with the issuance of the above-referenced Bonds, and the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

CITY OF RAYTOWN, MISSOURI

By:_____
Issuer Representative

# CONTINUING DISCLOSURE UNDERTAKING

**relating to**
**$[PRINAMT]**
**CITY OF RAYTOWN, MISSOURI**
**ANNUAL APPROPRIATION-SUPPORTED**
**TAX INCREMENT AND SALES TAX REFUNDING REVENUE BONDS**
**(RAYTOWN LIVE REDEVELOPMENT PLAN –**
**REDEVELOPMENT PROJECT AREA 1)**
**SERIES 2018**

**THIS CONTINUING DISCLOSURE UNDERTAKING dated December ___, 2018** (this "**Undertaking**"), is executed and delivered by the City of Raytown, Missouri (the "**City**") as the "**Obligated Person**" in connection with the issuance of the above-captioned bonds (the "**Bonds**"). The Bonds are being issued pursuant to Ordinance No. ___ - 18, passed on November 20, 2018 (the "**Ordinance**"), and a Trust Indenture dated as of December 1, 2018 (the "**Indenture**"), by and between the City and UMB Bank, N.A. as Trustee (the "**Trustee**").

In order to permit the Purchaser to comply with the provisions of Rule 15c2-12 of the Securities Exchange Commission, as amended, in connection with the public offering of the Bonds, the City hereby covenants and agrees, for the sole and exclusive benefit of holders and Beneficial Owners (as hereinafter defined) of the Bonds, as follows:

**Section 1. Definitions**. In addition to the definitions set forth in the Ordinance and the Indenture, which apply to any capitalized term used in this Undertaking unless otherwise defined, the following capitalized terms shall have the following meanings:

"**Annual Information**" means the financial information and operating data described in **Section 3(a)(i)** and **(ii)** hereof.

"**Beneficial Owner**" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any Bonds for federal income tax purposes.

"**Bonds**" means the City of Raytown, Missouri, Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018.

"**City**" means the City of Raytown, Missouri, a fourth class city and political subdivision duly organized under the laws of the State of Missouri, and any successor thereto.

"**EMMA**" means the Electronic Municipal Market Access system for municipal securities disclosures established by the MSRB, which can be accessed at www.emma.msrb.org. All information to be provided to the MSRB pursuant to this Undertaking shall be submitted through EMMA in an electronic format and accompanied by identifying information, both as prescribed by the MSRB.

"**Fiscal Year**" means the City's fiscal year, which is currently November 1 to October 31, or as it may be hereafter defined by the City.

"**GAAP**" means generally accepted accounting principles as prescribed from time to time for governmental units by the Governmental Accounting Standards Board.

"**GAAS**" means generally accepted auditing standards as in effect from time to time in the United States.

"**Indenture**" means the Trust Indenture dated as of December 1, 2018, by and between the City and UMB Bank, N.A.

"**MSRB**" means the Municipal Securities Rulemaking Board, established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"**Obligated Person**" means the person (including an issuer of separate securities) that is committed by contract or other arrangements structured to support payment of all or part of the obligations under the Bonds.

"**Official Statement**" means the Official Statement relating to the Bonds dated November ___, 2018.

"**Purchaser**" means Stifel, Nicolaus & Company, Incorporated, as the underwriter of the Bonds.

"**Rule**" means Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the effective date of this Undertaking which are applicable to this Undertaking.

**"Semi-Annual Information"** means the operating data described in **Section 3(a)(iii)** hereof.

**Section 2. Obligations to Providing Continuing Disclosure**.

(a) Obligations of the City.

(i) The City hereby undertakes, for the benefit of the holders and Beneficial Owners of the Bonds, to provide to the MSRB no later than 240 days after the end of each Fiscal Year, commencing with the Fiscal Year ending October 31, 2018, the Annual Information relating to such Fiscal Year.

(ii) The City hereby undertakes, for the benefit of the holders and Beneficial Owners of the Bonds, to provide to the MSRB (A) no later than 240 days after April 30 (beginning April 30, 2019) the Semi-Annual Information for the period from November 1 through April 30 of the current Fiscal Year and (B) no later than 240 days after the end of each Fiscal Year, commencing with the Fiscal Year ending October 31, 2018, the Semi-Annual Information for the period from May 1 through October 31 of the prior Fiscal Year.

(iii) If audited financial statements of the type described in **Section 3(a)(i)** below are to be provided as part of the Annual Information but are not available to be submitted with the rest of the Annual Information on or before the date provided in subsection (i) above, unaudited financial statements shall be submitted and the audited financial statements shall be submitted to the MSRB, if and when they become available.

(iv) The Paying Agent, if other than an officer of the City, shall notify the City of the occurrence of any of the Material Events with respect to the Bonds listed in **Section 2(a)(v)** hereof, promptly upon becoming aware of the occurrence of any such event.

(v) In a timely manner not in excess of 10 business days after the occurrence of any of the following events, the City shall give, or cause to be given, to the MSRB, notice of the occurrence of any of the following events with respect to the Bonds (collectively, the **"Material Events"**):

(A) principal and interest payment delinquencies;
(B) non-payment related defaults, if material;
(C) unscheduled draws on debt service reserves reflecting financial difficulties;
(D) unscheduled draws on credit enhancements reflecting financial difficulties;
(E) substitution of credit or liquidity providers, or their failure to perform;
(F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(G) modifications to the rights of holders of the Bonds, if material;
(H) Bond calls, if material, and tender offers;
(I) defeasances;
(J) release, substitution or sale of property securing repayment of the Bonds, if material;
(K) rating changes;
(L) bankruptcy, insolvency, receivership or similar event of the City;
(M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(N) appointment of a successor or additional trustee, or the change of name of the trustee, if material.

(vi) The City shall also provide to the MSRB, in a timely manner, notice of any failure of the City to provide the MSRB the Annual Information required by **Section 2(a)(i)** or **2(a)(ii)** or the Semi-Annual Information required by **Section 2(a)(iii)** on or before the date specified. If the Annual Information or Semi-Annual Information is not filed within the applicable time period specified in Section 2(a) hereof, the City shall send, or cause to be sent, a notice to the MSRB in substantially the form attached as Exhibit A to this Undertaking.

(b) Termination or Modification of Disclosure Obligation. The obligations of the City hereunder with respect to the Bonds may be terminated if the City is no longer an "obligated person" with respect to the Bonds within the meaning of the Rule, as amended from time to time. Upon any such termination, the City shall provide written notice thereof to the MSRB.

(c) Other Information. Nothing herein shall be deemed to prevent the City from disseminating any other information in addition to that required hereby in the manner set forth herein or

in any other manner. If the City voluntarily disseminates any such additional information, the City shall have no obligation hereunder to update such information or include it in any future materials disseminated hereunder.

**Section 3. Annual Information and Semi-Annual Information**.

(a) Specified Information. The Annual Information shall consist of the audited financial statements of the City described in subsection (i) below and the operating data described in subsection (ii) below. The Semi-Annual Information shall consist of the operating data described in subsection (iii) below:

(i) Audited financial statements of the City of the type and substantially in the format included in Appendix B to the Official Statement under the heading "FINANCIAL STATEMENTS OF THE CITY OF RAYTOWN, MISSOURI;"

(ii) Data of the type included in Appendix A of the Official Statement in the tables under the heading "PROPERTY TAX AND SALES TAX INFORMATION" as follows:

- Property Valuations – Current Assessed Valuation
- History of Assessed Valuation
- History of Estimated True Value
- Tax Rates – Operating Levy
- Tax Collection Record
- Sales Tax Revenues
- Transportation Sales Tax and Capital Improvement Sales Tax Revenues

and

(iii) Actual collections of Payments in Lieu of Taxes related to Redevelopment Project Area 1, Economic Activity Tax Revenues related to Redevelopment Project Area 1, Net CID Sales Tax and Net TDD Sales Tax for the prior fiscal year.

(b) Incorporation by Reference. All or any portion of the Annual Information or Semi-Annual Information of the City may be provided by specific incorporation by reference to any other documents which have been filed with the MSRB and/or the Securities Exchange Commission.

(c) Information Categories. The requirements contained in this Undertaking under **Section 3(a)** are intended to set forth a general description of the type of financial information and operating data to be provided by the City and such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of **Section 3(a)** call for information that no longer can be generated or relates to operations that have been materially changed or discontinued, a statement to that effect shall be provided.

**Section 4. Financial Statements**. The annual financial statements of the City for each Fiscal Year shall be prepared in accordance with GAAP (unless applicable accounting principles are otherwise disclosed) and audited by an independent accounting firm in accordance with GAAS (but only if audited financial statements are otherwise available for such Fiscal Year). The annual financial statements may be provided by specific incorporation by reference to any other documents which have been filed with the Securities and Exchange Commission and the MSRB.

**Section 5. Remedies**. If the City should fail to comply with a provision of this Undertaking, then any holder or Beneficial Owner of the Bonds may enforce, for the equal benefit and protection of all the holders or Beneficial Owners of the Bonds similarly situated, by mandamus or other suit or proceeding at law or in equity, against such party and any of its officers, agents and employees, and may compel such party or any such officers, agents or employees to perform and carry out their duties under this Undertaking; provided that the sole and exclusive remedy for breach of this Undertaking shall be an action to compel specific performance of the obligations of such party hereunder, and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances and, provided further, that the rights of any holder or Beneficial Owner to challenge the adequacy of the information provided in accordance with **Sections 2** and **3** hereunder are conditioned upon the provisions of the Indenture with respect to the enforcement of remedies of holders upon the occurrence of an Event of Default thereunder as though such provisions applied hereunder. Failure of the City to perform its obligations hereunder shall not constitute an Event of Default under the Indenture.

**Section 6. Parties in Interest**. The provisions of this Undertaking shall inure solely to the benefit of holders and Beneficial Owners from time to time of the Bonds and shall create no rights in any other person or entity.

**Section 7. Amendments**.

(a) Without the consent of the holders or Beneficial Owners of the Bonds, the City and the trustee for the Bonds, at any time and from time to time, may together enter into amendments or changes to this Undertaking for any purposes with respect to the Bonds, if:

(i) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City or any type of business or affairs it conducts;

(ii) the undertakings set forth herein, as amended, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule on the date hereof, after taking into account any amendments to, or interpretation by the staff of the Securities and Exchange Commission of, the Rule, as well as any change in circumstances; and

(iii) the amendment, in the opinion of nationally recognized bond counsel, does not materially impair the interests of the holders or Beneficial Owners of the Bonds.

(b) Annual Information and Semi-Annual Information for any Fiscal Year containing any amended operating data or financial information for such Fiscal Year shall explain, in narrative form, the reasons for such amendment and the impact of the change in the type of operating data or financial information in the Annual Information or Semi-Annual Information being provided for such Fiscal Year. If a change in accounting principles is included in any such amendment, such Annual Information with respect to the City's audited financial statements shall present a comparison between the financial statements or information prepared on the basis of the amended accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent reasonably feasible, such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent in a timely manner by the City to the MSRB.

**Section 8.** **Termination**. This Undertaking shall remain in full force and effect with respect to the Bonds until such time as all principal, redemption premium, if any, and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased pursuant to the Indenture; provided, however, that if the Rule (or successor provision) shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and provided further, that if and to the extent the Rule (or successor provision), or any provision thereof, shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder. Upon any legal defeasance, the City shall provide notice of such defeasance to the MSRB, and such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

**Section 9.** **Notices**. Any notices or communications to the City regarding this Undertaking may be given as follows:

City of Raytown, Missouri
10000 E. 59th Street
Raytown, Missouri 64133
Attention: Finance Director
Telephone: (816) 737-6084
Facsimile: (816) 737-6142

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

**Section 10.** **Governing Law**. **THIS UNDERTAKING SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW; PROVIDED, HOWEVER, THAT TO THE EXTENT THIS UNDERTAKING ADDRESSES MATTERS OF FEDERAL SECURITIES LAWS, INCLUDING THE RULE, THIS UNDERTAKING SHALL BE GOVERNED BY SUCH FEDERAL SECURITIES LAWS AND OFFICIAL INTERPRETATIONS THEREOF.**

**Section 11. Counterparts.** This Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

***[Remainder of page intentionally left blank.]***

**IN WITNESS WHEREOF**, the undersigned has duly authorized, executed and delivered this Undertaking as of the date written below.

DATED: December __, 2018.

**CITY OF RAYTOWN, MISSOURI**, as the Obligated Person

By:_____
Name: Michael McDonough
Title: Mayor

**Exhibit A**

**to**

**Continuing Disclosure Undertaking**

**Notice To MSRB Of Failure To File Annual Report**

| | |
|---|---|
| Name of Issuer/ Obligated Person: | City of Raytown, Missouri (the "City") |
| Name of Bond Issue: | $_____ City of Raytown, Missouri, Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018. |
| Date of Issuance: | December __, 2018 |

NOTICE IS HEREBY GIVEN that the Obligated Person has not provided [Annual Information] [Semi-Annual Information] with respect to the above-named Bonds as required by the Continuing Disclosure Undertaking dated as of the Date of Issuance. The Obligated Person anticipates that the Annual Report will be filed by _____.

Dated _____

CITY OF RAYTOWN,
MISSOURI/[DISSEMINATION AGENT]

By _____

**PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER __, 2018**

**REFUNDING ISSUE**
**BOOK-ENTRY-ONLY**

**S&P Global Ratings: BBB**
**See "BOND RATINGS" herein**

*In the opinion of Kutak Rock LLP, Kansas City, Missouri, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming continuing compliance with certain covenants, interest on the Bonds (including any original issue discount) is excludable from gross income for federal and Missouri income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. See "**TAX MATTERS**" herein and the form of Opinion of Bond Counsel attached hereto as **Appendix D**.*

# $[PRINAMT]*
# CITY OF RAYTOWN, MISSOURI
# ANNUAL APPROPRIATION-SUPPORTED
# TAX INCREMENT AND SALES TAX REFUNDING REVENUE BONDS
# (RAYTOWN LIVE REDEVELOPMENT PLAN – REDEVELOPMENT PROJECT AREA 1)
# SERIES 2018

**Dated: Date of Delivery**

**Maturities, Principal Amounts, Interest Rates, Prices and CUSIP Numbers are shown on the Inside Cover Page**

The Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018 (the "**Bonds**") are being issued by the City of Raytown, Missouri (the "**City**" or the "**Issuer**") for the purposes of (i) providing funds to refund the herein-defined Refunded Bonds, (ii) funding a debt service reserve fund for the Bonds and (iii) paying certain costs related to the issuance of the Bonds. See "**PLAN OF FINANCE**" herein.

The Bonds will be issued under a Trust Indenture dated as of December 1, 2018, between the City and UMB Bank, N.A. (the "Trustee").

THE BONDS AND THE INTEREST THEREON SHALL BE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM (i) PAYMENTS IN LIEU OF TAXES, (ii) SUBJECT TO ANNUAL APPROPRIATION BY THE CITY, ECONOMIC ACTIVITY TAX REVENUES, (iii) SUBJECT TO ANNUAL APPROPRIATION BY THE HEREIN-DEFINED CID, NET CID SALES TAX REVENUES, (iv) SUBJECT TO ANNUAL APPROPRIATION BY THE HEREIN-DEFINED TDD, NET TDD SALES TAX REVENUES, (v) SUBJECT TO ANNUAL APPROPRIATION BY THE CITY, CITY REVENUES, AND (vi) CERTAIN MONEYS ON DEPOSIT UNDER THE INDENTURE, AND ARE SECURED BY A TRANSFER, PLEDGE AND ASSIGNMENT OF AND A GRANT OF A SECURITY INTEREST IN THE TRUST ESTATE TO THE TRUSTEE AND IN FAVOR OF THE OWNERS OF THE BONDS, AS PROVIDED IN THE INDENTURE. THE BONDS AND INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION OR PROVISION, AND SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED FOR IN THE INDENTURE. THE ISSUANCE OF THE BONDS SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE CITY TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. NO BREACH BY THE CITY OF ANY SUCH PLEDGE, MORTGAGE, OBLIGATION OR AGREEMENT MAY IMPOSE ANY LIABILITY, PECUNIARY OR OTHERWISE, UPON THE STATE OF MISSOURI OR ANY CHARGE UPON ITS GENERAL CREDIT OR ITS TAXING POWER.

The Bonds will be issued as fully registered bonds without coupons, and, when issued, will be registered in the name of Cede & Co., as Bondowner and nominee for the Depository Trust Company ("**DTC**"), New York, New York. DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry only form, in denominations of $5,000 or integral multiples thereof. Purchasers will not receive certificates representing their interests in Bonds purchased. So long as Cede & Co., as nominee of DTC, is the Bondowner, references herein to the Bondowners or Registered Owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (as defined in this Official Statement) of the Bonds. See "**Book-Entry System**" attached hereto as **Appendix F**.

Principal of the Bonds will be paid on the dates and in the years in which the Bonds mature as set forth on the inside cover page hereof. Interest on the Bonds will accrue from the date of issuance and be payable semi-annually on each February 1 and August 1, commencing August 1, 2019.

The Bonds are subject to redemption prior to maturity as more fully described under the section herein captioned "**THE BONDS – Redemption**."

Prospective investors are advised that none of the property comprising the Redevelopment Project 1 (as such term is defined herein) and no other property is pledged as security for the Bonds. There is no mortgage securing the Bonds.

An investment in the Bonds is subject to a number of significant risk factors, and prospective purchasers should read the section herein captioned "BONDOWNERS' RISKS." The Bonds may not be suitable investments for all persons, and prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should confer with their own legal and financial advisors and should be able to bear the risk of loss of their investment in the Bonds before considering a purchase of the Bonds.

This cover page contains information for quick reference only and is not a summary of the Bonds. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision

The Bonds are offered when, as and if issued by the City, subject to the approval of legality by Kutak Rock LLP, Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the City by Kapke & Willerth, L.L.C., City Attorney. Certain

* Preliminary, subject to change

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

disclosure matters will be passed upon for the City by its disclosure counsel, Kutak Rock LLP, Kansas City, Missouri. Certain legal matters will be passed upon for the Underwriter by its counsel, Thompson Coburn LLP, St. Louis, Missouri. It is expected that the Bonds will be available for delivery at DTC on or about December __, 2018.

STIFEL

This Official Statement is dated _____, 2018

**$[PRINAMT]***
**CITY OF RAYTOWN, MISSOURI**
**ANNUAL APPROPRIATION-SUPPORTED**
**TAX INCREMENT AND SALES TAX REFUNDING REVENUE BONDS**
**(RAYTOWN LIVE REDEVELOPMENT PLAN –**
**REDEVELOPMENT PROJECT AREA 1)**
**SERIES 2018**

**Dated: Date of Delivery**

**SERIAL BONDS**

| Maturity Date (February 1) | Principal Amount* | Interest Rate (%) | Price (%) | CUSIP Number[1] |
|---|---|---|---|---|
| 2019 | $ | | | |
| 2020 | | | | |
| 2021 | | | | |
| 2022 | | | | |
| 2023 | | | | |
| 2024 | | | | |
| 2025 | | | | |
| 2026 | | | | |
| 2027 | | | | |
| 2028 | | | | |
| 2029 | | | | |
| 2030 | | | | |
| 2031 | | | | |

**TERM BONDS**

[$_____ _____% Term Bonds Due February 1, _____ Price: ____% CUSIP[1]: ___]

*(1) Copyright 2018 CUSIP Global Services. CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by S&P Capital IQ. The CUSIP numbers listed above are being provided solely for the convenience of Owners only at the time of issuance of the Bonds and neither the City nor the Underwriter make any representation with respect to such numbers or undertake any responsibility for the selection or their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions.*

* Preliminary, subject to change

## REGARDING USE OF THE OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the City or by any person to give any information or to make any representations with respect to the Bonds offered hereby, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any offer, solicitation or sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the City or the Underwriter. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. No representation, warranty, or guarantee is made by the City or the Underwriter as to the accuracy or completeness of any information in this Official Statement, including, without limitation, the information contained in the appendices hereto, and nothing contained in this Official Statement is or shall be relied upon as a promise or representation by the City or the Underwriter.

**The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information**. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information presented herein since the date hereof.

IN CONNECTION WITH THE OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS ANY INDENTURE AUTHORIZING THE ISSUANCE OF THE BONDS BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE BONDS ARE BEING OFFERED IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS.

**IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.**

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and

the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

Any CUSIP numbers for the Bonds included in the final Official Statement are provided for convenience of the owners and prospective investors. The CUSIP numbers for the Bonds have been assigned by an organization unaffiliated with the City. The City is not responsible for the selection of the CUSIP numbers and makes no representation as to the accuracy thereof as printed on the Bonds or as set forth on the final Official Statement. No assurance can be given that the CUSIP numbers for the Bonds will remain the same after the date of issuance and delivery of the Bonds.

## FORWARD-LOOKING STATEMENTS

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**" and "**BONDOWNERS' RISKS**" sections of this Official Statement. The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (i) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (ii) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL, ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, AND (iii) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, BUSINESS PARTNERS AND COMPETITORS, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE, AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT WILL PROVE TO BE ACCURATE.

**UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT ARE BASED ON INFORMATION AVAILABLE TO THE CITY ON THE DATE HEREOF, AND THE CITY ASSUMES NO OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN THE EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR, OTHER THAN AS INDICATED UNDER THE CAPTIONS "INTRODUCTION-CONTINUING DISCLOSURE" AND "CONTINUING DISCLOSURE" AND IN APPENDIX E – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" ATTACHED HERETO.**

**CITY OF RAYTOWN, MISSOURI**
**City Hall**
**10000 E. 59th Street**
**Raytown, Missouri 64133**

## ELECTED OFFICIALS

**MAYOR**
Michael McDonough

**BOARD OF ALDERMEN MEMBERS**

| | | | |
|---|---|---|---|
| Ward 1 | Karen Black | Ward 3 | Mark Moore |
| Ward 1 | Frank Hunt | Ward 4 | William Van Buskirk |
| Ward 2 | Jason Greene | Ward 4 | Steve Meyers |
| Ward 2 | James Aziere | Ward 5 | Derek Ward |
| Ward 3 | Ryan Myers | Ward 5 | Bonnaye Mims |

## CITY ADMINISTRATIVE OFFICIALS

**CITY ADMINISTRATOR**
Vacant

**ASSISTANT CITY ADMINISTRATORS**
Missy Wilson
Damon Hodges

**CITY ATTORNEY**
Kapke & Willerth, L.L.C.

**CITY CLERK**
Teresa Henry

**FINANCIAL ADVISOR**
Columbia Capital Management, LLC
Overland Park, Kansas

**BOND COUNSEL**
Kutak Rock LLP
Kansas City, Missouri

**DISCLOSURE COUNSEL**
Kutak Rock LLP
Kansas City, Missouri

**UNDERWRITER'S COUNSEL**
Thompson Coburn LLP
St. Louis, Missouri

[*insert photos of shopping center / Wal-Mart this page*]

*[insert map of Raytown showing Wal-Mart location]*

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**APPENDIX A** **INFORMATION REGARDING THE CITY OF RAYTOWN, MISSOURI**
**APPENDIX B** **FINANCIAL STATEMENTS REGARDING THE CITY OF RAYTOWN, MISSOURI FOR THE FISCAL YEAR ENDED OCTOBER 31, 2017**
**APPENDIX C** **DEFINITIONS AND SUMMARY OF INDENTURE**
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**OFFICIAL STATEMENT**

**$[PRINAMT]***
**CITY OF RAYTOWN, MISSOURI**
**ANNUAL APPROPRIATION-SUPPORTED TAX INCREMENT**
**AND SALES TAX REFUNDING REVENUE BONDS**
**(RAYTOWN LIVE REDEVELOPMENT PLAN – REDEVELOPMENT PROJECT AREA 1)**
**SERIES 2018**

## INTRODUCTION

**The following introductory statement is subject in all respects to more complete information contained elsewhere in this Official Statement and is qualified in its entirety by reference to the more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. The order and placement of materials in this Official Statement, including the appendices, are not to be deemed to be a determination of relevance, materiality or relative importance, and this Official Statement, including the cover page and the appendices, must be considered in its entirety. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.**

**For definitions of certain capitalized terms used herein and not otherwise defined, see Appendix C to this Official Statement.**

### Purpose of the Official Statement

The purpose of this Official Statement is to furnish information relating to (i) the City of Raytown, Missouri (the "**City**"), (ii) the City's Annual Appropriation-Supported Tax Increment and Sales Tax Refunding Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1), Series 2018 (the "**Bonds**"), (iii) a development project (the "**Redevelopment Project 1**") known as the "**Raytown Live Project**" which is located on an approximately 21.2 acre portion ("**Redevelopment Project Area 1**") within a tax increment financing redevelopment area (the "**Redevelopment Area**") within the City and (iv) the Pledged Revenues available for payment of debt service on the Bonds. See **"THE BONDS," "THE RAYTOWN LIVE PROJECT"** and **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS"** herein.

### The City

The City is a fourth class city and political subdivision established under the laws of the State of Missouri (the "**State**"). The City is located in eastern Jackson County, Missouri and within the Kansas City Metropolitan Statistical Area. As of July 1, 2018, the City has an estimated population of 30,457. See the caption "**THE CITY**" in this Official Statement and **Appendix A** to this Official Statement for additional information relating to the City.

* Preliminary, subject to change

**The Bonds are not general obligations of the City and are payable solely from the Pledged Revenues pursuant to the Indenture and as described in this Official Statement. The information regarding the City contained in Appendix A should not be construed as an indication that the Bonds are payable from any source other than the sources described in this Official Statement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.**

**The Bonds**

The City will issue the Bonds pursuant to a Trust Indenture dated as of December 1, 2018 (the "**Indenture**"), between the City and the Trustee. The City will issue its Bonds for the purpose of providing funds (i) to currently refund $31,240,000 which is the entire outstanding principal amount of the City's Annual Appropriation-Supported Tax Increment and Sales Tax Revenue Bonds (Raytown Live Redevelopment Plan – Redevelopment Project Area 1) Series 2007 (the "**Series 2007 Bonds**" or the "**Refunded Bonds**"), (ii) to fund a debt service reserve fund for the Bonds and (iii) to pay certain costs related to the issuance of the Bonds. See "**PLAN OF FINANCE – Sources and Uses of Bond Funds and Other Moneys**" in this Official Statement. The Series 2007 Bonds were issued to finance certain eligible redevelopment costs within the herein-defined Redevelopment Project Area 1, including the relocation of certain facilities and operations of the Raytown C-2 School District. See "**Proceedings Regarding the Redevelopment Area and Redevelopment Project Area 1**" and "**Redevelopment Project 1**" below and "**THE RAYTOWN LIVE PROJECT**" herein.

A description of the Bonds is contained in this Official Statement under the caption "**THE BONDS**." All references to the Bonds are qualified in their entirety by the definitive form thereof and the provisions with respect thereto included in the Indenture. See **Appendix C – "DEFINITIONS AND SUMMARY OF THE INDENTURE"** attached hereto.

The Bonds and the interest thereon are special, limited obligations of the City, payable solely from the funds of the City held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate granted pursuant to the Indenture to the Trustee and in favor of the Owners of such Bonds. The Trust Estate consists of all right, title and interest of the City in the Pledged Revenues and all other moneys and securities from time to time held by the Trustee under the Indenture (except payments required to be made to meet the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended, whether or not held in the Rebate Fund). See "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**" herein.

The Bonds are subject to redemption prior to maturity as described under the section herein captioned "**THE BONDS – Redemption.**"

**Proceedings Regarding the Redevelopment Area and Redevelopment Project Area 1**

In 2005 and 2006, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "**TIF Act**"), the City implemented tax increment financing regarding an approximate 30.5 acre site in the City generally located east of Raytown Road between eastbound and westbound Highway 350 (the "**Redevelopment Area**"), as identified in the Raytown Live Tax Increment Financing Plan (as amended, the "**Redevelopment Plan**") by adopting all ordinances approving the Redevelopment Plan. The Redevelopment Plan provided for the development and financing of a retail center that was to be known as "**Raytown Live**" in multiple phases, including for development in Redevelopment Project Area 1 and for additional development within an area designated as "Redevelopment Project Area 2. See "**THE RAYTOWN LIVE PROJECT**" herein for a description of the completed development within Redevelopment Project Area 1 and Redevelopment Project Area 2. The Redevelopment Plan

contemplates a third phase of development within the Redevelopment Area; however, no development has been completed for the third phase. As of the date of this Official Statement, only the Wal-Mart Supercenter described below in "Development Within the Redevelopment Area" has been completed within Redevelopment Project Area 1. The City has indicated that it has no information regarding plans for additional development in either Redevelopment Project Area 1 or Redevelopment Project Area 2.

**Development Within the Redevelopment Area**

Redevelopment Project 1 was the first phase of the Raytown Live Project, and consisted of the acquisition and redevelopment of a 21.2 acre tract of land, including construction of a 175,000 square foot Wal-Mart Supercenter. On May 22, 2007, the Board of Aldermen of the City adopted an ordinance approving Redevelopment Project 1 as described in the Redevelopment Plan for Redevelopment Project Area 1 and adopting tax increment financing within Redevelopment Project Area 1 pursuant to the TIF Act. The Wal-Mart Supercenter has operated since September 2009 and Wal-Mart recently made additional improvements to the Supercenter, including the addition of pickup lanes for online ordering. According to the City, Wal-Mart owns all of the land in Redevelopment Project Area 1 and the Wal-Mart Supercenter building and, as such, no further development is anticipated to occur in Redevelopment Project Area 1. See "**THE RAYTOWN LIVE PROJECT — Redevelopment Project 1**" herein.

Redevelopment Project 2 is comprised of approximately five pad sites adjacent to Redevelopment Project Area 1, containing approximately 100,000 square feet of completed? retail space. **With the exception of the CID Sales Tax Revenues attributable to the Westlake Ace Hardware store, no other revenues generated within Redevelopment Project Area 2 constitute Pledged Revenues or are otherwise available for payment of debt service on the Bonds.** See **THE RAYTOWN LIVE PROJECT — Redevelopment Project 2**" herein for a discussion of development within Redevelopment Project Area 2 and of the CID Sales Revenues attributable to the Westlake Ace Hardware store.

**Security and Sources of Payment for the Bonds**

***The Indenture and Trust Estate***. The Bonds and the interest thereon are special obligations of the City, payable solely from the Pledged Revenues held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in the Indenture. The Trust Estate for the Bonds established in the Indenture consists of: (a) all right, title and interest of the City in the Pledged Revenues, consisting of all herein defined Net Proceeds, and (b) all other moneys and securities from time to time held by the Trustee under the terms of the Indenture (excluding amounts held in the Rebate Fund). For a complete description of the sources of payment of the Bonds and definitions of the terms set forth in this paragraph, see **Appendix C -** "**DEFINITIONS AND SUMMARY OF THE INDENTURE**" and "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**" herein.

***Pledged Revenues***. Pursuant to the Indenture, the City has pledged, as security for the payment of the Bonds, all of its rights and interests the Pledged Revenues as provided therein. Pledged Revenues consist of (i) the Payments in Lieu of Taxes generated in Redevelopment Project Area 1, (ii) subject to annual appropriation by the City, the Economic Activity Tax Revenues (including the TIF Portion of CID Revenues and the TIF Portion of the TDD Revenues) generated in Redevelopment Project Area 1, (iii) subject to annual appropriation by the TDD and the TDD Sales Tax Limit, Net TDD Sales Tax revenues transferred to the City, (iv) subject to annual appropriation by the CID, Net CID Sales Tax revenues transferred by the CID to the City, and (v) subject to annual appropriation by the City, the City Revenues, as such terms are further defined and described below. Pledged Revenues do not include the Payments in Lieu of Taxes and Economic Activity Taxes attributable to the Raytown Fire Protection District, as indicated in footnotes 1 and 2 to the Historical Net Proceeds table under the caption

"**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Historical Net Proceeds**" herein. For a complete description of the sources of payment of the Bonds and definitions of the terms set forth in this paragraph, see **Appendix C** - "**DEFINITIONS AND SUMMARY OF INDENTURE**" attached hereto and the Indenture, a copy of which may be obtained as provided below under the subheading captioned **"Definitions and Summaries of Documents**."

***Payments in Lieu of Taxes and Economic Activity Tax Revenues.*** Payments in Lieu of Taxes generated in Redevelopment Project Area 1 and Economic Activity Tax Revenues (including the TIF Portion of CID Revenues and the TIF Portion of TDD Revenues generated in Redevelopment Project Area 1) are defined in the Indenture as **"TIF Revenues**."

The Indenture defines "**Payments in Lieu of Taxes**" or "**PILOTs**" as those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the TIF Act) attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in Redevelopment Project Area 1 over and above the certified total initial equalized assessed valuation of the real property in Redevelopment Project Area 1, as provided for by Section 99.845 of the TIF Act. Beginning August 28, 2014, if the voters in a taxing district vote to approve an increase in such taxing district's levy rate for ad valorem tax on real property, any additional revenues generated within an existing redevelopment project area that are directly attributable to the newly voter-approved incremental increase in such taxing district's levy rate shall not be considered payments in lieu of taxes subject to deposit into a special allocation fund without the consent of such taxing district. **For purposes of the Indenture, PILOTS do not include any payments in lieu of taxes relating to ad valorem taxes of the Raytown Fire Protection District.**

The Indenture defines "**Economic Activity Tax Revenues**" or "**EATs**" as fifty percent (50%) of the total additional revenue from taxes which are imposed by the Issuer or any other taxing districts (as that term is defined in the TIF Act) and which taxes are generated by economic activities within Redevelopment Project Area 1 over the amount of such taxes generated by economic activities within such Redevelopment Project Area 1 in the calendar year preceding the adoption of tax increment financing for Redevelopment Project Area 1 while tax increment financing remains in effect (subject to annual appropriation by the Issuer as provided in the TIF Act), but excluding therefrom (i) personal property taxes, (ii) any taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, (iii) taxes levied pursuant to Section 70.500 R.S.Mo., (iv) taxes levied for the purpose of public transportation pursuant to Section 94.660 R.S.Mo., (v) taxes imposed on sales pursuant to Subsection 2 of Section 67.1712, R.S.Mo., for the purpose of operating and maintaining a metropolitan park and recreation district, (vi) licenses, fees or special assessments other than payments in lieu of taxes and any penalty and interest thereon, (vii) any sales tax imposed by a county with a charter form of government and with more than six hundred thousand but fewer than seven hundred thousand inhabitants, for the purpose of sports stadium improvement or levied by such county under Section 238.410, R.S. Mo., for the purpose of the county transit authority operating transportation facilities, or for redevelopment plans and projects adopted or redevelopment projects approved by ordinance after August 28, 2013, and (viii) taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes for the purpose of emergency communication systems. Beginning August 28, 2014, if the voters in a taxing district vote to approve an increase in such taxing district's sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within an existing redevelopment project area that are directly attributable to the newly voter-approved incremental increase in such taxing district's levy rate shall not be considered economic activity taxes subject to deposit into a special allocation fund without the consent of such taxing district. **For the purpose of the Indenture, EATs do not include any moneys representing sales or use taxes imposed by the Raytown Fire Protection District**. In (iii) above, the tax authorized to be levied pursuant to Section 70.500 R.S.Mo. relates to the

Metropolitan Culture District, commonly known as the Bistate Commission, and has not been levied since 2002. In (vii) above, the description refers to Jackson County.

***City Revenues***. City Revenues are anticipated to be available, subject to annual appropriation by the City, to make up for any deficiencies in the amount of funds provided by Payments in Lieu of Taxes or Economic Activity Tax Revenues related to Redevelopment Project Area 1, Net CID Sales Tax revenues or Net TDD Sales Tax revenues to pay debt service on the Bonds. The anticipated sources of funds for any appropriated City Revenues are (i) the incremental local sales tax revenues associated with Redevelopment Project Area 1 that are not captured as Economic Activity Tax Revenues and that are available to the City to pay debt service on the Bonds and (ii) general municipal revenues otherwise available to the City for appropriation to pay debt service on the Bonds. (Revenues from local sales taxes that are statutorily restricted to a particular use inconsistent with the purpose for which the Bonds are issued would not be available for appropriation by the City as part of City Revenues.) **In the event that the Wal-Mart Supercenter or any other retail entities located in Redevelopment Project Area 1 close while the Bonds are outstanding or there is a significant deficiency in the amount of Pledged Revenues available for payment of debt service on the Bonds, it is uncertain, and possibly unlikely, that the City will have sufficient City Revenues available to appropriate for payment of the full amount of debt service on the Bonds. See "BONDOWNERS' RISKS – Risk of Payment Default on the Bonds Due to Insufficient City Revenues" herein.**

The City has used City Revenues consisting of the incremental local sales tax revenues associated with Redevelopment Project Area 1 that are not captured as Economic Activity Tax Revenues as identified in (i) above on an annual basis to pay debt service on the Series 2007 Bonds as indicated in footnote 3 to the table set forth under the caption "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Historical Net Proceeds and Debt Service Coverage**." The City has only once transferred general municipal revenues identified in (ii) above to the Trustee to pay debt service on the Series 2007 Bonds while the Series 2007 Bonds have been outstanding, and such transfer was necessitated by the timing of the City's receipt of certain property and sales tax revenues rather than a deficiency in the Pledged Revenues (including the incremental local sales tax revenues identified in (i) above) available for payment of debt service on the Series 2007 Bonds.

***EATs and City Revenues Subject to Annual Appropriation by the City.*** The City covenants in the Indenture that the City officer responsible for formulating the City budget will be directed to include in the budget proposal submitted to the Board of Aldermen in each fiscal year that the Bonds are outstanding a request for an appropriation of (i) Economic Activity Tax Revenues on deposit in the Special Allocation Fund and (ii) other legally available funds of the City in an amount equal to the principal of and interest on the Bonds during the next fiscal year of the City which appropriated amount, or portion thereof, may be transferred to the Trustee as City Revenues at the times and in the manner provided in the Indenture.

***Transportation Development District Revenues***. Pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.275, inclusive, of the Revised Statutes of Missouri, as amended (the "**TDD Act**"), the Raytown Highway 350 Transportation Development District (the "**TDD**") was formed in May 2007 as a political subdivision of the State for the purpose of financing a portion of the costs of certain transportation improvements within and benefiting Redevelopment Project Area 1. Pursuant to a resolution adopted and approved by the Board of Directors of the TDD on May 9, 2007, the TDD authorized a one-eighth of one percent (0.125%) sales tax for a period of not to exceed 30 years from the date on which the sales tax is first imposed (the "**TDD Sales Tax**"), for the purpose of providing revenue to pay a portion of the costs of certain transportation improvements within and benefiting Redevelopment Project Area 1. The TDD Sales Tax was first imposed July 1, 2007 and will terminate no

later than June 30, 2037. See "**THE RAYTOWN 350 HIGHWAY TRANSPORTATION DEVELOPMENT DISTRICT AND TDD SALES TAX**" herein.

The boundaries of the TDD encompass only Redevelopment Project Area 1 and certain additional property on which transportation improvements were made; there are no retail facilities in the TDD other than those in Redevelopment Project Area 1. A map of the TDD is set out under the caption "**THE RAYTOWN 350 HIGHWAY TRANSPORTATION DEVELOPMENT DISTRICT AND TDD SALES TAX – Transportation Development District**."

Fifty percent (50%) of the revenues from the TDD Sales Tax (the "**TIF Portion of TDD Sales Tax**") which are generated by economic activities within Redevelopment Project Area 1 are captured as Economic Activity Tax Revenues pursuant to the TIF Act and are available, subject to annual appropriation by the City, for payment of the Bonds under the Indenture.

The City and the TDD entered into a Cooperative Agreement dated as of May 23, 2007, as amended by the First Amendment to the Cooperative Agreement dated as of May 10, 2010 (as amended, the "**TDD Agreement**") wherein, among other things, the TDD agrees to transfer, subject to annual appropriation, the remaining portion of the TDD Sales Tax revenues that are not included in the TIF Portion of the TDD Sales Tax, less certain administrative and operating costs (the "**Net TDD Sales Tax**,"), to the Trustee for deposit in the appropriate account of the Revenue Fund. See "**THE RAYTOWN 350 HIGHWAY TRANSPORTATION DEVELOPMENT DISTRICT AND TDD SALES TAX – TDD Agreement**" herein.

The Indenture caps the amount of Net TDD Sales Tax revenues to be used to pay debt service on the Bonds, at the TDD Sales Tax Limit. The Indenture defines TDD Sales Tax Limit as the aggregate amount of Net TDD Sales Tax revenues that may be used on a cumulative basis to pay (1) approximately 12.3% of the principal of, premium, if any, and interest on the Bonds, which is that portion of the Bonds allocable to the TDD Improvements, (2) rebate, if any, owed to the United States of America, and (3) approximately 12.3% of the fees and expenses of the Trustee and Paying Agent and other authorized fees and expenses related to financing the TDD Improvements pursuant to the Indenture. Historically, Net TDD Sales Tax revenues have been equal to approximately 1% of the debt service on the Series 2007 Bonds. Accordingly, it is not expected that the Net TDD Sales Tax revenues will ever achieve or exceed the TDD Sale Tax Limit.

The TDD has appropriated Net TDD Sales Tax revenues in each year that the Series 2007 Bonds have been outstanding following the opening of the Wal-Mart Supercenter.

***Community Improvement District Revenues***. Pursuant to the Community Improvement District Act, Sections 67.1400 through 67.1571, inclusive, of the Revised Statutes of Missouri, as amended, (the "**CID Act**"), and an ordinance adopted by the City on March 27, 2007, the City approved the formation of the Highway 350 Community Improvement District (the "**CID**"), as a political subdivision of the State for the purpose of financing a portion of the costs of certain public improvements within Redevelopment Project Area 1. Pursuant to a resolution adopted and approved by the Board of Directors of the CID on June 4, 2007, as approved by the qualified voters within the CID on July 24, 2007, the CID authorized imposition of a seven-eighths of one percent (0.875%) sales tax for a period of 30 years from the date on which the sales tax is first imposed (the "**CID Sales Tax**"), for the purpose of providing revenue to pay a portion of the costs of certain public improvements within Redevelopment Project Area 1. The CID Agreement described below provides that only CID Sales Tax moneys generated within Redevelopment Project Area 1 will be pledged to the repayment of the Bonds, except that CID Revenues (as defined in the CID Agreement) generated within Redevelopment Project Area 2 (as defined in the CID Agreement) from sales from the Westlake Hardware store will also be pledged, subject to annual appropriation by the

Board of Directors of the CID. The CID Sales Tax was first imposed January 1, 2008 and will terminate no later than December 31, 2037. See "**THE HIGHWAY 350 COMMUNITY IMPROVEMENT DISTRICT AND CID SALES TAX**" herein.

The boundaries of the CID encompass the entire Redevelopment Area and not just Redevelopment Project Area 1. A map of the CID is set out under the caption "**THE HIGHWAY 350 COMMUNITY IMPROVEMENTS DISTRICT AND CID SALES TAX – Community Improvement District**." However, as noted in this section, the CID Agreement limits CID Sales Tax revenues to moneys generated within Redevelopment Project Area 1, except for sales from the Westlake Hardware store in Redevelopment Project Area 2. Under agreements that the City has entered with respect to Redevelopment Project Area 2, Payments in Lieu of Tax and Economic Activity Tax Revenues received from other stores in Redevelopment Project Area 2 are used to pay costs associated with eligible improvements in Redevelopment Project Area 2.

Fifty percent (50%) of the revenues from the CID Sales Tax (the "**TIF Portion of CID Sales Tax**") which are generated by economic activities within Redevelopment Project 1 are captured as Economic Activity Tax Revenues pursuant to the TIF Act and are available, subject to annual appropriation by the City, as Pledged Revenues for payment of the Bonds under the Indenture.

The City and the CID have entered into a Cooperative Agreement dated May 31, 2007 (the "**CID Agreement**") wherein, among other things, the CID agrees to pledge to the Trustee, subject to annual appropriation, the remaining portion of the CID Sales Tax revenues which is not included in the TIF Portion of CID Sales Tax generated in Redevelopment Project Area 1 (defined therein as "**CID Revenues**") and in addition, the CID Revenues from the CID Sales Tax imposed on the Westlake Ace Hardware store in Redevelopment Project Area 2, less certain administrative and operating costs (the "**Net CID Sales Tax**"), as a source of funds for repayment of the Bonds. See "**THE HIGHWAY 350 COMMUNITY IMPROVEMENTS DISTRICT AND CID SALES TAX – CID Agreement**" herein.

The CID has appropriated Net CID Sales Tax revenues in each year that the Series 2007 Bonds have been outstanding following the opening of the Wal-Mart Supercenter. Historically, the portion of such appropriation by the CID relating to moneys generated from the Westlake Hardware store in Redevelopment Project Area 2 in each year has included both the TIF Portion of the CID Sales Tax and the remaining portion of the CID Sales Tax revenues that are not included in the TIF Portion of the CID Sales Tax.

The TIF Act provides that 23 years from the adoption of the ordinance approving a redevelopment project is the maximum amount of time for the retirement of obligations incurred to finance redevelopment project costs. **THE OBLIGATIONS OF THE ISSUER TO TRANSFER TIF REVENUES TO THE TRUSTEE FOR THE REPAYMENT OF THE BONDS TERMINATES ON MAY 21, 2030, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL. THEREAFTER, THE REVENUES AVAILABLE FOR REPAYMENT OF THE BONDS WILL BE, SUBJECT TO APPROPRIATION BY THE APPROPRIATE ENTITY, NET CID SALES TAX REVENUES AND NET TDD SALES TAX REVENUES.** See "**THE RAYTOWN LIVE PROJECT**" and "**TAX INCREMENT FINANCING IN MISSOURI**" herein.

**THE OBLIGATION OF THE CID AND THE TDD TO CONSIDER APPROPRIATIONS OF NET CID SALES TAX REVENUES AND NET TDD SALES TAX REVENUES, RESPECTIVELY, PURSUANT TO THE CID AGREEMENT AND THE TDD AGREEMENT, RESPECTIVELY, FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS SHALL CONTINUE UNTIL THE PAYMENT IN FULL OF THE BONDS AND**

**DISCHARGE OF THE INDENTURE; PROVIDED, HOWEVER, THAT NEITHER THE CID NOR THE TDD SHALL HAVE ANY LEGAL OBLIGATION TO MAKE ANY SUCH APPROPRIATIONS.**

| **Source of Revenues** | **Start Date** | **End Date** |
|---|---|---|
| Payments in Lieu of Taxes and Economic Activity Tax Revenues | May 22, 2007 | May 21, 2030 |
| TDD Sales Tax | July 1, 2007 | June 30, 2037 |
| CID Sales Tax | January 1, 2008 | December 31, 2037 |

**THE OBLIGATION OF THE CITY TO CONSIDER APPROPRIATIONS OF CITY REVENUES PURSUANT TO THE INDENTURE FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS SHALL CONTINUE UNTIL THE PAYMENT IN FULL OF THE BONDS AND DISCHARGE OF THE INDENTURE; PROVIDED, THAT THE CITY HAS NO LEGAL OBLIGATION TO MAKE ANY SUCH APPROPRIATIONS**.

***Net Proceeds.*** As defined by the Indenture, "**Net Proceeds**" means all moneys on deposit (including investment earnings thereon) in (1) the PILOTs Subaccount of Redevelopment Project Area 1 Account of the Special Allocation Fund, (2) subject to annual appropriation by the City, the EATs Subaccount of the Redevelopment Project Area 1 Account of the Special Allocation Fund, (3) subject to annual appropriation by the TDD and the TDD Sales Tax Limit, the Net TDD Sales Tax revenues transferred by the TDD to the Trustee and on deposit in the TDD Sales Tax Account of the Revenue Fund, (4) subject to annual appropriation by the CID, the Net CID Sales Tax revenues transferred by the CID to the Trustee and on deposit in the CID Sales Tax Account of the Revenue Fund, and (5) any City Revenues on deposit in the City Revenues Account of the Revenue Fund. Net Proceeds do not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (ii) any sum which is the subject of a suit or other claim which suit or claim challenges the collection of such sum. See "**Historical Net Proceeds and Debt Service Coverage**" herein for historical collections of Net Proceeds.

***Debt Service Reserve Fund***. As additional security for the Bonds, a Debt Service Reserve Fund will be funded with a portion of the proceeds of the Bonds in the amount of $_____* (the "Debt Service Reserve Requirement"). Amounts in the Debt Service Reserve Fund will be available to pay principal of and interest on the Bonds in the event that there are no other moneys sufficient and available for such purpose and to contribute to the final payment of principal and interest on the Bonds. See **Appendix C** - "**DEFINITIONS AND SUMMARY OF INDENTURE**" attached hereto.

***No Mortgage or General Obligation***. The Bonds are not secured by a mortgage on any property in Redevelopment Project Area 1 or any other property. However, under the TIF Act, Payments in Lieu of Taxes that are due and owing constitute a lien against the real estate in Redevelopment Project Area 1 from which they are derived. Upon a default in the payment of any Payments in Lieu of Taxes on real property in Redevelopment Project Area 1, the lien for such unpaid Payments in Lieu of Taxes may be enforced, as provided by Missouri law. See **"TAX INCREMENT FINANCING IN MISSOURI — Assessments and Collections of Ad Valorem Taxes"** herein.

**THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT CONSTITUTE AN**

* Preliminary, subject to change.

**INDEBTEDNESS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT.**

Prospective investors are advised that none of the property comprising the Raytown Live Project is pledged as security for the Bonds. Neither the City, any developer of property in the Raytown Live Project, nor any affiliate of such entity or any partner, officer, director, agent or representative of such entity, has pledged its credit or assets or has provided any guaranty, surety or undertaking of any kind, moral or otherwise, to pay the principal of, premium, if any, and interest on the Bonds.

No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture, the CID Agreement or the TDD Agreement, against any past, present or future elected official of the City, the CID or the TDD or any trustee, officer, official, employee or agent of the City, the CID or the TDD as such, either directly or through the City, the CID or the TDD or any successor to the City, the CID or the TDD under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise.

**Revenue Limitations**

The Indenture imposes a cap on the percentage of each payment of principal or and interest on the Bonds that can be paid with TDD Sales Tax revenues (the **"TDD Sales Tax Limit"**). As noted above, the Indenture defines TDD Sales Tax Limit as the aggregate amount of Net TDD Sales Tax revenues that may be used on a cumulative basis to pay (1) approximately 12.3% of the principal of, premium, if any, and interest on the Bonds, which is that portion of the Bonds allocable to the TDD Improvements, (2) rebate, if any, owed to the United States of America, and (3) approximately 12.3% of the fees and expenses of the Trustee and Paying Agent and other authorized fees and expenses related to financing the TDD Improvements pursuant to the Indenture. Since Net TDD Sales Tax revenues have been equal to approximately 1% of the debt service on the Series 2007 Bonds, it is not expected that the Net TDD Sales Tax revenues will ever achieve or exceed the TDD Sale Tax Limit. See ***"Transportation Development District Revenue"*** above and **"SECURITY AND SOURCES OF PAYMENT FOR THE BOND – TDD Sales Tax Revenues"** herein.

**Bondowners' Risks**

An investment in the Bonds is subject to a number of significant risk factors, and prospective purchasers should read the section herein captioned **"BONDOWNERS' RISKS."** The Bonds may not be suitable investments for all persons, and prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should confer with their own legal and financial advisors and should be able to bear the risk of loss of their investment in the Bonds before considering a purchase of the Bonds. See "**BONDOWNERS' RISKS**" herein.

### Financial Statements and Financial Information

Audited financial statements of the City for the fiscal year ended October 31, 2017, are included in **Appendix B** to this Official Statement. The audited financial statements have been audited by a firm of independent certified public accountants, to the extent and for the periods indicated in the report of such firm, which is also included in **Appendix B**. The City did not request the independent certified public accountants to perform any additional work or any post-audit procedures subsequent to the date of its audit report on the October 31, 2017 financial statements. See "**FINANCIAL STATEMENTS AND FINANCIAL INFORMATION**" herein.

### Continuing Disclosure

In connection with the issuance of the Bonds, the City will enter into a Continuing Disclosure Undertaking and agree to provide continuing disclosure information as required by Rule 15c2-12 of the Securities and Exchange Commission at the conclusion of each fiscal year of the City, unless otherwise provided in the Continuing Disclosure Undertaking and to provide notice of certain enumerated events within ten (10) business days of the occurrence of the event. See "**CONTINUING DISCLOSURE**" for a discussion of the City's compliance with its prior continuing disclosure undertaking in connection with the Series 2007 Bonds. See **Appendix E** attached hereto for a form of the Continuing Disclosure Undertaking.

### Definitions and Summaries of Documents

Definitions of certain words and terms used in this Official Statement and summaries of certain Transaction Documents are included in this Official Statement in **Appendix C**. Such definitions and summaries do not purport to be comprehensive or definitive. All references herein to such documents are qualified in their entirety by reference to the definitive forms of such documents, copies of which may be obtained from the Underwriter, Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri, provided that such request is made within ninety (90) days after the end of the underwriting period (as defined in SEC Rule 15c2-12) and will be provided to any prospective purchaser requesting the same upon payment of the cost of complying with such request.

## THE BONDS

### General

The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri. The Bonds will be issuable as fully registered bonds, without coupons, in denominations of $5,000 and any integral multiple thereof. The Bonds will be dated as of the date of initial issuance and delivery thereof.

The Bonds will mature on the dates and in the principal amounts set forth on the inside cover page of this Official Statement, subject to redemption and payment prior to maturity as described herein. The Bonds, when issued, will be registered in the name of Cede & Co., as nominee for DTC. Payment of the principal of, premium, if any, and interest on the Bonds will be made, and notices and other communications to the Bondowners will be given, directly to DTC or its nominee, Cede & Co., by the Trustee. In the event the Bonds are not in a book-entry-only system, payment of the principal of, premium, if any, and interest on the Bonds will be made and such notices and communications will be given as described in the Indenture. See **Appendix F** "**BOOK-ENTRY SYSTEM**" attached hereto.

**Interest Rates**

The Bonds shall bear interest at the rates set forth on the inside cover page of this Official Statement (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent payment date to which interest has been paid or duly provided for, payable on February 1 and August 1 in each year, beginning on August 1, 2019.

**Redemption**

Optional Redemption. The Bonds maturing on February 1, 20__, and thereafter are subject to redemption and payment prior to maturity at the option of the City on and after February 1, 20___, as a whole or in part at any time from maturities selected by the City, at the redemption price equal to the principal amount thereof, plus accrued interest to the Redemption Date

Special Mandatory Redemption – Moneys in Debt Service Fund, Debt Service Reserve Fund and Revenue Fund. The Bonds are subject to special mandatory redemption by the City, in whole but not in part, on any date in the event that moneys in the Debt Service Fund, the Debt Service Reserve Fund and the Revenue Fund are sufficient to redeem all of the Bonds at a redemption price of 100% of such Bonds Outstanding, together with accrued interest thereon to the date fixed for redemption.

Special Mandatory Redemption – Moneys in Redemption Account. The Bonds are subject to special mandatory redemption by the Issuer on each Interest Payment Date, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, in an amount equal to the amount which is on deposit in the Redemption Account of the Debt Service Fund on such date (or if such date is not a Business Day, the immediately preceding Business Day), subject to the Indenture requirements that Bonds may be redeemed only in the principal amount of $5,000 or any integral multiple thereof. Partial redemptions of Bonds under this section shall be made in the inverse order of maturity or required mandatory sinking fund redemption payments. Any partial redemptions under this section shall not postpone the due dates of, or relieve the amounts of, any mandatory sinking fund redemption amounts due under this Indenture, except to the extent that any such mandatory sinking fund redemption amounts are reduced by partial redemptions.

[Mandatory Sinking Fund Redemption. The Bonds maturing February 1, ____, are subject to mandatory redemption on each February 1 beginning February 1, ____, and shall be redeemed on the dates set forth below at 100% of the principal amount of the Bonds called for redemption plus interest accrued and unpaid to the date fixed for redemption, without premium:

**Term Bond Maturing February 1, _____**

| Redemption Date | Principal Amount |
|---|---|
| * | |

* Final maturity]

**Selection of Bonds to be Redeemed**

Bonds may be redeemed only in the principal amount of $5,000 or any integral multiple thereof.

If less than all Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to $5,000 (or other minimum authorized denomination of such Bonds) of the principal of Bonds of a denomination larger than $5,000 (or such other minimum authorized denomination).

**Bonds Redeemed in Part**

Any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor, and the City shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series and maturity of any authorized denomination or denominations as requested by such owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. If the owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 (or other denomination) unit or units of principal amount called for redemption (and to that extent only).

Subject to the approval of the Trustee, in lieu of surrender under the preceding paragraph, payment of the redemption price of a portion of any Bond may be made directly to the registered owner thereof without surrender thereof, if there shall have been filed with such Trustee a written agreement of such owner and, if such owner is a nominee, the Person for whom such owner is a nominee, that payment shall be so made and that such owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such owner shall present such Bond to such Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such Bond in exchange for a new Bond or Bonds for the unredeemed balance of the principal of the surrendered Bond.

**Notice of Redemption**

Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, at least 20 days and not more than 60 days prior to the redemption date to each registered owner of the Bonds to be redeemed at the address shown on the bond register.

All official notices of redemption shall be dated and shall state: (a) the redemption date; (b) the redemption price; (c) the principal amount of the Bonds to be redeemed and, if less than all Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts, numbers and maturity dates) of the Bonds to be redeemed; (d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (e) the place where the Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other paying agent for the Bonds.

The failure of any owner of Bonds to receive notice given as provided in the Indenture, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in the Indenture shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

In addition to the foregoing notice, further notice shall be given by the Trustee on behalf of the City at least two days before the date of mailing of such notice (i) to the registered owners by registered or certified mail or overnight delivery service, (ii) to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, and (iii) to one or

more national information services that disseminate notices of redemption of obligations such as the Bonds. Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed, (b) the date of issue of the Bonds as originally issued, (c) the rate of interest borne by each Bond being redeemed, (d) the maturity date of each Bond being redeemed, and (e) any other descriptive information needed to identify accurately the Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above described.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in the indenture to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from such Trustee, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date.

**Payment, Discharge and Defeasance**

The Bonds will be deemed to be paid and discharged and no longer Outstanding under the Indenture and will cease to be entitled to any lien, benefit or security of such indenture if the City shall pay or provide for the payment of such Bonds in any one or more of the following ways: (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable; (b) by delivering such Bonds to the Trustee therefor for cancellation; or (c) by depositing in trust with the Trustee or other paying agent therefor moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of the indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with cash or Defeasance Obligations pursuant to subsection (c) of the preceding paragraph, subject to receipt by the Trustee of (i) for any advance refunding, a verification report prepared by independent certified public accountants, or other verification agent, and (ii) an Opinion of Bond Counsel addressed and delivered to the Trustee and the City to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Bonds then Outstanding and any and all other amounts required to be paid under the provisions of the Indenture has been provided for in the manner set forth in such Indenture and, to the effect that so providing for the payment of any such Bonds will not cause the interest on such Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of the indenture.

The foregoing notwithstanding, the liability of the City in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment (either directly or through any paying agent, as the Trustee may determine) to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

**Registration, Transfer and Exchange**

The Trustee shall cause to be kept at its principal corporate trust office a register (the "bond register") in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds. The Trustee is appointed "bond registrar" for the purpose of registering Bonds and transfers of Bonds. Bonds may be transferred or exchanged only upon the bond register maintained by the Trustee. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Trustee, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same maturity, of any authorized denominations and of a like aggregate principal amount. Every Bond presented or surrendered for transfer or exchange shall (if so required by the City or the Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the City and the Trustee, as bond registrar, duly executed by the owner thereof or such owner's attorney or legal representative duly authorized in writing. All Bonds surrendered upon any exchange or transfer provided for in the indenture shall be promptly cancelled by the Trustee and thereafter disposed of as required by applicable law. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same security and benefits under the indenture, as the Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee or Securities Depository may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the City. If 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 under the indenture or under the Bonds.

The Trustee shall not be required (a) to transfer or exchange any Bond during a period beginning at the opening of business 15 days before the day of the first publication or the mailing (if there is no publication) of a notice of redemption of such Bond and ending at the close of business on the day of such publication or mailing, or (b) to transfer or exchange any Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Record Date and ending at the close of business on the relevant interest payment date therefor.

The Person in whose name any Bond shall be registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in the indenture, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or such owner's legal representative, but such registration may be changed as provided in the Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

**Mutilated, Lost, Stolen or Destroyed Bonds**

If any mutilated Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the City and the Trustee such security or indemnity as may be required by the Trustee to save the Trustee and the City harmless, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the City shall execute and upon the City's request the Trustee shall authenticate and deliver in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City in its discretion, may pay such Bond instead of issuing a new Bond. Upon the issuance of any new Bond, the City and the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. Every new Bond issued in lieu of any destroyed, lost or stolen Bond, shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of the Indenture equally and ratably with all other Outstanding Bonds. These provisions are exclusive and will preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, lost, stolen or destroyed Bonds.

**CUSIP Numbers**

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on the Bonds, nor any error in the printing of such numbers shall constitute cause for the failure or refusal by the purchaser thereof to accept delivery of and payment for any Bond.

## PLAN OF FINANCE

The City will issue the Bonds pursuant to the Indenture for the purpose of providing funds (i) to refund the Refunded Bonds, (ii) to fund a debt service reserve fund for the Bonds and (iii) to pay certain costs relating to the issuance of the Bonds.

All of the Series 2007 Bonds maturing in the years 2019-2031 in the principal amount of $31,240,000 (the "**Refunded Bonds**") will be currently refunded with proceeds of the Bonds on or about December _____, 2018.

**Sources and Uses of Bond Funds and Other Moneys**

**Sources of Funds**
Par amount of Series 2018 Bonds
Net Reoffering [Premium] [Discount]
Series 2007 Debt Service Reserve Fund
Series 2007 Project Fund
**Total Sources Series 2018 Bonds**

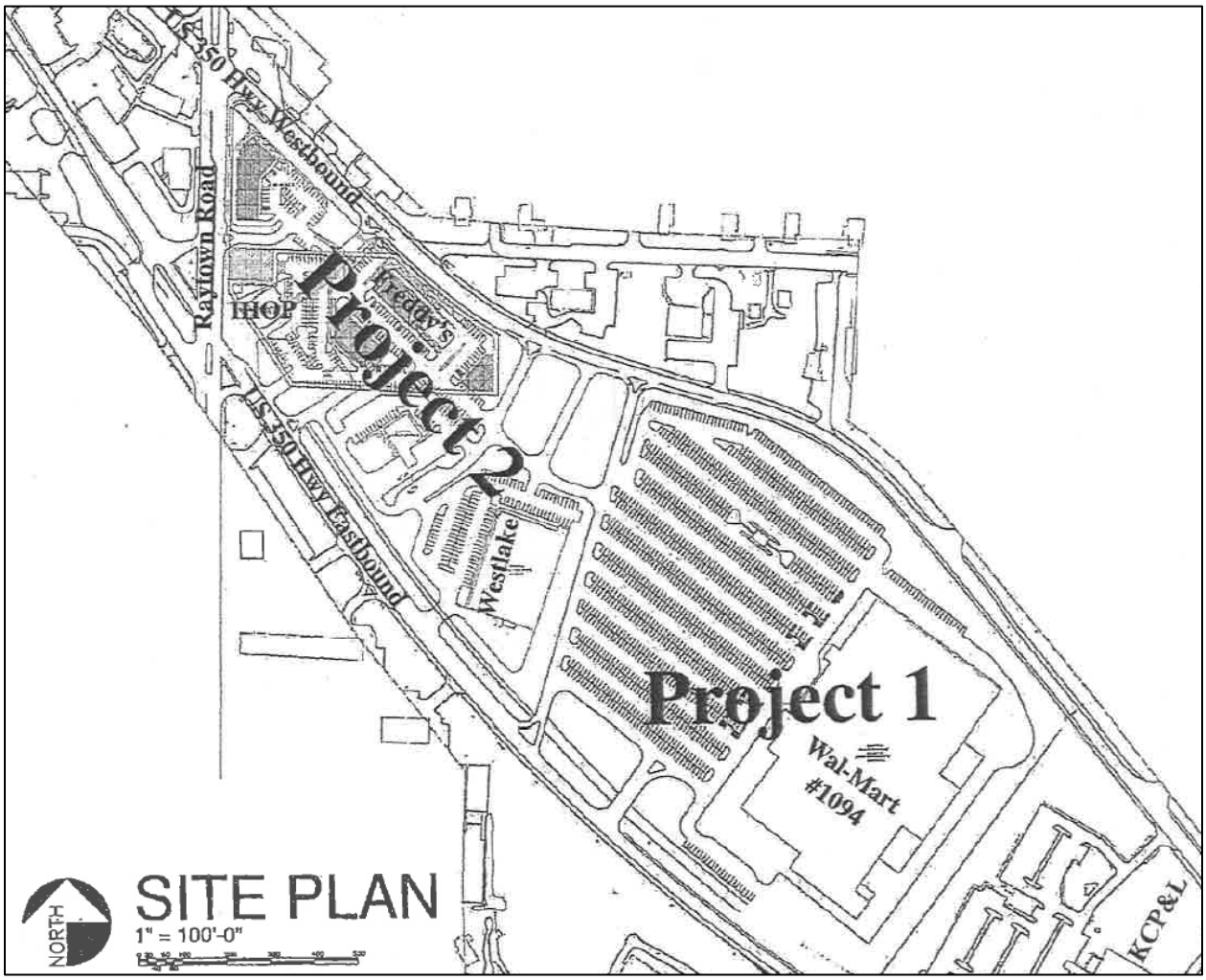
**Uses of Funds**
Refunding Fund for Refunded Bonds
Series 2018 Costs of Issuance Account[1]
Series 2018 Debt Service Reserve Fund
**Total Uses Series 2018 Bonds**
[1] Includes the Underwriter's discount

## THE RAYTOWN LIVE PROJECT

### General

The Raytown Live Project is an approximately [30.5] acre development in the City generally located east of Raytown Road between eastbound and westbound Highway 350. The Raytown Live Project is comprised of Redevelopment Project Area 1 and Redevelopment Project Area 2, labeled "Project 1" and "Project 2" on the site plan below. A third phase of the Raytown Live Project, Redevelopment Project 3, was contemplated but was never completed. The City is not aware of any plans for future development in any of Redevelopment Project Areas 1, 2 or 3.

The following map sets forth the boundaries of Project Areas 1 and 2.

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WITH THE EXCEPTION OF NET CID REVENUES ATTRIBUTABLE TO THE WESTLAKE ACE HARDWARE STORE LOCATED IN REDEVELOPMENT PROJECT AREA 2, ONLY NET CID REVENUES AND NET TDD REVENUES (SUBJECT TO THE TDD REVENUE LIMIT), SUBJECT TO ANNUAL APPROPRIATION BY THE CID AND TDD, RESPECTIVELY, GENERATED IN REDEVELOPMENT PROJECT AREA 1, PAYMENTS IN LIEU OF TAXES AND, SUBJECT TO ANNUAL APPROPRIATION BY THE CITY, ECONOMIC ACTIVITY TAXES (INCLUDING THE TIF PORTION OF THE CID SALES TAX AND THE TIF PORTION OF THE TDD SALES TAX GENERATED WITHIN REDEVELOPMENT PROJECT AREA 1) WHICH ARE GENERATED WITHIN REDEVELOPMENT PROJECT AREA 1 ARE AVAILABLE FOR PAYMENT OF DEBT SERVICE ON THE BONDS. Pledged Revenues do not include the Payments in Lieu of Taxes and Economic Activity Taxes attributable to the Raytown Fire Protection District, as indicated in footnotes 1 and 2 to the Historical Net Proceeds table under the caption "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Historical Net Proceeds**" herein.

**Redevelopment Project Area 1**

On May 22, 2007, the Board of Aldermen of the City adopted an ordinance approving Redevelopment Project 1 as described in the Redevelopment Plan for Redevelopment Project Area 1 and adopted tax increment financing within Redevelopment Project Area 1 pursuant to the TIF Act. As the initial phase of the Raytown Live Project, Redevelopment Project 1 consisted of the redevelopment of a 21.2-acre tract of land, including the acquisition of the property, demolition of existing structures and the construction of a 175,000 square foot Wal-Mart Supercenter pursuant to a redevelopment agreement entered into by and between the City and Wal-Mart Stores, Inc. (**"Wal-Mart"**).

The City and Wal-Mart (and affiliates thereof) previously entered into a Purchase Agreement dated February 20, 2007 pursuant to which Wal-Mart agreed to purchase Redevelopment Project Area 1 from the City subject to the terms and conditions contained therein, and contingent upon the City's performance under the School District Cooperative Agreement discussed below. Subsequently, the City entered into a Redevelopment Agreement with Wal-Mart (the "**Wal-Mart Redevelopment Agreement**") setting forth Wal-Mart's obligations, as developer, for the development of Redevelopment Project Area 1, including the construction of a 175,000 square foot Wal-Mart Supercenter.

To facilitate the development of Redevelopment Project Area 1 under the Wal-Mart Redevelopment Agreement, and pursuant to the terms of the First Amended and Restated Cooperative Agreement dated as of May 17, 2007 (the "**School District Cooperative Agreement**"), the City agreed to use a portion of the Series 2007 Bonds proceeds to purchase property and finance the relocation of certain facilities and operations of the Raytown C-2 School District (the "**School District**") that were at the time located within Redevelopment Project Area 1. Upon the issuance of the Series 2007 Bonds, in addition to funding certain redevelopment project costs incurred by Wal-Mart Stores, Inc. in connection with the development of Redevelopment Project Area 1, the City used a portion of the Series 2007 Bond proceeds to satisfy its obligations under the School District Cooperative Agreement, which included acquiring certain properties for the School District and making $16,758,544 in bond proceeds available to pay certain relocation costs.

Pursuant to the Wal-Mart Redevelopment Agreement, Wal-Mart constructed and opened its 175,000 square foot Wal-Mart Supercenter. The Wal-Mart Supercenter has been open and operating since September 2009. Two additional businesses operate inside the Wal-Mart facility: a Subway restaurant and Regal Nails Salon & Spa.

**Redevelopment Project Area 2**

Redevelopment Project 2 is comprised of approximately five pad sites adjacent to Redevelopment Project Area 1, containing approximately 100,000 square feet of completed? retail space. The Redevelopment Plan for Redevelopment Project 2 was approved by the City and activated in 2011. Approximately _____ square feet of this space was occupied as of the end of fiscal year 2018. Businesses operating in Redevelopment Project Area 2 include Westlake Ace Hardware, Bank of America, IHOP, Freddy's Frozen Custard & Steakburgers and Scooter's Coffee. **With the exception of the CID Sales Tax Revenues attributable to the Westlake Ace Hardware store, no other revenues generated within Redevelopment Project Area 2 constitute Pledged Revenues or are otherwise available for payment of debt service on the Bonds.** See "**THE HIGHWAY COMMUNITY IMPROVEMENTS DISTRICT AND CID SALES TAX – CID Agreement**" relating to the Westlake Ace Hardware store.

**Competition**

Although the tables below are not intended to provide a comprehensive overview of regional businesses that compete with the Wal-Mart Supercenter, it is noted that six Wal-Mart stores (including Wal-Mart Neighborhood Markets) operate within a driving distance of twelve miles from the Wal-Mart Supercenter located in the City as of the date of this Official Statement.

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| Regional Wal-Mart Stores | | | |
|---|---|---|---|
| **Name** | **Description** | **Address** | **Distance**[1] |
| Wal-Mart Supercenter #4553 | Discount Retail/Supermarket | 11601 E. Hwy 40, Kansas City, MO | 5.3 mi |
| Wal-Mart Supercenter #573 | Discount Retail/Supermarket | 1000 N.E. Sam Walton Ln., Lees Summit, MO | 7.5 mi |
| Wal-Mart Neighborhood Market #6500 | Discount Retail/Supermarket | 3411 S. Noland Rd., Independence, MO | 9.2 mi |
| Wal-Mart Supercenter #1014 | Discount Retail/Supermarket | 4000 S. Bolger Rd., Independence, MO | 9.7 mi |
| Wal-Mart Neighborhood Market #998 | Discount Retail/Supermarket | 4701 Mission Rd., Westwood, KS | 10.7 mi |
| Wal-Mart Supercenter #4590 | Discount Retail/Supermarket | 3410 S.W. Market St., Lees Summit, MO | 11.1 mi |

[1] An estimate of the shortest driving distance from the City's Wal-Mart located at 10300 E. 350 Hwy, Raytown, MO.
Source: maps.google.com, October 2018

The table below identifies a number of discount stores, variety stores, and supermarkets operating within ten miles from the Wal-Mart Supercenter located in the City as of the date of this Official Statement.

| Other Retail & Grocery Store Competition | | | |
|---|---|---|---|
| **Name** | **Description** | **Address** | **Distance**[1] |
| Dollar General #7655 | Discount Variety | 9407 E. 350 Hwy., Raytown, MO | 0.9 mi |
| Hy-Vee | Supermarket | 9400 E. 350 Hwy., Raytown, MO | 1.0 mi |
| ALDI | Discount Supermarket | 9215 E. 350 Hwy., Raytown, MO | 1.2 mi |
| Dollar General #166602 | Discount Variety | 8770 Raytown Rd., Kansas City, MO | 1.8 mi |
| The Store | Butcher/Meat Market | 6224 Raytown Rd., Raytown, MO | 1.9 mi |
| Dollar General #17779 | Discount Variety | 9109 E. 63rd St., Raytown, MO | 2.3 mi |
| Price Chopper | Supermarket | 8700 E. 63rd St., Kansas City, MO | 2.9 mi |
| Dollar General #1568 | Discount Variety | 8716 Blue Ridge Blvd., Kansas City, MO | 3.4 mi |
| Save-A-Lot #445 | Discount Supermarket | 8744 Blue Ridge Blvd., Kansas City, MO | 3.4 mi |
| Price Chopper | Supermarket | 9550 Blue Ridge Blvd., Kansas City, MO | 4.7 mi |
| Target | Discount Retail/Grocer | 1850 N.W. Chipman Rd., Lees Summit, MO | 5.6 mi |
| Save-A-Lot #442 | Discount Supermarket | 3500 Blue Ridge Cutoff, Kansas City, MO | 5.7 mi |
| ALDI | Discount Supermarket | 10475 Blueridge Blvd., Kansas City, MO | 5.8 mi |
| Hy-Vee | Supermarket | 4545 S. Noland Rd., Independence, MO | 6.2 mi |
| Hy-Vee | Supermarket | 310 SW Ward Rd., Lee's Summit, MO | 7.1 mi |
| ALDI | Discount Supermarket | 6415 Troost Ave., Kansas City, MO | 7.3 mi |
| Save-A-Lot #461 | Discount Supermarket | 8501 Holmes Rd., Kansas City, MO | 7.8 mi |
| ALDI | Discount Supermarket | 3830 Prospect Ave., Kansas City, MO | 8.0 mi |
| Save-A-Lot #439 | Discount Supermarket | 11200 E. Truman Rd., Independence, MO | 8.2 mi |
| ALDI | Discount Supermarket | 7511 Wornall Rd., Kansas City, MO | 8.4 mi |
| ALDI | Discount Supermarket | 600 S.E. Oldham Pkwy., Lee's Summit, MO | 8.8 mi |
| Target | Discount Retail/Grocer | 8509 State Line Rd., Kansas City, MO | 9.4 mi |
| Target | Discount Retail/Grocer | 17810 E. 39th St., Independence, MO | 9.6 mi |
| Hy-Vee | Supermarket | 301 N.E. Rice Rd., Lee's Summit, MO | 9.8 mi |

[1] An estimate of the shortest driving distance from the City's Wal-Mart located at 10300 E. 350 Hwy, Raytown, MO.
Source: maps.google.com, October 2018

The following map shows the location of the Walmart and Target stores identified on the above tables.

*[insert map]*

The table below identifies a number of hardware stores operating within ten miles from the Wal-Mart Supercenter located in the City as of the date of this Official Statement.

| **Hardware Stores Competition** | | | |
|---|---|---|---|
| **Name** | **Description** | **Address** | **Distance**[1] |
| Westlake Ace Hardware[2] | Hardware/Building Materials | 10130 E. 350 Hwy., Raytown, MO | 0.3 mi |
| Sutherlands Lumber #1220 | Hardware/Building Materials | 6709 Blue Ridge Blvd., Raytown, MO | 1.9 mi |
| Smith Bros. Hardware[3] | Hardware/Building Materials | 9717 E 63rd St., Raytown, MO | 1.9 mi |
| Midwest Foundation Supply | Hardware/Building Materials | 5616 Raytown Rd., Raytown, MO | 2.7 mi |
| Sutherlands Lumber #1203 | Hardware/Building Materials | 13013 E. Hwy 40, Independence, MO | 5.2 mi |

[1] An estimate of the shortest driving distance in miles from the City's Wal-Mart located at 10300 E. 350 Hwy, Raytown, MO. Source: maps.google.com, October 2018.

[2] As discussed throughout this Official Statement, the Westlake Ace Hardware store is located within the CID and Redevelopment Project Area 2 and certain tax revenues from this store are available to pay debt service on the Bonds.

[3] This store is scheduled to close as of _____, 20__.

## THE HIGHWAY 350 COMMUNITY IMPROVEMENTS DISTRICT AND CID SALES TAX

### Community Improvement District

Pursuant to the provisions of the CID Act, the City adopted an Ordinance on March 27, 2007, creating the Highway 350 Community Improvement District (the "**CID**"). The CID is a political subdivision of the State and is authorized to impose certain taxes to carry out its purposes. The boundaries of the CID encompass the entire Redevelopment Area and not just Redevelopment Project Area 1.

The following map sets forth the boundaries of the CID.

*[insert map]*

The CID was created for the purpose of financing a portion of the costs of certain public improvements within the Redevelopment Area. In order to provide such funds, the Board of Directors of the CID approved the CID Sales Tax for a period of 30 years on retail sales occurring on the real property located within the CID.

The Board of Directors of the CID submitted the approval of the CID Sales Tax to the CID's qualified voters. The CID Sales Tax was approved by the qualified voters of the CID on July 24, 2007, and the CID Sales Tax became effective on January 1, 2008 following notification of the approval being sent to the director of the Missouri Department of Revenue. The 30 year term ends December 31, 2037.

Fifty percent (50%) of the revenues from the CID Sales Tax (the "**TIF Portion of CID Sales Tax**") which are generated by economic activities within Redevelopment Project Area 1 are captured as Economic Activity Tax Revenues pursuant to the TIF Act and are available, subject to annual appropriation by the City, as Economic Activity Taxes for payment of debt service on the Bonds. See "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**" herein.

### CID Agreement

The City and CID entered into the CID Agreement in May 2007. The CID Agreement sets out the priority of payment of the CID Sales Tax revenues. Pursuant to the TIF Act and the Redevelopment Plan, the TIF Portion of CID Sales Tax is captured as Economic Activity Tax Revenues and transferred by the CID to the City for deposit into the Special Allocation Fund for the Bonds maintained by the City. Pursuant to the CID Agreement, the CID has agreed to transfer, subject to annual appropriation by the CID, the remaining portion of the CID Sales Tax revenues relating to retail sales within Redevelopment Project Area 1 which is not included in the TIF Portion of CID Sales Tax, referred to herein as the "Net CID Sale Tax" and, further, subject to annual appropriation by the CID, to transfer the CID Sales Tax revenues relating to the existing Westlake Hardware store located in Redevelopment Project Area 2, each as a source of funds for payment of debt service on the Bonds.

The CID has appropriated Net CID Sales Tax revenues in each year that the Series 2007 Bonds have been outstanding following the opening of the Wal-Mart Supercenter.

The Westlake Ace Hardware store in Redevelopment Project Area 2 was in operation when the Series 2007 Bonds were issued. As noted herein, the CID Agreement provides that only CID Sales Tax moneys generated within Redevelopment Project Area 1 will be pledged to the repayment of the Bonds, except that CID Revenues (as defined in the CID Agreement) generated within Redevelopment Project Area 2 (as defined in the CID Agreement) from sales from the Westlake Ace Hardware store will also be

pledged, subject to annual appropriation by the Board of Directors of the CID. Historically, the portion of the CID appropriation relating to moneys generated from the Westlake Hardware store in Redevelopment Project Area 2 in each year has included both the TIF Portion of the CID Sales Tax and the remaining portion of the CID Sales Tax revenues that are not included in the TIF Portion of the CID Sales Tax.

The Westlake Ace Hardware store is leased. According to the City, the Westlake lease states the expiration date is May 31, 2026, and that the lease provides for two 5-year optional extension. There can be no assurance that the Westlake Ace Hardware store lease will be extended past the expiration date.

## THE RAYTOWN 350 HIGHWAY TRANSPORTATION DEVELOPMENT DISTRICT AND TDD SALES TAX

### Transportation Development District

Pursuant to the TDD Act, The Raytown 350 Highway Transportation Development District (the "**TDD**") was formed as a political subdivision of the State of Missouri. The boundaries of the TDD encompass only Redevelopment Project Area 1 and certain additional property on which transportation improvements were made; there are no retail facilities in the TDD other than those in Redevelopment Project Area 1.

The following map sets forth the boundaries of the TDD.

*[insert map]*

The TDD was created for the purpose of financing a portion of the costs of certain transportation improvements within and benefiting Redevelopment Project Area 1. In order to provide such funds, the qualified voters of the TDD, by unanimous verified petition filed with the Circuit Court of Jackson County, Missouri, authorized the TDD to impose a sales tax of up to one percent for a period of up to 30 years. Pursuant to such voter authorization, the Board of Directors of the TDD authorized, the levying of a one-eighth of one percent (0.125%) sales tax (the "**TDD Sales Tax**") on retail sales occurring within the TDD.

The TDD Sales Tax went into effect on July 1, 2007; however, no retail sales occurred within the boundaries of the TDD until the opening of the Wal-Mart Supercenter in 2009. The TDD Sales Tax expires on June 30, 2037.

Fifty percent (50%) of the revenues from the TDD Sales Tax (the "**TIF Portion of TDD Sales Tax**") generated by economic activities within Redevelopment Project Area 1 are captured as Economic Activity Tax Revenues pursuant to the TIF Act and are available, subject to annual appropriation by the City, for payment of debt service on the Bonds. See "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**" herein.

### TDD Agreement

The City and the TDD entered into the TDD Agreement on May 23, 2007, as amended on May 10, 2010. The TDD Agreement sets out the priority of payment of the TDD Sales Tax revenues. Pursuant to the TIF Act and the Redevelopment Plan, the TIF Portion of TDD Sales Tax is captured as Economic Activity Tax Revenues and transferred by the TDD, to the City for deposit into the Special Allocation Fund for the Bonds maintained by the City. Pursuant to the TDD Agreement, the TDD has agreed, subject to annual appropriation, to transfer the remaining portion of the TDD Sales Tax revenues that are not included in the TIF Portion of TDD Sales Tax in the following order of priority: (i) first, the

City shall deduct 1% of the total TDD Sales Tax revenues collected each month for its administrative fee (which 1% shall be computed based on the total TDD Sales Tax revenue, including the TIF Portion of TDD Sales Tax), (ii) second, the City shall pay operating costs of the TDD, which expenses shall not exceed $15,000 on an annual basis unless approved by the City, and (iii) third, the balance shall be transferred to the Trustee for deposit in the appropriate account of the Revenue Fund, such amount is referred to herein as the "Net TDD Sales Tax."

The TDD has appropriated Net TDD Sales Tax revenues in each year that the Series 2007 Bonds have been outstanding following the opening of the Wal-Mart Supercenter.

Over the past six years (fiscal years 2013-18) the City has reported cumulative Net TDD Sales Tax Revenues equal to approximately 1.00% of total debt service costs (principal and interest) due in such years on the Series 2007 Bonds. Since Net TDD Sales Tax revenues have been equal to approximately 1% of the debt service on the Series 2007 Bonds, it is not expected that the Net TDD Sales Tax revenues will ever achieve or exceed the TDD Sale Tax Limit.

## SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

### Limited Obligations; Sources of Payment

The Bonds and the interest thereon are special, limited obligations of the City, payable solely from the funds of the City held by the Trustee as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate granted pursuant to the Indenture to the Trustee and in favor of the Owners of such Bonds. The Trust Estate consists of all right, title and interest of the City in the Pledged Revenues and all other moneys and securities from time to time held by the Trustee under the Indenture (except payments required to be made to meet the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended, whether or not held in the Rebate Fund).

***No Mortgage or General Obligation***. The Bonds are not secured by a mortgage on any property in Redevelopment Project Area 1; however, under the TIF Act, Payments in Lieu of Taxes that are due and owing constitute a lien against the real estate in Redevelopment Project Area 1 from which they are derived. Upon a default in the payment of any Payments in Lieu of Taxes on real property in Redevelopment Project Area 1, the lien for such unpaid Payments in Lieu of Taxes may be enforced, as provided by Missouri law. See **"TAX INCREMENT FINANCING IN MISSOURI — Assessments and Collections of Ad Valorem Taxes"** herein.

**THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT.**

Prospective investors are advised that none of the property comprising the Raytown Live Project is pledged as security for the Bonds. Neither the City, any developer of property in the Raytown Live

Project, nor any affiliate of such entity or any partner, officer, director, agent or representative of such entity, has pledged its credit or assets or has provided any guaranty, surety or undertaking of any kind, moral or otherwise, to pay the principal of, premium, if any, and interest on the Bonds.

No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture, the CID Agreement or the TDD Agreement, against any past, present or future elected official of the City, the CID or the TDD or any trustee, officer, official, employee or agent of the City, the CID or the TDD as such, either directly or through the City, the CID or the TDD or any successor to the City, the CID or the TDD under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise.

**Pledged Revenues**

Pursuant to the Indenture, the City has pledged, as security for the payment of the Bonds, all of its rights and interests in the Pledged Revenues which consist of (i) the Payments in Lieu of Taxes generated in Redevelopment Project Area 1, (ii) subject to annual appropriation by the City, the Economic Activity Tax Revenues (including the TIF Portion of CID Sales Tax Revenues and the TIF Portion of the TDD Sales Tax) generated in Redevelopment Project Area 1, (iii) subject to annual appropriation by the TDD and the TDD Sales Tax Limit, Net TDD Sales Tax revenues transferred by the TDD to the Trustee, (iv) subject to annual appropriation by the CID, Net CID Sales Tax revenues transferred by the CID to the Trustee, and (v) subject to annual appropriation by the City, the City Revenues.

For a discussion of the sources of Pledged Revenues, including definitions of all sources, see **"INTRODUCTION – Security and Sources of Payment for the Bonds – *Pledged Revenues*"** and **Appendix C – "DEFINITIONS AND SUMMARY OF THE INDENTURE"** attached hereto.

**The application of Economic Activity Tax Revenues and any City Revenues to the payment of the Bonds is subject to annual appropriation by the City. There can be no assurance that the City will appropriate such revenues in any year and the Indenture does not obligate the City to do so.** However, the City covenants in the Indenture that the City officer responsible for formulating the City budget will be directed to include in the budget proposal submitted to the Board of Aldermen in each fiscal year that the Bonds are outstanding a request for an appropriation of (i) Economic Activity Tax Revenues on deposit in the Special Allocation Fund and (ii) other legally available funds of the City in an amount equal to the principal of and interest on the Bonds during the next fiscal year of the City which appropriated amount, or portion thereof, may be transferred to the Trustee as City Revenues at the times and in the manner provided in the Indenture.

**The application of Net CID Sales Tax revenues and the Net TDD Sales Tax revenues is subject to annual appropriation by the governing bodies of the CID and TDD, respectively. There can be no assurance that the CID or the TDD will appropriate such revenues in any year.**

The TIF Act provides that 23 years from the adoption of the ordinance approving a redevelopment project is the maximum amount of time for the retirement of obligations incurred to finance redevelopment project costs. **THE OBLIGATIONS OF THE ISSUER TO TRANSFER TIF REVENUES TO THE TRUSTEE FOR THE REPAYMENT OF THE BONDS TERMINATES ON MAY 21, 2030, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL. THEREAFTER, THE REVENUES AVAILABLE FOR REPAYMENT OF THE BONDS WILL BE, SUBJECT TO APPROPRIATION BY THE APPROPRIATE ENTITY, NET CID SALES TAX REVENUES AND NET TDD SALES TAX REVENUES.** See "**THE RAYTOWN LIVE PROJECT**" and "**TAX INCREMENT FINANCING IN MISSOURI**" herein.

**THE OBLIGATION OF THE CID AND THE TDD TO CONSIDER APPROPRIATIONS OF NET CID SALES TAX REVENUES AND NET TDD SALES TAX REVENUES, RESPECTIVELY, PURSUANT TO THE CID AGREEMENT AND THE TDD AGREEMENT, RESPECTIVELY, FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS SHALL CONTINUE UNTIL PAYMENT IN FULL OF THE BONDS AND DISCHARGE OF THE INDENTURE; PROVIDED, HOWEVER, THAT NEITHER THE CID NOR THE TDD SHALL HAVE ANY LEGAL OBLIGATION TO MAKE ANY SUCH APPROPRIATIONS.**

| **Source of Revenues** | **Start Date** | **End Date** |
|---|---|---|
| Payments in Lieu of Taxes and Economic Activity Tax Revenues | May 22, 2007 | May 21, 2030 |
| TDD Sales Tax | July 1, 2007 | June 30, 2037 |
| CID Sales Tax | January 1, 2008 | December 31, 2037 |

City Revenues are anticipated to be available, subject to annual appropriation by the City, to make up for any deficiencies in the amount of funds provided by Payments in Lieu of Taxes or Economic Activity Tax Revenues related to Redevelopment Project Area 1, Net CID Sales Tax revenues or Net TDD Sales Tax revenues to pay debt service on the Bonds. The anticipated sources of funds for any appropriated City Revenues are (i) the incremental local sales tax revenues associated with Redevelopment Project Area 1 that are not captured as Economic Activity Tax Revenues and that are available to the City to pay debt service on the Bonds and (ii) general municipal revenues otherwise available to the City for appropriation to pay debt service on the Bonds. (Revenues from local sales taxes that are statutorily restricted to a particular use inconsistent with the purpose for which the Bonds are issued would not be available for appropriation by the City as part of City Revenues). **In the event that the Wal-Mart Supercenter or any other retail entities located in Redevelopment Project Area 1 close while the Bonds are outstanding or there is a significant deficiency in the amount of Pledged Revenues available for payment of debt service on the Bonds, it is uncertain, and possibly unlikely, that the City will have sufficient City Revenues available to appropriate for payment of the full amount of debt service on the Bonds. See "BONDOWNERS' RISKS – Risk of Payment Default on the Bonds Due to Insufficient City Revenues"** herein.

**THE OBLIGATION OF THE CITY TO CONSIDER APPROPRIATIONS OF CITY REVENUES PURSUANT TO THE INDENTURE FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS SHALL CONTINUE UNTIL THE PAYMENT IN FULL OF THE BONDS AND DISCHARGE OF THE INDENTURE; PROVIDED, THAT THE CITY HAS NO LEGAL OBLIGATION TO MAKE ANY SUCH APPROPRIATIONS.**

***Debt Service Reserve Fund***. As additional security for the Bonds, a Debt Service Reserve Fund will be funded with a portion of the proceeds of the Bonds in the amount of $_____* (the "Debt Service Reserve Requirement"). Amounts in the Debt Service Reserve Fund will be available to pay principal of and interest on the Bonds in the event that there are no other moneys sufficient and available for such purpose and to make the final payment of principal and interest on the Bonds. See **Appendix C** "**DEFINITIONS AND SUMMARY OF INDENTURE**" attached hereto.

* Preliminary, subject to change.

**Transfers and Deposits to the Revenue Fund**

Pursuant to the TIF Act, the City has established a Special Allocation Fund that the City shall maintain and administer solely for the purposes provided in the Indenture until such time as the Indenture has been discharged pursuant to the terms thereof. The City has pledged, as security for the payment of the Bonds, all of its rights and interests in (i) the Payments in Lieu of Taxes generated in Redevelopment Project Area 1, (ii) subject to annual appropriation by the City, the Economic Activity Tax Revenues (including the TIF Portion of CID Sales Tax and the TIF Portion of the TDD Sales Tax) generated in Redevelopment Project Area 1, (iii) subject to annual appropriation by the TDD and the TDD Sales Tax Limit, Net TDD Sales Tax revenues transferred by the TDD to the Trustee, (iv) subject to annual appropriation by the CID, Net CID Sales Tax revenues transferred by the CID to the Trustee, and (v) subject to annual appropriation by the City, the City Revenues.

Pursuant to the Indenture, the City has agreed to transfer as soon as practicable (but no later than the 1st Business Day of each month following receipt thereof) all appropriated Economic Activity Tax Revenues and all Payments in Lieu of Taxes received by the City to the Trustee for deposit in the TIF Revenues Account of the Revenue Fund.

The CID has agreed pursuant to the CID Agreement to transfer as soon as practicable (but no later than the 1st Business Day of each month following receipt thereof), all appropriated Net CID Sales Tax revenues to the Trustee for deposit in the CID Sales Tax Account of the Revenue Fund.

The TDD has agreed pursuant to the TDD Agreement to transfer as soon as practicable (but no later than the 1st Business Day of each month following receipt thereof) all appropriated Net TDD Sales Tax revenues to the Trustee for deposit in the TDD Sales Tax Account of the Revenue Fund.

On the 15th Business Day prior to any Interest Payment Date, or a date on which the Bonds are subject to mandatory sinking fund redemption, the Trustee shall notify the City of the amount of the deficiency, if any, taking account amounts on deposit in the Revenue Fund and the Bond Payment Account of the Debt Service Fund, to pay an installment of principal and/or interest on the Bonds on the next Interest Payment Date or mandatory sinking fund payment date. On or prior to the second Business Day prior to such Interest Payment Date or mandatory sinking fund payment date, the City shall transfer City Revenues in an amount equal to such deficiency, subject to annual appropriation. Moneys provided to the Trustee by the City constituting City Revenues shall be deposited as and when received by the Trustee into the City Revenues Account of the Revenue Fund.

**Application of the Revenue Fund**

Moneys in the Revenue Fund shall be held in trust and shall be applied by the Trustee on the 25th day (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, except as otherwise provided below, first from the TIF Revenues Account, second from the CID Sales Tax Account and from the TDD Sales Tax Account, until the amount drawn from the TDD Sales Tax Account equals the TDD Sales Tax Limit, third, from the Reserve Account, and last, from the City Revenues Account, as follows:

*First*, transfer to the Rebate Fund, when necessary, an amount sufficient to pay any arbitrage rebate, if any, to the United States of America, owed under Section 148 of the Code, including any costs of calculating the arbitrage rebate, as directed in writing by the City in accordance with the Tax Compliance Agreement;

*Second*, taking into account any amounts that may be on deposit in the Bond Payment Account of the Debt Service Fund, transfer to the Bond Payment Account of the Debt Service Fund an amount sufficient to pay the interest due on the Bonds on the next succeeding Interest Payment Date;

*Third*, transfer to the Bond Payment Account of the Debt Service Fund, taking into account any amounts that may be on deposit in such account, an amount sufficient to pay the principal due on the Bonds by their terms on the next succeeding Interest Payment Date and, if the next succeeding Interest Payment Date is February 1, an amount sufficient to pay principal due on the Bonds by their terms on the second succeeding Interest Payment Date;

*Fourth*, transfer to the Debt Service Reserve Fund such amount as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement;

*Fifth*, transfer to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent (but not to exceed $5,000.00 annually), upon delivery to the City of an invoice for such amounts;

*Sixth*, transfer to the City, (1) any amount remaining in the City Revenues Account and (2) any additional amount remaining in the Revenue Fund, such remaining amount to be applied as reimbursement to the City for any City Revenues that the Trustee applied to the payment of debt service on the Bonds and the Series 2007 Bonds in any prior payment period for which the City has not been previously reimbursed; and

*Seventh*, transfer to the Reserve Account of the Revenue Fund, all remaining amounts which shall be applied by the Trustee as provided in the next paragraph.

The Trustee shall use money on deposit in the Reserve Account of the Revenue Fund as provided above in paragraphs *First* through *Sixth*, if moneys in the Revenue Fund are insufficient for any such purpose. Any time that the amount on deposit in the Reserve Account of the Revenue Fund exceeds $50,000, the Trustee shall notify the City and the City shall instruct the Trustee to transfer such excess amount to the Redemption Account of the Debt Service Fund and apply such amount to redeem Bonds on the earliest date that the Bonds may be called for redemption.

If the moneys in the Bond Payment Account of the Debt Service Fund and the Reserve Account of the Revenue Fund are insufficient to pay all scheduled principal of and interest becoming due (by reason of maturity or mandatory sinking fund redemption) on the Bonds on any Interest Payment Date, then such money shall be applied ratably to the payment of interest, according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege, then any remaining money shall be applied ratably to the payment of principal of the Bonds, according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege. Any unpaid interest shall be compounded semiannually on each Interest Payment Date.

Upon the payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the reasonable fees, charges and expenses of the Trustee and any Paying Agent, and any other amounts required to be paid under this Indenture (including payments owed to the City pursuant to paragraph *Sixth* above), all amounts remaining on deposit in the Revenue Fund (1) consisting of TIF Revenues and City Revenues shall be paid to the City for deposit into appropriate accounts in the Special Allocation Fund and for deposit into general City accounts, respectively, (2) consisting of Net TDD Sales Tax revenues shall be paid to the

TDD, (3) consisting of Net CID Revenues shall be paid to the CID, and (4) within the Reserve Account shall be paid to the City for deposit in the Special Allocation Fund.

Notwithstanding anything in the Indenture to the contrary, the City shall not declare any Payments in Lieu of Taxes or Economic Activity Tax Revenues to be "surplus funds" or "excess funds" or permit the distribution of such funds as "surplus funds" pursuant to Section 99.820(12) of the TIF Act so long as any Bonds are outstanding thereunder.

**Historical Net Proceeds and Debt Service Coverage**

Presented in the following table are the historical Net Proceeds that were available for payment of debt service on the Series 2007 Bonds for fiscal years 2013 to 2018 and the debt service requirements for the Series 2007 Bonds. ***The financial information included in such table is not necessarily indicative of the financial results to be achieved for future periods.***

| Historical Revenues | | | | | | | |
|---|---|---|---|---|---|---|---|
| FY[1] Ending Oct. 31 | PILOTs[2] | TIF, Net CID & Net TDD Revenues[3] | Other Incremental Revenues[4] | Earned Interest[6] | Total Revenues | Annual Debt Service on Series 2007 Bonds | Revenue Surplus/ (Shortfall) |
| 2018[5] | $ 306,000 | $ 1,681,000 | $ 602,000 | $ 246,000 | $ 2,835,000 | $ 3,030,650 | $ (195,650) |
| 2017 | 345,473 | 1,651,506 | 771,161 | 214,596 | 2,982,736 | 3,006,150 | (23,414) |
| 2016 | 349,210 | 1,670,890 | 755,321 | 214,510 | 2,989,931 | 2,956,650 | 33,281 |
| 2015 | 343,622 | 1,713,752 | 763,944 | 213,913 | 3,035,231 | 2911,900 | 123,331 |
| 2014 | 374,628 | 1,674,052 | 739,693 | 178,751 | 2,967,124 | 2,867,275 | 99,849 |
| 2013 | 374,628 | 1,584,226 | 718,400 | 172,457 | 2,849,711 | 2,817,900 | 31,811 |

Source: City of Raytown

[1] Six years of historical revenues are presented above for reasons of administrative convenience; prior years' revenues were not immediately accessible due to changes in staffing and software systems.

[2] Includes PILOTs generated within Redevelopment Project Area 1. In 2017 the City settled litigation with the Raytown Fire Protection District (the "Fire District") regarding the Fire District's share of EATs and PILOTs. The City and the Fire District entered into a Mutual Release and Settlement Agreement dated and effective as of November 21, 2017 (the "Effective Date"), providing that the Fire District is entitled to collect and retain 100% of the Fire District's sales taxes captured as EATs within Redevelopment Project Area 1 and PILOTs attributable to real property within the Fire District generated within Redevelopment Project Area 1. To reflect this change, the FY [2017 and] 2018 PILOTs provided above DO NOT include revenues related to the Fire District.

[3] Includes EATs generated within Redevelopment Project Area 1, Net CID Revenues and Net TDD Revenues. The TIF Revenues reported for FY 2017 and FY 2018 DO NOT include the Fire District's sales taxes captured as EATs within Redevelopment Project Area 1, pursuant to the Mutual Release and Settlement Agreement described in Footnote 2. In FY 2017 the Fire District's portion of EATs totaled $77,116.

[4] This reflects the portion of City Revenues attributable to incremental local sales tax revenues generated within Redevelopment Project Area 1 that are not captured as EATs. For FY 2018 and thereafter, 100% of the City's (non-TIF) portion of its Public Safety Tax (amounting to $154,232 in FY 2017) and 75% of the City's (non-TIF) portion of the its Parks and Stormwater Tax (amounting to $28,919 in FY 2017) are not expected to be available to pay debt service on the Bonds. These portions totaled $183,151 in FY 2017.

[5] Fiscal year 2018 PILOTs shown are less than PILOTs in prior years due to a Wal-Mart tax protest. According to the City, Wal-Mart challenged the 2017 assessed value of its property in Redevelopment Project Area 1 and paid the real property taxes attributable to the challenged assessed valuation to the County under protest. According to the City, the County forwarded the PILOTs portion of the Wal-Mart payment to the City; however, until a final determination on the Wal-Mart appeal of its 2017 assessed valuation, the City is required to, and has, set aside an amount sufficient to deposit into the Special Allocation Fund the PILOTs that would otherwise be attributable to Wal-Mart's 2017 property tax payment on the original assessed value of its property. According to the City, the parties have now signed a stipulation regarding Wal-Mart's challenge to its 2017 assessment, in which the parties stipulated that the assessed value for the 2017/2018 tax year as $3,530,240, rather than the assessed value originally made by Jackson County of $3,838,256. The State Tax Commission approved the stipulation on September 11, 2018.

[6] Includes interest income on certain funds and accounts held under the bond indenture for the Series 2007 Bonds, including the Series 2007 Bonds Debt Service Reserve Fund. The City entered into a Debt Service Reserve Forward Delivery Agreement related to the Series 2007 Bonds, dated as of June 22, 2007, by and among the City and Wells Fargo Bank, National Association, as successor in interest to Wachovia Bank, National Association. It is anticipated that this Debt Service Reserve Forward Delivery Agreement will be terminated upon the refunding of the Refunded Bonds, and the terms of the Debt Service Reserve Forward Delivery Agreement will NOT transfer to the Series 2018 Bonds. The portion of a termination payment, if any, not subject to arbitrage rebate that the City receives related to the termination of the Debt Service Reserve Forward Delivery Agreement will be deposited into the Bond Payment Account of the Debt Service Fund pursuant to the Indenture. Following the termination of the Debt Service Reserve Forward Delivery Agreement, the City does not expect that the debt service reserve fund or other funds and accounts related to the Bonds will generate any significant amount of interest income to be available to pay debt service on the Bonds.

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## DEBT SERVICE SCHEDULES

The following table sets forth for each respective fiscal year the aggregate amount required in such fiscal year for the payment of principal and interest on the Bonds:

| **Debt Service on the Bonds*** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Fiscal Year (Oct 31) | Principal | Interest | Total | Estimated[1] Revenues | City[2] Contribution | Estimated[3] Growth | Estimated[4] Excess |
| 2019 | | | | | | | |
| 2020 | | | | | | | |
| 2021 | | | | | | | |
| 2022 | | | | | | | |
| 2023 | | | | | | | |
| 2024 | | | | | | | |
| 2025 | | | | | | | |
| 2026 | | | | | | | |
| 2027 | | | | | | | |
| 2028 | | | | | | | |
| 2029 | | | | | | | |
| 2030 | | | | | | | |
| 2031 | | | | | | | |
| **Total**[5] | | | | | | | |

* Preliminary, subject to change.

[1] Estimated annual revenues based on fiscal year 2018 revenues without growth.

[2] Estimated City contribution to debt service based on fiscal year 2018 revenues without growth.

[3] Estimated growth in annual revenues of ___% necessary to eliminate City contribution to debt service.

[4] Estimated net annual revenues to City in excess of debt service based on growth rate of ___%.

[5] Amounts shown rounded to the nearest dollar. Totals may not add due to rounding to the nearest dollar.

[Remainder of page intentionally left blank]

## THE CITY

The City is a municipal corporation and city of the fourth class organized and existing under the constitution and laws of the State of Missouri. Raytown was founded in 1820, however, remained an unincorporated part of, and patrolled by, the County of Jackson until 1950 when it formally became a city. The City is governed by a Mayor/Board of Aldermen form of government and exercises power of municipal government specifically granted by the State of Missouri. The Board of Aldermen is composed of ten members, two elected from each of the City's five wards, to serve staggered four-year terms without restriction as to reelection. The Mayor is elected at-large for a four-year term. The Board of Aldermen establishes utility and tax rates and authorizes all municipal indebtedness. See **Appendix A** "**INFORMATION CONCERNING THE CITY OF RAYTOWN, MISSOURI**" for further information.

**The Bonds are not a general obligation of the City and are payable solely from the sources described in this Official Statement. The information regarding the City contained in Appendix A should not be construed as an indication that the Bonds are payable from any source other than such revenues as described in this Official Statement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.**

## TAX INCREMENT FINANCING IN MISSOURI

### Overview

Tax increment financing (TIF) is an economic development tool whereby cities and counties encourage the redevelopment of designated areas. The theory of tax increment financing is that, by encouraging redevelopment projects, the value of real property in a redevelopment project area should increase and, if the redevelopment project includes establishments that pay sales and other economic activity taxes, the amounts of economic activity taxes generated by the redevelopment project area should also increase.

When tax increment financing is adopted for a redevelopment project area, the amount of real property taxes available to taxing districts within such redevelopment project area remains constant while tax increment financing remains in effect at the base level amount generated at the date the ordinance adopting tax increment financing became effective. As the property is improved, the assessed value of real property in the redevelopment project area should increase above the base level. By applying the tax rate of all taxing districts having taxing power within the redevelopment project area to the increase in assessed valuation of the improved property over the base level, a "tax increment" is produced. The annual tax increments (referred to as "payments in lieu of taxes" or "PILOTS" are paid by the owners of property in the same manner as regular property taxes. The payments in lieu of taxes are transferred by the collecting agency to the treasurer of the city or county and deposited in a "special allocation fund." Similarly, an amount (referred to as "economic activity tax revenues" or "economic activity taxes attributable to 50% of the increase in tax revenues generated by economic activities within the redevelopment project areas (including sales and utilities taxes but excluding personal property taxes, hotel/motel taxes, licenses, fees, bi-state transportation tax and special assessments and such other taxes excluded by the TIF Act from time to time) are transferred by the collecting agency to the treasurer of the city or county and deposited in an economic activity tax account of such special allocation fund, except that voter-approved increases in sales and use taxes after August 28, 2014 are not available for TIF purposes unless approved for such purposes by the voters within the taxing district. All or a part of the moneys in the special allocation fund are used to pay directly for redevelopment project costs or to retire bonds or other obligations issued to pay such costs. TIF revenues are available for eligible uses within

the redevelopment project area for a maximum of twenty-three (23) years from the date TIF financing is activated through the adoption of an ordinance by the city or county.

***The TIF Act***. The TIF Act was enacted in 1982 and has been amended several times in subsequent years. The constitutional validity of the TIF Act (prior to the amendments) was upheld by the Missouri Supreme Court in *Tax Increment Financing Commission of Kansas City, Missouri v. J.E. Dunn Construction Co., Inc.*, 781 S.W.2d 70 (Mo. 1989) (en banc). The TIF Act authorizes cities and counties to provide long-term financing for redevelopment projects in "blighted," "conservation" and "economic development" areas (as defined in the TIF Act) through the issuance of bonds and other obligations. Prior to the amendments to the TIF Act, such obligations were payable solely from payments in lieu of taxes within a designated redevelopment project area. Under the amendments to the TIF Act, such obligations are also payable from economic activity taxes from the designated redevelopment project area, subject to annual appropriation. Economic activity taxes include earnings, franchise, sales and utilities taxes but exclude personal property taxes, hotel/motel taxes, licenses, fees and special assessments and such other taxes excluded by the TIF Act from time to time. The validity of certain portions of amendments to the TIF Act relating to the capture of economic activity revenues was upheld by the Missouri Supreme Court in *County of Jefferson v. QuikTrip Corporation*, 912 S.W.2d 487 (Mo. 1995).

Although PILOTs may be irrevocably pledged to the repayment of bonds, economic activity tax revenues are subject to annual appropriation by the governing body of the city or county, and there is no obligation on the part of the governing body to appropriate economic activity tax revenues in any year. See "**BONDOWNERS' RISKS – Non-Appropriation**" herein.

The TIF Act was amended in 2014, to provide that, after August 28, 2014, if voters in a taxing district vote to approve increases in real property tax levy rates, any additional revenues generated within an existing redevelopment project area that are directly attributable to the newly voter-approved incremental increase in such levy rate shall **not** be considered payments in lieu of taxes subject to deposit into a special allocation fund without the consent of such taxing district. Revenues are considered directly attributable to the newly voter-approved incremental increase to the extent that they are generated from the difference between the taxing district's actual levy rate currently imposed and the maximum voter approved levy rate at the time that the redevelopment project was adopted.

In addition to limiting the capture as TIF payments in lieu of taxes of real property taxes approved by voters after August 28, 2014, the TIF Act's 2014 amendments also provided that when voters in a taxing district vote to approve an increase in such taxing district's sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within an existing redevelopment project area that are directly attributable to the newly voter-approved incremental increase in such taxing district's sales or use tax rate are **not** considered economic activity taxes subject to deposit into a special allocation fund unless such taxing district gives its consent to such capture.

Because the statutory amendments imposing the requirements discussed above are relatively new and because existing real property tax rates are subject to adjustment and rollback pursuant to the Hancock Amendment, it is not possible to predict with certainty how the amendments will be interpreted and how the amount of "additional revenues generated within an existing redevelopment project area that are directly attributable to the newly voter-approved incremental increase" will be determined with respect to both PILOTs and EATs.

The TIF Act was further amended in 2016, when the Missouri Legislature passed and Missouri's governor signed into law a combined House Bill titled "House Bill Nos. 1434 and 1600." In situations where TIF was approved by a municipal government notwithstanding the negative recommendation of the

applicable TIF commission, that bill limited the use of TIF revenues to demolition of buildings and the clearing and grading of land. That limitation is not applicable to Redevelopment Project Area 1 because both the Tax Increment Financing Commission of the City of Raytown, Missouri and the Board of Aldermen approved tax increment financing in the Redevelopment Area and the approvals were granted prior to the effective date of the 2016 amendments. The 2016 TIF amendments also excluded the proceeds of a tax on real property for sheltered workshops, residences, facilities and/or related services from TIF PILOTs. That exclusion is not expected to affect the Bonds. In addition, that bill made the records of Missouri Commissions open to the public and clarified local government TIF reporting requirements and reporting penalties.

Amendments to the TIF Act have been proposed in nearly every legislative session during recent years. In connection with proposed amendments to the TIF Act that may be introduced in future legislative sessions, it is not possible to predict the nature of such proposed amendments or whether such proposed amendments to the TIF Act will become law during future sessions of the General Assembly.

For a discussion of the effect of potential litigation involving the TIF Act, see the caption "**BONDOWNERS' RISKS – Tax Increment Financing Litigation**" in this Official Statement.

**Collection of Economic Activity Taxes**

Retail businesses are required to collect the sales tax from purchasers at the time of sale, and pay said amounts to the Department of Revenue of the State with the filing of returns, except for the sales tax on motor vehicles, trailers, boats and outboard motors, which is due at the time application is made for title and registration. The sales volume of a retail business determines the frequency of payments made to the Department of Revenue of the State. In most cases, the retail businesses in the City make monthly payments to the Department of Revenue of the State, which are due on the tenth day of each calendar month for sales taxes collected in the preceding calendar month. In the event of a failure by a retail business to remit sales taxes, interest and penalties, the unpaid amount may become a lien in the nature of a judgment lien against the delinquent taxpayer. In the event of overpayment by any retail business as a result of error or duplication, provision is made under State law for refunds.

Within 30 days of receipt of sales taxes by the Department of Revenue of the State, the Director of the Department of Revenue remits to the State Treasurer for deposit in a special trust fund for the benefit of each political subdivision entitled to a sales tax distribution the amount of such sales tax receipts less 1% of such amount which constitutes a fee paid to the State for collecting and distributing the tax. The State Treasurer then distributes moneys on deposit in the special trust fund on behalf of each such political subdivision to such political subdivision on a monthly basis.

**Assessment and Collection of Ad Valorem Taxes**

***General***. The Redevelopment Area is located within the City and Jackson County, Missouri (the "**County**").

All taxes levied must be based upon the assessed valuation of land and other taxable tangible property in the County as shall be determined by the records of the County Assessor and must be collected and remitted to the taxing districts. All the laws, rights and remedies provided by the laws of the State for the collection of State, County, City, school and other ad valorem taxes and for the appeal of assessments of property values are applicable to the collection of taxes authorized to be collected in the Redevelopment Area.

The Missouri Constitution requires uniformity in taxation of real property by directing such property to be subclassed as agricultural, residential or commercial and permitting different assessment ratios for each subclass. Residential property is currently assessed at 19% of true value in money, commercial property is assessed at 32% of true value in money, and agricultural property is assessed at 12% of true value in money. The phrase "true value in money" has been held to mean "fair market value" except with respect to agricultural property.

Real property within the County is assessed by the County Assessor. The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The Board of Equalization has the authority to question and determine the proper values of real property and then adjust and equalize individual properties appearing on the tax rolls. The County Collector collects taxes for all taxing districts within the County limits except for City real property taxes. The County Collector deducts a commission for such services. After such collections and deductions of commission, taxes are distributed according to the Taxing District's pro rata share.

Taxes are levied on all property based on the equalized assessed value thereof determined as of January 1 in each year. Under Missouri law, each property must be reassessed every two years (in odd-numbered years). The County Collector and the City prepare the tax bills and mail them to each taxpayer in September. Payment is due by December 31, after which taxes become delinquent and accrue a penalty of 1% per month. In the event of an increase in the assessed value of a property, notice of such increase must be given to the owner of the affected property, which notice is generally given in March.

***Valuation of Real Property***. The County Assessor must determine the assessed value of a property based upon the State law requirement that property be valued at its true value in money. For agricultural land, true value is based on its productive capability. As to residential and commercial property, true value in money is the fair market value of the property on the valuation date. The fair market value is arrived at by using the three universally recognized approaches to value: cost approach, the sales comparison approach and the income approach.

The cost approach is typically applied when a property is newly constructed and is based on the principle of substitution. This principle states that no informed buyer will pay more for a property than the cost to reproduce or replace the property. Value is determined under the cost approach by adding the estimated land value to the replacement or reproduction cost reduced by estimated depreciation. Courts have held however, that construction cost alone is not a proper basis for determining true value in money and that all factors which affect the use and utility of the property must be considered.

The sales comparison approach determines value based upon recent sales prices of comparable properties. Comparable sales are adjusted for differences in properties by comparing such items as sales price per square foot and net operating income capitalization rates.

The income approach estimates market value by discounting to present value a stream of estimated net operating income. First, the property's gross potential income is estimated based on gross rents being generated at the property. A vacancy allowance is then deducted to arrive at effective gross income. Next, allowable operating expenses are deducted to arrive at an estimate of the property's net operating income. Finally, the net operating income is divided by an appropriate capitalization rate to arrive at the estimated present value of the income stream.

Certain properties, such as those used for charitable, educational, and religious purposes, are excluded from both the real estate ad valorem tax and personal property tax. In addition, pursuant to various State statutes, the City and other public entities may grant real estate tax abatement, under certain conditions, to businesses building or rehabilitating property within their boundaries.

***Appeal of Assessment***. State statutes establish various mechanisms for a property owner to appeal the assessment of a tax on its property. Typically, there are four issues that can be raised in property tax appeals: overvaluation, uniformity, misclassification and exemption. Overvaluation appeals are the most common appeals presented by taxpayers. An overvaluation appeal requires the taxpayer to prove that the true value in money of the property is less than that determined by the assessor. Uniformity appeals are based on the assertion that other property in the same class and county as the subject property is assessed at a lower percentage of value than the subject property. A misclassification appeal is based on an assertion that assessing authorities have improperly subclassed a property. Exemption appeals are based on claims that the property in question is exempt from taxation.

Overvaluation appeals generally must be made administratively, first to the Board of Equalization and then to the State Tax Commission, within prescribed time periods following notice of an increase in assessment. Appeals to the Board of Equalization must be filed with the County Clerk as Secretary of the Board of Equalization on or before the third Monday in June of each year. Appeals to the State Tax Commission must be filed by the later of December 31 or 30 days after the date of the final decision of the Board of Equalization. Where valuation is not an issue, appeals must be taken directly to the State circuit court rather than the State Tax Commission. If an appeal is pending on December 31, the due date for the payment of taxes, State statutes provide a procedure for the payment of taxes under protest. If taxes are paid but not under protest, the taxpayer cannot recover the amount paid unless the taxes have been mistakenly or erroneously paid. Application for a refund of mistakenly or erroneously paid taxes must be made within one year after the tax in dispute was paid. Typically, only that portion of the taxes being disputed is identified as being paid under protest, unless a claim of exemption is being asserted. The portion of the tax paid under protest is required to be held in an interest bearing account. Unless an appeal before the Board of Equalization or State Tax Commission is pending, suit must be brought by the taxpayer to resolve the dispute within 90 days, or the escrowed funds will be released to the Collector of Revenue and distributed to the taxing districts.

No owner of any property located within the Redevelopment Area is restricted from appealing the determination of the assessed value of any such property. Any appeals, however, will be required to be conducted in the manner as summarized above under current law.

***Reassessment and Tax Rate Rollback***. As previously stated, a general reassessment of all property in the State is required to be conducted every two years. When, as a result of such reassessment, the assessed valuation within a Taxing District increases by more than an allowable percentage, the Taxing District is required to roll back the rate of tax within the Taxing District so as to produce substantially the same amount of tax revenue as was produced in the previous year increased by an amount called a "preceding valuation factor." A "preceding valuation factor" is a percentage increase or decrease based on the average of the annual percentage changes in total assessed valuation of the County over the previous three or five years, whichever is greater, adjusted to eliminate the effect of boundary changes, changes from State to County assessed property, general reassessment and State ordered changes.

***The Hancock Amendment***. A Constitutional amendment limiting taxation and government spending was approved by Missouri voters on September 4, 1980, and went into effect with the 1981-82 fiscal year. The amendment (Article X, Section 22(a) of the State Constitution and commonly known as the Hancock Amendment) limits the rate of increase and the total amount of taxes that shall be imposed in any fiscal year, and provides that the limit shall not be exceeded without voter approval. Provisions are included in the Hancock Amendment for rolling back tax rates to produce an amount of revenues equal to that of the previous year if the definition of the tax base is changed or if property is reassessed. The tax levy on the assessed valuation of new construction is exempt from this limitation in the initial year of new construction.

### Tax Delinquencies

All real estate upon which taxes or Payments in Lieu of Taxes remain unpaid on the first day of January, annually, are delinquent, and the County Collector is empowered to enforce the lien of the taxing jurisdictions thereon. Whenever the County Collector is unable to collect any taxes on the tax roll, having diligently endeavored and used all lawful means to do so, he is required to compile lists of delinquent tax bills collectible by him. All lands and lots on which taxes are delinquent and unpaid are subject to suit to collect delinquent tax bills or suit for foreclosure of the tax liens. Upon receiving a judgment, the Sheriff must advertise the sale of the land, fixing the date of sale within 30 days after the first publication of the notice. Delinquent taxes, with penalty, interest and costs, may be paid to the County Collector at any time before the property is sold therefor. No action for recovery of delinquent taxes shall be valid unless initial proceedings therefor are commenced within five years after delinquency of such taxes.

## BONDOWNERS' RISKS

*An investment in the Bonds is subject to a number of significant risk factors. The following is a discussion of certain risks that could affect payments to be made with respect to the Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Bonds should analyze carefully the information contained in this Official Statement, including the appendices hereto, and additional information in the form of the complete documents summarized herein and in the appendices hereto, copies of which are available as described herein.*

The purchase of the Bonds involves certain investment risks which are discussed throughout this Official Statement, and each prospective investor should make an independent evaluation of all information presented in this Official Statement in order to make an informed investment decision. The Bonds should only be purchased by investors who can bear the continuing risk of an investment in the Bonds until maturity or prior redemption. Particular attention should be given to the factors described below which, among others, could affect the ability of the City to make the payment of debt service on the Bonds when due.

***Each prospective investor is urged to consult with its own legal, tax, and financial advisors to determine whether an investment in the Bonds is appropriate in light of its individual legal, tax and financial situation.***

### Nature of the Obligations

The Bonds and the interest thereon are special, limited obligations of the City and the Bonds are payable solely from and secured by the Pledged Revenues, including certain funds appropriated by the City, the CID and the TDD, and, are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in the Indenture and as described herein. The realization of such revenues is dependent upon, among other things, the capabilities of owners and managers of development projects in Redevelopment Project Area 1 and future changes in economic and other conditions that are unpredictable and cannot be determined at this time. The Bonds do not constitute a general obligation of the City and do not constitute an indebtedness of the City, the State or any political subdivision of the State within the meaning of any constitutional or statutory provision or limitation. Neither the City, the State, nor any political subdivision of the State is obligated to levy any tax or to make any appropriation for the payment of the Bonds.

The TIF Act provides that 23 years from the adoption of the ordinance approving a redevelopment project is the maximum amount of time for the retirement of obligations incurred to finance redevelopment project costs. **The obligations of the Issuer to transfer TIF Revenues to the Trustee for the repayment of the Bonds terminates on May 21, 2030, whether or not the principal amount or interest on the Bonds has been paid in full. Thereafter, the revenues available for repayment of the Bonds will be, subject to appropriation by the appropriate entity, Net CID Sales Tax Revenues, Net TDD Sales Tax Revenues and City Revenues**.

The Indenture caps the amount of Net TDD Sales Tax revenues to be used to pay debt service on the Bonds, at the TDD Sales Tax Limit. The Indenture defines TDD Sales Tax Limit as the aggregate amount of Net TDD Sales Tax revenues that may be used on a cumulative basis to pay (1) approximately 12.3% of the principal of, premium, if any, and interest on the Bonds, which is that portion of the Bonds allocable to the TDD Improvements, (2) rebate, if any, owed to the United States of America, and (3) approximately 12.3% of the fees and expenses of the Trustee and Paying Agent and other authorized fees and expenses related to financing the TDD Improvements pursuant to the Indenture. Since Net TDD Sales Tax revenues have been equal to approximately 1% of the debt service on the Series 2007 Bonds, it is not expected that the Net TDD Sales Tax revenues will ever achieve or exceed the TDD Sale Tax Limit.

**Risk of Non-Appropriation**

The application of Economic Activity Tax Revenues and City Revenues to the payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. Although the City has covenanted in the Indenture that the appropriation of Economic Activity Tax Revenues to the Special Allocation Fund and City Revenues will be included in the budget submitted to the Board of Aldermen for each fiscal year, there can be no assurance that such appropriation will be made by the Board of Aldermen, and the Board of Aldermen is not legally obligated to make any such appropriation.

The application of Net CID Sales Tax revenue and Net TDD Sales Tax revenues is subject to annual appropriation by the governing bodies of the CID and the TDD, respectively. Although the CID and the TDD have covenants in the CID Agreement and the TDD Agreement, respectively, that the appropriation of Net CID Sales Tax revenue and Net TDD Sales Tax revenues, respectively, will be made in each fiscal year, there can be no assurance that such appropriation will be made by the board of directors of the CID and the TDD, respectively, and neither the CID nor the TDD are legally obligated to make any such appropriation.

In considering the payments of principal of and interest on the Bonds, the annual appropriation nature of such payments impacts their value as security for the Bonds. If the City, CID or TDD, respectively, fails to appropriate funds for the payment of the principal of and interest on the Bonds for any reason, those funds will not be available for payment of the Bonds. The failure of the City, CID or TDD to appropriate funds for the payment of the principal of and interest on the Bonds is not an Event of Default under the Indenture and there is no available legal remedy to compel such appropriation. Further, if future revenues are significantly less than current estimates, this could impact the City's finances and impair its ability to support the payment of the principal of and interest on the Bonds.

**Concentration of Taxpayers**

***Economic Activity Taxes.*** The 175,000 square-foot Wal-Mart Superstore is the largest retailer currently located in Redevelopment Project Area 1 and it accounts for the majority of Economic Activity Taxes and Payments in Lieu of Taxes generated within Redevelopment Project Area 1. There are currently only two other retailers doing business within Redevelopment Project Area 1 and these two

retailers account for a small percentage of the Economic Activity Taxes. The Ace Hardware located in Redevelopment Project Area 2 is the only other retail entity that contributes Economic Activity Taxes to the payment of debt service on the Bonds. In the event that the Wal-Mart Supercenter closes for business or relocates or sales do not generate the amount of anticipated Economic Activity Taxes and Payments in Lieu of Taxes within Redevelopment Project Area 1, there may not be sufficient Pledged Revenues to pay debt service on the Bonds. If the Wal-Mart Supercenter closes during the term of the Bonds and another comparable retail entity does not subsequently open in the vacant site, it is likely that there would not be sufficient Pledged Revenues generated to pay debt service on the Bonds. See "**Risk of Payment Default on the Bonds Due to Insufficient City Revenues**" below.

***Payments in Lieu of Taxes.*** Wal-Mart owns the land on which the Wal-Mart Supercenter is located and is the only owner of real property in Redevelopment Project Area 1 that is subject to payment of ad valorem property taxes. Ownership concentrated in a single entity increases the risk of nonpayment of the Bonds in the event that such owner closes for business, relocates or fails to timely pay their real property taxes. Property taxes on real property are not personal obligations of Wal-Mart or any other property owner. In the event of nonpayment by Wal-Mart of its property taxes on its property located in Redevelopment Project Area 1, the County Collector is empowered to enforce the tax lien. Whenever the County Collector is unable to collect any taxes on the tax roll, having diligently endeavored and used all lawful means to do so, he is required to compile lists of delinquent tax bills collectible by him. All lands and lots on which taxes are delinquent and unpaid are subject to suit to collect delinquent tax bills or suit for foreclosure of the tax liens.

**Risk of Payment Default on the Bonds Due to Insufficient City Revenues**

In the event that the Wal-Mart Supercenter or any other retail entities located in Redevelopment Project Area 1 close while the Bonds are outstanding or there is a significant deficiency in the amount of Pledged Revenues (other than City Revenues) available for payment of debt service on the Bonds, it is uncertain, and possibly unlikely, that the City will have sufficient City Revenues consisting of the incremental local sales tax revenues associated with Redevelopment Project Area 1 that are not captured as Economic Activity Tax Revenues as identified in (i) of the definition of City Revenues in an amount sufficient for payment of the full amount of debt service on the Bonds. Furthermore, the City's General Fund revenues in 2017 totaled $11,057,392. Maximum annual debt service on the Bonds is $_____, which is approximately ___% of the City General Fund revenues. In the event of a significant deficiency in the amount of Pledged Revenues (other than City Revenues) available for payment of debt service on the Bonds, the City's ability to appropriate sufficient City Revenues to pay debt service on the Bonds will be constrained by the size of its General Fund budget relative to the potential deficiency, the limitations on the City's ability raise taxes under State law and a very limited ability to reduce expenditures and maintain adequate City services.

**Rating**

The lowering or withdrawal of the rating initially assigned to the Bonds could adversely affect the market price and the liquidity of the Bonds. S&P Global Ratings (**"S&P"**) has published a notice that it is revising the rating criteria that it applied to assign a rating to the Bonds. S&P has also indicated that it intends to apply the revised rating criteria to outstanding bonds that it has rated, which would include the Bonds. Application of the revised rating criteria may result in an improved or a lowered rating on the Bonds, which, in turn, may affect the liquidity or market price of the Bonds.

**No Mortgage**

Payment of the principal of and interest on the Bonds is not secured by any deed of trust, mortgage or other lien on any of the improvements financed or refinanced with the proceeds of the Bonds, including Redevelopment Project Area 1, any property of the City, or by any pledge of the revenues from the operations of the projects financed or refinanced with the proceeds of the Bonds or the City's enterprise systems. However, under the TIF Act, Payments in Lieu of Taxes that are due and owing constitute a lien against the real estate in Redevelopment Project Area 1 from which they are derived. Upon a default in the payment of any Payments in Lieu of Taxes on real property in Redevelopment Project Area 1, the lien for such unpaid Payments in Lieu of Taxes may be enforced, as provided by Missouri Law.

**Failure to Maintain Levels of Assessed Valuation**

There can be no assurance that the assessed value of Redevelopment Project Area 1 will be maintained throughout the term of the Bonds. If at any time during the term of the Bonds the actual assessed value declines, the amount of Payments in Lieu of Taxes will be less than anticipated and the amounts paid into the Special Allocation Fund may not be sufficient to pay debt service on the Bonds.

Even if the County Assessor's determination of the assessed value of Redevelopment Project Area 1 increases over time, landowners in Redevelopment Project Area 1 have the right to appeal such determination. If any such appeal is not resolved prior to the time when real estate taxes and Payments in Lieu of Taxes are due, the taxpayer may pay the taxes and Payments in Lieu of Taxes under protest. In such event, that portion of taxes and Payments in Lieu of Taxes being protested will not be available for deposit into the Special Allocation Fund until the appeal has been concluded. If the appeal is resolved in favor of the taxpayer, the assessed value will be reduced, in which event the Payments in Lieu of Taxes may be insufficient to pay debt service on the Bonds. According to the City, Wal-Mart challenged the 2017 assessed value of its property in Redevelopment Project Area 1 and paid the real property taxes attributable to the challenged assessed valuation to the County under protest. According to the City, the County forwarded the PILOTs portion of the Wal-Mart payment to the City; however, until a final determination on the Wal-Mart appeal of its 2017 assessed valuation, the City is required to, and has, set aside an amount sufficient to deposit into the Special Allocation Fund the PILOTs that would otherwise be attributable to Wal-Mart's 2017 property tax payment on the original assessed value of its property. According to the City, the parties have now signed a stipulation regarding Wal-Mart's challenge to its 2017 assessment, in which the parties stipulated that the assessed value for the 2017/2018 tax year as $3,530,240, rather than the assessed value originally made by Jackson County of $3,838,256. The State Tax Commission approved the Stipulation on September 11, 2018. See "**TAX INCREMENT FINANCING IN MISSOURI — Assessment and Collection of Ad Valorem Taxes**" herein.

**Tax Increment Financing Litigation — In General**

From time to time cases are filed in a Missouri court challenging certain aspects of the TIF Act. Circuit courts in Missouri are trial courts and decisions in those courts are not binding on other Missouri courts. Circuit court decisions, whether favorable or unfavorable with respect to the constitutionality and application of the TIF Act, may be appealed to a Missouri Court of Appeals, and, ultimately, the Missouri Supreme Court. If the plaintiffs are successful in cases challenging the validity of the TIF Act, the court's decision may interpret the requirements of the TIF Act in a manner adverse to the establishment of tax increment financing for Redevelopment Project Area 1. It is not possible to predict whether an adverse holding in any future litigation would prompt a challenge to the adoption of tax increment financing in Redevelopment Project Area 1. If future litigation challenging all or any part of the TIF Act were to be applied to the adoption of tax increment financing in Redevelopment Project Area 1, the Pledged Revenues may not be available to pay principal of and interest on the Bonds or the enforceability of the Indenture could be adversely affected. None of the City or any other party involved

in the issuance and sale of the Bonds can predict or guarantee the outcome of any future litigation challenging the constitutionality or the application of the TIF Act or the application by a court of a potential holding in any case to other tax increment projects.

**Changes in State and Local Tax Laws**

Any change in the current system of collection and distribution of real property taxes, Payments in Lieu of Taxes and Economic Activity Tax Revenues in the County or the City, including without limitation the reduction or elimination of any such tax, judicial action concerning any such tax or voter initiative, referendum or action with respect to any such tax, could adversely affect the availability of revenues to pay the principal of and interest on the Bonds. There can be no assurance that the current system of collection and distribution of the real property taxes, Payments in Lieu of Taxes or Economic Activity Taxes in the County or the City will not be changed by any competent authority having jurisdiction to do so, including without limitation the State, the County, the City, school districts, the courts or the voters, and the Indenture does not limit the ability of the City to make any such changes with respect to City taxes and levies.

**Reductions in State and Local Tax Rates**

Any taxing district in Redevelopment Project Area 1 could lower its tax rate, which would have the effect of reducing the Payments in Lieu of Taxes and Economic Activity Tax Revenues derived from Redevelopment Project Area 1. Such a reduction in rates could be the result of the governing body of the taxing district's desire to lower tax rates, taxpayer initiative, or in response to state or local litigation or legislation affecting the broader taxing structure within the taxing district, such as litigation or legislation affecting the primary reliance on ad valorem property taxes to fund elementary and secondary education in the State.

**Changes in Economic and Market Conditions**

Changes in real estate market conditions in the Kansas City metropolitan area, as well as changes in general or local economic conditions, could adversely affect the value of the property and the level of economic activity in Redevelopment Project Area 1 and, consequently, the amounts of Payments in Lieu of Taxes and Economic Activity Taxes generated in Redevelopment Project Area 1 and collected for deposit into the Special Allocation Fund for payment of debt service on the Bonds. In addition, any such changes could impact the revenues available to the City for its operations and the availability of City Revenues to pay debt service on the Bonds.

**Factors Affecting Economic Activity Taxes**

***Overview***. Economic Activity Tax Revenues are contingent and may be adversely affected by a variety of factors, including economic conditions within Redevelopment Project Area 1 and the surrounding area, competition from other retail businesses, rental rates and occupancy rates in Redevelopment Project Area 1, suitability of the Raytown Live Project for the local market, local unemployment, availability of transportation, neighborhood changes, crime levels in the area, vandalism, operating costs and interruption or termination of operation of the commercial or retail developments in Redevelopment Project Area 1 as a result of fire, natural disaster, strikes or similar events, among many other factors. As a result, it is difficult to predict with certainty the expected amount of Economic Activity Taxes which will be available for appropriation and available to pay the principal of and interest on the Bonds. The retail sales industry is highly competitive. Retail businesses outside of Redevelopment Project Area 1, which are currently existing or which are developed after the date of this Official Statement, will be competitive with retail businesses in Redevelopment Project Area 1 and could have an

adverse impact on the available amount of Economic Activity Taxes generated within Redevelopment Project Area 1.

***Damage or Destruction of the Project***. In addition to the foregoing, and because Wal-Mart owns the land in Redevelopment Project Area 1 and the Wal-Mart Supercenter building, the partial or complete destruction of the Wal-Mart Supercenter or any other future retail entity in Redevelopment Project Area 1 as a result of fire, natural disaster or similar casualty event, or the temporary or permanent closing of the Wal-Mart Supercenter due to strikes or business failure, would adversely affect the Economic Activity Taxes derived from Redevelopment Project Area 1 and thereby adversely affect the revenues available to pay debt service on the Bonds. A casualty event to the Wal-Mart Supercenter may also adversely affect the amount of Payments in Lieu of Taxes derived from Redevelopment Project Area 1. Any insurance maintained by Wal-Mart or tenants of Wal-Mart for such casualty or business interruption is not likely to include coverage for property or sales taxes that otherwise would be generated by the establishment. See "**BONDOWNERS' RISKS – Risk of Payment Default on the Bonds Due to Insufficient City Revenues**" and "**BONDOWNERS' RISKS – Nature of Obligation**" in this Official Statement.

***State Legislative Action***. The Missouri General Assembly has the authority to amend the provisions of Missouri State law governing the sales taxes imposed by the City. Changes to the tax base and exemptions could adversely affect the amount of Economic Activity Taxes received by the City. Any such amendment could reduce the amount of Economic Activity Taxes received by the City. Caps on sales tax rates have been proposed in recent legislative sessions and are expected to be introduced in future legislative sessions. In connection with caps on sales tax rates that may be introduced in future legislative sessions, it is not possible to predict the nature of such proposed sales tax caps or whether such proposed sales tax caps will become law during future sessions of the General Assembly.

***Changes in Economic and Demographic Conditions***. Sales tax revenues historically have been sensitive to changes in local, regional and national economic conditions. For example, sales tax revenues have historically declined during economic recessions, when high unemployment adversely affects consumption. Demographic changes in the population of the market area for the Raytown Live Project may adversely affect the level of sales tax revenues. A decline in population could reduce the number and value of taxable transactions and thus reduce the amount of sales tax revenues. It is not possible to predict whether or to what extent any such changes in economic conditions, demographic characteristics, population or commercial and industrial activity will occur, and what impact any such changes would have on Economic Activity Taxes.

***Competition***. Increases in sales tax rates in the City may create incentives for certain purchases to be made in jurisdictions with lower overall sales tax rates. As a result, increasing sales tax rates may prompt certain commercial and industrial activities to relocate to jurisdictions with lower sales tax rates. In addition, several shopping centers in the Kansas City metropolitan area may be possible competitors of the Raytown Live Project. In addition, the Raytown Live Project faces competition of sales (which, in turn, generate Economic Activity Taxes, CID Sales Tax revenues and TDD Sales Tax revenues) from other shopping centers, strip centers and freestanding retailers in the greater Kansas City metropolitan area, as well as online retailers See **"THE RAYTOWN LIVE PROJECT – Competition"** herein.

**Market for the Bonds**

No assurance can be given that a secondary market for the Bonds will develop following the completion of the offering of the Bonds. The Bonds may not be readily liquid, and no person should invest in the Bonds with funds such person may need to convert readily into cash. Bondowners should be prepared to hold their Bonds to the stated maturity date. The Underwriter will not be obligated to repurchase any of the Bonds, and no representation is made concerning the existence of any secondary market for the Bonds. Prices of municipal securities in the secondary market are subject to adjustment

upward and downward in response to changes in credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

**Availability of Debt Service Reserve Fund**

At the time of issuance of the Bonds, the Debt Service Reserve Fund will be funded in the amount of the Reserve Requirement for the Bonds. There can be no assurance that the amounts on deposit in the Debt Service Reserve Fund, if needed for payment of the Bonds, will be available in the full amount of the Reserve Requirement, because the market value of the securities in which such funds are invested may have declined. For information regarding permitted investments under the Indenture, see **Appendix C – "DEFINITIONS AND SUMMARY OF INDENTURE"** attached hereto.

**Enforceability of Remedies and Qualifications of Legal Opinions**

The remedies available to the Trustee, the City and Bondowners upon an event of default under the Indenture are in many respects dependent upon judicial actions that are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the United States Bankruptcy Code, the remedies specified by the Indenture may not be readily available or may be limited. See **Appendix C – "DEFINITIONS AND SUMMARY OF INDENTURE"** attached hereto. **The Bonds are not subject to acceleration upon the occurrence of an Event of Default under the Indenture.**

The various legal opinions to be delivered concurrently with delivery of the Bonds (1) will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally and (2) will express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or the future performance of parties to the transaction, and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

**Early Redemption of the Bonds**

Each indenture provides that the Bonds are subject to redemption as set forth under the caption "**THE BONDS – Redemption**" in this Official Statement. Purchasers of the Bonds should bear in mind that such redemption could affect the price of the Bonds in the secondary market.

**Determination of Taxability**

The Bonds are not subject to redemption, nor is the interest rate on the Bonds subject to adjustment, in the event of a determination by the Internal Revenue Service (the **"Service"**) or a court of competent jurisdiction that the interest paid or to be paid on any Bond is or was includible in the gross income of the Owner of a Bond for federal income tax purposes. Such determination may, however, result in a breach of the tax covenants of the City set forth in the Indenture which may constitute an event of default under the Indenture. ***It may be that Owners would continue to hold their Bonds, receiving principal and interest as and when due, but would be required to include such interest payments in gross income for federal and state income tax purposes.*** For information with respect to events occurring subsequent to issuance of the

Bonds that may require that interest on such Bonds be included in gross income for purposes of federal income taxation, see "**TAX MATTERS**" in this Official Statement.

**Risk of Audit**

The Service has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations should be included in gross income for federal income tax purposes. No assurance can be given that the Service will not commence an audit of the Bonds. Owners of the Bonds are advised that, if an audit of the Bonds were commenced, in accordance with its current published procedures, the Service is likely to treat the City as the taxpayer, and the Owners of the Bonds may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

An adverse determination by the Service with respect to the tax-exempt status of interest on the Bonds could be expected to impact adversely the secondary market, if any, for the Bonds, and, if a secondary market exists, could also be expected to impact adversely the price at which the Bonds can be sold. The Indenture does not provide for any adjustment to the interest rates borne by the Bonds in the event of a change in the tax-exempt status of the Bonds.

There can be no assurance that an audit by the Service of the Bonds will or will not be commenced. However, the City has no reason as of the date of issuance of the Bonds to believe that any such audit will be commenced, or that if commenced, an audit would result in a conclusion of noncompliance with any applicable Service position, regulation or ruling. No rulings have been or will be sought from the Service with respect to any federal tax matters relating to the issuance, purchase, ownership, receipt or accrual of interest upon, or disposition of the Bonds. See "**TAX MATTERS**" herein.

**Future Legislation**

Congress may from time to time consider legislative proposals which, if enacted, would limit for certain individual taxpayers the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. Future legislative proposals could prevent investors from realizing the full current benefit of the tax-exemption on interest and may affect the market value of the Bonds. The City cannot predict whether such future legislative proposals will be enacted and how they will impact the excludability of the interest on the Bonds for federal income tax purposes. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

**Misallocation and Monitoring of Pledged Revenues**

The payment of the Bonds from Pledged Revenues is dependent on the proper allocation by the State, the City, the CID and the TDD, remittance to the Trustee, and deposit of the Pledged Revenues and the proper reporting of Economic Activity Taxes, CID Sales Tax revenues and TDD Sales Tax revenues by retailers in Redevelopment Project Area 1 and by Ace Hardware in Redevelopment Project Area 2. Pursuant to the Continuing Disclosure Agreement, the City has covenanted to make available annual information regarding Pledged Revenues deposited in the Revenue Fund under the Indenture. Due to the confidentiality of sales tax information under State law, the City will not be permitted to disclose the level of Economic Activity Taxes from individual retailers within Redevelopment Project Area 1 and from Ace Hardware. See **Appendix E – "FORM OF CONTINUING DISCLOSURE UNDERTAKING"** attached hereto.

**Forward Looking Statements**

Certain statements included in or incorporated by reference in this Official Statement that are not purely historical are "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and Section 27A of the United States Securities Act of 1933, as amended (the "**Securities Act**") and reflect the City's current expectations, hopes, intentions or strategies regarding the future. Such statements may be identifiable by the terminology used such as "plan," "expect," "estimate," "budget," "intend" or other similar words. Such forward-looking statements include, among others, certain statements under this section captioned "**BONDOWNERS' RISKS**" and under the section captioned "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (i) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (ii) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL, ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, AND (iii) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, BUSINESS PARTNERS AND COMPETITORS, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE, AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT WILL PROVE TO BE ACCURATE.

**UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT ARE BASED ON INFORMATION AVAILABLE TO THE CITY ON THE DATE HEREOF, AND THE CITY ASSUMES NO OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR, OTHER THAN AS INDICATED UNDER THE CAPTION "CONTINUING DISCLOSURE."**

**In Summary**

The foregoing is intended only as a non-exclusive summary of certain risk factors attendant to an investment in the Bonds. An investment in the Bonds involves a substantial element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

## LITIGATION

As of the date hereof, there is no litigation, controversy or other proceeding of any kind pending or, to the City's knowledge, threatened in which any matter is raised or may be raised questioning, disputing, challenging or affecting in any way the legal organization of the City or its boundaries, the right or title of any of the City's officers to their respective offices, the Redevelopment Plan, the Raytown Live Project or the Redevelopment Area, the constitutionality or validity of the Bonds, the legality of any official act taken in connection with the execution and delivery of any Indenture for the Bonds or the legality of any of the proceedings had or documents entered into in connection with the authorization, execution and delivery of the Indenture or the issuance of the Bonds.

## LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds by the City are subject to the approving legal opinion of Kutak Rock LLP, Kansas City, Missouri, Bond Counsel, whose approving opinion will be delivered with the Bonds. A copy of the proposed form of such opinion is attached as **Appendix D** to this Official Statement. Bond Counsel express no opinion as to the accuracy or sufficiency of any information contained in this Official Statement or any of the appendices to this Official Statement except for the matters appearing in the sections of this Official Statement captioned "**INTRODUCTION – the Bonds,**" "**THE BONDS**", "**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS**" and "**TAX MATTERS**" and the matters appearing in **Appendix C** and **Appendix D** to this Official Statement. Certain legal matters will be passed upon for the City by Kapke & Willerth, L.L.C., City Attorney. Certain disclosure matters will be passed upon for the City by its disclosure counsel, Kutak Rock LLP, Kansas City, Missouri. Certain legal matters will be passed upon for the Underwriter by its counsel, Thompson Coburn LLP, St. Louis, Missouri.

The legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transactions opined upon or of the future performance of parties to such transaction, and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

## TAX MATTERS

### In General

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal and Missouri income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described in the preceding sentence assumes compliance by the City with covenants designed to satisfy the requirements of the Internal Revenue Code (the "**Code**") that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with such requirements.

Notwithstanding Bond Counsel's opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax, for taxable years beginning before January 1, 2018, such interest will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporation's adjusted current earnings over its alternative minimum taxable income

(determined without regard to such adjustment and prior to reduction for certain net operating losses). No federal alternative minimum tax applies to corporations for taxable years beginning after December 31, 2017.

Except as stated above, Bond Counsel has expressed no opinion as to any federal, state or local tax consequences arising with respect to the Bonds.

The accrual or receipt of interest on the Bonds may otherwise affect the federal (and, in some cases, state and local) income tax liability of the owners of the Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds.

**Backup Withholding**

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made to any bondholder who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. This reporting requirement does not in and of itself affect or alter the excludability of interest on the Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

**Original Issue Discount**

Bonds sold at an initial public offering price that is less than the stated amount to be paid at maturity constitute "Discount Bonds." The difference between the initial public offering prices, as set forth on the inside front cover page of this Official Statement, of such Discount Bonds and their stated amounts to be paid at maturity, constitutes original issue discount treated as interest which is excluded from gross income for federal income tax purposes, as described above.

The amount of original issue discount which is treated as having accrued with respect to such Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received upon disposition of such Discount Bond which are attributable to accrued or otherwise recognized original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days which are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount which would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less the amount of any interest payable for such Discount Bond

during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts which have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount which would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond.

**Original Issue Premium**

Bonds sold at an initial public offering price that is greater than the stated amount to be paid at maturity constitute "Premium Bonds." An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. An initial purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to the call premium). As premium is amortized, the amount of amortization offsets a corresponding amount of interest for the period and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult with their tax advisors with respect to the determination and treatment of amortizable premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

**Changes in Federal Tax Law**

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

## FINANCIAL STATEMENTS AND FINANCIAL INFORMATION

The City maintains its financial records on the basis of a fiscal year ending October 31. Set forth in **Appendix B** are the financial statements of the City for the fiscal year ended October 31, 2017. Such financial statements have been audited by Mize Houser & Company P.A., Lawrence, Kansas, independent

certified public accountants. The City did not ask Mize Houser & Company P.A., to perform any additional work or any post-audit procedures more recently than the October 31, 2017, audit with respect thereto. The financial information included in **Appendix B** is not necessarily indicative of the financial results to be achieved for future periods.

## CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Bonds pursuant to the Continuing Disclosure Undertaking to be executed by the City in connection with the Bonds (the **"Continuing Disclosure Undertaking"**) to send annual reports, consisting of its audited financial information and information regarding collections of Payments in Lieu of Taxes, Economic Activity Tax revenues, Net CID Sales Tax revenues and Net TDD Sales Tax revenues and notice of certain enumerated events, to the Municipal Securities Rulemaking Board ("**MSRB**"), pursuant to the requirements of Section (b)(5)(i) of Securities and Exchange Commission Rule l5c2-12, as amended (the "**Rule**"). See **Appendix E** to this Official Statement for the form of Continuing Disclosure Undertaking. A failure by the City to comply with such undertaking will not constitute a default on the Bonds. Nevertheless, a failure to provide annual reports must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

The City has previously entered into continuing disclosure undertakings under the Rule in connection with the issuance of the Series 2007 Bonds and in connection with the issuance of its $2,310,000 original principal amount Sewerage System Refunding Revenue Bonds (the **"Series 2013 Bonds"**), pursuant to which the City is required to file annually its audited financial statements and certain other information with the MSRB through its Electronic Municipal Market Access ("**EMMA**") system. The City has been in compliance with its continuing disclosure undertakings for the preceding five years, except that the City did not timely file its audited financial statements and operating data within the required 180 day period in connection with its continuing disclosure obligations for the Series 2007 Bonds for fiscal years 2013 and 2014. With respect to fiscal year 2013, the City filed an unaudited "trial balance report" on May 1, 2014 in connection with the Series 2007 Bonds and in connection with the Series 2013 Bonds. The City subsequently filed its audited financial statements on June 11, 2014, which was 43 days late with respect to the Series 2007 Bonds and timely with respect to the Series 2013 Bonds. With respect to fiscal year 2013, the City filed its operating data on May 1, 2014, which was two days late in connection with the Series 2007 Bonds and timely in connection with the Series 2013 Bonds. With respect to fiscal year 2014, the City filed its audited financial statements and its operating data on May 4, 2015, which was 5 days late with respect to the Series 2007 Bonds and timely with respect to the Series 2013 Bonds. The City also failed to include certain tables required in the continuing disclosure undertaking with respect to the Series 2007 Bonds in its operating data filings for fiscal years 2014 through 2016.

The City engaged Columbia Capital Management, LLC (**"Columbia Capital)**, in 2016 to assist it in future compliance with its undertakings to disclose financial information and operating data under the Rule. In addition, the Continuing Disclosure Undertaking provides that the City shall file its audited financial statements and operating data in connection with the Bonds within 240 days of the end of the City's fiscal year, which deadline the City has satisfied for the past five years in connection with filings related to the Series 2013 Bonds.

The City filed a notice of the failure to timely file its audited financial statements and operating data in connection with the Series 2007 Bonds for fiscal year 2014, but not for fiscal year 2014. Columbia Capital assisted the City in preparing its annual filing for fiscal year 2017 in connection with

the Series 2007 Bonds, which included all of the tables required to be included as part of its operating data filing pursuant to the Series 2007 Bonds continuing disclosure undertaking.

## CERTAIN RELATIONSHIPS

Kutak Rock LLP serves as Bond Counsel and disclosure counsel in this transaction and also represents the Underwriter from time to time in other transactions.

## UNDERWRITING

The Bonds are being purchased from the City pursuant to a Bond Purchase Agreement between the City and Stifel, Nicolaus & Company, Incorporated, as Underwriter (the "**Bond Purchase Agreement**").

The Bond Purchase Agreement provides that the Bonds shall be purchased by the Underwriter for a purchase price of $_____ (which is equal to the aggregate principal amount of the Series 2018 Bonds of $_____, plus reoffering premium of $_____, less original issue discount of $_____ and less an Underwriter's discount of $_____).

The Bond Purchase Agreement provides that the Underwriter will purchase all of the Bonds if any are purchased. The Bond Purchase Agreement also provides that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriter may offer and sell the Bonds to certain dealers, including dealers depositing Bonds into investment trusts and others at prices lower than the public offering prices stated on the cover page hereof. The initial public offering prices may be changed from time to time by the Underwriter.

## FINANCIAL ADVISOR

Columbia Capital Management, LLC, Overland Park, Kansas, a registered municipal advisor, is serving as Financial Advisor to the City with respect to the Bonds. Columbia Capital Management, LLC is a financial and investment advisory and consulting organization and is not engaged in the underwriting, marketing or trading of municipal securities or other negotiable instruments. The fees paid to the Financial Advisor with respect to the sale of the Bonds are contingent upon the issuance and delivery of the Bonds. The Financial Advisor has assisted in various matters relating to the planning, structuring and issuance of the Bonds, including advice in the preparation of this Official Statement, but has not verified the accuracy or completeness of the factual information contained in this Official Statement.

## BOND RATINGS

S&P Global Ratings has assigned its long-term municipal bond rating of "BBB" to the Bonds. Any explanation of the significance of such rating may only be obtained from the rating agency furnishing the same. Certain information and materials not included in this Official Statement were furnished to the rating agency concerning the Bonds. Generally, rating agencies base their ratings on such information and materials and on investigations, studies and assumptions by the rating agencies. There is no assurance that the rating mentioned above will remain for any given period of time or that it might not be lowered or withdrawn entirely by the rating agency, if in its judgment circumstances so warrant. The Underwriter has no responsibility to bring to the attention of the Bondholders any proposed revision or withdrawal of the rating on such Bonds. Any such downward change in or withdrawal of such rating might have an adverse effect on the market price for and marketability of the Bonds. See "**BONDOWNERS' RISKS – Rating**."

A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision and withdrawal at any time.

## MISCELLANEOUS

The references herein to the Indenture and the Continuing Disclosure Undertaking are brief outlines of certain provisions of such documents and do not purport to be complete. Copies of such documents are on file at the offices of the Underwriter (see the section herein captioned "**INTRODUCTION - Definitions and Summaries of Documents**") and following delivery of the Bonds will be on file at the office of the Trustee for the Bonds.

The cover page and the attached Appendices are integral parts of this Official Statement and must be read together with all of the foregoing statements.

Except for the information expressly attributed to other sources, all information in this Official Statement has been provided by the City. The presentation of information in this Official Statement, including any tables or receipts of various taxes, is intended to show recent historic information, but is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience as might be shown by such financial or other information will necessarily continue or be repeated in the future. The Appendices to this Official Statement contain selected financial data relating to the City and are integral parts of this document, to be read in their entirety. Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized. The descriptions contained in this Official Statement of the Bonds and the Indenture do not purport to be complete and reference is made to such documents for full and complete statements of their respective provisions.

Simultaneously with the delivery of the Bonds, the Mayor of the City, acting on behalf of the City, will furnish to the Underwriter a certificate which will state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstance under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. Neither the City nor any of its officers, directors or employees, in either their official or personal capacities has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it; and further, neither the City nor its officers, directors or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Ordinance and the Indenture.

This Official Statement is not to be construed as a contract or agreement between the City and purchasers or Owners of any of the Bonds.

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The City has reviewed the information contained herein which relates to it and has approved all such information for use in this Official Statement.

CITY OF RAYTOWN, MISSOURI

By: _____
Michael McDonough, Mayor

# APPENDIX A

## INFORMATION REGARDING OF THE CITY OF RAYTOWN, MISSOURI

# APPENDIX B

## FINANCIAL STATEMENTS REGARDING THE CITY OF RAYTOWN, MISSOURI FOR THE FISCAL YEAR ENDED OCTOBER 31, 2017

# APPENDIX C

# DEFINITIONS AND SUMMARY OF INDENTURE

# APPENDIX D

# FORM OF BOND COUNSEL OPINION

# APPENDIX E

# FORM OF CONTINUING DISCLOSURE UNDERTAKING

## APPENDIX F

## BOOK-ENTRY SYSTEM

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take

certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other name as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Bond Trustee, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other name as may be requested by an authorized representative of DTC) is the responsibility of the Bond Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and the disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving notice to the City or the Bond Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

THE INFORMATION IN THIS APPENDIX CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE, BUT THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

NEITHER THE CITY NOR ANY TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR ANY BENEFICIAL OWNER WITH RESPECT TO: (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT; (2) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE Bonds; (3) ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS UNDER ANY INDENTURE; OR (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDOWNER.

# CITY OF RAYTOWN
# Request for Board Action

**Date: November 15, 2018** **Amended Bill No. 6481-18**
**To: Mayor and Board of Aldermen** **Section No.: XIII**
**From: Ray Haydaripoor, Director of Community Development**

**Department Head Approval: _____**

**Finance Director Approval: _____**

**City Administrator Approval: _____**

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**Action Requested:** Requesting consideration and approval of the application to rezone the lot on 6920 Elm Street from Highway Commercial (HC) to High-Density Residential (R-3).

**Recommendation:** The Planning & Zoning Commission voted (7-0) to recommend approval of the application to rezone from Highway Commercial (HC) to High-Density Residential (R-3) subject to fourteen (14) conditions.

**Analysis:** Antonio Mendez, on behalf of DHARMONY LIFE SERIES 6 LLC., is requesting to rezone the lot located at 6920 Elm Street from Highway Commercial (HC) to High-Density Residential (R-3). The applicant is requesting the rezoning to allow for a 5-unit townhome development which would not be an acceptable land use in a HC zoning district.
The building on the site was severely damaged in a fire in March of 2018. Since then, the building has sat in disrepair. According to business license records, the building had a long history of being a hair and nail salon for much of the 2000's and into the early 2010's. More recently, there had not been any licensed businesses with the City at the address.
It should be noted that this property is also within the Highway 350 Design Corridor, which means it will have to follow additional regulations that are intended to encourage high quality architecture, site planning, lighting, landscaping, screening, signage, infrastructure planning, and traffic flow.

**Alternatives:** Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the request or refer the rezoning back to the Planning & Zoning Commission for revisions and/or further review.

**Budgetary Impact:** This application does not require the City to provide any funding.

☒ Not Applicable

**Additional Reports Attached:**
- Staff Report from October 4, 2018 Planning & Zoning Commission meeting
- Minutes from October 4, 2018 Planning & Zoning Commission meeting

**AMENDED BILL NO. 6481-18 ORDINANCE NO. _____ SECTION NO. XIII**

**AN ORDINANCE GRANTING A CHANGE IN ZONING FOR PROPERTY LOCATED AT 6920 ELM STREET FROM HIGHWAY COMMERCIAL DISTRICT (HC) TO HIGH-DENSITY RESIDENTIAL DISTRICT (R-3) LOCATED IN LAUREL HEIGHTS, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI**

**WHEREAS**, Application PZ-2018-08, Antonio Mendez, on behalf of DHARMONY LIFE SERIES 6 LLC., is requesting to rezone the lot located at 6920 Elm Street from Highway Commercial (HC) to High-Density Residential (R-3). The applicant is requesting the rezoning to allow for a 5-unit townhome development which would not be an acceptable land use in a HC zoning district; and

**WHEREAS**, the Planning Commission considered the application on October 4, 2018, and by a vote of 7 in favor and 0 against rendered a report to the Board of Aldermen recommending that the application be approved; and

**WHEREAS**, the Board of Aldermen having considered the application on November 13, 2018 and November 20, 2018, finds and declares that the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown, and rendered a decision to approve the final site plan.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – REZONING OF PROPERTY** That the zoning of property is changed from Highway Commercial District (HC) to High-Density Residential District (R-3) in Laurel Heights a subdivision in the City of Raytown, Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein, is hereby to be approved.

**SECTION 2 – CONDITIONS OF APPROVAL.** That the Preliminary Site Plan be approved subject to the following conditions:

1. The existing road-side ditch along 69th Terrace will need to be included in a storm drainage improvement plan.
2. A storm drainage plan is needed.
3. The existing drainage culvert crossing 69th Terrace on the west side of Elm needs to be included in the plan.
4. A sanitary sewer main line extension will be needed so each unit will have their own sewer service connection. This must be designed by a licensed engineer and approved by MO Dept. of Natural Resources as well.
5. The parking lot driving lane is too narrow at 18' wide. This should be 24' in width.
6. The turning radius into the driveway needs to be 15'.
7. Plan needs to follow Sec. 50-422 and Sec. 50-423 – Highway 350 Corridor Design Guidelines.
8. Separate pages are needed for the landscape plan and the site plan.
9. Needs to show all the requirements as outlined in Sec. 50-520 – Preliminary Site Plans.
10. Need building renderings and/or elevations that show dimensions, materials, etc.
11. Plans need to be submitted to Raytown Fire District for review. Changes will need to be made per the Fire District's comments.

12. The site triangle shall be a minimum of 25 ft. Vehicle parking in the site triangle shall not obstruct intersection views. Monument sign is optional and should be reflected on the Preliminary Site Plan.
13. Open space requirement for R-3 is 55%. Preliminary Site Plan should reflect the 55% open space requirement.
14. Need more information on the fence dimensions, style and material, in order to make any recommendation.

**SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day, November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

_____
Joe Willerth, City Attorney

# Staff Report

Community Development
Planning and Development Services

## PZ 2018-08

To: City of Raytown Planning and Zoning Commission

From: Ray Haydaripoor, Community Development Director

Date: October 4, 2018

Re: Application for District Rezoning

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## PLAT APPLICATION SUMMARY

Applicant: Antonio Mendez

Project Contact: Antonio Mendez

Property Location: 6920 E Elm Street

Request: For approval Rezoning from Highway Commercial District to R-3 Residential District

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**BACKGROUND INFORMATION:**

Antonio Mendez, on behalf of DHARMONY LIFE SERIES 6 LLC., is requesting to rezone the lot located at 6920 Elm Street from Highway Commercial (HC) to High-Density Residential (R-3). The applicant is requesting the rezoning to allow for a 6-unit townhome development which would not be an acceptable land use in a HC zoning district.

The building on the site was severely damaged in a fire in March of 2018. Since then, the building has sat in disrepair. According to business license records, the building had a long history of being a hair and nail salon for much of the 2000's and into the early 2010's. More recently, there had not been any licensed businesses with the city at the address. At the time of the fire, two people had been staying in an apartment attached to the building.

It should be noted that this property is also within the Highway 350 Design Corridor, which means it will have to follow additional regulations that are intended to encourage high quality architecture, site planning, lighting, landscaping, screening, signage, infrastructure planning, and traffic flow.

## REZONING APPLICATION FACTORS TO BE CONSIDERED

When considering a rezoning request the following criteria should be considered in order to determine whether the application should be approved or denied.

### 1. CHARACTER OF THE NEIGHBORHOOD

The character of the neighborhood is a mix of uses: single family dwellings exist to the immediate North, East and West of the property. To the South, along 350 HWY exists many commercial businesses.

### 2. ZONING AND CURRENT USES OF NEARBY PROPERTY

The following provides an overview of the zoning and existing land uses on properties surrounding the subject area:

| | ZONING | EXISTING LAND USES |
|---|---|---|
| South: | HC | Retail, Restaurants, Services |
| North: | R-1 | Single family homes |
| East: | R-1 | Single family homes |
| West: | HC | Single family homes |

Note: Despite being zoned for HC, the areas to the West of the site are mostly single-family homes.

### 3. SUITABILITY OF ZONING FOR CURRENT USE

The property was previously used for beauty salons which were a permitted use in the Highway Commercial (HC) district. The rezoning to High Density Residential (R-3) would be suitable for the proposed use of a townhome development. The purpose of the HC zoning classification is to accommodate commercial activities that draw business from, provide services to and would benefit from a location easily accessible to a highway or arterial street.

### 4. DETRIMENTAL EFFECTS TO NEARBY PROPERTIES IF REZONING IS APPROVED.

There could be detrimental effects to nearby properties if the rezoning is approved. As proposed, the 6-unit townhome development would have parking spaces for 10 vehicles. Depending on how you look at it, this could be seen as an increase or decrease in vehicular traffic coming in and out of the site. Given the building did not have any active businesses in if for the past several years, these proposed townhomes will bring life back to the site that hadn't been present in several years. This includes vehicular and foot traffic, noises, etc. On the other hand, one might say that the proposed use (residential) falls more in line with the rest of the properties along 69th Terrace and Elm Avenue (single family homes). A residential use, like the one proposed might be better suited for the area than a highway commercial business.

### 5. LENGTH OF TIME OF VACANCY.

The fire-damaged building has sat vacant on the lot since March 2018. Before then, city records show no business license active at the address since 2013.

**6. CONSIDERATION OF PUBLIC INTEREST.**

1. Public Health: The proposed changes to the planned development should not have any noticeable effect on public health. The applicant is proposing to build 6-unit town homes on a corner lot. Utilities have already been established in this development for existing residences property use. This development will have a more intensive use than originally was allowed, but sanitary sewer systems will be able to accommodate the additional load.

2. Public Safety: As the proposed use on the development is a denser use, there will be an increase in vehicular traffic that may cause concern to surrounding lots. Additionally, street parking is not allowed on Elm Street as it has been identified as a fire lane.

3. Public Welfare: The site plan proposes a dumpster which is in close proximity to adjacent property. This could have a negative effect towards the overall aesthetic of the planned development.

**7. IMPACTS ON PUBLIC SERVICES AND UTILITIES.**

Because the property is developed, and surrounding property is developed, all necessary utilities and public services are available and capable of serving the property.

**8. CONFORMANCE WITH THE COMPREHENSIVE PLAN.**

The Future Land Use Map in the Raytown Comprehensive Plan Update adopted in 2002 identifies subject property as an area for single family residential use. Therefore, the proposed rezoning (of R-3 or multi-family residential use) is not in accordance with the Comprehensive Plan adopted in 2002. However, it should be noted that the current use of Highway Commercial (HC) is also not in accordance with the Comprehensive Plan of 2002.

**STAFF RECOMMENDATION:**

The Planning Commission may recommend approval, approval with conditions or denial. If the Planning Commission recommends approval, staff recommends the following conditions are applied to the Final Site Plan and be submitted to Community Development and Planning and Zoning Commission for review and approval:

1. The existing road-side ditch along 69th Terrace will need to be included in a storm drainage improvement plan.
2. A storm drainage plan is needed.
3. The existing drainage culvert crossing 69th Terrace on the west side of Elm needs to be included in the plan.
4. A sanitary sewer main line extension will be needed so each unit will have their own sewer service connection. This must be designed by a licensed engineer and approved by MO Dept. of Natural Resources as well.
5. The parking lot driving lane is too narrow at 18' wide. This should be 24' in width.
6. The turning radius into the driveway needs to be 15'.
7. Plan needs to follow Sec. 50-422 and Sec. 50-423 – Highway 350 Corridor Design Guidelines.
8. Separate pages are needed for the landscape plan and the site plan.
9. Plan needs to show all the requirements as outlined in Sec. 50-520 – Preliminary Site Plans.
10. Need building renderings and/or elevations that show dimensions, materials, etc.
11. Plans need to be submitted to Raytown Fire District for review. Changes will need to be made per the Fire District's comments.
12. Is the site triangle 25 ft? Optional monument sign may be ok, but vehicle parking in site triangle may obstruct intersection views.
13. Open space requirement for R-3 is 55%. From the submitted calculations, the building, driveways, and parking use up 91.6%. This item does not meet the required standards. Site Plan needs to be revised and submitted.
14. Need more information on the fence dimensions, style and material, in order to make any recommendation.

# CITY OF RAYTOWN

# PLANNING & ZONING COMMISSION

# AGENDA

**October 4, 2018**
**7:00 pm**

**Raytown City Hall**
**Board of Aldermen Chambers**
**10000 East 59th Street**
**Raytown, Missouri 64133**

1. **Welcome by Chairperson**

2. **Call meeting to order and Roll Call**

| | | | | | |
|---|---|---|---|---|---|
| Wilson: | Absent | Emerson: | Present | Stock: | Present |
| Bettis: | Absent | Robinson: | Present | Cochran: | Present |
| Frazier: | Present | Dwight: | Present | Meyers: | Present |

3. **Approval of July 12, 2018 Meeting Minutes**
   a) Revisions - None
   b) Motion to approve - Emerson
   c) Second - Robinson
   d) Additional Board Discussion – Two new Members: Tina Cochran and David Frazier
   e) Vote – Approve (7-0)

4. **Old Business - None**

5. **New Business**
   A. **Case No.: PZ-2018-07 (Amendment to Planned Development – Blue Ridge Villas Lot 6)**
   **Applicant: Ivan Chiang, LIY Financial LLC**
   **Reason: Requesting Approval for Change of Use in R-3 District**
      1. **<u>Introduction of Application by Chair (Stock)</u>**
         Case No.: PZ-2018-07 (Amendment to Planned Development – Blue Ridge Villas Lot 6)
         Applicant: Ivan Chiang, LIY Financial LLC
         Reason: Requesting Approval for Change of Use in R-3 District
      2. **<u>Explanation of any exparte' communication from Commission members regarding the application</u>**
         N/A
      3. **<u>Enter Additional Relevant City Exhibits into the Record:</u>**
         a. Staff report
         b. Final Plat

c. Plat Application
d. Plat Checklist
e. Staff Review Letter & Applicant Responses
f. City of Raytown Zoning Regulations, as amended
g. City of Raytown Subdivision Regulations, as amended
h. City of Raytown Comprehensive Plan
i. Updated letter of Intent presented September 12, 2018

**4. <u>Introduction of Application by Staff</u>**

Mr. Haydaripoor introduces the case to the commission. The project amends the Plan Development located at 59th Street and Hunter Court. The applicants are asking to allow for ten bed facility on Lot 6.

**5. <u>Presentation of Application by Applicant</u>**

Want to change the use from 3 55+ Senior Townhomes into a ten bed Alzheimer Memory Care Facility for Senior 55+. Looking to allow Seniors to age in place, start in Independent Living, progress to Assisted Living and then, if needed, Memory Care Facility.

**6. <u>Additional Staff Comments and Recommendation</u>**

Willerth: Mr Chiang, you did get an opportunity to review the staff report dated October 4, 2018 and the one condition there for approval.

Chiang: yes, and talked with Mr. Haydaripoor. We did change ownership of the property to Fortune Homes.

Willerth: The staff recommendation is that the three diagonal parking spots that are difficult to back out of and the request is for 90 degree parking is on the west side of the building. Are you willing to go along or do you have an opinion?

Chiang: I am willing to go along because there is space for that, however we are making the loop a one way clockwise loop so when they come in it will be straight in. Also, we are designating the three spaces as employee parking

Haydaripoor: Correction on page 3 Item B there is a typo, instead of two parking spaces it should say three parking spaces.

**7. <u>Board Discussion</u>**

Stock: Green space is a concern

Chiang: to address this, the drainage area between lots 5 and 6 is being constructed as a green space area. We are putting a path around it so that the Seniors can walk to get exercise, as well as doing some planting of vegetables or flowers. Eliminated one townhouse, instead of doing nineteen, they are only doing eighteen, so that they can put in more parking and a patio area for the Alzheimer's Care.

Stock: Plenty of room for the fire trucks to get in.

Chiang: We did widen the street to 26 foot wide as per what the fire department wanted.

Emerson: This is an excellent project to take care of the Alzheimer's patients.

8. **<u>Board Decision to Approve, Conditionally Approve or Deny the Application</u>**
   a. Motion - Emerson
   b. Second - Meyers
   c. Additional Board Discussion
      Dwight: The update letter of intent, it went from eight to ten beds, what was the reason for this?

      Chiang: It tied back to adequate parking for caregivers and the ratio of parking to beds. In our ideal model we usually have ten beds.

      Dwight: So the building stayed the same?

      Chiang: We expanded slightly to create two private suites (studio bedroom with its own bathroom)
   d. Vote – Yes (7-0)

**B. Case No.: PZ-2018-08 (6920 Elm Rezoning – HC to R-3)**
**Applicant: Antonio Mendez, Dharmonylife LLC**
**Reason: Requesting Approval to Rezone Property from HC District to R-3 District**

1. **<u>Introduction of Application by Chair (Stock)</u>**
   Case No.: PZ-2018-08 (6920 Elm Rezoning – HC to R-3)
   Applicant: Antonio Mendez, Dharmonylife LLC
   Reason: Requesting Approval to Rezone Property from HC District to R-3 District
2. **<u>Open Public Hearing</u>**
   Gomez: Representing Mr. Mendez.
   Correction – After comments from the city, we are adjusting the number of townhomes from six to five.

   Stock: The land has been empty and it would be nice to have something in there.

   Stoke: The last comprehensive plan that was done about sixteen years ago showed this as being residential. So it is going back to what was in the Comprehensive plan to start with.

   Haydaripoor: clarification - The 350 Design Center is the responsibility of the property owner and not the cities responsibility to do the improvements in the right of way.

   Frazier: Couple of concerns to address: Parking – sounds like it will be a back out onto Elm St set up. Elm St can get fairly busy down through there. Has there been any alternatives of parking looked into? Also, this lot sits on a hill, and they buildings will be high. Will there be any type of retaining walls or is it going to be graded down to street level?

   Gomez: We asked for traffic studies and received no calls back. There has been minimal talk of how to do the grading work. With all the rain, we have not been able to do a study of the property. The plan is to build on the hill as the house currently sits.

   Emerson: The back of the house should be facing the other houses and that should create some privacy.

Bettis: On the West property line, there is no indication of any fencing. Is there a fence running along the North and South property lines in the back? Will there be a fence on the west side too?

Gomez: there will be a fence there to connect all those running between the houses.

Frazier: Are there plans to have patios on the back of each house:

Gomez: Currently, the plan is to just have green space.

3. **Explain Procedure for a Public Hearing and swear-in speakers**
   Antonio Mendez sworn in

4. **Enter Additional Relevant City Exhibits into the Record:**
   a. Staff report
   b. Current City Zoning Map
   c. Proposed Zoning Map
   d. Staff Review Letter & Applicant Responses
   e. Publication of Notice of Public Hearing in Daily Record Newspaper
   f. City of Raytown Zoning Ordinance, as amended
   g. City of Raytown Comprehensive Plan

4. **Explanation of any exparte' communication from Commission members regarding the application**

   Wilson:

5. **Introduction of Application by Staff**
   Antonio Mendez requesting the lot at 6920 Elm be rezoned from HC to R-3 to allow for a six unit townhome development, which would not be acceptable land use for Highway Commercial Zoning district. It should also be noted that this property is in the Highway 350 design corridor, which means it will have follow additional regulations that are intended to encourage high quality architecture, site planning, landscaping, signage, infrastructure planning and traffic flow.

6. **Request for Public Comment**
   Munger: How are you going to upkeep this property? When the house currently there caught fire, it started her house on fire. It never gets mowed. There is always debris around the house which gets blown around the neighborhood. How long is it going to take to get the construction complete? Her privacy as there will be five potential families moving in.

   Gomez: It will take between six and eight months. Currently there is a chain link fence between the properties that provides no privacy. We are proposing to have a wooden privacy fence put up. If it is used as a rental, there will be rules and regulations that will need to be followed and that will provide a certain level of control over the property. If it is not used as a rental, it will be sold.

   Munger: There have been people coming in and out of the house. It is a safety hazard. She has called the police as suggested. Is there going to be some kind of construction fence to keep these people out?

   Gomez: The house will be demolished. The construction crew will have their own safety procedures to put in place.

   Meyers: It may be awhile before the house is demolished, but the contractor will keep the area as safe as possible. With the new construction, the parking has to be taken into account.
   Jones: This is in her backyard and she is concerned about privacy after it's all built.

   Stock: If they put up a privacy fence, will that help at all?

Jones: Maybe.

7. **Additional Staff Comments and Recommendation**
   Haydaripoor: We have not heard if they agree with the staff recommendations.

   Gomez: We agree with the staff recommendations.

8. **Board Discussion**
   Haydaripoor: Parking, we have a couple of recommendations: #5 and #6 - public works has come concern and we have requested a revision of the plans.

   Hanson: Plans are still preliminary. There has been no Engineering. They were told up front both streets need to be curbed, guttered and add a sidewalk. They show that, but it has not been physically laid out with slopes or elevations. We have notified them that the storm drainage plan needs to be done, collect and manage the run off, sanitary mains sewer extension will need to be done. The only sanitary sewer is along the road and to the north. We specify that each unit needs to be connected to the sewer individually, so we foresee a newer main extension up the back yards. We are not sold on the parking yet. We are still going to work with them of the parking lot and configuration.

   Stock: This is in the staff recommendations.

   Wilerth: Will you agree to meet the 14 conditions from the staff?

   Mendez: Yes

   Frazier: Mr. Hanson will you be requiring the easement on the back sidethat would only be on their property?

   Hanson: Yes

   Dwight: The concrete on the north side on the drawing

9. **Close Public Hearing**
   Stock closed.

11. **Board Decision to Approve, Conditionally Approve or Deny the Application**
    a. Motion – Meyers approved with the 14 recommendations
    b. Second - Emerson
    c. Additional Board Discussion
    d. Vote – Yes (7-0)

## C. Case No.: PZ-2018-09 (Somerset Village Site Plan)
## Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
## Reason: Site Plan Approval for Somerset Village Apartments

1. **Introduction of Application by Chair (Stokes)**
   Case No.: PZ-2018-09 (Somerset Village Site Plan)
   Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
   Reason: Site Plan Approval for Somerset Village Apartments

2. **Open Public Hearing**

3. **Explain Procedure for a Public Hearing and swear-in speakers**

4. **Enter Additional Relevant City Exhibits into the Record:**

   h. Staff report

   i. Current City Zoning Map

   j. Proposed Zoning Map

   k. Staff Review Letter & Applicant Responses

   l. Publication of Notice of Public Hearing in Daily Record Newspaper

   m. City of Raytown Zoning Ordinance, as amended

   n. City of Raytown Comprehensive Plan

   p. Amendment to the staff recommendations

5. **Explanation of any exparte' communication from Commission members regarding the application**

   Meyers: Yes, but it would not impact his decision.

6. **Introduction of Application by Staff**

   Haydaripoor: Curtis Peterson is requesting approval of a Site Plan in order to replace a building that burnt down. The proposed replacement building also contains 11 units built in 1965.

7. **Request for Public Comment**

   Peterson: Somerset has 13 buildings with 156 units. They lost one building in 2016 to fire.

   Peterson: Two items that we want to put before you and ask for recommendations from the board, one is the preliminary site plan and two would be approval of a final plat. Proposal as a preliminary plan: First expand 60th Street by two feet and moving the curb so that it becomes 26 feet is the standard for the fire department. Second, Plans to vacate the right of way from the north curb line and then everything north of there would be private. Put in 51 new 90 degree parking stalls and there will no longer be parallel spaces and this doubles the amount of parking stalls along 60th Street. The water meters will be relocated to the north. Will also provide a utility easement on the plat. Add parking shown in dark gray on the west side. There will be a total of 66 new parking spaces with this development. Reinforce a drive for the fire department. Adding impervious surface to deal with storm water .

   Three aspects of the Staff Report: Central Business District Site Design, the CBD Building Design Standards and a couple of elements in the R-3 regulations. CBD Site Design Standards – 4 items spoken to: 1) Location of the parking facilities 2) the parking lot landscaping 3) the parking facility lighting (2 poles) and 4) pedestrian scale lighting. CBD Building Design Standards – There are 11 units and one laundry unit in the three story building. Three elements that they are asking for support of are: 1) Building articulation and setbacks. 2) Flat roof compared to a pitched roof. 3) Materials – Brick veneer, textured siding and iron for railings on the balconies. Relevant R-3 regulations – tension of parking and open green space. Increased parking by 39% and reduced open space by 9%.

9. **Additional Staff Comments and Recommendation**

   No additional comments.

9. **Board Discussion**

   Meyers: In reviewing the compromise that has been accomplished and working through areas of concern where a lot of it hinged on safety (parking and fire). Very satisfied with the additional

parking that will alleviate the safety concern. The visual of the a/c unit on the roof was taken care of.

Dwight: White streak on the drawing, is it the sidewalk or curb?

Peterson: Yes, it represents the new roll curb.

Dwight: The only new sidewalks are centered around the new building?

Peterson: Yes.

Willerth: Did you get a chance to review the Staffs Revised Recommendation Report with the ten conditions?

Peterson: The applicant is supportive of all ten recommendations.

Dwight: Green space in the new area.

Peterson: This is a green Buffer with tree, shrubs and a bench.

**10. <u>Close Public Hearing</u>**

Closed.

11. **<u>Board Decision to Approve, Conditionally Approve or Deny the Application</u>**
    a. Motion – Frazier with staff recommendations to approve
    b. Second - Emerson
    c. Additional Board Discussion - none
    d. Vote – Yes (7-0)

**D. Case No.: PZ-2018-10 (Somerset Village Plat)**
**Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)**
**Reason: Plat Approval for Somerset Village Apartments**

1. **<u>Introduction of Application by Chair (Stokes)</u>**
   Case No.: PZ-2018-10 (Somerset Village Plat)
   Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
   Reason: Plat Approval for Somerset Village Apartments
2. **<u>Open Public Hearing</u>**
3. **<u>Explain Procedure for a Public Hearing and swear-in speakers</u>**
4. **<u>Enter Additional Relevant City Exhibits into the Record:</u>**
   o. Staff report
   p. Current City Zoning Map
   q. Proposed Zoning Map
   r. Staff Review Letter & Applicant Responses
   s. Publication of Notice of Public Hearing in Daily Record Newspaper
   t. City of Raytown Zoning Ordinance, as amended
   u. City of Raytown Comprehensive Plan
   v. Amended Staff Report

5. **Explanation of any exparte' communication from Commission members regarding the application**

   None

6. **Introduction of Application by Staff**

   Haydaripoor: Applicant requesting approval of a final plat in order to replace the building that burnt down. There are 19 lots though out the property. Staff was informed by Jackson County GIL that the only data they had before 1999 is notes in the system and the tax parcel does not have any notes. In researching the deeds, every time the property transfer hands, the legal description says lot 1 through 19. We have suggested that the applicant submit a final plat and go through the process and convert the three lots to one lot.

7. **Request for Public Comment**

   Peterson: The applicant supports all four recommendations in the Amended Staff Report.

8. **Additional Staff Comments and Recommendation**

   None

9. **Board Discussion**

   None

10. **Close Public Hearing**

11. **Board Decision to Approve, Conditionally Approve or Deny the Application**
    a. Motion – Meyers approves with the four recommendations.
    b. Second - Frazier
    c. Additional Board Discussion - none
    d. Vote – Yes (7-0)

## 6. Other Business- None

## 8. Set Future Meeting Date - Thursday, November 1, 2018 at 7:00 PM

## 9. Adjourn

# CITY OF RAYTOWN
# Request for Board Action

**Date: November 15, 2018** **Bill No. 6483-18**
**To: Mayor and Board of Aldermen** **Section No.: XIII**
**From: Ray Haydaripoor, Director of Community Development**

**Department Head Approval: _____**

**Finance Director Approval: _____**

**City Administrator Approval: _____**

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**Action Requested:** Request to conduct a public hearing to consider an amendment to Blue Ridge Villas, a planned development overlay district (R-3-P) and site plan for Turn Leaf Villas, a10-bed memory care facility.

**Recommendation:** The Planning & Zoning Commission voted (7-0) to recommend approval of the amendment and site plan subject to the two (2) conditions.

**Analysis:** Ivan Chiang, on behalf of LIY Financial LLC., is requesting to amend a planned development overlay district, Blue Ridge Villas, located at 59th Street and Hunter Court. The planned development (R-3-P) was approved by the Board of Aldermen in January 2006. To date, 27 of the 34 lots remain vacant. Blue Ridge Villas is surrounded by residential uses (R-1 and R-2).

The applicant is requesting to amend the planned development to allow for a 10-bed memory care facility on Lot 6. Earlier this year, a 10-unit assisted living facility was approved by the Board of Aldermen on Lot 5 (directly to the Northwest of Lot 6).

**Alternatives:** Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the request or refer the plat back to the Planning & Zoning Commission for revisions and/or further review.

**Budgetary Impact:** This application does not require the City to provide any funding.

☒ Not Applicable

**Additional Reports Attached:**

- Staff Report from October 4, 2018 Planning & Zoning Commission meeting
- Minutes from October 4, 2018 Planning & Zoning Commission meeting

**BILL NO. 6483-18** **ORDINANCE NO. _____** **SECTION NO. XIII**

**AN ORDINANCE GRANTING AN AMENDMENT TO A PLANNED DEVELOPMENT TO ALLOW FOR A 10-BED MEMORY CARE FACILITY ON LOT 6 OF BLUE RIDGE VILLAS IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF RAYTOWN, MISSOURI**

**WHEREAS**, Application PZ-2018-07, submitted by Ivan Chiang, LIY Financial LLC., is requesting an amendment to a planned development, Blue Ridge Villas, to make a 10-bed memory care facility as permitted use on Lot 6, was referred to the Planning & Zoning Commission for consideration; and

**WHEREAS**, after due public notice in the manner prescribed by law, the Planning & Zoning Commission held a public hearing on October 4, 2018, and rendered a report to the Board of Aldermen recommending that the requested amendment of the Planned Development overlay district (R-3-P) site plan for Turn Leaf Villas, a 10-bed memory care facility, be approved; and

**WHEREAS**, the Board of Aldermen considered the application on November 13, 2018 and November 20, 2018, finds and declares that the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown to approve the amendment of the Planned Development Overlay District and Site Plan;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – AMENDMENT OF PLANNED DEVELOPMENT.** That the planned development located at 59th Street and Hunter Court, hereto and incorporated herein by reference is hereby amended to permit a memory care facility on Lot 6 of Blue Ridge Villas.

**SECTION 2 – CONDITIONS OF APPROVAL.** That the amendment to the Blue Ridge Villas Planned Development be approved subject to the following conditions which shall be applicable to the Final Site Plan for Turn Leaf Villas:

1. The applicant shall submit a final site plan for Lot 6 for staff review and approval subject to all City codes.
2. Public Works original comment was that the 3 new diagonal parking spots appear to be difficult to back out of. This still seems to be the case. The plan should be revised to reflect the 90-degree parking, as seen on the other side of the building.

**SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BILL NO. 6483-18** **ORDINANCE NO. _____** **SECTION NO. XIII**

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa Henry, City Clerk

Approved as to Form

_____
Joe Willerth, City Attorney

# Staff Report

Community Development
Planning and Development Services

## PZ 2018-07

To: City of Raytown Planning and Zoning Commission

From: Ray Haydaripoor, Community Development Director

Date: October 4, 2018

Re: Application for Change in Use

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## PLAT APPLICATION SUMMARY

Applicant: Ivan Chiang

Project Contact: Blue Ridge Villas

Property Location: 59th Street and Hunter Court

Request: For approval of Change in Use IN R-3 District

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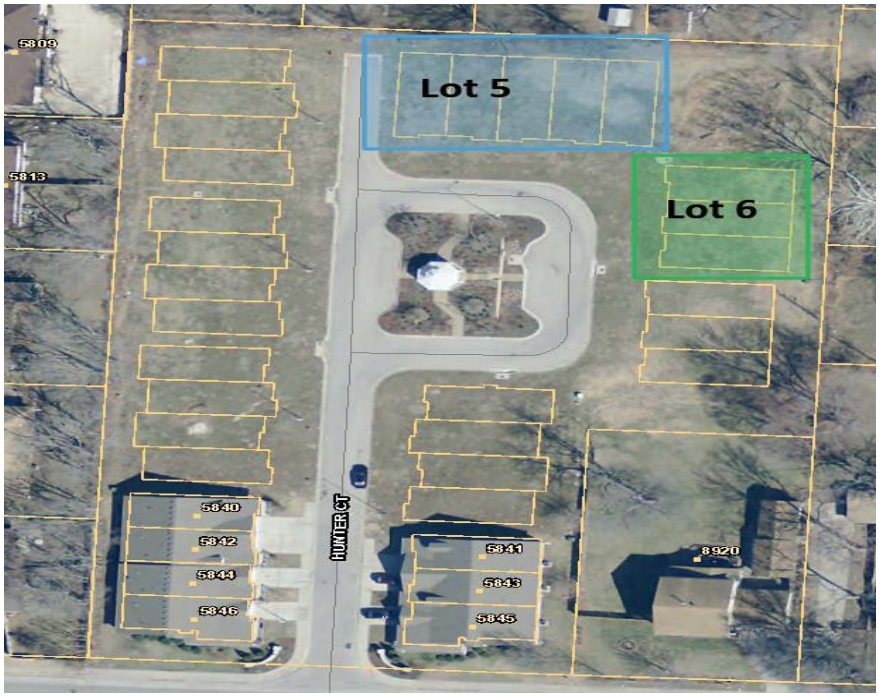
### BACKGROUND INFORMATION:

Ivan Chiang, on behalf of LIY Financial LLC., is requesting to amend a planned development overlay district, Blue Ridge Villas, located at 59th Street and Hunter Court. The planned development (R-3-P) was approved by the Board of Aldermen in January 2006. To date, 27 of the 34 lots remain vacant. Blue Ridge Villas is surrounded by residential uses (R-1 and R-2).

The applicant is requesting to amend the planned development to allow for a 10-bed memory care facility on Lot 6, which is outlined in green in the aerial photo below. Earlier this year, a 10-unit assisted living facility was approved by the Board of Aldermen on Lot 5 (directly to the Northwest of Lot 6).



## PLANNED DEVELOPMENT AMENDMENT APPLICATION FACTORS TO BE CONSIDERED

When considering an amendment request the following criteria should be considered in order to determine whether the application should be approved or denied:

### 1. CHARACTER OF THE NEIGHBORHOOD

The character of the neighborhood is residential with single family homes to the north, east and south. To the west, there are duplex houses.

### 2. ZONING AND CURRENT USES OF NEARBY PROPERTY

The following provides an overview of the zoning and existing land uses on properties surrounding the subject area:

| | ZONING | EXISTING LAND USES |
|---|---|---|
| South: | R-1 | Single Family Housing |
| North: | R-1 | Single Family Housing |
| East: | R-1 | Single Family Housing |
| West: | R-2 | Medium-Density Housing |

### 3. SUITABILITY OF ZONING FOR CURRENT USE

Blue Ridge Villas is a planned residential development zoned High-Density Residential (R-3). The purpose of the planned development overlay district is to provide for and encourage latitude and flexibility in the location of buildings, structures, roads, drives, variations in yards, open spaces and uses subject to approval of the plan by the board of aldermen.

The planned development has higher density housing than what is typical of Raytown neighborhoods. There are 34 lots in the 3-acre development. Lots range from 3-plex to 5-plex townhouse development. The average lot size is approximately 1,415 square feet. The majority of the area and yard requirements were either reduced or eliminated to allow for a denser community.

The planned development does provide a common area buffer along the perimeter of the community which ranges from 15-25 feet wide as well as additional common green space throughout the community.

The Blue Ridge Villas Design Manual (11/17/2005) calls for zero lot line, single-story patio homes with one-car garages. The neighborhood is modeled as a retirement community and the planned development specifies that residents of the development shall not be younger than 55 years of age.

### 4. DETRIMENTAL EFFECTS TO NEARBY PROPERTIES IF AMENDMENT IS APPROVED.

Amending the planned development to allow for a memory care facility could have negative effects on surrounding lots and nearby properties. The potential effects of this higher density use include:

A. Increased Traffic

The proposed memory care facility will produce more traffic than the planned 2 bedroom patio homes as the facility will require employees and outside vendors (e.g. medical staff, physical therapists, beauticians, deliveries etc.)

B. Parking Shortage

The increase of traffic will constitute the need for additional parking for full-time and part-time employees, outside vendors, and visitors. While staff believes that there will be sufficient parking on an average day, there is concern that from time to time, parking demands from Turn Leaf Villas might outweigh available parking.

As Section 50-539–Supplementary Parking Requirements of the City of Raytown Zoning Code, a standard for 'assisted living facilities', there shall be 1 parking spot per 2 units as well as 1 parking spot per employee. Per this standard, Turn Leaf Assisted Living would be required to have eight (8) off-street parking spots. The site plan indicates six (6) parking spots on Lot 5. The applicant is also requesting to create four (4) new parking spots with two (3) insets on the north and (4) on the south sides of the central green space. The site plan does dedicate two (2) of the six (6) allocated parking spots as 'Handicap Parking'.

C. Overcrowding

While the development is designed for zero lot line homes, staff is concerned about the overall scale of the project. The 10-bed memory care facility will occupy the entire lot. Additionally, parking will consume some of the green common area which was intended to offset the lack of open space with these denser residential units. This was also a concern for the 10-unit assisted living facility that was approved earlier this year.

D. Loss of Common Area/Green Space

The common areas in Blue Ridge Villas were designed to account for open green space provided that the residences would not have private yards. Turn Leaf Villas is proposed to have lot coverage of 84%. Due to the need for on-site parking, the common area in the front of Lot 6 is proposed to be parking, which will diminish the amount of green space. Additionally, the two (2) proposed insets will reduce the size of the central green space and require the removal of landscaping. To offset the loss of green space, the developer has agreed to constructing a walking path along the perimeter of the drainage basin as well as adding three park benches along the path.

## 5. LENGTH OF TIME OF VACANCY.

Lot 6 has been vacant since the property was platted in May 2006. Approximately, 80 percent of the development remains undeveloped.

## 6. CONSIDERATION OF PUBLIC INTEREST.

Public Health: The proposed changes to the planned development should not have any noticeable effect on public health. The applicant is proposing to build an assisted living facility on a vacant lot. Utilities have already been established in this development for existing residences. Lot 6 will have a more intensive use than

originally anticipated, but sanitary sewer systems will be able to accommodate the additional load.

Public Safety: As the proposed use on Lot 6 is a denser use, there will be an increase in vehicular traffic that may cause concern to surrounding lots. Additionally, street parking is not allowed on Hunter Court as it has been identified as a fire lane.

Public Welfare: The site plan proposes a dumpster which is in close proximity to Lot 4D. This could have a negative effect towards the overall aesthetic of the planned development.

## 7. IMPACTS ON PUBLIC SERVICES AND UTILITIES.

Because the area surrounding the property is developed, and the proposed use is of a residential nature, all necessary utilities and public services are available and capable of serving the property.

## 8. CONFORMANCE WITH THE COMPREHENSIVE PLAN.

The following are aspects of the city's adopted Comprehensive Plan that relate to the amendment of the planned development application:

A. Future Land Use Map: The Future Land Use Map in the Raytown Comprehensive Plan identifies the subject property as an area for single-family residential use. The property was rezoned from R-1 to R-3-P (High-Density Residential Planned Development) in 2006.

B. Residential Development Efforts: The Comprehensive Plan further states that multifamily development efforts in Raytown should not be encouraged within single-family neighborhoods. It also states that new multifamily dwelling units should be permitted primarily along arterial streets. Blue Ridge Villas is a high-density planned residential development (R-3-P) that is surrounded by more mature R-1 and R-2 housing. In regard to the street network, the proposed memory care facility is limited to access via a private drive, Hunter Court, (fire lane) which connects to East 59th Street (collector roadway).

C. Residential Locational Guidelines: The Comprehensive Plan also provides the following locational guidelines for residential development in Raytown.

1. Single-family residential uses should be separated from adverse surrounding land use types, such as major industrial and commercial areas. Appropriate buffering includes open space, bodies of water, abrupt changes in topography, and a combination of landscaping and walls.

   The location of the proposed development is consistent with this guideline.

2. Single-family residential lots should not front directly onto arterials but onto local and neighborhood streets, to minimize the number of access points along major streets.

   This guideline is not applicable to the proposed development.

3. Two-family residences may serve as a transitional land use between low- and high-density residential uses; as a buffer between lower-density residential from commercial uses; multi-family residential areas should be located within walking distance of commercial centers, parks, schools and public transportation routes and be in proximity to employment concentrations, major thoroughfares and utility trunk lines.

   There is two-family housing (R-2) to the west of the planned development as well as a 15-25 ft. wide common area buffer along the perimeter of the development. The only community feature (from the list above) within a close proximity (400 ft.) is Sarah Colman-Livengood Park; however, it is important to note that the proposed use is a memory care facility which will house residents with a more limited range of mobility.

4. Two-family to multi-family residential areas should be sited where they will not overload or create congestion in existing and planned facilities and utilities.

   The location of the proposed residential development is in the rear of a three-acre development with access to E. 59th Street limited to a single 20' wide private drive. While the majority of the development is currently vacant, the intent is for each lot to be developed. Upon full development, there could be concern of the private drive being overloaded from the proposed memory care facility and the already-approved assisted living facility. However, it is important to note that Blue Ridge Villas is limited by city ordinance to residents 55+ years old; therefore, the traffic characteristics are not expected to mimic typical residential neighborhoods.

   Additionally, the 2005 Traffic Impact Study for Blue Ridge Villas (prepared by: MKEC Engineering Consultants) concluded, "The relatively low number of afternoon peak hour vehicles entering and exiting the site should have a nominal impact on existing traffic flow on 59th St. and does not warrant the need for any additionally or supplemental traffic control devises or turn lanes." While the traffic study was conducted with the notion that there would be attached single-family housing only, the assisted living facility will most likely not increase the amount of residents driving but rather the amount of daily visitors.

**STAFF RECOMMENDATION:**

Staff recommends that the request to amend the Blue Ridge Villas planned development (R-3-P) be approved subject to the following conditions:

1- Public Works original comment was that the 3 new diagonal parking spots appear to be difficult to back out of. This still seems to be the case. The plan should be revised to reflect the 90-degree parking, as seen on the other side of the building.

# CITY OF RAYTOWN

# PLANNING & ZONING COMMISSION

# AGENDA

**October 4, 2018**
**7:00 pm**

**Raytown City Hall**
**Board of Aldermen Chambers**
**10000 East 59th Street**
**Raytown, Missouri 64133**

1. **Welcome by Chairperson**

2. **Call meeting to order and Roll Call**

| | | | | | |
|---|---|---|---|---|---|
| Wilson: | Absent | Emerson: | Present | Stock: | Present |
| Bettis: | Absent | Robinson: | Present | Cochran: | Present |
| Frazier: | Present | Dwight: | Present | Meyers: | Present |

3. **Approval of July 12, 2018 Meeting Minutes**
   a) Revisions - None
   b) Motion to approve - Emerson
   c) Second - Robinson
   d) Additional Board Discussion – Two new Members: Tina Cochran and David Frazier
   e) Vote – Approve (7-0)

4. **Old Business - None**

5. **New Business**
   A. **Case No.: PZ-2018-07 (Amendment to Planned Development – Blue Ridge Villas Lot 6)**
   **Applicant: Ivan Chiang, LIY Financial LLC**
   **Reason: Requesting Approval for Change of Use in R-3 District**
      1. **<u>Introduction of Application by Chair (Stock)</u>**
         Case No.: PZ-2018-07 (Amendment to Planned Development – Blue Ridge Villas Lot 6)
         Applicant: Ivan Chiang, LIY Financial LLC
         Reason: Requesting Approval for Change of Use in R-3 District
      2. **<u>Explanation of any exparte' communication from Commission members regarding the application</u>**
         N/A
      3. **<u>Enter Additional Relevant City Exhibits into the Record:</u>**
         a. Staff report
         b. Final Plat

c. Plat Application
d. Plat Checklist
e. Staff Review Letter & Applicant Responses
f. City of Raytown Zoning Regulations, as amended
g. City of Raytown Subdivision Regulations, as amended
h. City of Raytown Comprehensive Plan
i. Updated letter of Intent presented September 12, 2018

**4. <u>Introduction of Application by Staff</u>**

Mr. Haydaripoor introduces the case to the commission. The project amends the Plan Development located at 59th Street and Hunter Court. The applicants are asking to allow for ten bed facility on Lot 6.

**5. <u>Presentation of Application by Applicant</u>**

Want to change the use from 3 55+ Senior Townhomes into a ten bed Alzheimer Memory Care Facility for Senior 55+. Looking to allow Seniors to age in place, start in Independent Living, progress to Assisted Living and then, if needed, Memory Care Facility.

**6. <u>Additional Staff Comments and Recommendation</u>**

Willerth: Mr Chiang, you did get an opportunity to review the staff report dated October 4, 2018 and the one condition there for approval.

Chiang: yes, and talked with Mr. Haydaripoor. We did change ownership of the property to Fortune Homes.

Willerth: The staff recommendation is that the three diagonal parking spots that are difficult to back out of and the request is for 90 degree parking is on the west side of the building. Are you willing to go along or do you have an opinion?

Chiang: I am willing to go along because there is space for that, however we are making the loop a one way clockwise loop so when they come in it will be straight in. Also, we are designating the three spaces as employee parking

Haydaripoor: Correction on page 3 Item B there is a typo, instead of two parking spaces it should say three parking spaces.

**7. <u>Board Discussion</u>**

Stock: Green space is a concern

Chiang: to address this, the drainage area between lots 5 and 6 is being constructed as a green space area. We are putting a path around it so that the Seniors can walk to get exercise, as well as doing some planting of vegetables or flowers. Eliminated one townhouse, instead of doing nineteen, they are only doing eighteen, so that they can put in more parking and a patio area for the Alzheimer's Care.

Stock: Plenty of room for the fire trucks to get in.

Chiang: We did widen the street to 26 foot wide as per what the fire department wanted.

Emerson: This is an excellent project to take care of the Alzheimer's patients.

8. **<u>Board Decision to Approve, Conditionally Approve or Deny the Application</u>**
   a. Motion - Emerson
   b. Second - Meyers
   c. Additional Board Discussion
      Dwight: The update letter of intent, it went from eight to ten beds, what was the reason for this?

      Chiang: It tied back to adequate parking for caregivers and the ratio of parking to beds. In our ideal model we usually have ten beds.

      Dwight: So the building stayed the same?

      Chiang: We expanded slightly to create two private suites (studio bedroom with its own bathroom)
   d. Vote – Yes (7-0)

**B. Case No.: PZ-2018-08 (6920 Elm Rezoning – HC to R-3)**
**Applicant: Antonio Mendez, Dharmonylife LLC**
**Reason: Requesting Approval to Rezone Property from HC District to R-3 District**

1. **<u>Introduction of Application by Chair (Stock)</u>**
   Case No.: PZ-2018-08 (6920 Elm Rezoning – HC to R-3)
   Applicant: Antonio Mendez, Dharmonylife LLC
   Reason: Requesting Approval to Rezone Property from HC District to R-3 District
2. **<u>Open Public Hearing</u>**
   Gomez: Representing Mr. Mendez.
   Correction – After comments from the city, we are adjusting the number of townhomes from six to five.

   Stock: The land has been empty and it would be nice to have something in there.

   Stoke: The last comprehensive plan that was done about sixteen years ago showed this as being residential. So it is going back to what was in the Comprehensive plan to start with.

   Haydaripoor: clarification - The 350 Design Center is the responsibility of the property owner and not the cities responsibility to do the improvements in the right of way.

   Frazier: Couple of concerns to address: Parking – sounds like it will be a back out onto Elm St set up. Elm St can get fairly busy down through there. Has there been any alternatives of parking looked into? Also, this lot sits on a hill, and they buildings will be high. Will there be any type of retaining walls or is it going to be graded down to street level?

   Gomez: We asked for traffic studies and received no calls back. There has been minimal talk of how to do the grading work. With all the rain, we have not been able to do a study of the property. The plan is to build on the hill as the house currently sits.

   Emerson: The back of the house should be facing the other houses and that should create some privacy.

Bettis: On the West property line, there is no indication of any fencing. Is there a fence running along the North and South property lines in the back? Will there be a fence on the west side too?

Gomez: there will be a fence there to connect all those running between the houses.

Frazier: Are there plans to have patios on the back of each house:

Gomez: Currently, the plan is to just have green space.

3. **Explain Procedure for a Public Hearing and swear-in speakers**
   Antonio Mendez sworn in

4. **Enter Additional Relevant City Exhibits into the Record:**
   a. Staff report
   b. Current City Zoning Map
   c. Proposed Zoning Map
   d. Staff Review Letter & Applicant Responses
   e. Publication of Notice of Public Hearing in Daily Record Newspaper
   f. City of Raytown Zoning Ordinance, as amended
   g. City of Raytown Comprehensive Plan

4. **Explanation of any exparte' communication from Commission members regarding the application**

   Wilson:

5. **Introduction of Application by Staff**
   Antonio Mendez requesting the lot at 6920 Elm be rezoned from HC to R-3 to allow for a six unit townhome development, which would not be acceptable land use for Highway Commercial Zoning district. It should also be noted that this property is in the Highway 350 design corridor, which means it will have follow additional regulations that are intended to encourage high quality architecture, site planning, landscaping, signage, infrastructure planning and traffic flow.

6. **Request for Public Comment**
   Munger: How are you going to upkeep this property? When the house currently there caught fire, it started her house on fire. It never gets mowed. There is always debris around the house which gets blown around the neighborhood. How long is it going to take to get the construction complete? Her privacy as there will be five potential families moving in.

   Gomez: It will take between six and eight months. Currently there is a chain link fence between the properties that provides no privacy. We are proposing to have a wooden privacy fence put up. If it is used as a rental, there will be rules and regulations that will need to be followed and that will provide a certain level of control over the property. If it is not used as a rental, it will be sold.

   Munger: There have been people coming in and out of the house. It is a safety hazard. She has called the police as suggested. Is there going to be some kind of construction fence to keep these people out?

   Gomez: The house will be demolished. The construction crew will have their own safety procedures to put in place.

   Meyers: It may be awhile before the house is demolished, but the contractor will keep the area as safe as possible. With the new construction, the parking has to be taken into account.
   Jones: This is in her backyard and she is concerned about privacy after it's all built.

   Stock: If they put up a privacy fence, will that help at all?

Jones: Maybe.

7. **Additional Staff Comments and Recommendation**
   Haydaripoor: We have not heard if they agree with the staff recommendations.

   Gomez: We agree with the staff recommendations.

8. **Board Discussion**
   Haydaripoor: Parking, we have a couple of recommendations: #5 and #6 - public works has come concern and we have requested a revision of the plans.

   Hanson: Plans are still preliminary. There has been no Engineering. They were told up front both streets need to be curbed, guttered and add a sidewalk. They show that, but it has not been physically laid out with slopes or elevations. We have notified them that the storm drainage plan needs to be done, collect and manage the run off, sanitary mains sewer extension will need to be done. The only sanitary sewer is along the road and to the north. We specify that each unit needs to be connected to the sewer individually, so we foresee a newer main extension up the back yards. We are not sold on the parking yet. We are still going to work with them of the parking lot and configuration.

   Stock: This is in the staff recommendations.

   Wilerth: Will you agree to meet the 14 conditions from the staff?

   Mendez: Yes

   Frazier: Mr. Hanson will you be requiring the easement on the back sidethat would only be on their property?

   Hanson: Yes

   Dwight: The concrete on the north side on the drawing

9. **Close Public Hearing**
   Stock closed.

11. **Board Decision to Approve, Conditionally Approve or Deny the Application**
    a. Motion – Meyers approved with the 14 recommendations
    b. Second - Emerson
    c. Additional Board Discussion
    d. Vote – Yes (7-0)

## C. Case No.: PZ-2018-09 (Somerset Village Site Plan)
## Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
## Reason: Site Plan Approval for Somerset Village Apartments

1. **Introduction of Application by Chair (Stokes)**
   Case No.: PZ-2018-09 (Somerset Village Site Plan)
   Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
   Reason: Site Plan Approval for Somerset Village Apartments

2. **Open Public Hearing**

3. **Explain Procedure for a Public Hearing and swear-in speakers**

4. **Enter Additional Relevant City Exhibits into the Record:**

   h. Staff report

   i. Current City Zoning Map

   j. Proposed Zoning Map

   k. Staff Review Letter & Applicant Responses

   l. Publication of Notice of Public Hearing in Daily Record Newspaper

   m. City of Raytown Zoning Ordinance, as amended

   n. City of Raytown Comprehensive Plan

   p. Amendment to the staff recommendations

5. **Explanation of any exparte' communication from Commission members regarding the application**

   Meyers: Yes, but it would not impact his decision.

6. **Introduction of Application by Staff**

   Haydaripoor: Curtis Peterson is requesting approval of a Site Plan in order to replace a building that burnt down. The proposed replacement building also contains 11 units built in 1965.

7. **Request for Public Comment**

   Peterson: Somerset has 13 buildings with 156 units. They lost one building in 2016 to fire.

   Peterson: Two items that we want to put before you and ask for recommendations from the board, one is the preliminary site plan and two would be approval of a final plat. Proposal as a preliminary plan: First expand 60th Street by two feet and moving the curb so that it becomes 26 feet is the standard for the fire department. Second, Plans to vacate the right of way from the north curb line and then everything north of there would be private. Put in 51 new 90 degree parking stalls and there will no longer be parallel spaces and this doubles the amount of parking stalls along 60th Street. The water meters will be relocated to the north. Will also provide a utility easement on the plat. Add parking shown in dark gray on the west side. There will be a total of 66 new parking spaces with this development. Reinforce a drive for the fire department. Adding impervious surface to deal with storm water .

   Three aspects of the Staff Report: Central Business District Site Design, the CBD Building Design Standards and a couple of elements in the R-3 regulations. CBD Site Design Standards – 4 items spoken to: 1) Location of the parking facilities 2) the parking lot landscaping 3) the parking facility lighting (2 poles) and 4) pedestrian scale lighting. CBD Building Design Standards – There are 11 units and one laundry unit in the three story building. Three elements that they are asking for support of are: 1) Building articulation and setbacks. 2) Flat roof compared to a pitched roof. 3) Materials – Brick veneer, textured siding and iron for railings on the balconies. Relevant R-3 regulations – tension of parking and open green space. Increased parking by 39% and reduced open space by 9%.

9. **Additional Staff Comments and Recommendation**

   No additional comments.

9. **Board Discussion**

   Meyers: In reviewing the compromise that has been accomplished and working through areas of concern where a lot of it hinged on safety (parking and fire). Very satisfied with the additional

parking that will alleviate the safety concern. The visual of the a/c unit on the roof was taken care of.

Dwight: White streak on the drawing, is it the sidewalk or curb?

Peterson: Yes, it represents the new roll curb.

Dwight: The only new sidewalks are centered around the new building?

Peterson: Yes.

Willerth: Did you get a chance to review the Staffs Revised Recommendation Report with the ten conditions?

Peterson: The applicant is supportive of all ten recommendations.

Dwight: Green space in the new area.

Peterson: This is a green Buffer with tree, shrubs and a bench.

**10. <u>Close Public Hearing</u>**

Closed.

11. **<u>Board Decision to Approve, Conditionally Approve or Deny the Application</u>**
    a. Motion – Frazier with staff recommendations to approve
    b. Second - Emerson
    c. Additional Board Discussion - none
    d. Vote – Yes (7-0)

**D. Case No.: PZ-2018-10 (Somerset Village Plat)**
**Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)**
**Reason: Plat Approval for Somerset Village Apartments**

1. **<u>Introduction of Application by Chair (Stokes)</u>**
   Case No.: PZ-2018-10 (Somerset Village Plat)
   Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
   Reason: Plat Approval for Somerset Village Apartments
2. **<u>Open Public Hearing</u>**
3. **<u>Explain Procedure for a Public Hearing and swear-in speakers</u>**
4. **<u>Enter Additional Relevant City Exhibits into the Record:</u>**
   o. Staff report
   p. Current City Zoning Map
   q. Proposed Zoning Map
   r. Staff Review Letter & Applicant Responses
   s. Publication of Notice of Public Hearing in Daily Record Newspaper
   t. City of Raytown Zoning Ordinance, as amended
   u. City of Raytown Comprehensive Plan
   v. Amended Staff Report

5. **Explanation of any exparte' communication from Commission members regarding the application**

   None

6. **Introduction of Application by Staff**

   Haydaripoor: Applicant requesting approval of a final plat in order to replace the building that burnt down. There are 19 lots though out the property. Staff was informed by Jackson County GIL that the only data they had before 1999 is notes in the system and the tax parcel does not have any notes. In researching the deeds, every time the property transfer hands, the legal description says lot 1 through 19. We have suggested that the applicant submit a final plat and go through the process and convert the three lots to one lot.

7. **Request for Public Comment**

   Peterson: The applicant supports all four recommendations in the Amended Staff Report.

8. **Additional Staff Comments and Recommendation**

   None

9. **Board Discussion**

   None

10. **Close Public Hearing**

11. **Board Decision to Approve, Conditionally Approve or Deny the Application**
    a. Motion – Meyers approves with the four recommendations.
    b. Second - Frazier
    c. Additional Board Discussion - none
    d. Vote – Yes (7-0)

## 6. Other Business- None

## 8. Set Future Meeting Date - Thursday, November 1, 2018 at 7:00 PM

## 9. Adjourn

# CITY OF RAYTOWN
# Request for Board Action

**Date: November 16, 2018** **Amended Bill No. 6484-18**
**To: Mayor and Board of Aldermen** **Section No.: XIII**
**From: Ray Haydaripoor, Director of Community Development**

**Department Head Approval: _____**

**Finance Director Approval: _____**

**City Administrator Approval: _____**

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**Action Requested:** Requesting consideration and approval of a site plan for Somerset Village Apartments.

**Recommendation:** The Planning & Zoning Commission voted (7-0) to recommend approval of the site plan subject to 10 conditions.

**Analysis:** Curtis Peterson, on behalf of KM-TEH Realty owners of the property located at 9811/9813 E 60th Street is requesting approval of site plan in order to replace the building that burnt down. The building that was destroyed contained 11 dwelling units and proposed replacement building also contains 11 dwelling units. Somerset Village is a complex of 13 buildings that have 156 dwelling units. The complex is located on East 60th Street just west of Raytown Road. The building that was destroyed by fire in February 2016 is located at 9811 E. 60th Street

The owner of Somerset Village is requesting site plan approval to reconstruct the building that burned down. The building that was destroyed contained 11 dwelling units and the proposed replacement building also contains 11 dwelling units. Somerset Village is a complex of 13 buildings located on E 60th Street just west of Raytown Road. (Exhibit 1) The building at 9811 E. 60th Street (Exhibit 2) was destroyed in a fire in February 2016.

**Alternatives:** Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the request or refer the site plan back to the Planning & Zoning Commission for revisions and/or further review.

**Budgetary Impact:** This application does not require the City to provide any funding.

☒ Not Applicable

**Additional Reports Attached:**

- Staff Report from October 4, 2018 Planning & Zoning Commission meeting
- Minutes from October 4, 2018 Planning & Zoning Commission meeting

**AMENDED BILL NO. 6484-18 ORDINANCE NO. _____ SECTION NO. XIII**

**AN ORDINANCE APPROVING THE PRELIMINARY SITE PLAN OF SOMERSET VILLAGE APARTMENTS, WILSON VIEW, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI**

**WHEREAS** Application PZ-2018-09, submitted by Curtis Petersen, on behalf of KM-TEH Realty owners of the property located at 9811/9813 E 60th Street is requesting approval of site plan, Wilson View, a subdivision of the City of Raytown, Jackson County, Missouri, was referred to the Planning Commission; and

**WHEREAS**, the Planning & Zoning Commission considered the application on October 4, 2018, and by a vote of 7 in favor and 0 against rendered a report to the Board of Aldermen recommending that the site plan be approved; and

**WHEREAS**, the Board of Aldermen having considered the application on November 13, 2018 and November 20, 2018, finds and declares that the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the site plan.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – APPROVAL OF PRELIMINARY SITE PLAN.** That the Preliminary Site Plan, Wilson View, a subdivision in the City of Raytown, Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein, is hereby to be approved.

**SECTION 2 – CONDITIONS OF APPROVAL.** That the Preliminary Site Plan, Wilson View, be approved subject to the following conditions:

1. The Parking facility lighting preliminary site plans does not have adequate information for staff to make any recommendations or the proposed design does not meet the requirements of this section of Central Business District Design Elements.
2. The proposed design showing the existing plaza area on the east side of the proposed building will be eliminated, this is a requirement for “Courtyards, Plazas and open space” in the complex and a design alternative must be approved to a usable space for the tenants.
3. That a design alternative be approved for the “Bulk of buildings” standards so that the proposed building is similar in design to the 10 other buildings in the complex.
4. That the “upper level step backs” not be required because they would appear much different than the rest of the buildings in the complex and a design alternative must be approved.
5. That the flat roof be approved as a design alternative subject to proposed screening of the roof mounted equipment, vents, etc. The applicant shall submit a roof plan showing the location of all equipment, vents, etc. for review by City Staff and a design alternative must be approved.

6. Per Public Works requirements, Civil Plans, Grading Plan, Sheet 1 of 2 – The proposed storm line extension and the proposed rip-rap is not upon Somerset's property but is on the neighboring Jackson County Railroad right-of-way. These improvements must remain on Somerset Village Apt. property.
7. Per Public Works requirements, a storm drainage study will still need to be submitted for review by staff.
8. No building permit will be issued before the final engineered site plan is submitted.
9. No Certificate of Occupancy will be issued until all requirements of this section have been met.
10. That the requirements of all the previous conditions be shown on revised drawings. The applicant shall submit five copies of the revised plans at full scale for review and approval by the Director of Community Development prior to the Final Site plan being submitted to the Planning & Zoning Commission. Additional copies of the plans will be required for the Planning & Zoning Commission.

**SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa Henry, City Clerk

Approved as to Form

_____
Joe Willerth, City Attorney

# Staff Report

Community Development
Planning and Development Services

## PZ 2018-09

To: City of Raytown Planning and Zoning Commission

From: Ray Haydaripoor, Community Development Director

Date: October 4, 2018

Re: Application for Site Plan

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## PLAT APPLICATION SUMMARY

Applicant: Curtis Peterson, Polsinelli

Project Contact: Somerset Village Apt.

Property Location: 9800 E 60th St

Request: For approval of a Site Plan

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## SITE DATA

WILSON VIEW---LOTS 8-19 & TH PT NE 1/4 NE 1/4 SEC 05-48-32 DAF: BEG MOST SW COR LOT 12 WILSON VIEW TH W 50' TO ELY RR ROW LI TH NLY ALG SD ELY RR LI 244' TH E 50' TO W LI WILSON VIEW TH SLY ALG W LI LOTS 11 & 12 SD WILSON VIEW TO POB (BEING PT OF FORMER RR ROW)

| Land Use Data | |
|---|---|
| Surrounding Zoning | R-3 |
| Surrounding Overlay | Central Business District |
| Surrounding Land Use | Residential |
| Designated Future Land Use | Multi - Family Residential |
| Ward(s) | Ward 1 |
| Approximate Land Area | 3.5 acres |

**ZONING AND CURRENT USES OF NEARBY PROPERTY**

The following provides an overview of the zoning and existing land uses on properties surrounding the subject area:

| | ZONING | EXISTING LAND USES |
|---|---|---|
| South: | NC | Neighborhood Commercial |
| North: | R-3 | Single family homes |
| East: | NC | Neighborhood Commercial |
| West: | N | Conservation |

## Background Information:

Curtis Peterson, on behalf of KM-TEH Realty owners of the property located at 9611/13 E 60th Street is requesting approval of site plan in order to replace the building that burnt down. The building that was destroyed contained 11 dwelling units and proposed replacement building also contains 11 dwelling units. Somerset Village is a complex of 13 buildings that have 156 dwelling units. The complex is located on East 60th Street just west of Raytown Road. The building that was destroyed is located 9811 E. 60th Street and was destroyed by fire in February 2016. The City does not have building permit information available, but sewer connection records indicate it was built in 1965 along with two other buildings on the cul-de-sac. The rest of the complex was built in the mid-seventies.

Exhibit 1

The owner of Somerset Village is requesting site plan approval to reconstruct the building that burned down. The building that was destroyed contained 11 dwelling units and the proposed replacement building also contains 11 dwelling units. Somerset Village is a complex of 13 buildings located on E 60th Street just west of Raytown Road. (Exhibit 1) The building at 9811 E. 60th Street (Exhibit 2) was destroyed in a fire in February 2016.

Exhibit 2

The City does not have records available that specify when the building was built, but sewer connection records indicate it was built in 1965 along with two other buildings at the end of the cul-de-sac (Exhibit 3).

Exhibit 3

The rest of the complex was probably built in the early to mid-seventies. (Exhibit 4)

Exhibit 4

The building that was destroyed by fire was built at a time when the zoning regulations were different than they are now and therefore it was a nonconforming structure when it was destroyed. Sec. 50-454 (a) states that any structure destroyed by 50% or more or its appraised value shall comply with the current zoning regulations.

In 2003 the City adopted the Central Business Design Elements which is an overlay zone and the new building is subject to its regulations. Under this overlay zone the applicant is required to submit a preliminary site plan for a recommendation of approval, conditional approval, or denial from the Planning Commission and the Board of Alderman may approve, conditionally approve or deny the preliminary site plan. If the Board of Alderman approves the preliminary site plan, it shall adopt an ordinance to that affect and a final site plan shall be submitted to the Planning Commission for approval.

The proposed building does not meet all the Central Business District Design Elements and the applicant is requesting alternatives be approved as part of the preliminary site plan. These items will be set out in detail later on in this Staff Report.

## CENTRAL BUSINESS (CBD) DESIGN ELEMENTS

The purpose and intent of the CBD Design Elements taken from the Zoning Ordinance are as follows:

Design goals. The purpose of the CBD Design Elements is to enhance and create a traditional downtown core that forms a commercial and cultural center for the city by emphasizing appropriate and complimentary architectural, landscape and site design standards for new and redeveloped properties that:

(1) Focus on building and landscaping.
   a. Buildings and vegetation should be the predominant elements of the downtown area.
   b. Signage and parking facilities should be less prominent.
(2) Promote pedestrian activity and walkability throughout the Central Business District while also providing pedestrian connections with surrounding neighborhoods.
(3) Create appropriate building scale and proportion throughout the Central Business District.
(4) Create a unique identity as development and redevelopment occur within the Central Business District incorporating visually prominent and attractive features through building design and site design that individually and cumulatively create an appealing and attractive area.
(5) Allow easy access to and from the area via multiple modes of transportation such as pedestrian, bicycle, public transportation and personal vehicle.

Also:

New development. All of the provisions of the CBD Design Elements shall be applicable to the construction of a new building or structure on a vacant site. The CBD Design Elements are set out in two sections as follows: Sec.50-399 Residential Site Design Standards and Sec. 50-400 Residential Building Design Standards. The Staff Report will address each of these standards and will note when the standards are not met and when an alternative will need to be approved.

Residential Site Design Standards

It should be pointed out that this building is one of a complex of 13 buildings and the design of the replacement building mirrors those of the existing buildings and attempts to reflect that design while trying to meet some of the CBD Design Elements. The following are design elements for residential development and redevelopment.

(1) Front yard treatment.
   a. Intent: To provide a feeling of separation between buildings and the public pedestrian realm so that front yards function as usable outdoor spaces.
   b. Standards:
      1. Required:
         (i) In new development and redevelopment front yards, including two side property lines and the street lines, shall include at least two of the following transitional elements. Any transitional element over two feet high must be 80 percent transparent.
            A. Steps;
            B. Low fences, no more than three feet high;
            C. Trellises;
            D. Site furnishings;
            E. Low hedges, no more than three feet high;
            F. Landscaped borders; and/or
            G. Low walls, no more than two feet high, of decorative concrete, masonry or other similar material.

(ii) Front yards shall include at least one of the following entrance elements between the sidewalk and the building:
   A. Gateways;
   B. Archways;
   C. Canopy;
   D. Arbor or trellis;
   E. Variety of paving materials; or
   F. Pedestrian lighting;

(iii) Fencing shall be constructed of durable, weather-resistant and vandal resistant materials.

**<u>Staff Comments:</u> The proposed design meets the required standards.**

(2) Entries facing the street.
   a. Intent: To provide a clearly defined, welcoming, and safe entry for pedestrians to multifamily dwellings, from the sidewalk into the building.
   b. Standards:
      1. Required:
         (i) Architectural elements shall be used to provide a clearly identifiable and defensible entry visible from the street.
         (ii) Developments shall include at least two of the following architectural elements:
            A. Recesses;
            B. Balconies;
            C. Articulated roof forms;
            D. Front porches with a depth of at least eight feet;
            E. Arches; and/or
            F. Glass at sides and/or above entry doors.
         (iii) Developments shall include at least one of the following site furnishings:
            A. Trellis;
            B. Awning
            C. Canopy; or
            D. Bench with a back
         (iv) Pedestrian scale lighting and/or lighted bollards shall be provided.
         (v) Primary building entries shall face the street. If the doorway does not face the street, a clearly marked and well-maintained path shall connect the entry to the sidewalk.

**<u>Staff Comments:</u> The proposed building meets the required standards.**

(3) Private outdoor space.
   a. Intent: To provide private outdoor spaces that encourages a sense of ownership by residents.
   b. Standards:
      1. Required: Apply defensible space and clear entryway principles for multi-family dwellings.

Defensible entry is an industry-specific term that addresses the ability of a person to anticipate a path of travel, its obstruction, and points of vulnerability before moving through the space.
Staff Comments: The proposed building meets the required standard.

(4) Site landscape areas.

a. Intent: To reinforce the character of the downtown area and the surrounding natural environment through site landscaping.
b. Standards:
    1. Required:
        (i) All areas not devoted to landscape required by these CBD Design Elements, this chapter, parking regulations, structures or other site improvements shall be planted, or remain in existing native, non-invasive vegetation including drought-tolerant grass.
        (ii) A minimum 20 percent of plant varieties shall provide year-round color, texture and/or other special interest.

**<u>Staff Comments:</u> A landscape plan sheet was submitted with the rest of the plan therefore the proposed design project has met this standard.**

(5) Location of parking facilities.
a. Intent: To maintain a contiguous, active pedestrian street front along streets by locating parking facilities behind buildings.
b. Standards:
    1. Required:
        (i) Garages and covered parking structures shall be constructed of similar materials and have similar architectural character as the principle building(s) on the property.
        (ii) New development and redevelopment. Parking facilities shall be located behind buildings. The board of alderman as part of the preliminary site plan may approve an alternative to this design standard.
        (iii) Where an alternative to this design standard is approved and parking facilities are allowed to remain in front of or beside buildings, parking facilities shall provide a ten-foot wide planting areas between the parking lot and street right-of-way to include:
            A. A year-round sight barrier;
            B. Evergreen shrubs;
            C. Evergreen ground cover; and
            D. Shrub material maintained at a maximum height of three feet for visibility.
        (iv) All parking facilities (new development and redevelopment) shall comply with the parking lot standards set forth in this chapter including, but not limited to interior landscape areas, wheel stops, plant material requirements, and number of stalls.
        (v) The board of aldermen by ordinance must approve any gated parking facilities or gated portions as part of a preliminary site plan.

**<u>Staff Comments:</u> The applicant has made considerable effort to increase parking spaces from what currently exists. Even though this is an improvement, but the proposed design, does not meet the requirement as stated in item (iii) above.**

(6) Location of driveways.
a. Intent: To maintain a contiguous, uninterrupted sidewalk by minimizing, consolidating and/or eliminating driveway access off primary pedestrian streets.
b. Standards:
    1. Required:
        (i) All vehicular driveways shall be located off side streets and alleys unless:

A. The only means of access to the site is from a primary pedestrian street;
B. The development is located at the corner of two primary pedestrian streets;
C. The driveway is consolidated (shared) between adjacent developments; or
D. The property cannot otherwise be accessed from a side street, alley or shared drive.

(ii) Where a driveway is allowed on primary pedestrian streets, driveway entrances shall:
A. Include an identifying feature, such as a trellis, monument, low wall/column or special landscape treatment; and
B. Sidewalk-paving materials/treatment shall be extended across the driveway entrance.

(iii) Adjacent developments shall consolidate (share) vehicular driveways where feasible regardless of the type of street on which the driveway is located.

(iv) Apply defensible space and clear entryway principles for pedestrian access from driveways and parking areas to the development.

(v) If used for identifying features in subsection (6)b.1(ii)A of this section, the combination of walls and shrubs/ground cover shall not exceed a maximum height of four feet, unless all of the following are provided:
A. Wall/landscape treatment does not create a safety hazard;
B. Any portion of a wall/landscape treatment that is above four feet in height is a minimum 75 percent transparent (i.e., see-through metal railing, trellis, or other similar treatment); and
C. Any portion of a wall/landscape treatment that is above four feet in height provides added visual interest, detail and character.

**<u>Staff Comments:</u> The applicant is proposing reconstruction of existing driveway on the west side of the building. When the project is completely built, the temporary fencing will be removed and the driveway on the west side of the building will be reopened.**

(7) Parking lot landscape.
a. Intent: To reduce the visual impact of parking lots through landscape areas, trellises and/or other architectural features.
b. Standards:
1. Required:

(i) Parking lot landscape shall be used to reinforce pedestrian and vehicular circulation such as:
A. Parking lot entrances:
B. Ends of driving aisles; and
C. To define pedestrian connections through parking lots.

(ii) Low walls (minimum three-feet high) used to screen parking lots shall be made of decorative concrete, masonry or other similar material. Where walls and/or fences are provided, landscape-planting areas may be reduced to a minimum five feet and shall be located adjacent to the public right-of-way.

(iii) The combination of walls, fences and shrubs/ground cover shall not exceed a maximum height of four feet, unless all of the following are provided:
A. Wall/fence/landscape treatment does not create a safety hazard;
B. Portion of wall/fence/landscape treatment that is above four feet in height is a minimum 75 percent transparent (i.e., see-through metal railing, trellis, or other similar treatment); and

C. Portion of wall/fence/landscape treatment that is above four feet in height provides added visual interest, detail and character suitable to the nature of the downtown area.

(iv) For any wall or fence above six feet total height, the entire wall/fence façade shall comply with the building design standards set forth in the CBD Design Elements for ground level details, materials, color, etc.

(v) A minimum five-foot wide landscape planting area shall be provided between parking lots and adjacent developments to include a year-round sight barrier and meeting the requirements for parking lot landscape proved in this chapter.

**<u>Staff Comments:</u> A new parking area is being proposed, the submitted landscape plan either does not have adequate information or does not meet the CBD Design Element Standards. Area of concerns are items (ii), (iii), (iv), (v).**

(8) Parking facility lighting.

a. Intent: To provide way-finding lighting to define pedestrian areas and promote public safety.

b. Standards:

1. Required:

(i) Lighting located within parking facilities shall be between 15 and 20 feet in height except where the lighting is intended to be used for pedestrian purposes as indicated in subsection (8) b.2(i) of this section.

(ii) In addition to parking facility lighting, pedestrian scale lighting shall be a maximum 14 feet in height.

(iii) Pedestrian scale lighting and/or bollard lighting shall be used to further define pedestrian walkways, crosswalks, connections to public right-of-way and/or other pedestrian areas within or besides parking facilities.

(iv) All lighting (parking lot and pedestrian scale) shall be shielded from the sky and adjacent properties and structures, either through exterior shields or through optics within the fixture. No light projection should extend higher than horizontal from the light fixture.

(v) All lighting (parking facility and pedestrian scale) shall reinforce the character of the downtown area and should complement other light fixtures through color, style and/or other architectural features of adjacent developments.

**<u>Staff Comments:</u> A new parking area is being proposed with new parking layout, but the plan lacks the necessary information, or the proposed design does not meet the requirements of Central Business District Design Elements.**

(9) Courtyards, plazas and open space.

a. Intent: To reinforce the pedestrian nature of the downtown area by creating usable open space for pedestrians.

b. Standard:

1. Required:

(i) Where provided, pedestrian spaces shall be visible and accessible to the public.

(ii) Plazas, courtyards, green spaces and other pedestrian areas shall include landscaping and pedestrian scale lighting.

**<u>Staff Comments:</u> Open space as defined by the zoning ordinance means the lot area unoccupied by buildings, parking areas and driveways which is either landscaped or developed for recreational use**

**by the occupants of the premises. The required open space is 116,201 square feet and the complex provides 61,777 square feet. The proposed design does not meet the required standard.**

Pedestrian connections.

a. Intent: To create a network of linkages for pedestrians, including locating building entrances in closer proximity to sidewalks than in other areas of the city.
b. Standards:
    1. Required:
        (i) Clearly defined pedestrian connections shall be provided;
        (ii) Between a public right-of-way and building entrances when buildings are not located directly adjacent to the sidewalk; and
        (iii) Between parking lots and building entrances;
        (iv) Pedestrian connections shall be separated from vehicular traffic in a combination of two or more of the following ways:
            A. A six inch vertical curb, except where walkways cross vehicular travel lanes where sidewalk ramps are necessary;
            B. A trellis, railing, bollard, special paving, low seat well and/or other architectural features;
            C. A continuous landscape area that is a minimum six feet wide on at least one side of the walkway, except where walkways cross vehicular travel lanes; and/or
            D. Where a walkway abuts a driving aisle within a parking area, a minimum six-foot wide landscape area shall be provided between the walkway and the driving aisle.
        (v) Where walkways abut a public right-of-way, a minimum six-foot wide landscape area shall be provided between the walkway and the public right-of-way.
        (vi) Pedestrian connections shall be reinforced with pedestrian scale lighting (maximum 14-inch height), bollard lighting, accent lighting or a combination thereof to aid in pedestrian's way-finding.
        (vii) Pedestrian connections that cross driveways or other vehicular or bicycle access shall be marked by using continuous sidewalk material consisting of either brick, paver bricks, stone or concrete that is stamped and colored throughout.
        (viii) Pedestrian connections shall:
            A. Include clear sight lines to building entrances;
            B. Be not less than five feet wide;
            C. Connect to adjacent walkways; and
            D. Be of the same color, texture and treatment as adjacent walkways.
        (ix) Landscaping shall consist of drought-tolerant plantings such as evergreens, deciduous trees and shrubs, and decorative grasses. A minimum 20 percent of varieties shall provide year-round color, texture and/or other special interest. Shrubs shall be maintained at a maximum three-foot height for visibility.

**<u>Staff Comments:</u> The landscape plans do not show the minimum requirement such as items (iv) and (v). There are no sidewalks on 60th Street, so it probably is not practical to require a sidewalk on this property. It should be pointed out, however, with the high density of this project the applicant should construct sidewalks on both sides of 60th Street and around the cul-de-sac as a future improvement.**

Sec. 50-400. Residential Building Design Standards.

(a) Bulk of buildings.

(1) Intent: To reduce the apparent bulk of buildings by breaking them down into smaller components that is visually consistent with a pedestrian scale:

(2) Standards; required:

a. Walls facing streets shall be modulated with bays and recesses at least eight feet wide and no more than 25 feet wide and at least three feet deep.

b. Modulation shall extend to the roof, except at balconies. The purpose is not to create a regular rigid solution but rather to break up the mass in creative ways.

(b) Articulation and overall massing of buildings.

(1) Intent: To provide visual variety along the street.

(2) Standards:

a. Required:

1. Buildings shall include articulation along the facades facing and visible from public rights-of-way. Flat blank walls are discouraged.

2. Horizontal facades longer than 25 feet shall be articulated into smaller units, reminiscent of the residential scale of the neighborhood. At least two of the following methods shall be included:

(i) Distinctive roof forms;

(ii) Changes in materials;

(iii) Window patterns; and/or

(iv) Color differentiation

b. Encouraged: Additions or alterations to existing buildings with unique architectural interest should be made sensitively and in keeping with the buildings original architectural style.

**<u>Staff Comments:</u> The proposed building is similar to the buildings that were built in the seventies rather than the original buildings that were built in the mid-sixties. The sixties buildings were flat facades with no articulation. The proposed building with the balconies and a variety of materials provide more interest than the original building, but still does not meet the Design Standards and the applicant is requesting approval of a design alternative.**

(c) Upper level step backs.

(1) Intent: To enhance views of the surrounding area and to increase sunlight penetration to the public sidewalk.

(2) Standards:

a. Required: Multi-story buildings shall include step backs a minimum of four feet deep above the second level. Step backs shall be provided at every two floors minimum.

**<u>Staff Comments:</u> The proposed building plans does not show upper level step backs. Since this building is a part of a larger complex, providing upper level step backs would not be consistent with the rest of the complex and the applicant is requesting approval of a design alternative.**

(d) Addressing the corner.

**<u>Staff Comments:</u> This standard is not applicable since the building is not on a corner location.**

(e) Pitched roof forms.

(1) Intent: To maintain and enhance the image and character of the Raytown CBD and its residential neighborhoods.

(2) Standards:

a. Required:

1. All structures shall incorporate pitched roof forms having slopes between 4:12 and 12:12, except that structures located in the town square neighborhood, may have a flat roof that shall include extended parapets and projecting cornices to create a prominent edge, when viewed against the sky from an adjoining street, parking area, public open space, or pedestrian connection.
2. Rooftop mounted equipment, vents and flues (other than chimneys) shall be screened so that they are not visible from ground level on neighboring properties.
   (i) Rooftop mechanical equipment screens shall be required at a height that is as high or higher than the rooftop equipment being screened.
   (ii) Screening shall be provided in a manner that is architecturally integral to the overall appearance of the building.
   (iii) The use of parapet walls or specially designed rooftop penthouse enclosures is the preferred methods of screening for rooftop mechanical equipment.
   (iv) Partition screens are generally less desirable for screening purposes. However, when using partition screens, the use, design, and material of the screen should blend with the building architecture and create massing hierarchy that projects the same high quality appearance as the building façade.
   (v) The number of vents and flues shall be kept to a minimum and located in a manner to not be visible. On sloped roof structures, vents and flues shall be incorporated into architectural features or painted to blend with the roofing material.
   (vi) The board of aldermen as part of the preliminary site plan may approve an alternative to this design standard, provided that in addition to the other criteria for approval of an alternative, the board of aldermen must also determine that one of the following exception criteria is valid.
      A. A building is located at a higher elevation in relation to surrounding properties and it is demonstrated that rooftop equipment will not be visible.
      B. A building is located in the middle of an industrial park and rooftop equipment is not visible from arterial roadways, residential properties, nor will it have a negative impact upon any sensitive areas or scenic views or vistas.
      C. A building is sited in a manner where the location and setback of rooftop equipment from the building edge in relation to the elevation and visibility of surrounding properties is such that the equipment will not be visible from any distance and additional screening measures are not required.

**<u>Staff Comments:</u> The proposed building does not have a pitched roof as required but has a flat roof similar to the other buildings in the complex. The applicant will need to demonstrate that the roof mounted equipment, vents, etc. will not be visible from the street or other adjacent properties. A roof top plan has not been submitted that shows the location of HVAC units, vents, etc. along with the height of these items and how they will be screened. The applicant is requesting approval of the flat roof as a design alternative.**

(f) Materials/architectural details.

(1) Intent:
   a. To encourage creative expression through diversity of architectural style that enlivens the street.
   b. To ensure a standard of quality that will be easily maintained and cared for over time.

c. To encourage the use of materials appropriate to residential development and details that reduce the bulk of larger buildings.

(2) Standards:

a. Required:

1. Facades facing a street shall be constructed of durable and maintainable materials. Materials that have texture, pattern and lend themselves to quality detailing include:
   - (i) Brick;
   - (ii) Stone;
   - (iii) Stucco (Dryvit or EIFS);
   - (iv) Marble;
   - (v) Ceramic;
   - (vi) The board of aldermen as part of the preliminary site plan may approve an alternative to this design standard.
2. Architectural accents and projections on facades facing street and facades not facing a street may be constructed of durable and maintainable materials other than those listed in subsection (1) of this section such as:
   - (i) Wood;
   - (ii) Vinyl;
   - (iii) Masonite;

**<u>Staff Comments:</u> The proposed building has brick and wood on all four sides which is consistent with the other 10 buildings in the complex but does not meet the required standard and the applicant is requesting approval of a design alternative.**

(g) Ground level details (when ground floor is commercial).

**<u>Staff Comments:</u> This standard is not applicable to this project.**

(h) Concealing structured parking.

**<u>Staff Comments:</u> This standard is not applicable to this project.**

In addition to above design standards, the properties located in a High-Density Residential District.

Sec. 50-167- High Density Residential District (R-3). The purpose of this district is to provide quality apartment development in a higher density setting, while ensuring that livability, property values; open spaces, safety and the general welfare will be sustained.

(F) Lot Area per household. The minimum lot area shall be 2,500 square feet for each of the units in a triplex or fourplex dwelling building and 2,000 square feet for each apartment in an apartment building of five or more units.

**<u>Staff Comments:</u> The R-3 District requires 2,000 square feet of lot area per dwelling unit in apartment buildings that have more than five dwelling units. Including the proposed building, the complex would have 156 apartments and would require a site of 312,000 square feet. The existing complex has 211,180 square feet which is 100,726 square feet less than the requirement. The proposed design does not meet the required standard.**

(g) Size of dwelling. Every dwelling hereafter erected, constructed, reconstructed or altered in R-3 district shall have a minimum habitable floor area, excluding basements, open and screened porches and garages, of not less than 700 square feet for each multi-household dwelling unit.

**Staff Comments: The proposed design meets the required standards.**

## STAFF RECOMMENDATION

This is a difficult analysis because the proposed building is in a larger complex and is not a stand-alone structure. The purpose of the CBD Design Elements is to upgrade the quality of development over a period of time as redevelopment occurs. At the same time, in this situation, the applicant desires to have the building be similar in design to the other buildings in the complex.

The proposed building does not meet many of the standards contained in the Central Business District Design Elements; the proposed project provides additional parking spaces, which is an increase of 66 off-street parking (site plan page L1); the lot area per household is 69% (site plan page L1) of the ordinance requirement; the propose minimum open space is only 31% (site plan page L1) compared to the required 55%; the entire development needs significant maintenance (painting of trim, replacing landscaping that has been removed around the buildings, repairing light poles and cleaning up the debris throughout the property).

Open space and parking spaces are two of the requirements that the proposed design does not meet the Central Business District Design Elements. Unfortunately, the two requirements are intertwined in a manner that one will affect the other. In the spirit of compromise staff does not have any objection to the proposed design regarding open spaces and parking spaces.

The Planning Commission may recommend approval, approval with conditions or denial. If the Planning Commission recommends approval, staff recommends the following conditions be required:

1. The Parking facility lighting preliminary site plans does not have adequate information for staff to make any recommendations or the proposed design does not meet the requirements of this section of Central Business District Design Elements.
2. The proposed design showing the existing plaza area on the east side of the proposed building will be eliminated, this is a requirement for “Courtyards, Plazas and open space” in the complex and a design alternative be approved to a usable space for the tenants.
3. That a design alternative be approved for the “Bulk of buildings” standards so that the proposed building is similar in design to the 10 other buildings in the complex.
4. That the “upper level step backs” not be required because they would appear much different than the rest of the buildings in the complex and a design alternative be approved.
5. That the flat roof be approved as a design alternative subject to proposed screening of the roof mounted equipment, vents, etc. The applicant shall submit a roof plan showing the location of all equipment, vents, etc. for review by City Staff and a design alternative be approved.
6. Per Public Works requirements, Civil Plans, Grading Plan, Sheet 1 of 2 – The proposed storm line extension and the proposed rip-rap is not upon Somerset’s property but is on

the neighboring Jackson County Railroad right-of-way. These improvements must remain on Somerset Village Apt. property.

7. Per Public Works requirements, a storm drainage study will still need to be submitted for review by staff.

8. No building permit will be issued before the final engineered site plan submitted.

9. No Certificate of Occupancy will be issued until all requirements of this section have been met.

10. That the requirements of all the previous conditions be shown on revised drawings. The applicant shall submit five copies of the revised plans at full scale for review and approval by the Director of Community Development prior to the Final Site plan being submitted to the Planning Commission. Additional copies of the plans will be required for the Planning Commission.

# CITY OF RAYTOWN

# PLANNING & ZONING COMMISSION

# AGENDA

**October 4, 2018**
**7:00 pm**

**Raytown City Hall**
**Board of Aldermen Chambers**
**10000 East 59th Street**
**Raytown, Missouri 64133**

1. **Welcome by Chairperson**

2. **Call meeting to order and Roll Call**

| | | | | | |
|---|---|---|---|---|---|
| Wilson: | Absent | Emerson: | Present | Stock: | Present |
| Bettis: | Absent | Robinson: | Present | Cochran: | Present |
| Frazier: | Present | Dwight: | Present | Meyers: | Present |

3. **Approval of July 12, 2018 Meeting Minutes**
   a) Revisions - None
   b) Motion to approve - Emerson
   c) Second - Robinson
   d) Additional Board Discussion – Two new Members: Tina Cochran and David Frazier
   e) Vote – Approve (7-0)

4. **Old Business - None**

5. **New Business**
   A. **Case No.: PZ-2018-07 (Amendment to Planned Development – Blue Ridge Villas Lot 6)**
   **Applicant: Ivan Chiang, LIY Financial LLC**
   **Reason: Requesting Approval for Change of Use in R-3 District**
      1. **<u>Introduction of Application by Chair (Stock)</u>**
         Case No.: PZ-2018-07 (Amendment to Planned Development – Blue Ridge Villas Lot 6)
         Applicant: Ivan Chiang, LIY Financial LLC
         Reason: Requesting Approval for Change of Use in R-3 District
      2. **<u>Explanation of any exparte' communication from Commission members regarding the application</u>**
         N/A
      3. **<u>Enter Additional Relevant City Exhibits into the Record:</u>**
         a. Staff report
         b. Final Plat

c. Plat Application
d. Plat Checklist
e. Staff Review Letter & Applicant Responses
f. City of Raytown Zoning Regulations, as amended
g. City of Raytown Subdivision Regulations, as amended
h. City of Raytown Comprehensive Plan
i. Updated letter of Intent presented September 12, 2018

**4. <u>Introduction of Application by Staff</u>**

Mr. Haydaripoor introduces the case to the commission. The project amends the Plan Development located at 59th Street and Hunter Court. The applicants are asking to allow for ten bed facility on Lot 6.

**5. <u>Presentation of Application by Applicant</u>**

Want to change the use from 3 55+ Senior Townhomes into a ten bed Alzheimer Memory Care Facility for Senior 55+. Looking to allow Seniors to age in place, start in Independent Living, progress to Assisted Living and then, if needed, Memory Care Facility.

**6. <u>Additional Staff Comments and Recommendation</u>**

Willerth: Mr Chiang, you did get an opportunity to review the staff report dated October 4, 2018 and the one condition there for approval.

Chiang: yes, and talked with Mr. Haydaripoor. We did change ownership of the property to Fortune Homes.

Willerth: The staff recommendation is that the three diagonal parking spots that are difficult to back out of and the request is for 90 degree parking is on the west side of the building. Are you willing to go along or do you have an opinion?

Chiang: I am willing to go along because there is space for that, however we are making the loop a one way clockwise loop so when they come in it will be straight in. Also, we are designating the three spaces as employee parking

Haydaripoor: Correction on page 3 Item B there is a typo, instead of two parking spaces it should say three parking spaces.

**7. <u>Board Discussion</u>**

Stock: Green space is a concern

Chiang: to address this, the drainage area between lots 5 and 6 is being constructed as a green space area. We are putting a path around it so that the Seniors can walk to get exercise, as well as doing some planting of vegetables or flowers. Eliminated one townhouse, instead of doing nineteen, they are only doing eighteen, so that they can put in more parking and a patio area for the Alzheimer's Care.

Stock: Plenty of room for the fire trucks to get in.

Chiang: We did widen the street to 26 foot wide as per what the fire department wanted.

Emerson: This is an excellent project to take care of the Alzheimer's patients.

8. **<u>Board Decision to Approve, Conditionally Approve or Deny the Application</u>**
   a. Motion - Emerson
   b. Second - Meyers
   c. Additional Board Discussion
      Dwight: The update letter of intent, it went from eight to ten beds, what was the reason for this?

      Chiang: It tied back to adequate parking for caregivers and the ratio of parking to beds. In our ideal model we usually have ten beds.

      Dwight: So the building stayed the same?

      Chiang: We expanded slightly to create two private suites (studio bedroom with its own bathroom)
   d. Vote – Yes (7-0)

**B. Case No.: PZ-2018-08 (6920 Elm Rezoning – HC to R-3)**
**Applicant: Antonio Mendez, Dharmonylife LLC**
**Reason: Requesting Approval to Rezone Property from HC District to R-3 District**

1. **<u>Introduction of Application by Chair (Stock)</u>**
   Case No.: PZ-2018-08 (6920 Elm Rezoning – HC to R-3)
   Applicant: Antonio Mendez, Dharmonylife LLC
   Reason: Requesting Approval to Rezone Property from HC District to R-3 District
2. **<u>Open Public Hearing</u>**
   Gomez: Representing Mr. Mendez.
   Correction – After comments from the city, we are adjusting the number of townhomes from six to five.

   Stock: The land has been empty and it would be nice to have something in there.

   Stoke: The last comprehensive plan that was done about sixteen years ago showed this as being residential. So it is going back to what was in the Comprehensive plan to start with.

   Haydaripoor: clarification - The 350 Design Center is the responsibility of the property owner and not the cities responsibility to do the improvements in the right of way.

   Frazier: Couple of concerns to address: Parking – sounds like it will be a back out onto Elm St set up. Elm St can get fairly busy down through there. Has there been any alternatives of parking looked into? Also, this lot sits on a hill, and they buildings will be high. Will there be any type of retaining walls or is it going to be graded down to street level?

   Gomez: We asked for traffic studies and received no calls back. There has been minimal talk of how to do the grading work. With all the rain, we have not been able to do a study of the property. The plan is to build on the hill as the house currently sits.

   Emerson: The back of the house should be facing the other houses and that should create some privacy.

Bettis: On the West property line, there is no indication of any fencing. Is there a fence running along the North and South property lines in the back? Will there be a fence on the west side too?

Gomez: there will be a fence there to connect all those running between the houses.

Frazier: Are there plans to have patios on the back of each house:

Gomez: Currently, the plan is to just have green space.

3. **Explain Procedure for a Public Hearing and swear-in speakers**
   Antonio Mendez sworn in

4. **Enter Additional Relevant City Exhibits into the Record:**
   a. Staff report
   b. Current City Zoning Map
   c. Proposed Zoning Map
   d. Staff Review Letter & Applicant Responses
   e. Publication of Notice of Public Hearing in Daily Record Newspaper
   f. City of Raytown Zoning Ordinance, as amended
   g. City of Raytown Comprehensive Plan

4. **Explanation of any exparte' communication from Commission members regarding the application**

   Wilson:

5. **Introduction of Application by Staff**
   Antonio Mendez requesting the lot at 6920 Elm be rezoned from HC to R-3 to allow for a six unit townhome development, which would not be acceptable land use for Highway Commercial Zoning district. It should also be noted that this property is in the Highway 350 design corridor, which means it will have follow additional regulations that are intended to encourage high quality architecture, site planning, landscaping, signage, infrastructure planning and traffic flow.

6. **Request for Public Comment**
   Munger: How are you going to upkeep this property? When the house currently there caught fire, it started her house on fire. It never gets mowed. There is always debris around the house which gets blown around the neighborhood. How long is it going to take to get the construction complete? Her privacy as there will be five potential families moving in.

   Gomez: It will take between six and eight months. Currently there is a chain link fence between the properties that provides no privacy. We are proposing to have a wooden privacy fence put up. If it is used as a rental, there will be rules and regulations that will need to be followed and that will provide a certain level of control over the property. If it is not used as a rental, it will be sold.

   Munger: There have been people coming in and out of the house. It is a safety hazard. She has called the police as suggested. Is there going to be some kind of construction fence to keep these people out?

   Gomez: The house will be demolished. The construction crew will have their own safety procedures to put in place.

   Meyers: It may be awhile before the house is demolished, but the contractor will keep the area as safe as possible. With the new construction, the parking has to be taken into account.
   Jones: This is in her backyard and she is concerned about privacy after it's all built.

   Stock: If they put up a privacy fence, will that help at all?

Jones: Maybe.

7. **Additional Staff Comments and Recommendation**
   Haydaripoor: We have not heard if they agree with the staff recommendations.

   Gomez: We agree with the staff recommendations.

8. **Board Discussion**
   Haydaripoor: Parking, we have a couple of recommendations: #5 and #6 - public works has come concern and we have requested a revision of the plans.

   Hanson: Plans are still preliminary. There has been no Engineering. They were told up front both streets need to be curbed, guttered and add a sidewalk. They show that, but it has not been physically laid out with slopes or elevations. We have notified them that the storm drainage plan needs to be done, collect and manage the run off, sanitary mains sewer extension will need to be done. The only sanitary sewer is along the road and to the north. We specify that each unit needs to be connected to the sewer individually, so we foresee a newer main extension up the back yards. We are not sold on the parking yet. We are still going to work with them of the parking lot and configuration.

   Stock: This is in the staff recommendations.

   Wilerth: Will you agree to meet the 14 conditions from the staff?

   Mendez: Yes

   Frazier: Mr. Hanson will you be requiring the easement on the back sidethat would only be on their property?

   Hanson: Yes

   Dwight: The concrete on the north side on the drawing

9. **Close Public Hearing**
   Stock closed.

11. **Board Decision to Approve, Conditionally Approve or Deny the Application**
    a. Motion – Meyers approved with the 14 recommendations
    b. Second - Emerson
    c. Additional Board Discussion
    d. Vote – Yes (7-0)

## C. Case No.: PZ-2018-09 (Somerset Village Site Plan)
## Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
## Reason: Site Plan Approval for Somerset Village Apartments

1. **Introduction of Application by Chair (Stokes)**
   Case No.: PZ-2018-09 (Somerset Village Site Plan)
   Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
   Reason: Site Plan Approval for Somerset Village Apartments

2. **Open Public Hearing**

3. **Explain Procedure for a Public Hearing and swear-in speakers**

4. **Enter Additional Relevant City Exhibits into the Record:**

   h. Staff report

   i. Current City Zoning Map

   j. Proposed Zoning Map

   k. Staff Review Letter & Applicant Responses

   l. Publication of Notice of Public Hearing in Daily Record Newspaper

   m. City of Raytown Zoning Ordinance, as amended

   n. City of Raytown Comprehensive Plan

   p. Amendment to the staff recommendations

5. **Explanation of any exparte' communication from Commission members regarding the application**

   Meyers: Yes, but it would not impact his decision.

6. **Introduction of Application by Staff**

   Haydaripoor: Curtis Peterson is requesting approval of a Site Plan in order to replace a building that burnt down. The proposed replacement building also contains 11 units built in 1965.

7. **Request for Public Comment**

   Peterson: Somerset has 13 buildings with 156 units. They lost one building in 2016 to fire.

   Peterson: Two items that we want to put before you and ask for recommendations from the board, one is the preliminary site plan and two would be approval of a final plat. Proposal as a preliminary plan: First expand 60th Street by two feet and moving the curb so that it becomes 26 feet is the standard for the fire department. Second, Plans to vacate the right of way from the north curb line and then everything north of there would be private. Put in 51 new 90 degree parking stalls and there will no longer be parallel spaces and this doubles the amount of parking stalls along 60th Street. The water meters will be relocated to the north. Will also provide a utility easement on the plat. Add parking shown in dark gray on the west side. There will be a total of 66 new parking spaces with this development. Reinforce a drive for the fire department. Adding impervious surface to deal with storm water .

   Three aspects of the Staff Report: Central Business District Site Design, the CBD Building Design Standards and a couple of elements in the R-3 regulations. CBD Site Design Standards – 4 items spoken to: 1) Location of the parking facilities 2) the parking lot landscaping 3) the parking facility lighting (2 poles) and 4) pedestrian scale lighting. CBD Building Design Standards – There are 11 units and one laundry unit in the three story building. Three elements that they are asking for support of are: 1) Building articulation and setbacks. 2) Flat roof compared to a pitched roof. 3) Materials – Brick veneer, textured siding and iron for railings on the balconies. Relevant R-3 regulations – tension of parking and open green space. Increased parking by 39% and reduced open space by 9%.

9. **Additional Staff Comments and Recommendation**

   No additional comments.

9. **Board Discussion**

   Meyers: In reviewing the compromise that has been accomplished and working through areas of concern where a lot of it hinged on safety (parking and fire). Very satisfied with the additional

parking that will alleviate the safety concern. The visual of the a/c unit on the roof was taken care of.

Dwight: White streak on the drawing, is it the sidewalk or curb?

Peterson: Yes, it represents the new roll curb.

Dwight: The only new sidewalks are centered around the new building?

Peterson: Yes.

Willerth: Did you get a chance to review the Staffs Revised Recommendation Report with the ten conditions?

Peterson: The applicant is supportive of all ten recommendations.

Dwight: Green space in the new area.

Peterson: This is a green Buffer with tree, shrubs and a bench.

**10. <u>Close Public Hearing</u>**

Closed.

11. **<u>Board Decision to Approve, Conditionally Approve or Deny the Application</u>**
    a. Motion – Frazier with staff recommendations to approve
    b. Second - Emerson
    c. Additional Board Discussion - none
    d. Vote – Yes (7-0)

**D. Case No.: PZ-2018-10 (Somerset Village Plat)**
**Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)**
**Reason: Plat Approval for Somerset Village Apartments**

1. **<u>Introduction of Application by Chair (Stokes)</u>**
   Case No.: PZ-2018-10 (Somerset Village Plat)
   Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
   Reason: Plat Approval for Somerset Village Apartments
2. **<u>Open Public Hearing</u>**
3. **<u>Explain Procedure for a Public Hearing and swear-in speakers</u>**
4. **<u>Enter Additional Relevant City Exhibits into the Record:</u>**
   o. Staff report
   p. Current City Zoning Map
   q. Proposed Zoning Map
   r. Staff Review Letter & Applicant Responses
   s. Publication of Notice of Public Hearing in Daily Record Newspaper
   t. City of Raytown Zoning Ordinance, as amended
   u. City of Raytown Comprehensive Plan
   v. Amended Staff Report

5. **Explanation of any exparte' communication from Commission members regarding the application**

   None

6. **Introduction of Application by Staff**

   Haydaripoor: Applicant requesting approval of a final plat in order to replace the building that burnt down. There are 19 lots though out the property. Staff was informed by Jackson County GIL that the only data they had before 1999 is notes in the system and the tax parcel does not have any notes. In researching the deeds, every time the property transfer hands, the legal description says lot 1 through 19. We have suggested that the applicant submit a final plat and go through the process and convert the three lots to one lot.

7. **Request for Public Comment**

   Peterson: The applicant supports all four recommendations in the Amended Staff Report.

8. **Additional Staff Comments and Recommendation**

   None

9. **Board Discussion**

   None

10. **Close Public Hearing**

11. **Board Decision to Approve, Conditionally Approve or Deny the Application**
    a. Motion – Meyers approves with the four recommendations.
    b. Second - Frazier
    c. Additional Board Discussion - none
    d. Vote – Yes (7-0)

## 6. Other Business- None

## 8. Set Future Meeting Date - Thursday, November 1, 2018 at 7:00 PM

## 9. Adjourn

# CITY OF RAYTOWN
# Request for Board Action

**Date: November 7, 2018** **Bill No. 6485-18**
**To: Mayor and Board of Aldermen** **Section No.: XIII**
**From: Ray Haydaripoor, Director of Community Development**

**Department Head Approval: _____**

**Finance Director Approval: _____**

**City Administrator Approval: _____**

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**Action Requested:** Requesting consideration and approval of a final plat for Somerset Village, Second Plat.

**Recommendation:** The Planning & Zoning Commission voted (7-0) to recommend approval of the final plat subject to four (4) conditions.

**Analysis:** Curtis Petersen, on behalf of KM-TEH Realty owners of the property located at 9811/9813 E 60th Street is requesting approval of a final plat in order to replace the building that burnt down. Wilson View, known as Somerset Village, has been at this location for approximately 60 years. There are 19 lots throughout the property with multiple buildings over lapping the lot lines. Staff where informed by Jackson County GIS personnel that the only data they have before 1999 is notes in the system and three tax parcels do not have any notes. Additionally, in researching the deeds, every time the property transferred hands the legal description is simply lot 1-19, which is the development.

Somerset Village is a complex of 13 buildings that have 156 dwelling units. The complex is located on East 60th Street just west of Raytown Road. The building that was destroyed is located 9811 E. 60th Street and was destroyed by fire in February 2016. The City does not have building permit information available, but sewer connection records indicate it was built in 1965 along with two other buildings on the cul-de-sac. The rest of the complex was built in the mid-seventies.

**Alternatives:** Alternatives to the recommendation of the Planning & Zoning Commission would be to either deny the request or refer the plat back to the Planning & Zoning Commission for revisions and/or further review.

**Budgetary Impact:** This application does not require the city to provide any funding.

☒ Not Applicable

**Additional Reports Attached:**

- Staff Report from October 4, 2018 Planning & Zoning Commission meeting
- Minutes from October 4, 2018 Planning & Zoning Commission meeting

**BILL NO. 6485-18** **ORDINANCE NO. _____** **SECTION NO. XIII**

**AN ORDINANCE APPROVING THE FINAL PLAT, WILSON VIEW, A SUBDIVISION OF THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI**

**WHEREAS**, Application PZ-2018-10, submitted by Curtis Petersen, on behalf of KM-TEH Realty owners of the property located at 9811/9813 E 60th Street is requesting approval of Final Plat, Wilson View, a subdivision of the City of Raytown, Jackson County, Missouri, was referred to the Planning Commission; and

**WHEREAS**, the Planning & Zoning Commission considered the application on October 4, 2018, and by a vote of 7 in favor and 0 against rendered a report to the Board of Aldermen recommending that the final plat be approved; and

**WHEREAS**, the Board of Aldermen having considered the application on November 13, 2018 and November 20, 2018, finds and declares that the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raytown and rendered a decision to approve the final plat.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – APPROVAL OF PLAT.** That the Final Plat, Wilson View, a subdivision in the City of Raytown, Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein, is hereby to be approved.

**SECTION 2 – CONDITIONS OF APPROVAL.** That the Final Plat, Wilson View be approved subject to the following conditions:

1. Per Sec. 38-5; Before any plats shall be recorded or be of any validity, it shall have been presented to the Planning & Zoning Commission and approved by the Board of Aldermen as having fulfilled the requirements of these regulations and all other applicable ordinances.
2. Per Sec. 38-7, (15) A certification that after approval of the final plat, but prior to signature by the City Clerk, the applicant will satisfy all outstanding city and county tax and special assessments on all property within the proposed subdivision.
3. Per Sec. 38-7, (g) Available options - Approval of the final plat by the City Planning & Zoning Commission shall, however, authorize the applicant to proceed with one of the following options:

   *Option No. 1, completion of improvements.*
   *Option No. 2, bonding improvements.*
   *Option No. 3, escrow agreement.*
   *Option No. 4, delay construction or bonding until after final approval.*
4. Per Sec. 38-10. Final Plat; Seven copies of the final subdivision plat of which four will be paper prints and three will be Mylar prints. All seven copies shall carry the original signatures of the owner or owners and acknowledgement by a notary public.

**SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form

_____
Joe Willerth, City Attorney

# Staff Report

Community Development
Planning and Development Services

## PZ 2018-09

To: City of Raytown Planning and Zoning Commission

From: Ray Haydaripoor, Community Development Director

Date: October 4, 2018

Re: Application for Site Plan

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## PLAT APPLICATION SUMMARY

Applicant: Curtis Peterson, Polsinelli

Project Contact: Somerset Village Apt.

Property Location: 9800 E 60th St

Request: For approval of a Site Plan

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## SITE DATA

WILSON VIEW---LOTS 8-19 & TH PT NE 1/4 NE 1/4 SEC 05-48-32 DAF: BEG MOST SW COR LOT 12 WILSON VIEW TH W 50' TO ELY RR ROW LI TH NLY ALG SD ELY RR LI 244' TH E 50' TO W LI WILSON VIEW TH SLY ALG W LI LOTS 11 & 12 SD WILSON VIEW TO POB (BEING PT OF FORMER RR ROW)

| Land Use Data | |
|---|---|
| Surrounding Zoning | R-3 |
| Surrounding Overlay | Central Business District |
| Surrounding Land Use | Residential |
| Designated Future Land Use | Multi - Family Residential |
| Ward(s) | Ward 1 |
| Approximate Land Area | 3.5 acres |

**ZONING AND CURRENT USES OF NEARBY PROPERTY**

The following provides an overview of the zoning and existing land uses on properties surrounding the subject area:

| | ZONING | EXISTING LAND USES |
|---|---|---|
| South: | NC | Neighborhood Commercial |
| North: | R-3 | Single family homes |
| East: | NC | Neighborhood Commercial |
| West: | N | Conservation |

## Background Information:

Curtis Peterson, on behalf of KM-TEH Realty owners of the property located at 9611/13 E 60th Street is requesting approval of site plan in order to replace the building that burnt down. The building that was destroyed contained 11 dwelling units and proposed replacement building also contains 11 dwelling units. Somerset Village is a complex of 13 buildings that have 156 dwelling units. The complex is located on East 60th Street just west of Raytown Road. The building that was destroyed is located 9811 E. 60th Street and was destroyed by fire in February 2016. The City does not have building permit information available, but sewer connection records indicate it was built in 1965 along with two other buildings on the cul-de-sac. The rest of the complex was built in the mid-seventies.

Exhibit 1

The owner of Somerset Village is requesting site plan approval to reconstruct the building that burned down. The building that was destroyed contained 11 dwelling units and the proposed replacement building also contains 11 dwelling units. Somerset Village is a complex of 13 buildings located on E 60th Street just west of Raytown Road. (Exhibit 1) The building at 9811 E. 60th Street (Exhibit 2) was destroyed in a fire in February 2016.

Exhibit 2

The City does not have records available that specify when the building was built, but sewer connection records indicate it was built in 1965 along with two other buildings at the end of the cul-de-sac (Exhibit 3).

Exhibit 3

The rest of the complex was probably built in the early to mid-seventies. (Exhibit 4)

Exhibit 4

The building that was destroyed by fire was built at a time when the zoning regulations were different than they are now and therefore it was a nonconforming structure when it was destroyed. Sec. 50-454 (a) states that any structure destroyed by 50% or more or its appraised value shall comply with the current zoning regulations.

In 2003 the City adopted the Central Business Design Elements which is an overlay zone and the new building is subject to its regulations. Under this overlay zone the applicant is required to submit a preliminary site plan for a recommendation of approval, conditional approval, or denial from the Planning Commission and the Board of Alderman may approve, conditionally approve or deny the preliminary site plan. If the Board of Alderman approves the preliminary site plan, it shall adopt an ordinance to that affect and a final site plan shall be submitted to the Planning Commission for approval.

The proposed building does not meet all the Central Business District Design Elements and the applicant is requesting alternatives be approved as part of the preliminary site plan. These items will be set out in detail later on in this Staff Report.

## CENTRAL BUSINESS (CBD) DESIGN ELEMENTS

The purpose and intent of the CBD Design Elements taken from the Zoning Ordinance are as follows:

Design goals. The purpose of the CBD Design Elements is to enhance and create a traditional downtown core that forms a commercial and cultural center for the city by emphasizing appropriate and complimentary architectural, landscape and site design standards for new and redeveloped properties that:

(1) Focus on building and landscaping.
   a. Buildings and vegetation should be the predominant elements of the downtown area.
   b. Signage and parking facilities should be less prominent.
(2) Promote pedestrian activity and walkability throughout the Central Business District while also providing pedestrian connections with surrounding neighborhoods.
(3) Create appropriate building scale and proportion throughout the Central Business District.
(4) Create a unique identity as development and redevelopment occur within the Central Business District incorporating visually prominent and attractive features through building design and site design that individually and cumulatively create an appealing and attractive area.
(5) Allow easy access to and from the area via multiple modes of transportation such as pedestrian, bicycle, public transportation and personal vehicle.

Also:

New development. All of the provisions of the CBD Design Elements shall be applicable to the construction of a new building or structure on a vacant site. The CBD Design Elements are set out in two sections as follows: Sec.50-399 Residential Site Design Standards and Sec. 50-400 Residential Building Design Standards. The Staff Report will address each of these standards and will note when the standards are not met and when an alternative will need to be approved.

Residential Site Design Standards

It should be pointed out that this building is one of a complex of 13 buildings and the design of the replacement building mirrors those of the existing buildings and attempts to reflect that design while trying to meet some of the CBD Design Elements. The following are design elements for residential development and redevelopment.

(1) Front yard treatment.
   a. Intent: To provide a feeling of separation between buildings and the public pedestrian realm so that front yards function as usable outdoor spaces.
   b. Standards:
      1. Required:
         (i) In new development and redevelopment front yards, including two side property lines and the street lines, shall include at least two of the following transitional elements. Any transitional element over two feet high must be 80 percent transparent.
            A. Steps;
            B. Low fences, no more than three feet high;
            C. Trellises;
            D. Site furnishings;
            E. Low hedges, no more than three feet high;
            F. Landscaped borders; and/or
            G. Low walls, no more than two feet high, of decorative concrete, masonry or other similar material.

(ii) Front yards shall include at least one of the following entrance elements between the sidewalk and the building:
   A. Gateways;
   B. Archways;
   C. Canopy;
   D. Arbor or trellis;
   E. Variety of paving materials; or
   F. Pedestrian lighting;

(iii) Fencing shall be constructed of durable, weather-resistant and vandal resistant materials.

**<u>Staff Comments:</u> The proposed design meets the required standards.**

(2) Entries facing the street.
   a. Intent: To provide a clearly defined, welcoming, and safe entry for pedestrians to multifamily dwellings, from the sidewalk into the building.
   b. Standards:
      1. Required:
         (i) Architectural elements shall be used to provide a clearly identifiable and defensible entry visible from the street.
         (ii) Developments shall include at least two of the following architectural elements:
            A. Recesses;
            B. Balconies;
            C. Articulated roof forms;
            D. Front porches with a depth of at least eight feet;
            E. Arches; and/or
            F. Glass at sides and/or above entry doors.
         (iii) Developments shall include at least one of the following site furnishings:
            A. Trellis;
            B. Awning
            C. Canopy; or
            D. Bench with a back
         (iv) Pedestrian scale lighting and/or lighted bollards shall be provided.
         (v) Primary building entries shall face the street. If the doorway does not face the street, a clearly marked and well-maintained path shall connect the entry to the sidewalk.

**<u>Staff Comments:</u> The proposed building meets the required standards.**

(3) Private outdoor space.
   a. Intent: To provide private outdoor spaces that encourages a sense of ownership by residents.
   b. Standards:
      1. Required: Apply defensible space and clear entryway principles for multi-family dwellings.

Defensible entry is an industry-specific term that addresses the ability of a person to anticipate a path of travel, its obstruction, and points of vulnerability before moving through the space.
Staff Comments: The proposed building meets the required standard.

(4) Site landscape areas.

a. Intent: To reinforce the character of the downtown area and the surrounding natural environment through site landscaping.
b. Standards:
    1. Required:
        (i) All areas not devoted to landscape required by these CBD Design Elements, this chapter, parking regulations, structures or other site improvements shall be planted, or remain in existing native, non-invasive vegetation including drought-tolerant grass.
        (ii) A minimum 20 percent of plant varieties shall provide year-round color, texture and/or other special interest.

**<u>Staff Comments:</u> A landscape plan sheet was submitted with the rest of the plan therefore the proposed design project has met this standard.**

(5) Location of parking facilities.
a. Intent: To maintain a contiguous, active pedestrian street front along streets by locating parking facilities behind buildings.
b. Standards:
    1. Required:
        (i) Garages and covered parking structures shall be constructed of similar materials and have similar architectural character as the principle building(s) on the property.
        (ii) New development and redevelopment. Parking facilities shall be located behind buildings. The board of alderman as part of the preliminary site plan may approve an alternative to this design standard.
        (iii) Where an alternative to this design standard is approved and parking facilities are allowed to remain in front of or beside buildings, parking facilities shall provide a ten-foot wide planting areas between the parking lot and street right-of-way to include:
            A. A year-round sight barrier;
            B. Evergreen shrubs;
            C. Evergreen ground cover; and
            D. Shrub material maintained at a maximum height of three feet for visibility.
        (iv) All parking facilities (new development and redevelopment) shall comply with the parking lot standards set forth in this chapter including, but not limited to interior landscape areas, wheel stops, plant material requirements, and number of stalls.
        (v) The board of aldermen by ordinance must approve any gated parking facilities or gated portions as part of a preliminary site plan.

**<u>Staff Comments:</u> The applicant has made considerable effort to increase parking spaces from what currently exists. Even though this is an improvement, but the proposed design, does not meet the requirement as stated in item (iii) above.**

(6) Location of driveways.
a. Intent: To maintain a contiguous, uninterrupted sidewalk by minimizing, consolidating and/or eliminating driveway access off primary pedestrian streets.
b. Standards:
    1. Required:
        (i) All vehicular driveways shall be located off side streets and alleys unless:

A. The only means of access to the site is from a primary pedestrian street;
B. The development is located at the corner of two primary pedestrian streets;
C. The driveway is consolidated (shared) between adjacent developments; or
D. The property cannot otherwise be accessed from a side street, alley or shared drive.

(ii) Where a driveway is allowed on primary pedestrian streets, driveway entrances shall:
A. Include an identifying feature, such as a trellis, monument, low wall/column or special landscape treatment; and
B. Sidewalk-paving materials/treatment shall be extended across the driveway entrance.

(iii) Adjacent developments shall consolidate (share) vehicular driveways where feasible regardless of the type of street on which the driveway is located.

(iv) Apply defensible space and clear entryway principles for pedestrian access from driveways and parking areas to the development.

(v) If used for identifying features in subsection (6)b.1(ii)A of this section, the combination of walls and shrubs/ground cover shall not exceed a maximum height of four feet, unless all of the following are provided:
A. Wall/landscape treatment does not create a safety hazard;
B. Any portion of a wall/landscape treatment that is above four feet in height is a minimum 75 percent transparent (i.e., see-through metal railing, trellis, or other similar treatment); and
C. Any portion of a wall/landscape treatment that is above four feet in height provides added visual interest, detail and character.

**<u>Staff Comments:</u> The applicant is proposing reconstruction of existing driveway on the west side of the building. When the project is completely built, the temporary fencing will be removed and the driveway on the west side of the building will be reopened.**

(7) Parking lot landscape.
a. Intent: To reduce the visual impact of parking lots through landscape areas, trellises and/or other architectural features.
b. Standards:
1. Required:

(i) Parking lot landscape shall be used to reinforce pedestrian and vehicular circulation such as:
A. Parking lot entrances:
B. Ends of driving aisles; and
C. To define pedestrian connections through parking lots.

(ii) Low walls (minimum three-feet high) used to screen parking lots shall be made of decorative concrete, masonry or other similar material. Where walls and/or fences are provided, landscape-planting areas may be reduced to a minimum five feet and shall be located adjacent to the public right-of-way.

(iii) The combination of walls, fences and shrubs/ground cover shall not exceed a maximum height of four feet, unless all of the following are provided:
A. Wall/fence/landscape treatment does not create a safety hazard;
B. Portion of wall/fence/landscape treatment that is above four feet in height is a minimum 75 percent transparent (i.e., see-through metal railing, trellis, or other similar treatment); and

C. Portion of wall/fence/landscape treatment that is above four feet in height provides added visual interest, detail and character suitable to the nature of the downtown area.

(iv) For any wall or fence above six feet total height, the entire wall/fence façade shall comply with the building design standards set forth in the CBD Design Elements for ground level details, materials, color, etc.

(v) A minimum five-foot wide landscape planting area shall be provided between parking lots and adjacent developments to include a year-round sight barrier and meeting the requirements for parking lot landscape proved in this chapter.

**<u>Staff Comments:</u> A new parking area is being proposed, the submitted landscape plan either does not have adequate information or does not meet the CBD Design Element Standards. Area of concerns are items (ii), (iii), (iv), (v).**

(8) Parking facility lighting.

a. Intent: To provide way-finding lighting to define pedestrian areas and promote public safety.

b. Standards:

1. Required:

(i) Lighting located within parking facilities shall be between 15 and 20 feet in height except where the lighting is intended to be used for pedestrian purposes as indicated in subsection (8) b.2(i) of this section.

(ii) In addition to parking facility lighting, pedestrian scale lighting shall be a maximum 14 feet in height.

(iii) Pedestrian scale lighting and/or bollard lighting shall be used to further define pedestrian walkways, crosswalks, connections to public right-of-way and/or other pedestrian areas within or besides parking facilities.

(iv) All lighting (parking lot and pedestrian scale) shall be shielded from the sky and adjacent properties and structures, either through exterior shields or through optics within the fixture. No light projection should extend higher than horizontal from the light fixture.

(v) All lighting (parking facility and pedestrian scale) shall reinforce the character of the downtown area and should complement other light fixtures through color, style and/or other architectural features of adjacent developments.

**<u>Staff Comments:</u> A new parking area is being proposed with new parking layout, but the plan lacks the necessary information, or the proposed design does not meet the requirements of Central Business District Design Elements.**

(9) Courtyards, plazas and open space.

a. Intent: To reinforce the pedestrian nature of the downtown area by creating usable open space for pedestrians.

b. Standard:

1. Required:

(i) Where provided, pedestrian spaces shall be visible and accessible to the public.

(ii) Plazas, courtyards, green spaces and other pedestrian areas shall include landscaping and pedestrian scale lighting.

**<u>Staff Comments:</u> Open space as defined by the zoning ordinance means the lot area unoccupied by buildings, parking areas and driveways which is either landscaped or developed for recreational use**

**by the occupants of the premises. The required open space is 116,201 square feet and the complex provides 61,777 square feet. The proposed design does not meet the required standard.**

Pedestrian connections.

a. Intent: To create a network of linkages for pedestrians, including locating building entrances in closer proximity to sidewalks than in other areas of the city.
b. Standards:
    1. Required:
        (i) Clearly defined pedestrian connections shall be provided;
        (ii) Between a public right-of-way and building entrances when buildings are not located directly adjacent to the sidewalk; and
        (iii) Between parking lots and building entrances;
        (iv) Pedestrian connections shall be separated from vehicular traffic in a combination of two or more of the following ways:
            A. A six inch vertical curb, except where walkways cross vehicular travel lanes where sidewalk ramps are necessary;
            B. A trellis, railing, bollard, special paving, low seat well and/or other architectural features;
            C. A continuous landscape area that is a minimum six feet wide on at least one side of the walkway, except where walkways cross vehicular travel lanes; and/or
            D. Where a walkway abuts a driving aisle within a parking area, a minimum six-foot wide landscape area shall be provided between the walkway and the driving aisle.
        (v) Where walkways abut a public right-of-way, a minimum six-foot wide landscape area shall be provided between the walkway and the public right-of-way.
        (vi) Pedestrian connections shall be reinforced with pedestrian scale lighting (maximum 14-inch height), bollard lighting, accent lighting or a combination thereof to aid in pedestrian's way-finding.
        (vii) Pedestrian connections that cross driveways or other vehicular or bicycle access shall be marked by using continuous sidewalk material consisting of either brick, paver bricks, stone or concrete that is stamped and colored throughout.
        (viii) Pedestrian connections shall:
            A. Include clear sight lines to building entrances;
            B. Be not less than five feet wide;
            C. Connect to adjacent walkways; and
            D. Be of the same color, texture and treatment as adjacent walkways.
        (ix) Landscaping shall consist of drought-tolerant plantings such as evergreens, deciduous trees and shrubs, and decorative grasses. A minimum 20 percent of varieties shall provide year-round color, texture and/or other special interest. Shrubs shall be maintained at a maximum three-foot height for visibility.

**<u>Staff Comments:</u> The landscape plans do not show the minimum requirement such as items (iv) and (v). There are no sidewalks on 60th Street, so it probably is not practical to require a sidewalk on this property. It should be pointed out, however, with the high density of this project the applicant should construct sidewalks on both sides of 60th Street and around the cul-de-sac as a future improvement.**

Sec. 50-400. Residential Building Design Standards.

(a) Bulk of buildings.

(1) Intent: To reduce the apparent bulk of buildings by breaking them down into smaller components that is visually consistent with a pedestrian scale:

(2) Standards; required:

a. Walls facing streets shall be modulated with bays and recesses at least eight feet wide and no more than 25 feet wide and at least three feet deep.

b. Modulation shall extend to the roof, except at balconies. The purpose is not to create a regular rigid solution but rather to break up the mass in creative ways.

(b) Articulation and overall massing of buildings.

(1) Intent: To provide visual variety along the street.

(2) Standards:

a. Required:

1. Buildings shall include articulation along the facades facing and visible from public rights-of-way. Flat blank walls are discouraged.

2. Horizontal facades longer than 25 feet shall be articulated into smaller units, reminiscent of the residential scale of the neighborhood. At least two of the following methods shall be included:

(i) Distinctive roof forms;

(ii) Changes in materials;

(iii) Window patterns; and/or

(iv) Color differentiation

b. Encouraged: Additions or alterations to existing buildings with unique architectural interest should be made sensitively and in keeping with the buildings original architectural style.

**<u>Staff Comments:</u> The proposed building is similar to the buildings that were built in the seventies rather than the original buildings that were built in the mid-sixties. The sixties buildings were flat facades with no articulation. The proposed building with the balconies and a variety of materials provide more interest than the original building, but still does not meet the Design Standards and the applicant is requesting approval of a design alternative.**

(c) Upper level step backs.

(1) Intent: To enhance views of the surrounding area and to increase sunlight penetration to the public sidewalk.

(2) Standards:

a. Required: Multi-story buildings shall include step backs a minimum of four feet deep above the second level. Step backs shall be provided at every two floors minimum.

**<u>Staff Comments:</u> The proposed building plans does not show upper level step backs. Since this building is a part of a larger complex, providing upper level step backs would not be consistent with the rest of the complex and the applicant is requesting approval of a design alternative.**

(d) Addressing the corner.

**<u>Staff Comments:</u> This standard is not applicable since the building is not on a corner location.**

(e) Pitched roof forms.

(1) Intent: To maintain and enhance the image and character of the Raytown CBD and its residential neighborhoods.

(2) Standards:

a. Required:

1. All structures shall incorporate pitched roof forms having slopes between 4:12 and 12:12, except that structures located in the town square neighborhood, may have a flat roof that shall include extended parapets and projecting cornices to create a prominent edge, when viewed against the sky from an adjoining street, parking area, public open space, or pedestrian connection.
2. Rooftop mounted equipment, vents and flues (other than chimneys) shall be screened so that they are not visible from ground level on neighboring properties.
   (i) Rooftop mechanical equipment screens shall be required at a height that is as high or higher than the rooftop equipment being screened.
   (ii) Screening shall be provided in a manner that is architecturally integral to the overall appearance of the building.
   (iii) The use of parapet walls or specially designed rooftop penthouse enclosures is the preferred methods of screening for rooftop mechanical equipment.
   (iv) Partition screens are generally less desirable for screening purposes. However, when using partition screens, the use, design, and material of the screen should blend with the building architecture and create massing hierarchy that projects the same high quality appearance as the building façade.
   (v) The number of vents and flues shall be kept to a minimum and located in a manner to not be visible. On sloped roof structures, vents and flues shall be incorporated into architectural features or painted to blend with the roofing material.
   (vi) The board of aldermen as part of the preliminary site plan may approve an alternative to this design standard, provided that in addition to the other criteria for approval of an alternative, the board of aldermen must also determine that one of the following exception criteria is valid.
      A. A building is located at a higher elevation in relation to surrounding properties and it is demonstrated that rooftop equipment will not be visible.
      B. A building is located in the middle of an industrial park and rooftop equipment is not visible from arterial roadways, residential properties, nor will it have a negative impact upon any sensitive areas or scenic views or vistas.
      C. A building is sited in a manner where the location and setback of rooftop equipment from the building edge in relation to the elevation and visibility of surrounding properties is such that the equipment will not be visible from any distance and additional screening measures are not required.

**<u>Staff Comments:</u> The proposed building does not have a pitched roof as required but has a flat roof similar to the other buildings in the complex. The applicant will need to demonstrate that the roof mounted equipment, vents, etc. will not be visible from the street or other adjacent properties. A roof top plan has not been submitted that shows the location of HVAC units, vents, etc. along with the height of these items and how they will be screened. The applicant is requesting approval of the flat roof as a design alternative.**

(f) Materials/architectural details.

(1) Intent:
   a. To encourage creative expression through diversity of architectural style that enlivens the street.
   b. To ensure a standard of quality that will be easily maintained and cared for over time.

c. To encourage the use of materials appropriate to residential development and details that reduce the bulk of larger buildings.

(2) Standards:

a. Required:

1. Facades facing a street shall be constructed of durable and maintainable materials. Materials that have texture, pattern and lend themselves to quality detailing include:
   - (i) Brick;
   - (ii) Stone;
   - (iii) Stucco (Dryvit or EIFS);
   - (iv) Marble;
   - (v) Ceramic;
   - (vi) The board of aldermen as part of the preliminary site plan may approve an alternative to this design standard.
2. Architectural accents and projections on facades facing street and facades not facing a street may be constructed of durable and maintainable materials other than those listed in subsection (1) of this section such as:
   - (i) Wood;
   - (ii) Vinyl;
   - (iii) Masonite;

**<u>Staff Comments:</u> The proposed building has brick and wood on all four sides which is consistent with the other 10 buildings in the complex but does not meet the required standard and the applicant is requesting approval of a design alternative.**

(g) Ground level details (when ground floor is commercial).

**<u>Staff Comments:</u> This standard is not applicable to this project.**

(h) Concealing structured parking.

**<u>Staff Comments:</u> This standard is not applicable to this project.**

In addition to above design standards, the properties located in a High-Density Residential District.

Sec. 50-167- High Density Residential District (R-3). The purpose of this district is to provide quality apartment development in a higher density setting, while ensuring that livability, property values; open spaces, safety and the general welfare will be sustained.

(F) Lot Area per household. The minimum lot area shall be 2,500 square feet for each of the units in a triplex or fourplex dwelling building and 2,000 square feet for each apartment in an apartment building of five or more units.

**<u>Staff Comments:</u> The R-3 District requires 2,000 square feet of lot area per dwelling unit in apartment buildings that have more than five dwelling units. Including the proposed building, the complex would have 156 apartments and would require a site of 312,000 square feet. The existing complex has 211,180 square feet which is 100,726 square feet less than the requirement. The proposed design does not meet the required standard.**

(g) Size of dwelling. Every dwelling hereafter erected, constructed, reconstructed or altered in R-3 district shall have a minimum habitable floor area, excluding basements, open and screened porches and garages, of not less than 700 square feet for each multi-household dwelling unit.

**Staff Comments: The proposed design meets the required standards.**

## STAFF RECOMMENDATION

This is a difficult analysis because the proposed building is in a larger complex and is not a stand-alone structure. The purpose of the CBD Design Elements is to upgrade the quality of development over a period of time as redevelopment occurs. At the same time, in this situation, the applicant desires to have the building be similar in design to the other buildings in the complex.

The proposed building does not meet many of the standards contained in the Central Business District Design Elements; the proposed project provides additional parking spaces, which is an increase of 66 off-street parking (site plan page L1); the lot area per household is 69% (site plan page L1) of the ordinance requirement; the propose minimum open space is only 31% (site plan page L1) compared to the required 55%; the entire development needs significant maintenance (painting of trim, replacing landscaping that has been removed around the buildings, repairing light poles and cleaning up the debris throughout the property).

Open space and parking spaces are two of the requirements that the proposed design does not meet the Central Business District Design Elements. Unfortunately, the two requirements are intertwined in a manner that one will affect the other. In the spirit of compromise staff does not have any objection to the proposed design regarding open spaces and parking spaces.

The Planning Commission may recommend approval, approval with conditions or denial. If the Planning Commission recommends approval, staff recommends the following conditions be required:

1. The Parking facility lighting preliminary site plans does not have adequate information for staff to make any recommendations or the proposed design does not meet the requirements of this section of Central Business District Design Elements.
2. The proposed design showing the existing plaza area on the east side of the proposed building will be eliminated, this is a requirement for “Courtyards, Plazas and open space” in the complex and a design alternative be approved to a usable space for the tenants.
3. That a design alternative be approved for the “Bulk of buildings” standards so that the proposed building is similar in design to the 10 other buildings in the complex.
4. That the “upper level step backs” not be required because they would appear much different than the rest of the buildings in the complex and a design alternative be approved.
5. That the flat roof be approved as a design alternative subject to proposed screening of the roof mounted equipment, vents, etc. The applicant shall submit a roof plan showing the location of all equipment, vents, etc. for review by City Staff and a design alternative be approved.
6. Per Public Works requirements, Civil Plans, Grading Plan, Sheet 1 of 2 – The proposed storm line extension and the proposed rip-rap is not upon Somerset’s property but is on

the neighboring Jackson County Railroad right-of-way. These improvements must remain on Somerset Village Apt. property.

7. Per Public Works requirements, a storm drainage study will still need to be submitted for review by staff.

8. No building permit will be issued before the final engineered site plan submitted.

9. No Certificate of Occupancy will be issued until all requirements of this section have been met.

10. That the requirements of all the previous conditions be shown on revised drawings. The applicant shall submit five copies of the revised plans at full scale for review and approval by the Director of Community Development prior to the Final Site plan being submitted to the Planning Commission. Additional copies of the plans will be required for the Planning Commission.

# CITY OF RAYTOWN

# PLANNING & ZONING COMMISSION

# AGENDA

**October 4, 2018**
**7:00 pm**

**Raytown City Hall**
**Board of Aldermen Chambers**
**10000 East 59th Street**
**Raytown, Missouri 64133**

1. **Welcome by Chairperson**

2. **Call meeting to order and Roll Call**

| | | | | | |
|---|---|---|---|---|---|
| Wilson: | Absent | Emerson: | Present | Stock: | Present |
| Bettis: | Absent | Robinson: | Present | Cochran: | Present |
| Frazier: | Present | Dwight: | Present | Meyers: | Present |

3. **Approval of July 12, 2018 Meeting Minutes**
   a) Revisions - None
   b) Motion to approve - Emerson
   c) Second - Robinson
   d) Additional Board Discussion – Two new Members: Tina Cochran and David Frazier
   e) Vote – Approve (7-0)

4. **Old Business - None**

5. **New Business**
   A. **Case No.: PZ-2018-07 (Amendment to Planned Development – Blue Ridge Villas Lot 6)**
   **Applicant: Ivan Chiang, LIY Financial LLC**
   **Reason: Requesting Approval for Change of Use in R-3 District**
      1. **<u>Introduction of Application by Chair (Stock)</u>**
         Case No.: PZ-2018-07 (Amendment to Planned Development – Blue Ridge Villas Lot 6)
         Applicant: Ivan Chiang, LIY Financial LLC
         Reason: Requesting Approval for Change of Use in R-3 District
      2. **<u>Explanation of any exparte' communication from Commission members regarding the application</u>**
         N/A
      3. **<u>Enter Additional Relevant City Exhibits into the Record:</u>**
         a. Staff report
         b. Final Plat

c. Plat Application
d. Plat Checklist
e. Staff Review Letter & Applicant Responses
f. City of Raytown Zoning Regulations, as amended
g. City of Raytown Subdivision Regulations, as amended
h. City of Raytown Comprehensive Plan
i. Updated letter of Intent presented September 12, 2018

**4. <u>Introduction of Application by Staff</u>**

Mr. Haydaripoor introduces the case to the commission. The project amends the Plan Development located at 59th Street and Hunter Court. The applicants are asking to allow for ten bed facility on Lot 6.

**5. <u>Presentation of Application by Applicant</u>**

Want to change the use from 3 55+ Senior Townhomes into a ten bed Alzheimer Memory Care Facility for Senior 55+. Looking to allow Seniors to age in place, start in Independent Living, progress to Assisted Living and then, if needed, Memory Care Facility.

**6. <u>Additional Staff Comments and Recommendation</u>**

Willerth: Mr Chiang, you did get an opportunity to review the staff report dated October 4, 2018 and the one condition there for approval.

Chiang: yes, and talked with Mr. Haydaripoor. We did change ownership of the property to Fortune Homes.

Willerth: The staff recommendation is that the three diagonal parking spots that are difficult to back out of and the request is for 90 degree parking is on the west side of the building. Are you willing to go along or do you have an opinion?

Chiang: I am willing to go along because there is space for that, however we are making the loop a one way clockwise loop so when they come in it will be straight in. Also, we are designating the three spaces as employee parking

Haydaripoor: Correction on page 3 Item B there is a typo, instead of two parking spaces it should say three parking spaces.

**7. <u>Board Discussion</u>**

Stock: Green space is a concern

Chiang: to address this, the drainage area between lots 5 and 6 is being constructed as a green space area. We are putting a path around it so that the Seniors can walk to get exercise, as well as doing some planting of vegetables or flowers. Eliminated one townhouse, instead of doing nineteen, they are only doing eighteen, so that they can put in more parking and a patio area for the Alzheimer's Care.

Stock: Plenty of room for the fire trucks to get in.

Chiang: We did widen the street to 26 foot wide as per what the fire department wanted.

Emerson: This is an excellent project to take care of the Alzheimer's patients.

8. **<u>Board Decision to Approve, Conditionally Approve or Deny the Application</u>**
   a. Motion - Emerson
   b. Second - Meyers
   c. Additional Board Discussion
      Dwight: The update letter of intent, it went from eight to ten beds, what was the reason for this?

      Chiang: It tied back to adequate parking for caregivers and the ratio of parking to beds. In our ideal model we usually have ten beds.

      Dwight: So the building stayed the same?

      Chiang: We expanded slightly to create two private suites (studio bedroom with its own bathroom)
   d. Vote – Yes (7-0)

**B. Case No.: PZ-2018-08 (6920 Elm Rezoning – HC to R-3)**
**Applicant: Antonio Mendez, Dharmonylife LLC**
**Reason: Requesting Approval to Rezone Property from HC District to R-3 District**

1. **<u>Introduction of Application by Chair (Stock)</u>**
   Case No.: PZ-2018-08 (6920 Elm Rezoning – HC to R-3)
   Applicant: Antonio Mendez, Dharmonylife LLC
   Reason: Requesting Approval to Rezone Property from HC District to R-3 District
2. **<u>Open Public Hearing</u>**
   Gomez: Representing Mr. Mendez.
   Correction – After comments from the city, we are adjusting the number of townhomes from six to five.

   Stock: The land has been empty and it would be nice to have something in there.

   Stoke: The last comprehensive plan that was done about sixteen years ago showed this as being residential. So it is going back to what was in the Comprehensive plan to start with.

   Haydaripoor: clarification - The 350 Design Center is the responsibility of the property owner and not the cities responsibility to do the improvements in the right of way.

   Frazier: Couple of concerns to address: Parking – sounds like it will be a back out onto Elm St set up. Elm St can get fairly busy down through there. Has there been any alternatives of parking looked into? Also, this lot sits on a hill, and they buildings will be high. Will there be any type of retaining walls or is it going to be graded down to street level?

   Gomez: We asked for traffic studies and received no calls back. There has been minimal talk of how to do the grading work. With all the rain, we have not been able to do a study of the property. The plan is to build on the hill as the house currently sits.

   Emerson: The back of the house should be facing the other houses and that should create some privacy.

Bettis: On the West property line, there is no indication of any fencing. Is there a fence running along the North and South property lines in the back? Will there be a fence on the west side too?

Gomez: there will be a fence there to connect all those running between the houses.

Frazier: Are there plans to have patios on the back of each house:

Gomez: Currently, the plan is to just have green space.

3. **Explain Procedure for a Public Hearing and swear-in speakers**
   Antonio Mendez sworn in

4. **Enter Additional Relevant City Exhibits into the Record:**
   a. Staff report
   b. Current City Zoning Map
   c. Proposed Zoning Map
   d. Staff Review Letter & Applicant Responses
   e. Publication of Notice of Public Hearing in Daily Record Newspaper
   f. City of Raytown Zoning Ordinance, as amended
   g. City of Raytown Comprehensive Plan

4. **Explanation of any exparte' communication from Commission members regarding the application**

   Wilson:

5. **Introduction of Application by Staff**
   Antonio Mendez requesting the lot at 6920 Elm be rezoned from HC to R-3 to allow for a six unit townhome development, which would not be acceptable land use for Highway Commercial Zoning district. It should also be noted that this property is in the Highway 350 design corridor, which means it will have follow additional regulations that are intended to encourage high quality architecture, site planning, landscaping, signage, infrastructure planning and traffic flow.

6. **Request for Public Comment**
   Munger: How are you going to upkeep this property? When the house currently there caught fire, it started her house on fire. It never gets mowed. There is always debris around the house which gets blown around the neighborhood. How long is it going to take to get the construction complete? Her privacy as there will be five potential families moving in.

   Gomez: It will take between six and eight months. Currently there is a chain link fence between the properties that provides no privacy. We are proposing to have a wooden privacy fence put up. If it is used as a rental, there will be rules and regulations that will need to be followed and that will provide a certain level of control over the property. If it is not used as a rental, it will be sold.

   Munger: There have been people coming in and out of the house. It is a safety hazard. She has called the police as suggested. Is there going to be some kind of construction fence to keep these people out?

   Gomez: The house will be demolished. The construction crew will have their own safety procedures to put in place.

   Meyers: It may be awhile before the house is demolished, but the contractor will keep the area as safe as possible. With the new construction, the parking has to be taken into account.
   Jones: This is in her backyard and she is concerned about privacy after it's all built.

   Stock: If they put up a privacy fence, will that help at all?

Jones: Maybe.

7. **Additional Staff Comments and Recommendation**
   Haydaripoor: We have not heard if they agree with the staff recommendations.

   Gomez: We agree with the staff recommendations.

8. **Board Discussion**
   Haydaripoor: Parking, we have a couple of recommendations: #5 and #6 - public works has come concern and we have requested a revision of the plans.

   Hanson: Plans are still preliminary. There has been no Engineering. They were told up front both streets need to be curbed, guttered and add a sidewalk. They show that, but it has not been physically laid out with slopes or elevations. We have notified them that the storm drainage plan needs to be done, collect and manage the run off, sanitary mains sewer extension will need to be done. The only sanitary sewer is along the road and to the north. We specify that each unit needs to be connected to the sewer individually, so we foresee a newer main extension up the back yards. We are not sold on the parking yet. We are still going to work with them of the parking lot and configuration.

   Stock: This is in the staff recommendations.

   Wilerth: Will you agree to meet the 14 conditions from the staff?

   Mendez: Yes

   Frazier: Mr. Hanson will you be requiring the easement on the back sidethat would only be on their property?

   Hanson: Yes

   Dwight: The concrete on the north side on the drawing

9. **Close Public Hearing**
   Stock closed.

11. **Board Decision to Approve, Conditionally Approve or Deny the Application**
    a. Motion – Meyers approved with the 14 recommendations
    b. Second - Emerson
    c. Additional Board Discussion
    d. Vote – Yes (7-0)

## C. Case No.: PZ-2018-09 (Somerset Village Site Plan)
## Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
## Reason: Site Plan Approval for Somerset Village Apartments

1. **Introduction of Application by Chair (Stokes)**
   Case No.: PZ-2018-09 (Somerset Village Site Plan)
   Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
   Reason: Site Plan Approval for Somerset Village Apartments

2. **Open Public Hearing**

3. **Explain Procedure for a Public Hearing and swear-in speakers**

4. **Enter Additional Relevant City Exhibits into the Record:**

   h. Staff report

   i. Current City Zoning Map

   j. Proposed Zoning Map

   k. Staff Review Letter & Applicant Responses

   l. Publication of Notice of Public Hearing in Daily Record Newspaper

   m. City of Raytown Zoning Ordinance, as amended

   n. City of Raytown Comprehensive Plan

   p. Amendment to the staff recommendations

5. **Explanation of any exparte' communication from Commission members regarding the application**

   Meyers: Yes, but it would not impact his decision.

6. **Introduction of Application by Staff**

   Haydaripoor: Curtis Peterson is requesting approval of a Site Plan in order to replace a building that burnt down. The proposed replacement building also contains 11 units built in 1965.

7. **Request for Public Comment**

   Peterson: Somerset has 13 buildings with 156 units. They lost one building in 2016 to fire.

   Peterson: Two items that we want to put before you and ask for recommendations from the board, one is the preliminary site plan and two would be approval of a final plat. Proposal as a preliminary plan: First expand 60th Street by two feet and moving the curb so that it becomes 26 feet is the standard for the fire department. Second, Plans to vacate the right of way from the north curb line and then everything north of there would be private. Put in 51 new 90 degree parking stalls and there will no longer be parallel spaces and this doubles the amount of parking stalls along 60th Street. The water meters will be relocated to the north. Will also provide a utility easement on the plat. Add parking shown in dark gray on the west side. There will be a total of 66 new parking spaces with this development. Reinforce a drive for the fire department. Adding impervious surface to deal with storm water .

   Three aspects of the Staff Report: Central Business District Site Design, the CBD Building Design Standards and a couple of elements in the R-3 regulations. CBD Site Design Standards – 4 items spoken to: 1) Location of the parking facilities 2) the parking lot landscaping 3) the parking facility lighting (2 poles) and 4) pedestrian scale lighting. CBD Building Design Standards – There are 11 units and one laundry unit in the three story building. Three elements that they are asking for support of are: 1) Building articulation and setbacks. 2) Flat roof compared to a pitched roof. 3) Materials – Brick veneer, textured siding and iron for railings on the balconies. Relevant R-3 regulations – tension of parking and open green space. Increased parking by 39% and reduced open space by 9%.

9. **Additional Staff Comments and Recommendation**

   No additional comments.

9. **Board Discussion**

   Meyers: In reviewing the compromise that has been accomplished and working through areas of concern where a lot of it hinged on safety (parking and fire). Very satisfied with the additional

parking that will alleviate the safety concern. The visual of the a/c unit on the roof was taken care of.

Dwight: White streak on the drawing, is it the sidewalk or curb?

Peterson: Yes, it represents the new roll curb.

Dwight: The only new sidewalks are centered around the new building?

Peterson: Yes.

Willerth: Did you get a chance to review the Staffs Revised Recommendation Report with the ten conditions?

Peterson: The applicant is supportive of all ten recommendations.

Dwight: Green space in the new area.

Peterson: This is a green Buffer with tree, shrubs and a bench.

**10. <u>Close Public Hearing</u>**

Closed.

11. **<u>Board Decision to Approve, Conditionally Approve or Deny the Application</u>**
    a. Motion – Frazier with staff recommendations to approve
    b. Second - Emerson
    c. Additional Board Discussion - none
    d. Vote – Yes (7-0)

**D. Case No.: PZ-2018-10 (Somerset Village Plat)**
**Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)**
**Reason: Plat Approval for Somerset Village Apartments**

1. **<u>Introduction of Application by Chair (Stokes)</u>**
   Case No.: PZ-2018-10 (Somerset Village Plat)
   Applicant: Curtis Peterson, Polsinelli (On behalf of Michael Fein, KM THE Realty LLC)
   Reason: Plat Approval for Somerset Village Apartments
2. **<u>Open Public Hearing</u>**
3. **<u>Explain Procedure for a Public Hearing and swear-in speakers</u>**
4. **<u>Enter Additional Relevant City Exhibits into the Record:</u>**
   o. Staff report
   p. Current City Zoning Map
   q. Proposed Zoning Map
   r. Staff Review Letter & Applicant Responses
   s. Publication of Notice of Public Hearing in Daily Record Newspaper
   t. City of Raytown Zoning Ordinance, as amended
   u. City of Raytown Comprehensive Plan
   v. Amended Staff Report

5. **Explanation of any exparte' communication from Commission members regarding the application**

   None

6. **Introduction of Application by Staff**

   Haydaripoor: Applicant requesting approval of a final plat in order to replace the building that burnt down. There are 19 lots though out the property. Staff was informed by Jackson County GIL that the only data they had before 1999 is notes in the system and the tax parcel does not have any notes. In researching the deeds, every time the property transfer hands, the legal description says lot 1 through 19. We have suggested that the applicant submit a final plat and go through the process and convert the three lots to one lot.

7. **Request for Public Comment**

   Peterson: The applicant supports all four recommendations in the Amended Staff Report.

8. **Additional Staff Comments and Recommendation**

   None

9. **Board Discussion**

   None

10. **Close Public Hearing**

11. **Board Decision to Approve, Conditionally Approve or Deny the Application**
    a. Motion – Meyers approves with the four recommendations.
    b. Second - Frazier
    c. Additional Board Discussion - none
    d. Vote – Yes (7-0)

## 6. Other Business- None

## 8. Set Future Meeting Date - Thursday, November 1, 2018 at 7:00 PM

## 9. Adjourn

# CITY OF RAYTOWN
## Request for Board Action

**Date: November 15, 2018** **Bill No. 6487-18**
**To: Mayor and Board of Aldermen** **Section No. IV-A**
**From: Teresa Henry, City Clerk**

**Department Head Approval:** _____

**Finance Director Approval:** _____(only needed if fiscal impact)

**City Administrator Approval:** _____

---

**Action Requested:** An ordinance setting the compensation for the Board of Aldermen beginning in April 2019.

**Recommendation:** Recommended by the Elected Officials Compensation Board.

**Analysis:** The Elected Officials Compensation Review Board was established by the Board of Aldermen to review the compensation for elected officials and make recommendations for adjustment. An elected official's compensation must be set prior to a person taking office and compensation cannot change during the term of office, unless additional duties are added. Accordingly, any adjustment the Board of Aldermen deems appropriate must be made prior to the April 2, 2019 election.

The recommendation of the Review Board relative to the Board of Aldermen was to keep the monthly compensation at the current rate of $400.00 per month and to keep the monthly car allowance at the current rate of $50.00 per month.

**BILL NO. 6487-18** **ORDINANCE NO. _____** **SECTION NO. IV-A**

**AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF BOARD OF ALDERMAN FOR THE TERM BEGINNING APRIL 2019**

**WHEREAS**, compensation for the Office of Board of Alderman is set by ordinance; and

**WHEREAS**, compensation for the Board of Aldermen cannot change during the term of office, unless additional duties are added; and

**WHEREAS**, the Elected Officials Compensation Review Board recommended that the current monthly compensation of $400.00 and the current monthly auto allowance of $50.00 remain;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – COMPENSATION AND AUTO ALLOWANCE OF THE BOARD OF ALDERMEN.** That the current monthly compensation of $400.00 and the current monthly auto allowance of $50.00 will remain, effective April 19, 2019.

**SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 4 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved to as Form:

_____
Joe Willerth, City Attorney

# DRAFT

**MINUTES**
**ELECTED OFFICIALS COMPENSATION REVIEW BOARD**
**NOVEMBER 5, 2018**

Present: James Bradshaw
Ralph Monaco
Jo Riggs
Paul Whitney
Don Wilson

Ralph Monaco called the November 5, 2018 Elected Officials Compensation Review Board meeting to order at 5:31 p.m.

Teresa Henry, City Clerk, and Missy Wilson, Assistant City Administrator were also in attendance.

Mr. Monaco explained that the committee had been presented with written material regarding the compensation history of the elected positions within the City and comparative salary surveys. He stated that the Commission would be making compensation recommendations for 5 members of the Board of Aldermen, Mayor and City Collector.

Chairman Monaco asked for discussion on the Compensation of the Mayor.

James Bradshaw, seconded by Paul Whitney made a motion to keep the monthly compensation at $1,000.00 and monthly car allowance at $200.00. The motion was approved by those present.

Chairman Monaco asked for discussion on the Compensation of the City Collector.

It was explained that as a Fourth-Class City, we are required to have a City Collector or a City Marshal that could assume the duties of the City Collector.

Jo Riggs, seconded by James Bradshaw made a motion to keep the monthly compensation at $100.00. The motion was approved by those present.

Chairman Monaco asked for discussion on the compensation of the Aldermen.

James Bradshaw, seconded by Paul Whitney made a motion to reduce the Aldermen monthly salary to $200.00 per month and car allowance of $50.00 per month until the Board of Aldermen could find money to increase the police budget and pave the streets. The motion failed by a roll call vote of 2-3.

Aye: Bradshaw, Whitney
Nays: Riggs, Wilson, Monaco

Jo Riggs, seconded by Don Wilson made a motion to keep the total monthly compensation at $400 and the monthly car allowance at $50.00. The motion was approved by a roll call vote of 3-2.

Ayes: Riggs, Wilson, Monaco
Nays: Bradshaw, Whitney

James Bradshaw, seconded by Jo Riggs made a motion to adjourn the meeting. The meeting adjourned at 5:41 p.m.

**ELECTED OFFICIALS COMPENSATION REVIEW BOARD**
MEETING NOTICE
Monday, November 5, 2018
5:30 p.m.
Raytown City Hall – Administration Conference Room

Regular Agenda

1- Review and discuss the current compensation of elected officials (Mayor, Board of Alderman and City Collector) within the City and make recommendations to the Board of Aldermen for any changes to such compensation.

Adjourn

Posted: October 26, 2018
5:00 p.m.

**CITY CLERK'S OFFICE**
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133-3993
PHONE: 816-737-6004 - FAX: 816-737-6097
E-MAIL: THENRY@RAYTOWN.MO.US

**Date**: October 26, 2018

**To**: Election Officials Compensation Review Board

**From**: Teresa Henry, City Clerk

**Re**: Compensation Review – Meeting Scheduled 11/5/2018 – 5:30 p.m.

The Elected Officials Compensation Review Board was established on February 19, 2002 by the Board of Aldermen pursuant to adoption of Resolution 1285-02. The Board is comprised of five residents of the City appointed by the Mayor and meets every two years for the purpose of reviewing and making recommendations to the Board of Aldermen on the compensation paid to elected officials of the City.

All elected positions within the City serve a term of four (4) years. The positions within the City which are elected (and their next date of election) are as follows:

| | |
|---|---|
| Board of Aldermen (10 members) ½ elected | April 2019 |
| Mayor | April 2019 |
| City Collector | April 2019 |

As a reminder, there are some general rules regarding compensation for elected officials:

- An elected official's compensation must be set prior to a person taking office. Except as provided below, any change in compensation will not be effective until after the next election.
- An elected official's compensation cannot be increased during the term of office, with the follow exceptions:
    - An elected official who is assigned additional duties may receive additional compensation during the term of office as compensation for such additional duties; and
    - An elected official's salary may be automatically adjusted during the term of office, if the amount of that adjustment is set prior to the term of office.
        - Example: An ordinance providing that the salary for an elected official shall increase 2% each year, as a cost of living adjustment (COLA) or an ordinance providing that the salary for an elected official shall increase each year by a percentage equal to the average merit increase of all city employees.

**Compensation History of the Board of Aldermen**

Date of Last Adjustment: ½ the Board in April 2000
Remaining ½ the Board in April 2001 per Ordinance 4602-00

Current Rate of Compensation: $400.00 per month and $50.00 per month car allowance

History:

| | |
|---|---|
| 1986 | -$300 per month and car allowance of $15.00 per month |
| 2000/2001 | -$400 per month and car allowance of $50.00 per month |

The Board of Aldermen may also purchase health, dental and/or life insurance at cost through the City's group insurance plans.

# CITY OF RAYTOWN
## Request for Board Action

**Date: November 15, 2018** **Bill No. 6488-18**
**To: Mayor and Board of Aldermen** **Section No. IV-B**
**From: Teresa Henry, City Clerk**

**Department Head Approval:** _____

**Finance Director Approval:** _____(only needed if fiscal impact)

**City Administrator Approval:** _____

---

**Action Requested:** An ordinance setting the compensation for the City Collector beginning in April 2019.

**Recommendation:** Recommended by the Elected Officials Compensation Committee.

**Analysis:** The Elected Officials Compensation Committee was established by the Board of Aldermen to review the compensation for elected officials and make recommendations for adjustment. An elected official's compensation must be set prior to a person taking office and compensation cannot change during the term of office, unless additional duties are added. Accordingly, any adjustment the Board of Aldermen deems appropriate must be made prior to the April 2, 2019 election.

The recommendation of the Commission relative to the City Collector was to keep the monthly compensation at the current rate of $100.00 per month.

**BILL NO. 6488-18** **ORDINANCE NO. _____** **SECTION NO. IV-B**

**AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF CITY COLLECTOR FOR THE TERM BEGINNING APRIL 2019**

**WHEREAS**, compensation for the Office of City Collector is set by ordinance; and

**WHEREAS**, compensation for the City Collector cannot change during the term of office, unless additional duties are added; and

**WHEREAS**, the Elected Officials Compensation Committee recommended that the current monthly compensation of $100.00 remain;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – COMPENSATION OF THE CITY COLLECTOR.** That the compensation of the City Collector shall continue to be established at a rate of $100.00 per month effective April 19, 2019.

**SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 4 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved to as Form:

_____
Joe Willerth, City Attorney

# DRAFT

**MINUTES**
**ELECTED OFFICIALS COMPENSATION REVIEW BOARD**
**NOVEMBER 5, 2018**

Present: James Bradshaw
Ralph Monaco
Jo Riggs
Paul Whitney
Don Wilson

Ralph Monaco called the November 5, 2018 Elected Officials Compensation Review Board meeting to order at 5:31 p.m.

Teresa Henry, City Clerk, and Missy Wilson, Assistant City Administrator were also in attendance.

Mr. Monaco explained that the committee had been presented with written material regarding the compensation history of the elected positions within the City and comparative salary surveys. He stated that the Commission would be making compensation recommendations for 5 members of the Board of Aldermen, Mayor and City Collector.

Chairman Monaco asked for discussion on the Compensation of the Mayor.

James Bradshaw, seconded by Paul Whitney made a motion to keep the monthly compensation at $1,000.00 and monthly car allowance at $200.00. The motion was approved by those present.

Chairman Monaco asked for discussion on the Compensation of the City Collector.

It was explained that as a Fourth-Class City, we are required to have a City Collector or a City Marshal that could assume the duties of the City Collector.

Jo Riggs, seconded by James Bradshaw made a motion to keep the monthly compensation at $100.00. The motion was approved by those present.

Chairman Monaco asked for discussion on the compensation of the Aldermen.

James Bradshaw, seconded by Paul Whitney made a motion to reduce the Aldermen monthly salary to $200.00 per month and car allowance of $50.00 per month until the Board of Aldermen could find money to increase the police budget and pave the streets. The motion failed by a roll call vote of 2-3.

Aye: Bradshaw, Whitney
Nays: Riggs, Wilson, Monaco

Jo Riggs, seconded by Don Wilson made a motion to keep the total monthly compensation at $400 and the monthly car allowance at $50.00. The motion was approved by a roll call vote of 3-2.

Ayes: Riggs, Wilson, Monaco
Nays: Bradshaw, Whitney

James Bradshaw, seconded by Jo Riggs made a motion to adjourn the meeting. The meeting adjourned at 5:41 p.m.

**ELECTED OFFICIALS COMPENSATION REVIEW BOARD**
MEETING NOTICE
Monday, November 5, 2018
5:30 p.m.
Raytown City Hall – Administration Conference Room

Regular Agenda

1- Review and discuss the current compensation of elected officials (Mayor, Board of Alderman and City Collector) within the City and make recommendations to the Board of Aldermen for any changes to such compensation.

Adjourn

Posted: October 26, 2018
5:00 p.m.

**CITY CLERK'S OFFICE**
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133-3993
PHONE: 816-737-6004 - FAX: 816-737-6097
E-MAIL: THENRY@RAYTOWN.MO.US

**Date**: October 26, 2018

**To**: Election Officials Compensation Review Board

**From**: Teresa Henry, City Clerk

**Re**: Compensation Review – Meeting Scheduled 11/5/2018 – 5:30 p.m.

The Elected Officials Compensation Review Board was established on February 19, 2002 by the Board of Aldermen pursuant to adoption of Resolution 1285-02. The Board is comprised of five residents of the City appointed by the Mayor and meets every two years for the purpose of reviewing and making recommendations to the Board of Aldermen on the compensation paid to elected officials of the City.

All elected positions within the City serve a term of four (4) years. The positions within the City which are elected (and their next date of election) are as follows:

| | |
|---|---|
| Board of Aldermen (10 members) ½ elected | April 2019 |
| Mayor | April 2019 |
| City Collector | April 2019 |

As a reminder, there are some general rules regarding compensation for elected officials:

- An elected official's compensation must be set prior to a person taking office. Except as provided below, any change in compensation will not be effective until after the next election.
- An elected official's compensation cannot be increased during the term of office, with the follow exceptions:
    - An elected official who is assigned additional duties may receive additional compensation during the term of office as compensation for such additional duties; and
    - An elected official's salary may be automatically adjusted during the term of office, if the amount of that adjustment is set prior to the term of office.
        - Example: An ordinance providing that the salary for an elected official shall increase 2% each year, as a cost of living adjustment (COLA) or an ordinance providing that the salary for an elected official shall increase each year by a percentage equal to the average merit increase of all city employees.

**Compensation History of the City Collector**

Date of Last Adjustment: 1993

Current Rate of Compensation:: $100.00 per month

Salary History:

1992 - $28,142 per year
1991 - $27,060 per year
1993 - $1,200 per year

Duties: The City Collector is provided two reports generated by the Finance Department. One is a monthly revenue financial report. The other is an end of the year revenue collection report. The Collector can come in and ask questions on those reports, but usually just affixes a Board distribution memo and submits the reports to the Board. As way of courtesy to the position, if Finance has any significant changes in collection policies, we inform the Collector of those changes. The Collector also signs various city documents, such as occupational licenses, as a part of her duties.

The City Collector may also purchase health, dental and/or life insurance at cost through the City's group insurance plans.

No comparison with other cities is attached. The cities compared for other elected positions did not have an elected City Collector.

# CITY OF RAYTOWN
## Request for Board Action

**Date: November 15, 2018** **Bill No. 6489-18**
**To: Mayor and Board of Aldermen** **Section No. IV-A**
**From: Teresa Henry, City Clerk**

**Department Head Approval:** _____

**Finance Director Approval:** _____(only needed if fiscal impact)

**City Administrator Approval:** _____

---

**Action Requested:** An ordinance setting the compensation for the Office of Mayor beginning in April 2019.

**Recommendation:** Recommended by the Elected Officials Compensation Review Board.

**Analysis:** The Elected Officials Compensation Review Board was established by the Board of Aldermen to review the compensation for elected officials and make recommendations for adjustment. An elected official's compensation must be set prior to a person taking office and compensation cannot change during the term of office, unless additional duties are added. Accordingly, any adjustment the Board of Aldermen deems appropriate must be made prior to the April 2, 2019 election.

The recommendation of the Review Board relative to the Mayor was to keep the monthly compensation at the current rate of $1,000.00 per month and current monthly car allowance at $200.00 per month.

**BILL NO. 6489-18** **ORDINANCE NO. _____** **SECTION NO. IV-A**

**AN ORDINANCE ESTABLISHING THE COMPENSATION FOR THE OFFICE OF MAYOR FOR THE TERM BEGINNING APRIL 2019**

**WHEREAS**, compensation for the Office of Mayor is set by ordinance; and

**WHEREAS**, compensation for the Mayor cannot change during the term of office, unless additional duties are added; and

**WHEREAS**, the Elected Officials Compensation Committee recommended that the current monthly compensation of $1,000.00 and a $200.00 monthly auto allowance remain;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – COMPENSATION AND AUTO ALLOWANCE OF THE MAYOR.** That the current monthly compensation of $1,000.00 and the $200.00 monthly auto allowance remain effective April 19, 2019.

**SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 4 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved to as Form:

_____
Joe Willerth, City Attorney

# DRAFT

**MINUTES**
**ELECTED OFFICIALS COMPENSATION REVIEW BOARD**
**NOVEMBER 5, 2018**

Present: James Bradshaw
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Jo Riggs
Paul Whitney
Don Wilson

Ralph Monaco called the November 5, 2018 Elected Officials Compensation Review Board meeting to order at 5:31 p.m.

Teresa Henry, City Clerk, and Missy Wilson, Assistant City Administrator were also in attendance.

Mr. Monaco explained that the committee had been presented with written material regarding the compensation history of the elected positions within the City and comparative salary surveys. He stated that the Commission would be making compensation recommendations for 5 members of the Board of Aldermen, Mayor and City Collector.

Chairman Monaco asked for discussion on the Compensation of the Mayor.

James Bradshaw, seconded by Paul Whitney made a motion to keep the monthly compensation at $1,000.00 and monthly car allowance at $200.00. The motion was approved by those present.

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It was explained that as a Fourth-Class City, we are required to have a City Collector or a City Marshal that could assume the duties of the City Collector.

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Aye: Bradshaw, Whitney
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**ELECTED OFFICIALS COMPENSATION REVIEW BOARD**
MEETING NOTICE
Monday, November 5, 2018
5:30 p.m.
Raytown City Hall – Administration Conference Room

Regular Agenda

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Adjourn

Posted: October 26, 2018
5:00 p.m.

**CITY CLERK'S OFFICE**
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133-3993
PHONE: 816-737-6004 - FAX: 816-737-6097
E-MAIL: THENRY@RAYTOWN.MO.US

**Date**: October 26, 2018

**To**: Election Officials Compensation Review Board

**From**: Teresa Henry, City Clerk

**Re**: Compensation Review – Meeting Scheduled 11/5/2018 – 5:30 p.m.

The Elected Officials Compensation Review Board was established on February 19, 2002 by the Board of Aldermen pursuant to adoption of Resolution 1285-02. The Board is comprised of five residents of the City appointed by the Mayor and meets every two years for the purpose of reviewing and making recommendations to the Board of Aldermen on the compensation paid to elected officials of the City.

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| | |
|---|---|
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| Mayor | April 2019 |
| City Collector | April 2019 |

As a reminder, there are some general rules regarding compensation for elected officials:

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        - Example: An ordinance providing that the salary for an elected official shall increase 2% each year, as a cost of living adjustment (COLA) or an ordinance providing that the salary for an elected official shall increase each year by a percentage equal to the average merit increase of all city employees.

**Compensation History of the Mayor**

Date of Last Adjustment: April 2000 per Ordinance 4629-00

Current Rate of Compensation: $1,000.00 per month and $200.00 per month car allowance

History:

1986 - $800 per month and $200.00 per month car allowance
1988 - $1,000 per month and $200.00 per month car allowance
1990 - $1,166.77 per month
1994 - $600 per month and $200.00 per month car allowance
2000 - $1,000 per month and $200.00 per month car allowance

The Mayor may also purchase health, dental and/or life insurance at cost through the City's group insurance plans.

# CITY OF RAYTOWN
# Request for Board Action

**Date: November 15, 2018** **Amended Bill No. 6490-18**
**To: Mayor and Board of Aldermen** **Section No.: IV-C-1**
**From: Teresa Henry, City Clerk**

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**Action Requested:** Approval of amendments to Chapter 2.

A summary listing of the suggested amendments for consideration in Chapter 2, listed below by Article and Title for reference, are attached as Exhibit "A":

Article III – Officers and Employees;
Article IV – Departments;
Article VI – Meetings
Article VII – Public Records

**Analysis:** With the addition of the Assistant City Administrator (Chapter 2, Article III, Division 2B) to the Raytown Municipal Code, it became apparent that although the City went through a recodification process in 2013, there are still Chapters which are in need of updating. Many of the positions in Chapter 2 are written according to Statute; however, many were written and have not been updated since the City of Raytown hired their first City Administrator in 1994.

The language changes do not conflict with State Statute and the updates are consistent with the day-to-day operations of the City at this time. Additionally, due to changes in the City of Raytown Personnel Manual and the City's Purchasing Policy, some sections have been removed.

**AMENDED BILL NO. 6490-18 ORDINANCE NO. _____ SECTION NO. IV-C-1**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III, OFFICERS AND EMPLOYEES; ARTICLE IV, DEPARTMENTS, ARTICLE VI, MEETINGS AND ARTICLE VII, PUBLIC RECORDS**

**WHEREAS,** it has been determined that amendments to Chapters 2 are needed to be consistent with the day-to-day operations of the City of Raytown.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – AMENDMENT OF CHAPTER 2 ARTICLE III, OFFICERS AND EMPLOYEES; ARTICLE IV, DEPARTMENTS, ARTICLE VI, MEETINGS AND ARTICLE VII, PUBLIC RECORDS.** That Chapter 2 of the Raytown Municipal Code is hereby amended to read as attached hereto in Exhibit "A":

**SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 4 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa Henry, City Clerk

Approved as to Form

_____
Joe Willerth, City Attorney

# “EXHIBIT A”

ARTICLE III. - OFFICERS AND EMPLOYEES[3]

Footnotes:

--- (**3**) ---

**State Law reference—** Officers generally, RSMo 77.370 et seq.; appointive officers, RSMo 79.230; salaries of officers to be fixed by ordinance, RSMo 79.290; removal of officers from office, RSMo 79.240; filling vacancies in certain municipal offices, RSMo 79.280; officer's oath of office, RSMo 79.260; penalties for misdemeanor in office, RSMo 79.360; officers to be voters and residents, exceptions, RSMo 79.250; property qualifications of officers prohibited, RSMo 71.150.

DIVISION 1. - GENERALLY

Sec. 2-105. - Adoption of personnel manual.

The city has compiled and adopted a city personnel policy manual, a copy of which is available in the office of the city clerk. The personnel manual may be amended from time to time and such amendment of the personnel manual shall be approved by a ¾ vote of the entire elected board.

(Ord. No. 5576-17, § 1, 6-20-2017)

Sec. 2-106. - Residency.

Applicants for positions in the municipal service except as otherwise provided by law, are not required to be residents of the city, but they are encouraged to become residents upon assuming municipal service.

(Code 1969, § 14-10; Ord. No. 2341-81, § 6, 1-5-1982; Ord. No. 4267-97, § 1, 5-6-1997)

Secs. 2-107—2-123. - Reserved.

DIVISION 2**A**. - CITY ADMINISTRATOR

Sec. 2-124. - Office of city administrator established.

There is hereby created and established the office of city administrator for the city.

(Code 1969, § 2-150; Ord. No. 4014-94, § 1, 7-19-1994)

Sec. 2-125. - Appointment and tenure. – **THIS WILL CONFLICT WITH AN EMPLOYMENT AGREEMENT**

A qualified person shall be appointed city administrator for the city by the mayor. Such appointment shall be approved by a majority of the board of aldermen. The person so appointed shall serve at the pleasure of the board, ~~**for an indefinite term**~~. The person appointed to the office of city administrator shall become a resident of and reside within the city limits within six months of appointment. The residency requirement may be waived by a majority vote of the board of aldermen.

(Code 1969, § 2-151; Ord. No. 4014-94, § 1, 7-19-1994; Ord. No. 5558-16, § 1, 11-1-2016)

Sec. 2-126. - Qualifications.

The person appointed to the office of city administrator shall be at least 25 years of age; and shall be a graduate of an accredited university or college, majoring in public or municipal administration or shall have the equivalent qualifications and experience in financial, administration and/or public relations fields.

(Code 1969, § 2-152; Ord. No. 4014-94, § 1, 7-19-1994; Ord. No. 5558-16, § 1, 11-1-2016)

Sec. 2-127. - Bond.

The city administrator, before entering upon the duties of his office, shall file with the city a bond in the amount of $50,000.00; such bond shall be approved by the board of aldermen and such bond shall insure the city for the faithful and honest performance of the duties of the city and for rendering a full and proper account to the city for funds and property which shall come into the possession or control of the city administrator. The cost of such bond shall be paid by the city; however, should the city administrator be covered by a blanket bond to the same extent, such individual bond shall not be required.

(Code 1969, § 2-153; Ord. No. 4014-94, § 1, 7-19-1994)

Sec. 2-128. - Compensation.

The city administrator shall receive such compensation as may be determined from time to time by the board of aldermen and such compensation shall be payable semi-monthly.

(Code 1969, § 2-154; Ord. No. 4014-94, § 1, 7-19-1994)

Sec. 2-129. - Removal of city administrator.

The city administrator shall serve at the pleasure of the board of aldermen. The mayor, with the consent of a majority of the board of aldermen, may remove the city administrator from office at will, and such city administrator may also be removed by a two-thirds vote of the board of aldermen independently of the mayor's approval or disapproval.

(Code 1969, § 2-155; Ord. No. 4014-94, § 1, 7-19-1994)

Sec. 2-130. - Duties.

(a) *Administrative office.* The city administrator shall be the chief administrative ~~assistant to the mayor and such shall be the administrative~~ officer of the city government. Except as otherwise specified by ordinance or by the law of the state, the city administrator shall coordinate and generally supervise the operation of all departments of the city.

(b) *Purchasing.* The city administrator shall have purchasing authority as provided in the purchasing policy approved by the board of aldermen and on file in the office of the city clerk.

(c) *Budget.* The city administrator shall be the budget officer of the city, in accordance with state law, and shall assemble estimates of the financial needs and resources of the city for each ensuing year and shall prepare a program of activities within the financial power of the city, embodying in it a budget document with proper supporting schedules and an analysis to be proposed to the mayor and board of aldermen for their final approval.

(d) *Financial reports.* The city administrator shall make monthly reports to the mayor and board of aldermen relative to the financial condition of the city. Such reports shall show the financial condition of the city in relation to the budget.

(e) *Annual report.* The city administrator shall prepare and present to the mayor and board of aldermen an annual report of the city's affairs, including in such report a summary of reports of department heads and such other reports as the mayor and board of aldermen may require.

(f) *Personnel system.* The city administrator shall act as the personnel officer of the city and shall recommend an appropriate position classification system and pay plan to the mayor and board of aldermen. The city administrator, after consultation with department heads, shall approve advancements and appropriate pay increases within the approved pay plans and position classification system. The city administrator shall have the power to appoint and remove (in accordance with personnel system regulations approved by the board of aldermen) all subordinate employees of the city. The city administrator shall make recommendations of appointment and removal of department heads.

(g) *Policy formulation.* The city administrator shall recommend to the mayor and board of aldermen adoption of such measures as he may deem necessary or expedient for the health, safety, or welfare of the city or for the improvement of administrative services for the city.

(h) *Board of aldermen agenda.* The city administrator shall submit to the mayor and board of aldermen a proposed agenda for each council meeting at least 48 hours before the time of the regular council meeting.

(i) *Boards and committees.* The city administrator shall work with all city boards and committees to help coordinate the work of each.

(j) *Attend board of aldermen meetings.* The city administrator shall attend all meetings of the board of aldermen.

**(k) *Miscellaneous.* The City Administrator shall perform any other duties or functions prescribed by the Mayor or by the Board of Aldermen. NEW**

(k) ~~*Bid specifications. The city administrator shall supervise preparation of all bid specifications for services and equipment, and receive sealed bids for presentation to the board of aldermen.*~~ **Purchasing Policy 2-612**

(l) *State and federal aid program.* The city administrator shall coordinate federal and state programs which may have application to the city.

(m) *Conference attendance.* The city administrator shall attend state and regional conferences and programs applicable to his office, and the business of the city, ~~whenever such attendance is directed and approved by the board of aldermen and mayor~~**. In fiscal year budget and/or employment agreement.**

(n) *Press release.* The city administrator **or his designee** shall be responsible for keeping the public informed in the purposes and methods of city government through all available news media.

(o) ~~*Recordkeeping.* The city administrator shall keep full and accurate records of all actions taken by him in the course of his duties, and he shall safely and properly keep all records and papers belonging to the city and entrusted to his care; except as otherwise provided by law, all such records shall be and remain the property of the city and be open to inspection by the mayor and board of aldermen.~~ **This duty is assigned to City Clerk**

(Code 1969, § 2-156; Ord. No. 4014-94, § 1, 7-19-1994)

Sec. 2-131. - Powers.

(a) ~~*City property.* The city administrator shall have responsibility for all real and personal property of the city subject to his authority. He shall have the responsibility for all inventories of such property and for the upkeep of all such property. Personal property may be sold by the city administrator only with approval of the board of aldermen. Real property may be sold only with approval of the board of aldermen by resolution or ordinance~~. **This is address in 2-612**

(b) ~~*Set administrative policies.* The city administrator shall have the power to prescribe such rules and regulations as he shall deem necessary or expedient for the conduct of administrative agencies subject to his authority, and he shall have the power to revoke, suspend, or amend any rule or regulation of the administrative service except those prescribed by the board of aldermen.~~ **New Section a & b in line with employment agreement**

~~(c) *Coordinate departments.* The city administrator shall have the power to coordinate the work of all the departments of the city, and, at all times of an emergency, shall have authority to assign the employees of the city to any department where they are needed for the most effective discharge of the functions of city government.~~ **New Section a in line with employment agreement**

**(a) *Generally*. He shall have the power to coordinate the work of all the departments of the city, and at times of an emergency, shall have authority to assign the employees of the city to any department where they are needed for the most effective discharge of the functions of city government.**

***(b) Rules and regulations*. The city administrator shall establish such rules and regulations as are necessary or expedient for the conduct of city departments**

(~~d~~) **(c)** *Investigate and report.* The city administrator shall have the power to investigate and to examine or inquire into the affairs or operation of any department of the city under his jurisdiction, and shall report on any condition or fact concerning the city government requested by the mayor or board of aldermen.

(~~e~~)**(d)** *Coordinate officials.* The city administrator shall have the power to overrule any action taken by a department head subject to his authority, and may supersede him in the functions of his office.

(~~f~~) **(e)** *Appear before the board of aldermen.* The city administrator shall have the power to appear before and address the board of aldermen at any meeting.

(~~g~~)**(f)** *Action by mayor and board of aldermen to prevail.* At no time shall the duties or powers of the city administrator supersede the action by the mayor and board of aldermen.

~~(h) *Authority to name an acting city administrator.* The city administrator is hereby granted authority to delegate his duties and powers to an acting city administrator, named by the city administrator, for a period not to exceed ten consecutive working days, upon prior written notification of same to the mayor and the board of aldermen.~~ **Addressed in New Section 2-136 of Assistant City Administrator**

(Code 1969, § 2-157; Ord. No. 4014-94, § 1, 7-19-1994; Ord. No. 4077-95, § 1, 6-20-1995)

**Secs. 2-132—2-160. - Reserved.**

## DIVISION 2B. - ASSISTANT CITY ADMINISTRATOR

### Sec. 2-132. - Office created.

The appointive office of assistant city administrator is hereby created.

### Sec. 2-133. - Appointment.

The assistant city administrator, upon recommendation of the city administrator shall be appointed by the mayor and approved by a majority of the board of aldermen. The assistant city administrator so appointed shall serve at the pleasure of the board.

### Sec. 2-134. - Removal.

The assistant city administrator shall serve at the pleasure of the board of aldermen. The mayor, with the consent of a majority of the board of aldermen, may remove the assistant city administrator from office at will, and such assistant city administrator may also be removed by a two-thirds vote of the board of aldermen independently of the mayor's approval or disapproval.

### Sec. 2-135. - Qualifications.

The assistant city administrator shall be appointed solely on the basis of their knowledge of city government and their administrative skills and abilities. The assistant city administrator shall possess qualifications equivalent to those of the city administrator.

### Sec. 2-136. - Accountability, responsibilities and duties.

The assistant city administrator shall be immediately accountable and responsible to the city administrator for the effective performance of the office. The assistant city administrator shall serve as acting city administrator during the absence of the city administrator and the duties and responsibilities for the office of assistant city administrator shall be assigned by the city administrator.

### Secs 2-137—160. - Reserved

## DIVISION 3. - CITY CLERK[4]

Footnotes:

--- (**4**) ---

**State Law reference—** Election, duties of city clerk, RSMo 79.320; removal of officers, RSMo 79.240; qualifications, RSMo 79.250; oath, bond, RSMo 79.260; fixing salaries, RSMo 79.270; filling vacancies, RSMo 79.280.

### Sec. 2-161. - Office affirmed.

The office of city clerk as provided for by state law is hereby affirmed.

(Code 1969, § 2-50; Ord. No. 102, 9-6-1966)

**State Law reference—** Authority for appointment of city clerk by mayor subject to consent and approval of board of aldermen, RSMo 79.230.

### Sec. 2-162. - Selection, designation of city clerk.

The city clerk shall be elected by ordinance of the board of aldermen of the city and shall be designated and known as the "City Clerk of Raytown, Missouri."

(Code 1969, § 2-51; Ord. No. 102, 9-6-1966)

**State Law reference—** Authority for appointment of city clerk by mayor subject to consent and approval of board of aldermen, RSMo 79.230.

### Sec. 2-163. - Term of office.

The city clerk shall serve at the pleasure of the board of aldermen, and until the election of a successor.

(Code 1969, § 2-52; Ord. No. 102, 9-6-1966)

### Sec. 2-164. - Salary fixed.

The city clerk shall receive the salary fixed and established by ~~ordinance~~ **the Board of Aldermen**.

(Code 1969, § 2-53)

### Sec. 2-165. - Responsibility for ~~designated personnel.~~**keeping election records**.

~~The city clerk shall be responsible for the administration and completion of duties now and hereafter outlined by ordinances pertaining to the city assessor, and any and all other personnel assigned to the city clerk's office by ordinance or administrative order of the mayor.~~

**The city clerk shall keep and maintain all election records and have custody of all property used in connection with elections.**

(Code 1969, § 2-54; Ord. No. 102, 9-6-1966)

Sec. 2-166. - Designated as city assessor; compensation.

(a) The city clerk is hereby appointed city assessor of the city and specifically charged with the efficient and proper assessment of individual personal, business personal, and merchants' and manufacturers' personal property duly assessable within said city, at rates of assessment not in conflict with those established by the county.

(b) The city clerk, while serving as city assessor in addition to his regular duties, shall so perform the functions of the said assessor's office without additional compensation.

(Code 1969, § 2-66; Ord. No. 378-71, 2-2-1971)

Sec. 2-167. - Designation as general accountant of city.

The city clerk shall be the general accountant of the city, as provided by state law.

(Code 1969, § 2-57; Ord. No. 102, 9-6-1966)

**State Law reference—** City clerk as general accountant of city, RSMo 79.320.

Sec. 2-168. - Duty to keep and preserve city records.

The city clerk shall keep a journal of the proceedings of the board of aldermen; and shall safely and properly keep all records and papers of the city entrusted to him, as provided for in the Revised Statutes of Missouri.

(Code 1969, § 2-55; Ord. No. 102, 9-6-1966)

**State Law reference—** Duties of city clerk, RSMo 79.320; powers and duties of officers to be prescribed by ordinance, RSMo 79.290.

Sec. 2-169. - Duty to administer oaths.

The city clerk shall administer official oaths and oaths to persons certifying to demands or claims against the city, as provided by state law.

(Code 1969, § 2-56; Ord. No. 102, 9-6-1966)

**State Law reference—** Duties of city clerk, RSMo 79.320; powers and duties of officers to be prescribed by ordinance, RSMo 79.290.

Sec. 2-170. - Duty to attest, seal, record commissions, warrants, etc.

The city clerk shall attest all commissions, warrants and other documents requiring attestation drawn by the mayor, affix thereto the seal of the city, and keep an accurate record thereof in a book provided for the purpose as provided by state law.

(Code 1969, § 2-58; Ord. No. 102, 9-6-1966)

**State Law reference—** Duties of city clerk, RSMo 79.320; powers and duties of officers to be prescribed by ordinance, RSMo 79.290.

Sec. 2-171. - Duty to countersign, seal city licenses.

The city clerk shall countersign and affix the seal of the city to all licenses set by ordinances of the city, as provided by state law.

(Code 1969, § 2-59; Ord. No. 102, 9-6-1966)

**State Law reference—** City clerk to countersign licenses, RSMo 94.230.

Sec. 2-172. - Duty to withhold licenses until delinquencies are satisfied.

Before the issuance of licenses, the city clerk shall ascertain any taxes, fees or duties in arrears and shall withhold issuance of licenses until delinquencies, if any, are satisfied with the collector, all as provided for and in accordance with state statutes.

(Code 1969, § 2-62; Ord. No. 102, 9-6-1966)

**State Law reference—** Duty of city clerk as to delinquencies in connection with licenses, RSMo 94.290.

Sec. 2-173. - Duty to prepare back tax book; delivery to city collector.

The city clerk shall prepare the delinquent tax lists and within ten days thereafter, the city clerk shall make, under the seal of the city, the lists into a back tax book as provided for in state statutes. When completed, he shall deliver the book to the collector, taking duplicate receipts therefor, one of which he shall file in his office and the other he shall file with the budget officer**.**

(Code 1969, § 2-63; Ord. No. 102, 9-6-1966)

**State Law reference—** Duty to prepare delinquent tax list, back tax book, RSMo 140.060.

Sec. 2-174. - Duty to charge city collector with amounts posted in back tax book.

The city clerk shall charge the city collector with the amount of taxes, interest and clerk fees contained in the back tax book.

(Ord. No. 102, 9-6-1966)

Sec. 2-175. - Powers and duties of city clerk pertaining to public utilities.

The city engineer shall keep a complete file of all franchises granted by the city and shall secure and keep up to date and complete records and reports concerning the operation, financial condition, valuation, services, rates, charges, rules and regulations, practices and conduct of all public utilities operating within the city, and shall have power to require such public utilities to furnish all necessary information and reports relating thereto. He shall report to the board of aldermen upon all matters of public interest relating to public utilities, and shall make such other investigations and reports as may be required by the board of aldermen relating thereto.

(Code 1969, § 2-185; Ord. No. 101, 8-1-1961; Ord. No. 487-71, § 10, 11-2-1971; Ord. No. 744-73, § 2, 7-17-1973)

Secs. 2-176—2-203. - Reserved.

## DIVISION 4. - FINANCE DIRECTOR[5]

Footnotes:

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**State Law reference—** Powers and duties of officers to be prescribed by ordinance, RSMo 79.290; duties of treasurer, RSMo 79.300; officers' oath and bond, RSMo 79.260.

### Sec. 2-204. - Office of city treasurer; office affirmed, ratified, designated.

The office of city treasurer as provided for by state statutes is hereby affirmed and ratified, and shall be designated and known as "City Finance Director of Raytown, Missouri."

(Code 1969, § 2-95; Ord. No. 104, 11-15-1966)

**State Law reference—** Authority for appointment of city treasurer by mayor subject to consent and approval of board of aldermen, RSMo 79.230.

### Sec. 2-205. - Selection of city finance director.

The city finance director shall be elected by a majority of the board of aldermen of the city.

(Code 1969, § 2-96; Ord. No. 104, 11-15-1966)

### Sec. 2-206. - Term of office, salary.

The city finance director shall serve at the pleasure of the board of aldermen and until the election and qualification of his successor, and shall be paid such salary as shall be fixed and established by ~~ordinance~~ **the board of aldermen**.

(Code 1969, § 2-97)

### Sec. 2-207. - Custody of warrants, books, bonds and obligations.

The city finance director shall receive and safely keep all monies, warrants, books, bonds and obligations entrusted to his care, as provided for in state statutes.

(Code 1969, § 2-98; Ord. No. 104, 11-15-1966)

**State Law reference—** Custody by city treasurer of city funds, RSMo 79.300.

### Sec. 2-208. - Payment of monies, bonds or other obligations.

The city finance director shall pay over all monies, bonds or other obligations of the city on warrants or orders, duly drawn, passed or ordered by the board of aldermen, signed by the mayor and attested by the city clerk, and having the seal of the city affixed thereto, and not otherwise, as provided for and in accordance with state statutes.

(Code 1969, § 2-99; Ord. No. 104, 11-15-1966)

Sec. 2-209. - Publication of financial statement; duty in event such statement is not published.

The board of aldermen shall semiannually each year **at times to be set forth by the board of aldermen,** ~~in May and November~~ make out and spread upon their records a full and detailed account and statement of the receipts and expenditures and indebtedness of the city for the half-year ending with the last day of the month immediately preceding the date of such report, which account and statement shall be published in some newspaper in the city. In the event the financial statement is not so published, the city finance director shall not pay out any money of the city on any warrant or order of the board of aldermen after the end of the month in which such financial statement should have been published, until such time as such financial statement is published. Violation of this provision shall be deemed a misdemeanor and punished according to law, as provided in state statutes.

(Code 1969, § 2-100; Ord. No. 104, 11-15-1966; Ord. No. 2386-82, § 1, 5-18-1982)

Sec. 2-210. - Endorsement of bills for ordinances involving payment of money required.

All bills for ordinances contemplating the payment of money shall bear the endorsement of the city finance director that a sufficient sum stands to the credit of the city, unappropriated, in the fund covered by such ordinances, to meet the requirements of such bill.

(Code 1969, § 2-102; Ord. No. 104, 11-15-1966)

Sec. 2-211. - Duty to validate and return evidences of monies received and deposited.

The city finance director shall receive daily, validate and return to the city collector any and all copies requested of documents developed in support of and crediting him with monies received and deposited, as evidenced by bank deposit receipts, for cash received from the city collector for deposit.

(Code 1969, § 2-103; Ord. No. 104, 11-15-1966)

Sec. 2-212. - Duty to establish and maintain bond register account.

The city finance director shall establish and maintain a bond register account of bonds outstanding and interest and principal payments due thereon.

(Code 1969, § 2-104; Ord. No. 104, 11-15-1966)

Sec. 2-213. - Reports to the board of aldermen required.

~~(a) It shall be the duty of the city finance director to report in person to the board of aldermen, on or before the first day of July in each year, the amount of receipts and expenditures of the treasury, the amount of money on hand, the amount of bonds falling due, if any, for the redemption of which provision must be made; also, the amount of interest to be paid during the next fiscal year.~~

**See Sec. 2-209**

**(a) In addition to the annual report, it shall be the duty of the city finance director to present an investment report semi-annually each year at times to be set forth by the board of aldermen. Said report shall be made available to the public.**

~~(b) In addition to the annual report, it shall be the duty of the city finance director to present a report before the second regular meeting of the board of aldermen of each month. Said report shall bear the signature of the city finance director and shall be made available to the public and distributed to the media. Said report shall contain information regarding the investment of the municipal funds including the following information:~~

~~(1) The amount of each investment;~~

~~(2) Where invested; maturity dates of each individual investment;~~

~~(3) Terms (with any special conditions noted);~~

~~(4) Rate of interest;~~

~~(5) How interest is to be paid (i.e., check, credited to account, etc.);~~

~~(6) How rate was arrived at on each investment (i.e., was it bid, etc.);~~

~~(7) Total amount of all investments;~~

~~(8) Total amount of interest received from all investments; and~~

~~(9) Any additional pertinent information regarding investments of such funds which may be of interest to the board of aldermen or the citizens of the city.~~

(Code 1969, § 2-105; Ord. No. 104, 11-15-1966; Ord. No. 2600-83, § 1, 11-1-1983; Ord. No. 2751-85, §§ 1, 2, 1-22-1985)

Sec. 2-214. - Duty to furnish information to federal, state agencies.

The city finance director shall make all reports and answer all requests required by law to or from the various agencies of the United States, the state, or any division thereof, as to the financial condition of the city.

(Code 1969, § 2-106; Ord. No. 104, 11-15-1966)

Sec. 2-215. - Duty to submit reports requested by mayor, board of aldermen.

The city finance director shall submit reports as requested by the mayor or board of aldermen concerning any and all financial matters of the city, and as otherwise provided by ordinance.

(Code 1969, § 2-107; Ord. No. 104, 11-15-1966)

Secs. 2-216—2-238. - Reserved.

DIVISION 5. - CITY COLLECTOR[6]

Footnotes:

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**State Law reference—** City collector designated elective office, RSMo 79.050; removal of officers, RSMo 79.240; qualifications, RSMo 79.250; oath, bond, RSMo 79.260; fixing salaries, RSMo 79.270; filling vacancies, RSMo 79.280; prescribing powers and duties, RSMo 79.290; collector to make annual report, RSMo 79.310.

Sec. 2-239. - Continuance, designation of office.

The office of city collector as provided for by the state statutes shall continue to be an elective office in the city and the officer shall be designated the "City Collector of Raytown, Missouri."

(Code 1969, § 2-76; Ord. No. 105, 7-19-1966)

**State Law reference—** City collector provided for, RSMo 79.050.

Sec. 2-240. - Election and term of office.

The city collector shall continue to be elected at the general election in the city held on the first Tuesday in April in odd-numbered years and, beginning with the term starting in April 1991, shall serve for a four-year term and until his successor is elected and qualified.

(Code 1969, § 2-77; Ord. No. 105, 7-19-1966; Ord. No. 3460-89, § 1, 10-3-1989)

Sec. 2-241. - Salary of city collector.

The salary of the city collector shall be fixed and established by ordinance.

(Code 1969, § 2-78)

Sec. 2-242. - Fidelity bond of city collector.

A fidelity bond in the amount of $25,000.00 shall be obtained and maintained upon the city collector at the expense of the city.

(Code 1969, § 2-79; Ord. No. 134, 12-14-1965)

Sec. 2-243. - Duty to collect monies owed to city.

The city collector shall collect all monies owed to the city for property taxes, both real and personal; licenses and taxes owed by the various businesses and occupations as provided for in state statutes, countersign all licenses as provided for in state statutes collect all fees for motor vehicle registration licenses; for building permits; for dog licenses; sewer use charges; and all other taxes, licenses or fees owed to the city of whatever nature under statutes and ordinances now existing, or which may hereafter exist.

(Code 1969, § 2-80; Ord. No. 105, 7-19-1966)

**State Law reference—** Collection of licenses and taxes, RSMo 94.270; duty to countersign licenses, RSMo 94.230.

Sec. 2-244. - Duty to pay over to city finance director all monies collected.

The city collector shall pay into the office of city finance director, daily, all monies collected and received and shall be properly receipted for said monies. These shall be listed under the various accounts collected, such as real estate taxes, personal property taxes, sewer use charges, occupation licenses, dog licenses, motor vehicle licenses, building permits, and such other classifications as now or hereafter may exist.

(Code 1969, § 2-81; Ord. No. 105, 7-19-1966)

Sec. 2-245. - Duty to enforce payment of taxes.

The city collector shall enforce the payment of taxes as provided for in state statutes. All suits for the collection of city taxes shall be brought in the name of the state, at the relation and to the use of the city collector.

(Code 1969, § 2-82; Ord. No. 105, 7-19-1966)

**State Law reference—** Duty to enforce payment of taxes, RSMo 94.310 et seq.

Sec. 2-246. - Duty to report monthly to board of aldermen; scope of report.

The city collector shall make a monthly report to the board of aldermen of the city, listing all monies collected in the prior month, under various headings such as real estate taxes, personal property taxes, building permits, sewer use charges, dog licenses, motor vehicle registration licenses, etc., and shall list all expenditures made by said city collector for said month in this report. In addition, the city collector's report shall include all amounts that are uncollected, the names of firms or persons delinquent, and such other information as the board of aldermen may require.

(Code 1969, § 2-83; Ord. No. 105, 7-19-1966)

Sec. 2-247. - Duty to prepare and furnish list of delinquent taxes, to collect same.

The city collector shall at the first meeting of the board of aldermen in April of each year prepare and furnish to the board of aldermen a list of delinquent taxes remaining due and uncollected for each year, to be known as the "land and lot delinquent list" and "the personal delinquent list." After said lists have been examined by the board of aldermen, all as provided for by state statutes, the delinquent list shall be returned to the collector, charging him therewith; and he shall proceed to collect the same in the manner as provided by law and as set forth herein.

(Code 1969, § 2-84; Ord. No. 105, 7-19-1966)

**State Law reference—** Collector to make annual report, RSMo 79.310; examination of tax lists, RSMo 94.320.

Secs. 2-248—2-254. - Reserved.

## DIVISION 6. - ETHICAL STANDARDS

### Sec. 2-255. - Declaration of policy.

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there are hereby established ethical standards for persons in municipal service and a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

(Code 1969, § 14-12; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 4267-97, § 1, 5-6-1997)

### Sec. 2-256. - Bribery.

No person seeking appointment to, or promotion in, the municipal service shall either directly or indirectly give, promise, render, or pay any money, service, or other valuable thing to any person for, or on account of, or in connection with his appointment or proposed appointment, promotion or proposed promotion.

(Code 1969, § 14-14; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 4267-97, § 1, 5-6-1997)

### Sec. 2-257. - Tax delinquency.

No person shall be certified as a candidate for a municipal office, nor shall such person's name appear on the ballot who shall at the time be in arrears for any unpaid city taxes, or municipal user fees on the last day to file a declaration of candidacy for the office.

(Code 1969, § 14-15; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 4267-97, § 1, 5-6-1997; Ord. No. 4529-99, § 1, 9-7-1999)

**State Law reference—** Election or appointment to city office prohibited for persons in arrears in payment of city taxes, RSMo 79.250.

### Sec. 2-258. - Conflicts of interest.

(a) All persons in the municipal service shall comply with RSMo 105.454, as amended from time to time, concerning conflicts of interest as well as all other state laws governing official conduct.

(b) No person in the municipal service who has the power or duty to perform an official act related to a municipal contract or transaction shall:

(1) Have or thereafter acquire a substantial or private personal interest, as defined by state law, in such contract or transaction;

(2) Have a substantial personal or private interest in any business entity, as those terms are defined by state law, representing or advising any person involved in such contract or transaction;

(3) Have solicited or accepted present or future employment with a person or business entity involved in such contract or transaction;

(4) Have solicited, accepted or granted a present or future gift, favor, service, or thing of value from or to a person involved in such contract or transaction, except an occasional non-pecuniary gift, insignificant in value; or an award publicly presented in recognition of public service, or any gift which would have been offered or given to him if he were not an official or employee;

(5) Disclosure, without proper legal authorization, confidential information concerning the property, government or affairs of the city, or use such information to advance the financial or other private interest of himself or others; or

(6) Serve on the governing board of an organization, firm or business entity involved in such contract or transaction, provided, however, that this subsection shall not be applicable to persons in the municipal service who serve on the governing board of an organization, firm or business entity by reason or virtue of his municipal service.

(c) No person in the municipal service who has the power or duty to perform an official act shall:

(1) Engage in or accept private employment or render service, for private interest, when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties, unless otherwise permitted by law and unless disclosure is made as provided in this Code.

(2) Appear on behalf of any private person, other than himself, his spouse, or minor children, before any city agency or municipal court. However, a member of the board of aldermen may appear before city agencies on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.

(3) Grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

(4) After the termination of service or employment with the city, appear before any board, commission, committee, or agency of the city in relation to any case, proceeding or application in which he personally participated during the period of his service or employment, or which was under his active consideration.

(Code 1969, § 14-16; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 4267-97, § 1, 5-6-1997)

Sec. 2-259. - Use of municipally owned property.

(a) No person in the municipal service shall use any city vehicle, equipment, materials or property for personal convenience, personal profit, or private interest. ~~Without limiting the foregoing and except as herein provided, no person in the municipal service shall use any city vehicle for transporting any person to or from a place of employment unless said vehicle is specifically assigned by the appropriate department head to the individual being transported. No city vehicle shall be used on personal errands.~~ **Contained in the Personnel Manual as authorized in Sec 2-105.**

(b) ~~Each department head shall draft a specific and comprehensive vehicle policy for his department. The said policy shall then be subject to review and approval or rejection by the board of aldermen.~~ **Contained in the Personnel Manual as authorized in Sec 2-105.**

(c) No person in the municipal service shall, during the hours of his employment, do those things prohibited to classified employees at all times.

(d) No person in the municipal service shall use municipal property, equipment or supplies or any other thing of value for the purpose of furthering or promoting the candidacy, election or appointment of persons to the municipal service.

(e) No person in the classified service shall request or receive from any person whomsoever, or give to or for the direct or indirect benefit of any person in the municipal service, a thing of value or services for the purpose of supporting or opposing the candidacy, election or appointment of persons to the municipal service.

(f) Nothing in this section shall be construed as prohibiting an employee from participating in any political activity relating to any other level of government or from participating in municipal political activity relating to bond issues, referendums, propositions, approval of ordinances or other matters of a similar character, provided such participation does not interfere with or adversely affect the performance of his duties as a municipal employee; nor shall anything herein be construed as limiting the right of an employee to vote, the same being specifically encouraged; nor shall anything herein be construed as limiting the right of an employee to merely display campaign material, bumper stickers and yard signs.

(Code 1969, § 14-17; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 4267-97, § 1, 5-6-1997)

Sec. 2-260. - Disclosure of interest in legislative action.

When any member of the board of aldermen or the mayor has a substantial personal or private interest, as defined by state law, in any measure, bill, order or ordinance pending before the board, he shall disclose on the records of the board the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

(Code 1969, § 14-18; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 4267-97, § 1, 5-6-1997)

Sec. 2-261. - Contracts voidable.

Any contract or transaction which was the subject of an official act or action of the city in which there is an interest prohibited by this chapter or which involved the violation of a provision of this chapter, shall be voidable at the option of the city.

(Code 1969, § 14-19; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 4267-97, § 1, 5-6-1997)

Sec. 2-262. - Disclosure reports.

Each elected official, the city administrator (as the chief administrative officer and purchasing officer), the city clerk (as the chief financial officer), and the full-time general counsel shall disclose the following information by May 1 if any such transactions occurred during the previous calendar year:

(1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in the excess of $500.00, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

(2) The date and the identities of the parties to each transaction known to the person with a total value in excess of $500.00, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

(3) The city administrator (as chief administrative officer and chief purchasing officer) shall also disclose by May 1 for the previous calendar year the following information:

a. The name and address of each of the employers of such person from whom income of $1,000.00 or more was received during the year covered by the statement.

b. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests.

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(Code 1969, § 14-20; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 3913-93, § 1, 9-7-1993; Ord. No. 4013-94, § 1, 7-19-1994; Ord. No. 4093-95, § 1, 9-5-1995; Ord. No. 4207-96, § 1, 9-3-1996; Ord. No. 4302-97, § 1, 8-5-1997; Ord. No. 4267-97, § 1, 5-6-1997; Ord. No. 4536-99, § 1, 9-7-1999; Ord. No. 4633-00, § 1, 9-5-2000; Ord. No. 4788-02, § 1, 6-18-2002)

Sec. 2-263. - Filing of disclosure reports.

The disclosure report shall be filed at the following times, but no person is required to file more than one report in any calendar year:

(1) Each person appointed to office who is required to report under section 2-262 shall file the report within 30 days of such appointment or employment.

(2) Every other person required to file a report shall file the same annually not later than May 1 and the report shall cover the calendar year ending the immediately preceding December 31; provided that, any member of the board of aldermen may supplement the report to disclose additional interests acquired after December 31 of the covered year until the date of filing the report.

(3) The reports shall be filed with the city clerk and the ethics commission. The reports shall be available for public inspection and copying during normal business hours.

(Code 1969, § 14-21; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 3913-93, § 1, 9-7-1993; Ord. No. 4013-94, § 1, 7-19-1994; Ord. No. 4093-95, § 1, 9-5-1995; Ord. No. 4207-96, § 1, 9-3-1996; Ord. No. 4302-97, § 1, 8-5-1997; Ord. No. 4267-97, § 1, 5-6-1997; Ord. No. 4536-99, § 1, 9-7-1999; Ord. No. 4633-00, § 1, 9-5-2000; Ord. No. 4788-02, § 2, 6-18-2002)

Sec. 2-264. - Advisory opinions.

(a) Where any public officer or employee has a doubt as to the applicability of any provision of this chapter to a particular situation, or as to the definition of terms used herein, he may apply to the city attorney for an advisory opinion. The officer or employee shall have the opportunity to present his interpretation of the facts at issue and of the applicability of provisions of the chapter before such advisory opinion is made.

(b) Such opinion until amended or revoked shall be binding on the city, the board of aldermen and the city attorney in any subsequent actions concerning any public officer or employee who acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. Such opinion shall not be binding in any action initiated by any private citizen or state agency.

(c) Any advisory opinion prepared by the city attorney shall be made public. However, the name of the person requesting the opinion and the names of all persons or business entities mentioned in the opinion shall be deemed confidential information and shall not be disclosed by the city attorney unless the public officer or employee waives such confidentiality or where the city attorney deems the public official to have failed to act in good faith in requesting the opinion or in conforming with the opinion or to have failed to act in conformance with the opinion.

(Code 1969, § 14-22; Ord. No. 3686-91, § 1, 8-6-1991; Ord. No. 4267-97, § 1, 5-6-1997)

Secs. 2-265—2-272. - Reserved.

ARTICLE IV. - DEPARTMENTS

DIVISION 1. - GENERALLY

Sec. 2-273. - Board of aldermen to create departments.

The city shall be divided into such administrative departments as the board of aldermen may from time to time deem necessary or desirable.

Secs. 2-274—2-294. - Reserved.

DIVISION 2. - EMERGENCY SERVICES DEPARTMENT

Sec. 2-295. - Department created; authority of director.

There is hereby organized and created a department of emergency services and the said department shall be under the direction of the director of emergency services who will supervise and control the department. The director of emergency services is hereby authorized and directed to prescribe rules and regulations concerning the operation of an ambulance service for the city and for emergency management functions as well as for the conduct of the employees of said department, all of which shall be consistent with personnel rules and regulations and all existing ordinances and state statutes.

(Code 1969, § 2-210; Ord. No. 4225-96, § 1, 12-17-1996)

Sec. 2-296. - Duties of director.

The director of emergency services shall have the authority and duty to manage and operate the emergency services department of the city; he shall be responsible for the preparation of the budget for said department; he shall prepare and present to the board of aldermen, for approval, an operating policy for said department; he shall supervise the purchase of all materials, supplies and equipment for said department; he shall submit monthly reports to the board of aldermen concerning the activities of said department and keep the board of aldermen advised of the financial conditions and future needs of said department and make such recommendations as he may deem desirable.

(Code 1969, § 2-211; Ord. No. 4225-96, § 1, 12-17-1996)

Sec. 2-297. - Department responsibilities.

The department of emergency services shall include ambulance service, and emergency management services.

(Code 1969, § 2-212; Ord. No. 4225-96, § 1, 12-17-1996)

Sec. 2-298. - Emergency medical services rules and regulations adopted.

The city emergency medical services rules and regulations relating to responsibility and authority of personnel; uniforms and dress codes; vehicles; living quarters; communications, paperwork and reports; training; community education; suggested guidelines for care of patient and vehicle during call; life flight field procedure; and response to calls, are hereby accepted, approved and adopted by the city.

(Code 1969, § 2-214; Ord. No. 2038-80, § 1, 3-28-1980)

Secs. 2-299—2-329. - Reserved.

## DIVISION 3. - LAW DEPARTMENT[7]

Footnotes:

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**State Law reference—** Appointive officers of the city, RSMo 79.230; removal of officers, RSMo 79.240; qualifications, RSMo 79.250; oath, bond, RSMo 79.260; fixing salaries, RSMo 79.270; filling vacancies, RSMo 79.280; prescribing powers and duties, RSMo 79.290.

### Sec. 2-330. - Establishment.

There shall be a law department in and for the city consisting of the city attorney, who shall be the department head, such assistant city attorneys as the board of aldermen may from time to time designate, and a city prosecuting attorney and such assistant city prosecuting attorneys as the board of aldermen may from time to time designate.

(Code 1969, § 2-137; Ord. No. 1726-78, § 1, 5-16-1978)

### Sec. 2-331. - Compensation.

The city attorney, the city prosecuting attorney, the assistant city attorneys and the assistant city prosecuting attorneys shall be compensated at such rates as are established in connection with the annual municipal budget, and amendments thereto.

(Code 1969, § 2-138; Ord. No. 1736-78, § 1, 5-16-1978; Ord. No. 4219-96, § 1, 11-19-1996)

### Sec. 2-332. - Duties of the city attorney as director of department.

The city attorney shall be responsible for the law department. He shall, subject to the direction of the mayor and board of aldermen, be responsible for all legal matters pertaining to the city and for the conduct of the officers and employees of the department. He will be responsible for the distribution and performance of its business, and for the custody and preservation of the books, records, papers and property under his control.

(Code 1969, § 2-139; Ord. No. 1726-78, § 1, 5-16-1978)

### Sec. 2-333. - Duties of city attorney.

It shall be the duty of the city attorney, personally or by the assistant city attorneys, to:

(1) Be present at, participate in and furnish legal advice to the mayor and board of aldermen at all regular and specially called meetings of said board.

(2) Prepare and draft ordinances as requested by the members of the board of aldermen.

(3) Defend or instigate all lawsuits on behalf of the city, at the direction of the mayor and board of aldermen, and process any claim for or against the city, including procedures and suits for the collection of all fees, taxes, and assessments, and for the enforcement of compliance with the zoning ordinances of the city.

(4) Prepare, draft and review all contracts, deeds and legal documents that concern the city.

(5) Confer with and review the problem of the city department heads upon their request.

(6) Serve as legal advisor to the police department.

(7) Submit written legal opinions to the mayor and board of aldermen, upon their request.

(8) Prepare and draft all notices of public hearings.

(9) Be present at, participate in and render legal advice in connection with administrative hearings conducted by the city.

(10) Attend meetings of the committees of the board of aldermen upon request of the committee chairman, or a majority of the members of the duly constituted committee.

(11) Perform the duties of the city prosecuting attorney in the event of the illness, absence or unavailability of the city prosecuting attorney and assistant city prosecuting attorneys.

(12) Perform such additional duties which may, from time to time, be assigned to him by the mayor or board of aldermen.

(Code 1969, § 2-140; Ord. No. 1726-78, § 1, 5-16-1978; Ord. No. 2074-80, § 1, 6-3-1980)

Sec. 2-334. - Duties of assistant city attorneys.

It shall be the duty of the assistant city attorneys to:

(1) Perform such duties of the city attorney as may be assigned to them by the city attorney or the mayor and board of aldermen.

(2) Perform all duties of the city attorney in the event of his illness, absence or unavailability.

(3) Perform such other duties which may, from time to time, be assigned to them by the mayor or board of aldermen.

(Code 1969, § 2-141; Ord. No. 1726-78, § 1, 5-16-1978; Ord. No. 2074-80, § 1, 6-3-1980)

Sec. 2-335. - Duties of the city prosecuting attorney.

It shall be the duty of the city prosecuting attorney to:

(1) Draft and file all complaints in municipal court.

(2) Attend municipal court at the convening times thereof and prosecute all cases before said court on behalf of the city.

(3) Perfect and file all municipal appeals, and appear and participate in the trial or hearing of said appeals in the Circuit Court of Jackson County.

(4) Confer with and advise the department heads upon their request concerning the enforcement of the ordinances.

(5) Perform the duties of the city attorney in the event of the illness, absence or unavailability of the city attorney and all assistant city attorneys.

(6) Perform such additional duties which may, from time to time, be assigned to him by the mayor and board of aldermen, or city attorney.

(Code 1969, § 2-142; Ord. No. 1726-78, § 1, 5-16-1978)

Sec. 2-336. - Duties of the assistant city prosecuting attorneys.

Assistant city prosecuting attorneys shall:

(1) Perform such duties of the city prosecuting attorney as may be assigned to them by the city prosecuting attorney or the mayor and board of aldermen.

(2) Perform all the duties of the city prosecuting attorney in the event of his illness, absence or unavailability.

(3) Perform such other duties which may, from time to time, be assigned to them by the mayor and board of aldermen.

(Code 1969, § 2-143; Ord. No. 1726-78, § 1, 5-16-1978)

Sec. 2-337. - Assignment of additional duties and authority to provide additional compensation.

The mayor and board of aldermen shall have the authority and discretion to determine a particular matter be assigned to the city attorney, the city prosecuting attorney, and/or the respective assistants, and to authorize payment of additional fees therefor.

(Code 1969, § 2-144; Ord. No. 1726-78, § 1, 5-16-1978)

Sec. 2-338. - Authority to employ special counsel.

If deemed in the best interest of the city, the board of aldermen may, by ordinance, employ special counsel to represent the city and to fix the compensation therefor.

(Code 1969, § 2-145; Ord. No. 1726-78, § 1, 5-16-1978)

Secs. 2-339—2-364. - Reserved.

DIVISION 4. - PUBLIC WORKS DEPARTMENT[8]

Footnotes:

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**State Law reference—** Appointive officers of the city, RSMo 79.230; removal of officers, RSMo 79.260; fixing salaries, RSMo 79.270; filling vacancies, RSMo 79.280; prescribing powers and duties, RSMo 79.290.

Sec. 2-365. - Establishment.

There shall be a department of public works in and for the city.

(Code 1969, § 2-178; Ord. No. 101, 8-1-1961; Ord. No. 487-71, § 10, 11-2-1971; Ord. No. 744-73, § 2, 7-17-1973)

Sec. 2-366. - Director designated head of department.

There shall be a director of public works, who may also be city engineer in and for the city, who shall be in charge of the department of public works of the city.

(Code 1969, § 2-179; Ord. No. 487-71, § 10, 11-2-1971; Ord. No. 744-73, § 2, 7-17-1973)

Sec. 2-367. - Qualifications of city engineer.

The city engineer shall be an engineer registered and licensed by the state to engage in the practice of professional engineering.

(Code 1969, § 2-180; Ord. No. 101, 8-1-1961; Ord. No. 487-71, § 10, 11-2-1971; Ord. No. 744-73, § 2, 7-17-1973)

Sec. 2-368. - Salary of director of public works.

The director of public works shall receive such compensation as may be determined ~~from time to time~~ by the board of aldermen ~~and such compensation shall be payable semi-monthly.~~

(Code 1969, § 2-181; Ord. No. 487-71, § 10, 11-2-1971; Ord. No. 744-73, § 2, 7-17-1973)

Sec. 2-369. - Use of term "director of public works."

Use of the term "director of public works" in this Code may be deemed to refer to the city engineer.

(Ord. No. 487-71, § 10, 11-2-1971; Ord. No. 744-73, § 2, 7-17-1973)

Sec. 2-370. - Duties of director of department.

The director of the department of public works shall be responsible for said department. He shall have the power to prescribe rules and regulations, not inconsistent with the laws governing the city, or inconsistent with policy determinations by the board of aldermen, for the conduct of the officers and employees of his department, for the distribution and performance of its business, and for the custody and preservation of the books, records, papers and property under his control.

(Code 1969, § 2-183; Ord. No. 101, 8-1-1961; Ord. No. 487-71, § 10, 11-2-1971; Ord. No. 744-73, § 2, 7-17-1973)

Sec. 2-371. - Powers of city engineer.

Except as otherwise provided by action of the board of aldermen, the city engineer shall have charge of:

(1) The designing, construction, reconstruction and repair of all municipal buildings, bridges, viaducts, subways, dikes, canals, waterways, sewers, drains, levees, tunnels and structures, including alterations, replacements, additions, and appurtenances thereto, the maintenance of the same, and keeping the same open and in a safe and clean condition.

(2) The grading and improvement of all streets, alleys, highways, sidewalk spaces and public ways, and keeping the same open and in a safe and clean condition.

(3) The construction, reconstruction, repair and maintenance of all pavements, curbs and sidewalks.

(4) The collection and disposal of garbage, ashes and refuse, and the disposal of sewage.

(5) The lighting of public grounds and highways, the laying of conduits, the locations, erection and construction of poles and all structures in, on or over public grounds and highways, and the granting of all permits to excavate into or disturb any highway or public property or to make any special use thereof.

(6) The exercise of such powers of the city relative to privately owned or operated public utilities as may be prescribed by the board of aldermen.

(Code 1969, § 2-184; Ord. No. 101, 8-1-1961; Ord. No. 487-71, § 10, 11-2-1971; Ord. No. 744-73, § 2, 7-17-1973; Ord. No. 4195-96, § 1, 8-20-1996)

Sec. 2-372. - Assignment of duties to city engineer by board of aldermen.

The city engineer shall perform such duties as may be prescribed from time to time by the board of aldermen.

(Code 1969, § 2-186; Ord. No. 101, 8-1-1961; Ord. No. 487-71, § 10, 11-2-1971; Ord. No. 744-73, § 2, 7-17-1973)

Secs. 2-373—2-402. - Reserved.

ARTICLE V. - BOARDS, COMMISSIONS, AUTHORITIES AND AGENCIES (RESERVED)

Secs. 2-403—2-432. - Reserved.

ARTICLE VI. - MEETINGS

DIVISION 1. - GENERALLY

Sec. 2-433. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Closed meeting, closed record* or *closed vote* means any meeting, record or vote closed to the public.

*Copying,* if requested by a member of the public, means copies provided as detailed in article VII of this chapter, if duplication equipment is available.

*Public business* means all matters which relate in any way to the performance of the public governmental body's functions or the conduct of its business.

*Public governmental body* means any legislative, administrative or governmental entity created by the constitution or statutes of this state, by order or ordinance of any political subdivision or district, judicial entities when operating in an administrative capacity, or by executive order, including:

(1) Any body, agency, board, bureau, council, commission, committee, board of regents or board of curators or any other governing body of any institution of higher education, including a community college, which is supported in whole or in part from state funds, including, but not limited to, the administrative entity known as "The Curators of the University of Missouri" as established by RSMo 172.020;

(2) Any advisory committee or commission appointed by the governor by executive order;

(3) Any department or division of the state, of any political subdivision of the state, of any county or of any municipal government, school district or special purpose district, including, but not limited to, sewer districts, water districts, and other sub-districts of any political subdivision;

(4) Any other legislative or administrative governmental deliberative body under the direction of three or more elected or appointed members having rulemaking or quasi-judicial power;

(5) Any committee appointed by or at the direction of any of the entities and which is authorized to report to any of the above-named entities, any advisory committee appointed by or at the direction of any of the named entities for the specific purpose of recommending, directly to the public governmental body's governing board or its chief administrative officer, policy or policy revisions or expenditures of public funds including, but not limited to, entities created to advise bi-state taxing districts regarding the expenditure of public funds, or any policy advisory body, policy advisory committee or policy advisory group appointed by a president, chancellor or chief executive officer of any college or university system or individual institution at the direction of the governing body of such institution which is supported in whole or in part with state funds for the specific purpose of recommending directly to the public governmental body's governing board or the president, chancellor or chief executive officer policy, policy revisions or expenditures of public funds; provided, however, the staff of the college or university president, chancellor or chief executive officer shall not constitute such a policy advisory committee. The custodian of the records of any public governmental body shall maintain a list of the policy advisory committees described in this subdivision;

(6) Any quasi-public governmental body. The term "quasi-public governmental body" means any person, corporation or partnership organized or authorized to do business in this state pursuant to the provisions of state law or unincorporated association which either:

a. Has as its primary purpose to enter into contracts with public governmental bodies, or to engage primarily in activities carried out pursuant to an agreement or agreements with public governmental bodies; or

b. Performs a public function as evidenced by a statutorily based capacity to confer or otherwise advance, through approval, recommendation or other means, the allocation or

issuance of tax credits, tax abatement, public debt, tax-exempt debt, rights of eminent domain, or the contracting of leaseback agreements on structures whose annualized payments commit public tax revenues; or any association that directly accepts the appropriation of money from a public governmental body, but only to the extent that a meeting, record, or vote relates to such appropriation; and

(7) Any bi-state development agency established pursuant to RSMo 70.370.

*Public meeting* means any meeting of a public governmental body subject to sections 2-433 through 2-461 and sections 2-530 through 2-539 at which any public business is discussed, decided, or public policy formulated, whether such meeting is conducted in person or by means of communication equipment, including, but not limited to, conference call, video conference, Internet chat, or Internet message board. The term "public meeting" shall not include an informal gathering of members of a public governmental body for ministerial or social purposes when there is no intent to avoid the purposes of this chapter, but the term shall include a public vote of all or a majority of the members of a public governmental body, by electronic communication or any other means, conducted in lieu of holding a public meeting with the members of the public governmental body gathered at one location in order to conduct public business.

*Public record* means any record, whether written or electronically stored, retained by or of any public governmental body including any report, survey, memorandum, or other document or study prepared for the public governmental body by a consultant or other professional service paid for in whole or in part by public funds, including records created or maintained by private contractors under an agreement with a public governmental body or on behalf of a public governmental body; provided, however, that personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of 18 years and by the parents, guardian or other custodian and the student if the student is over the age of 18 years. The term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body, unless such records are retained by the public governmental body or presented at a public meeting. Any document or study prepared for a public governmental body by a consultant or other professional service as described in this section shall be retained by the public governmental body in the same manner as any other public record.

*Public vote* means any vote, whether conducted in person, by telephone, or by any other electronic means, cast at any public meeting of any public governmental body.

*State records retention schedule* or *retention schedule* means the Municipal Records Retention Schedule established by the Missouri Local Records Board under authority of Missouri's Business and Public Records Law, RSMo 109.230 and 109.255.

(Ord. No. 5404-11, § 1(2-16.1.1), 6-7-2011)

Sec. 2-434. - Liberal construction of law to be public policy.

(a) It is the public policy of this state that meetings, records, votes, actions, and deliberations of public governmental bodies be open to the public unless otherwise provided by law. This article and sections 2-530 through 2-554 shall be liberally construed and their exceptions strictly construed to promote this public policy.

(b) Except as otherwise provided by law, all public meetings of public governmental bodies shall be open to the public as set forth in this division, all public records of public governmental bodies shall be open to the public for inspection and copying as set forth in sections 2-531 to 2-534, and all public votes of public governmental bodies shall be recorded.

(Ord. No. 5404-11, § 1(2-16.1.2), 6-7-2011)

Sec. 2-435. - Votes.

(a) All public meetings shall be open to the public and public votes shall be open to the public for inspection and duplication.

(b) Except as provided in section 2-460, rules authorized pursuant to article III of the Missouri Constitution and as otherwise provided by law, all votes shall be recorded, and if a roll call is taken, as to attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the public governmental body.

(c) Any votes taken during a closed meeting shall be taken by roll call.

(d) All votes taken by roll call in meetings of a public governmental body consisting of members who are all elected, except for the Missouri general assembly and any committee established by a public governmental body, shall be cast by members of the public governmental body who are physically present and in attendance at the meeting.

(e) When it is necessary to take votes by roll call in a meeting of the public governmental body, due to an emergency of the public body, with a quorum of the members of the public body physically present and in attendance and less than a quorum of the members of the public governmental body participating via telephone, facsimile, Internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting.

(Ord. No. 5404-11, § 1(2-16.1.3), 6-7-2011)

Sec. 2-436. - Notice of meetings.

(a) All public governmental bodies shall give notice of the time, date, and place of each meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered, and if the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If a public body plans to meet by Internet chat, Internet message board, or other computer link, it shall post a notice of the meeting on its web site in addition to its principal office and shall notify the public how to access that meeting. Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a particular public governmental body concurrent with the notice being made available to the members of the particular governmental body and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting, or if no such office exists, at the building in which the meeting is to be held.

(b) Notice conforming with all of the requirements of subsection (a) of this section shall be given at least 24 hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given. Each meeting shall be held at a place reasonably accessible to the public and of sufficient size to accommodate the anticipated attendance by members of the public, and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impractical. Every reasonable effort shall be made to grant special access to the meeting to handicapped or disabled individuals.

(c) When it is necessary to hold a meeting on less than 24 hours' notice, or at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.

(d) A formally constituted subunit of a parent governmental body may conduct a meeting without notice as required by this section during a lawful meeting of the parent governmental body, a recess in that meeting, or immediately following that meeting, if the meeting of the subunit is publicly announced at the parent meeting and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the parent governmental body.

(e) If another provision of law requires a manner of giving specific notice of a meeting, hearing or an intent to take action by a governmental body, compliance with that section shall constitute compliance with the notice requirements of this section.

(Ord. No. 5404-11, § 1(2-16.1.4(1), (2), (4)—(6)), 6-7-2011)

**State Law reference—** Notice of meetings, RSMo 610.020.

Sec. 2-437. - Electronic recording of proceedings.

A public body shall allow for the recording by audiotape, videotape, or other electronic means of any open meeting. A public body may establish guidelines regarding the manner in which such recording is conducted so as to minimize disruption to the meeting. No audio recording of any meeting, record, or vote closed pursuant to the provisions of section 2-460 shall be permitted without permission of the public body; any person who violates this provision shall be guilty of a class C misdemeanor.

(Ord. No. 5404-11, § 1(2-16.1.4(3)), 6-7-2011)

Sec. 2-438. - Minutes and meeting journals.

A journal or minutes of open and closed meetings shall be taken and retained by the public governmental body, including, but not limited to, a record of any votes taken at such meeting. The minutes shall include the date, time, place, members present, members absent and a record of any votes taken. When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" vote or abstinence if not voting to the name of the individual member of the public governmental body.

(Ord. No. 5404-11, § 1(2-16.1.4(7)), 6-7-2011)

Secs. 2-439—2-459. - Reserved.

DIVISION 2. - CLOSED MEETINGS

Sec. 2-460. - When permitted.

Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following:

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of a public government body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of section 2-434. However, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record;

(2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor; however, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental body shall be made public upon execution of the lease, purchase or sale of the real estate;

(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within 72 hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the 72-hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees;

(4) The state militia or National Guard or any part thereof;

(5) Non-judicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;

(6) Scholastic probation, expulsion, or graduation of identifiable individuals, including records of individual test or examination scores; however, personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of 18 years and by the parents, guardian or other custodian and the student if the student is over the age of 18 years;

(7) Testing and examination materials, before the test or examination is given or, if it is to be given again, before so given again;

(8) Welfare cases of identifiable individuals;

(9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;

(10) Software codes for electronic data processing and documentation thereof;

(11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid;

(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;

(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state and the amount of money contributed by the source;

(14) Records which are protected from disclosure by law;

(15) Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest;

(16) Records relating to municipal hotlines established for the reporting of abuse and wrongdoing;

(17) Confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter;

(18) Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, a public governmental body for such computer, computer system, computer network, or telecommunications network shall be open;

(19) Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body. Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body; and

(20) Records submitted by an individual, corporation, or other business entity to a public institution of higher education in connection with a proposal to license intellectual property or perform sponsored research and which contains sales projections or other business plan information the disclosure of which may endanger the competitiveness of a business.

(Ord. No. 5404-11, § 1(2-16.1.5), 6-7-2011)

Sec. 2-461. - Procedure for calling closed meetings.

(a) Except as set forth in subsection (b) of this section, no meeting or vote may be closed without an affirmative public vote of the majority of a quorum of the public governmental body. The vote of each member of the public governmental body on the question of closing a public meeting or vote and the specific reason for closing that public meeting or vote by reference to a specific section of this chapter shall be announced publicly at an open meeting of the governmental body and entered into the minutes.

(b) A public governmental body proposing to hold a closed meeting or vote shall give notice of the time, date and place of such closed meeting or vote and the reason for holding it by reference to the specific exception allowed pursuant to the provisions of section 2-460. Such notice shall comply with the procedures set forth in division 1 of this article for notice of a public meeting.

(c) Any meeting or vote closed pursuant to section 2-460 shall be closed only to the extent necessary for the specific reason announced to justify the closed meeting or vote. Public governmental bodies shall not discuss any business in a closed meeting, record or vote which does not directly relate to the specific reason announced to justify the closed meeting or vote. Public governmental bodies holding a closed meeting shall close only an existing portion of the meeting facility necessary to house the members of the public governmental body in the closed session, allowing members of the public to remain to attend any subsequent open session held by the public governmental body following the closed session.

(d) Nothing in sections 2-433 through this section and sections 2-530 through 2-536 shall be construed as to require a public governmental body to hold a closed meeting, record or vote to discuss or act upon any matter.

(e) Public records shall be presumed to be open unless otherwise exempt pursuant to the provisions of this chapter.

(f) In the event any member of a public governmental body makes a motion to close a meeting, or a record, or a vote from the public and any other member believes that such motion, if passed, would cause a meeting, record or vote to be closed from the public in violation of any provision in this chapter, such latter member shall state his objection to the motion at or before the time the vote is taken on the motion. The public governmental body shall enter in the minutes of the public governmental body any objection made pursuant to this subsection. Any member making such an objection shall be allowed to fully participate in any meeting, record or vote that is closed from the public over the member's objection. In the event the objecting member also voted in opposition to the motion to close the meeting, record or vote at issue, the objection and vote of the member as entered in the minutes shall be an absolute defense to any claim filed against the objecting member pursuant to section 2-535.

(Ord. No. 5404-11, § 1(2-16.1.6), 6-7-2011)

Secs. 2-462—2-490. - Reserved.

## DIVISION 3. - BOARD OF ALDERMEN MEETINGS

### Sec. 2-491. - Regularly scheduled board of aldermen meetings.

The board of aldermen shall meet regularly on the first and third Tuesday of each month at the time and place established from time to time by the board. Regular meetings may be rescheduled by the majority of the board for good cause. Regular meetings will be rescheduled to the following Tuesday if the scheduled meeting falls on a national holiday or any election day.

(Code 1969, § 2-28; Ord. No. 110, § 1, 2-21-1967; Ord. No. 155-69, § 1, 9-16-1969; Ord. No. 2502-83, § 2, 3-1-1983; Ord. No. 4094-95, § 1, 9-5-1995; Ord. No. 4613-00, § 1, 6-6-2000; Ord. No. 4640-00, § 1, 10-3-2000)

### Sec. 2-492. - Quorum designated.

A quorum of the board of aldermen shall be a simple majority of all the aldermen duly elected, qualified and serving. A quorum of a board, committee, commission or other subunit of the city shall be a simple majority of the members duly appointed, qualified and serving, but excluding ex officio members.

(Code 1969, § 2-31; Ord. No. 110, § 1, 2-21-1967; Ord. No. 155-69, § 1, 9-16-1969; 2502-83, § 2, 3-1-1983)

### Sec. 2-493. - Parliamentary procedure of public meetings.

(a) The mayor shall have a seat in and preside over the board of aldermen, but shall not vote on any question, except in the case of a tie, nor shall he preside or vote in cases when he is an interested party. The duly appointed or elected chairman of each board, committee, commission or other subunit of the city shall have a seat in and preside over the meetings of such body.

(b) All meetings of the board of aldermen and the boards, committees, commissions, and other subunits of the city shall be conducted in accordance with and governed by state law, the ordinances of the city, and, where not inconsistent therewith, Robert's Rules of Order, Newly Revised.

(Code 1969, § 2-32; Ord. No. 110, § 4, 2-21-1967; Ord. No. 155-69, § 4, 9-16-1969; Ord. No. 1609-77, §§ 1, 2, 9-20-1977; Ord. No. 2502-83, § 2, 3-1-1983)

### Sec. 2-494. - Order and decorum generally.

The board of aldermen of the city recognizes that in order to enhance the concept of effective and democratic government, it is essential that a legislative body exercise the power to preserve order and decorum during legislative meetings so that the true deliberate process will not be disturbed. The presiding officer shall exercise the power to preserve strict order and decorum at all meetings of the board of aldermen.

(Code 1969, §§ 2-39; Ord. No. 2996-86, § 3, 9-2-1986)

### Sec. 2-495. - Addressing the board.

(a) *Recognition by presiding officer.* No person shall address the board without first being recognized by the presiding officer.

(b) *Procedure.* Each person addressing the board shall step up to the microphone provided for the use of the public and give his name and city of residence in an audible tone of voice for the record, state the subject he wishes to discuss, and state whom he is representing if he represents an organization or other persons. All remarks shall be addressed to the board as a whole and not to any member thereof. No person other than members of the board and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the board, without the permission of the presiding officer. No question may be asked a board member or a member of the city staff without the permission of the presiding officer.

(c) *Spokesman for group of persons.* In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the board on the same subject matter, it shall be proper for the presiding officer to recommend that a spokesman be chosen by the group to address the board and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the board.

(Code 1969, §§ 2-41—2-43; Ord. No. 2996-86, § 3, 9-2-1986; Ord No. 5570-18 6-18-18)

Sec. 2-496. - Agenda generally.

(a) Agenda items must be submitted to the city clerk's office before **5:00 p.m.,** ~~12:00 noon Friday, 11~~ **Thursday, 12** days prior to the meeting in which they are to be considered. The city clerk shall make public, on ~~Thursday~~ **Friday** before the board meeting, an agenda packet containing all business to be discussed at the next regular meeting of the board of aldermen.

(b) The presiding officer shall have the power to place or refuse to place additional topics on the agenda, and any matter not submitted to the clerk in a timely manner as set forth in this subsection may be considered and acted upon by the board, if a two-thirds majority of the aldermen present vote to consider the matter.

(c) Remaining business of the agenda upon adjournment shall be carried over and automatically placed on the agenda of the next regular meeting.

(d) Business not on the agenda may be discussed if so approved by a two-thirds vote of the aldermen present.

~~(e) Proposed ordinances or resolutions to be included as agenda items shall bear the sponsorship of a member of the board of aldermen or the mayor, only if the proposed ordinance or resolution has not been recommended for approval by a committee of the board of aldermen or by the planning and zoning commission.~~

(e) **Proposed ordinances or resolutions to be included as agenda items shall bear the sponsorship of a member of the board of aldermen or the mayor, only if the proposed ordinance or resolution has not been recommended for approval by a committee of the board of aldermen, by the planning and zoning commission, or the director of a city department.**

(f) The agenda for every regular meeting of the board of aldermen shall provide an opportunity for the city clerk to report to the board upon matters of interest.

(g) The agenda for every regular meeting of the board of aldermen shall provide an opportunity for public comment.

(h) To the extent possible, and whenever it is apparent that an agenda item will generate widespread public interest, a special session of the board of aldermen will be scheduled and publicized. Participation by all persons attending the special session will be encouraged.

(Code 1969, § 2-33(a)—(h); Ord. No. 110, § 2, 2-21-1967; Ord. No. 155-69, § 2, 9-16-1960; Ord. No. 474-71, 10-21-1971; Ord. No. 454-77, § 1, 1-18-1977; Ord. No. 1719-78, §§ 1, 2, 5-16-1978; Ord. No. 1888-79, § 1, 6-5-1979; Ord. No. 2810-85, § 1, 6-18-1985; Ord. No. 3136-87, § 1, 10-6-1987; Ord. No. 4014-94, § 3, 7-19-1994; Ord. No. 4299-97, § 1, 8-5-1997; Ord. No. 4520-99, § 1, 8-17-1999; Ord. No. 4869-03, § 1, 4-1-2003; Ord. No. 5027-05, § 1, 4-19-2005)

Sec. 2-497. - Consent agenda.

(a) The agenda for every regular meeting of the board of aldermen shall include a consent agenda for the purpose of taking action on routine and noncontroversial items, where documentation provided to the board that is adequate and sufficient for approval without inquiry or discussion. The consent agenda is intended to minimize the time required for the handling of any noncontroversial matters and permit additional time to be spent on more significant matters.

(b) The presiding officer may place items on the consent agenda, except that the following matters may not be placed on the consent agenda any matter which by law requires a public hearing, any matter which will increase a budget appropriation, and any matter requiring approval by ordinance.

(c) An item designated for the consent agenda may be removed from the consent agenda at the request of the mayor or an alderman, where there is no objection by the remaining members of the board. If there is an objection to removal of an item from the consent agenda, the item may be removed by a motion and vote of the board.

(d) When removed, items shall be considered individually at the end of the consent agenda at the same meeting.

(e) The published agenda shall clearly distinguish consent from regular agenda items.

(f) At any meeting at which there is a consent agenda, the ayes and nays shall be taken upon the passage of all items on the consent agenda by a single board vote. It shall not be necessary that there be a reading of the titles or the effect of the items on a consent agenda.

(Code 1969, § 2-33(j); Ord. No. 110, § 2, 2-21-1967; Ord. No. 155-69, § 2, 9-16-1960; Ord. No. 474-71, 10-21-1971; Ord. No. 454-77, § 1, 1-18-1977; Ord. No. 1719-78, §§ 1, 2, 5-16-1978; Ord. No. 1888-79, § 1, 6-5-1979; Ord. No. 2810-85, § 1, 6-18-1985; Ord. No. 3136-87, § 1, 10-6-1987; Ord. No. 4014-94, § 3, 7-19-1994; Ord. No. 4299-97, § 1, 8-5-1997; Ord. No. 4520-99, § 1, 8-17-1999; Ord. No. 4869-03, § 1, 4-1-2003; Ord. No. 5027-05, § 1, 4-19-2005)

Sec. 2-498. - Voting.

A member of the board of aldermen voting on any motion, issue or question shall have the right to change his vote thereon at any time prior to the declaration by the presiding officer of the board of the final vote upon said motion, question or issue. After such declaration by the presiding officer, a member shall be allowed to change his vote only pursuant to a motion to reconsider.

(Code 1969, § 2-33(i)(1); Ord. No. 110, § 2, 2-21-1967; Ord. No. 155-69, § 2, 9-16-1960; Ord. No. 474-71, 10-21-1971; Ord. No. 454-77, § 1, 1-18-1977; Ord. No. 1719-78, §§ 1, 2, 5-16-1978; Ord. No. 1888-79, § 1, 6-5-1979; Ord. No. 2810-85, § 1, 6-18-1985; Ord. No. 3136-87, § 1, 10-6-1987; Ord. No. 4014-94, § 3, 7-19-1994; Ord. No. 4299-97, § 1, 8-5-1997; Ord. No. 4520-99, § 1, 8-17-1999; Ord. No. 4869-03, § 1, 4-1-2003; Ord. No. 5027-05, § 1, 4-19-2005)

Sec. 2-499. - Members to remain present during meetings.

The mayor and all aldermen are encouraged to remain in their designated places during the meeting, unless a recess is called by the presiding officer. The mayor should consider not taking a vote during a member's absence from his chair.

(Code 1969, § 2-33(i)(2); Ord. No. 110, § 2, 2-21-1967; Ord. No. 155-69, § 2, 9-16-1960; Ord. No. 474-71, 10-21-1971; Ord. No. 454-77, § 1, 1-18-1977; Ord. No. 1719-78, §§ 1, 2, 5-16-1978; Ord. No. 1888-79, § 1, 6-5-1979; Ord. No. 2810-85, § 1, 6-18-1985; Ord. No. 3136-87, § 1, 10-6-1987; Ord. No. 4014-94, § 3, 7-19-1994; Ord. No. 4299-97, § 1, 8-5-1997; Ord. No. 4520-99, § 1, 8-17-1999; Ord. No. 4869-03, § 1, 4-1-2003; Ord. No. 5027-05, § 1, 4-19-2005)

Sec. 2-500. - Introduction of new business limited.

Introduction of new business or of further new business shall not be brought before the board of aldermen for discussion after the hour of 11:00 p.m. at any meeting of said board; provided, however, that this provision can be suspended by a two-thirds vote of said board.

(Code 1969, § 2-34; Ord. No. 110, § 1, 2-21-1967)

Sec. 2-501. - Preparation and submission of **resolutions and** bills.

(a) The material outlining the scope of a **resolution and/or** bill shall be presented to the ~~city attorney~~**city clerk**, who shall prepare all **resolutions and/or** bills to be considered **and said** ~~that the~~ **resolutions and/or bills** shall be in proper legal form **in a manner** ~~and hear~~ **to bear the city attorneys** ~~his~~ certification as to the **resolutions and/or** bill's legality.

(b) Every proposed **resolution and/or bill** ~~ordinance~~ shall be introduced to the board of aldermen in writing and shall be read by title prior to passage. Copies of the proposed ordinance shall be made available for public inspection prior to the time the bill is under consideration by the board of aldermen. The second reading of a bill may be made during the meeting in which the bill is introduced, provided that a suspension of the rule for said purpose, approved by two-thirds vote of the aldermen present at said meeting, is effected; otherwise, the matter of the second reading shall be considered at the next regular meeting, or as otherwise determined by the board.

(Code 1969, § 2-35; Ord. No. 110, § 3, 2-1-1967; Ord. No. 155-69, § 3, 9-16-1969; Ord. No. 1075-75, § 1, 5-3-1975; Ord. No. 3082-87, § 1, 6-2-1987; Ord. No. 3270-88, § 1, 7-19-1988; Ord. No. 3830-92, § 1, 11-17-1992; Ord. No. 4078-95, § 1, 6-20-1995; Ord. No. 4108-95, § 2, 10-17-1995; Ord. No. 4203-96, § 1, 9-3-1996)

**State Law reference—** Passage of ordinances, RSMo 79.130.

Sec. 2-502. - Referral to finance director of **resolutions and** bills contemplating payment of money.

All **resolutions and/or** bills contemplating payment of money shall~~, prior to second reading~~, be referred to the finance director for endorsement to the effect that a sufficient sum stands to the credit of the city, unappropriated, and the funds ~~covered by such ordinance to~~ meet the requirements of the **resolution and/or** bill.

(Code 1969, § 2-37; Ord. No. 110, § 3, 2-21-1967; Ord. No. 155-69, § 3, 9-16-1969)

Sec. 2-503. - Objection to reading of bill.

An objection to the second reading may be sustained or overruled by the chair.

(Code 1969, § 2-38; Ord. No. 110, § 3, 2-21-1967; Ord. No. 155-69, § 3, 9-16-1969; Ord. No. 3270-88, § 2, 7-19-1988)

Secs. 2-504—2-529. - Reserved.

ARTICLE VII. - PUBLIC RECORDS

Sec. 2-530. - Records retention.

(a) The state records retention schedule is hereby adopted in its entirety by the city as a minimum retention of records schedule for all city documents.

(b) All departmental heads, and other interested parties, may recommend longer retention periods of any documents within their individual departments or jurisdiction. In such event, implementation of longer periods of document retention shall be made only by ordinance amending the provisions of this section.

(c) It shall be the responsibility of the records custodian to determine the proper classification of all city records under the state retention schedule. In the event a department head or other interested person disagrees with the records custodian's classification of a particular document, the issue shall be resolved by submission of the controversial document to the secretary of state for clarification and determination.

(Code 1969, § 2-01; Ord. No. 856-74, §§ 1—3, 4-9-1974; Ord. No. 5402-11, § 1, 6-7-2011)

Sec. 2-531. - Custodian, public access.

(a) Each public governmental body is to appoint a custodian who is to be responsible for the maintenance of that body's records. The identity and location of a public governmental body's custodian is to be made available upon request.

(b) Each public governmental body shall make available for inspection and copying by the public of that body's public records. No person shall remove original public records from the office of a public governmental body or its custodian without written permission of the designated custodian. No public governmental body shall, after August 28, 1998, grant to any person or entity, whether by contract, license or otherwise, the exclusive right to access and disseminate any public record unless the granting of such right is necessary to facilitate coordination with, or uniformity among, industry regulators having similar authority.

(c) Each request for access to a public record shall be acted upon as soon as possible, but in no event later than the end of the third business day following the date the request is received by the custodian of records of a public governmental body. If records are requested in a certain format, the public body shall provide the records in the requested format, if such format is available. If access to the public record is not granted immediately, the custodian shall give a detailed explanation of the cause for further delay and the place and earliest time and date that the record will be available for inspection. This period for document production may exceed three days for reasonable cause.

(d) If a request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date that the request for the statement is received.

(e) Custodian(s) appointed. The city clerk is hereby appointed as the custodian of records for the records at city hall and is authorized to appoint assistant custodians to aid in the performance of the custodian's duties as established by state law, city ordinance and city policies which govern access to and maintenance of public records, meetings or votes, with the exception of the municipal court whose custodian is the court clerk and ~~further that~~ the ~~police department,~~ emergency medical services (EMS) department ~~and the park and recreation department~~ who will designate their own custodians in writing and provide that custodian's name to the city clerk for record of contact.

(Ord. No. 5404-11, § 1(2-16.1.7), 6-7-2011)

Sec. 2-532. - Exempt and nonexempt material in single record.

(a) If a public record contains material which is not exempt from disclosure as well as material which is exempt from disclosure, the public governmental body shall separate the exempt and nonexempt material and make the nonexempt material available for examination and copying.

(b) When designing a public record, a public governmental body shall, to the extent practicable, facilitate a separation of exempt from nonexempt information. If the separation is readily apparent to a person requesting to inspect or receive copies of the form, the public governmental body shall generally describe the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.

(Ord. No. 5404-11, § 1(2-16.1.8), 6-7-2011)

Sec. 2-533. - Electronic transmissions.

Any member of a public governmental body who transmits any message relating to public business by electronic means shall also concurrently transmit that message to either the member's public office computer or the custodian of records in the same format. The provisions of this section shall only apply to messages sent to two or more members of that body so that, when counting the sender, a majority of the body's members are copied. Any such message received by the custodian or at the member's office computer shall be a public record subject to the exceptions of section 2-460.

(Ord. No. 5404-11, § 1(2-16.1.9), 6-7-2011)

Sec. 2-534. - Fees.

(a) Except as otherwise provided by law, each public governmental body shall provide access to and, upon request, furnish copies of public records subject to the following:

(1) Fees for copying public records, except those records restricted under RSMo 32.091 shall not exceed $0.10 per page for a paper copy not larger than nine by 14 inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, the public governmental body shall produce the copies using employees of the body that result in the lowest amount of charges for search, research, and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the public governmental body to provide an estimate of the cost to the person requesting the records. Documents may be furnished without charge or at a reduced charge when the public governmental body determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public governmental body and is not primarily in the commercial interest of the requester;

(2) Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices, and for paper copies larger than nine by 14 inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff of the public governmental body required for making copies and programming, if necessary, and the cost of the disk, tape, or other medium used for the duplication. Fees for maps, blueprints, or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints, or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual costs of such programming.

(b) Payment of such copying fees may be requested prior to the making of copies.

(c) Except as otherwise provided by law, each public governmental body of the state shall remit all moneys received by or for it from fees charged pursuant to this section to the director of revenue for deposit to the general revenue fund of the state.

(d) Except as otherwise provided by law, each public governmental body of a political subdivision of the state shall remit all moneys received by it or for it from fees charged pursuant to article VI to the appropriate fiscal officer of such political subdivision for deposit to the governmental body's accounts.

(e) The term "tax, license or fees" as used in section 22 of article X of the Constitution of the State of Missouri does not include copying charges and related fees that do not exceed the level necessary to pay or to continue to pay the costs for providing a service, program, or activity which was in existence on November 4, 1980, or which was approved by a vote of the people subsequent to November 4, 1980.

(Ord. No. 5404-11, § 1(2-16.2), 6-7-2011)

Sec. 2-535. - Violations and penalties.

(a) The remedies provided by this section against public governmental bodies shall be in addition to those provided by any other provision of law. Any aggrieved person, taxpayer to, or citizen of, this state, or the attorney general or prosecuting attorney, may seek judicial enforcement of the requirements of this article. Suits to enforce this article shall be brought in the circuit court for the county in which the public governmental body has its principal place of business. Upon service of a summons, petition, complaint, counterclaim, or cross-claim in a civil action brought to enforce the provisions of RSMo 610.010 to 610.026, the custodian of the public record that is the subject matter of such civil action shall not transfer custody, alter, destroy, or otherwise dispose of the public record sought to be inspected and examined, notwithstanding the applicability of an exemption pursuant to section 2-460 or the assertion that the requested record is not a public record until the court directs otherwise.

(b) Once a party seeking judicial enforcement of article VI demonstrates to the court that the body in question is subject to the requirements of this chapter and has held a closed meeting, record or vote, the burden of persuasion shall be on the body and its members to demonstrate compliance with the requirements of this chapter.

(c) Upon a finding by a preponderance of the evidence that a public governmental body or a member of a public governmental body has knowingly violated this article, the public governmental body or the member shall be subject to a civil penalty in an amount up to $1,000.00. If the court finds that there is a knowing violation of this article, the court may order the payment by such body or member of all costs and reasonable attorney fees to any party successfully establishing a violation. The court shall determine the amount of the penalty by taking into account the size of the jurisdiction, the seriousness of the offense, and whether the public governmental body or member of a public governmental body has violated this article previously.

(d) Upon a finding by a preponderance of the evidence that a public governmental body or a member of a public governmental body has purposely violated this article, the public governmental body or the member shall be subject to a civil penalty in an amount up to $5,000.00. If the court finds that there was a purposeful violation of this article, then the court shall order the payment by such body or member of all costs and reasonable attorney fees to any party successfully establishing such a violation. The court shall determine the amount of the penalty by taking into account the size of the jurisdiction, the seriousness of the offense, and whether the public governmental body or member of a public governmental body has violated this article previously.

(e) Upon a finding by a preponderance of the evidence that a public governmental body has violated any provision of this article, a court shall void any action taken in violation of this article, if the court finds under the facts of the particular case that the public interest in the enforcement of the policy of this article outweighs the public interest in sustaining the validity of the action taken in the closed meeting, record or vote. Suit for enforcement shall be brought within one year from which the violation is ascertainable and in no event shall it be brought later than two years after the violation. This subsection shall not apply to an action taken regarding the issuance of bonds or other evidence of indebtedness of a public governmental body if a public hearing, election or public sale has been held regarding the bonds or evidence of indebtedness.

(f) A public governmental body which is in doubt about the legality of closing a particular meeting, record or vote may bring suit at the expense of that public governmental body in the circuit court of the county of the public governmental body's principal place of business to ascertain the propriety of any such action, or seek a formal opinion of the attorney general or an attorney for the governmental body.

(Ord. No. 5404-11, § 1(2-16.2.1), 6-7-2011)

Sec. 2-536. - Legal defense of officials.

(a) Any public governmental body may provide for the legal defense of any member charged with a violation of this article.

(b) Each public governmental body shall provide a reasonable written policy in compliance with this article, open to public inspection, regarding the release of information on any meeting, record or vote and any member or employee of the public governmental body who complies with the written policy is not guilty of a violation of the provisions of this article or subject to civil liability for any act arising out of his adherence to the written policy of the agency.

(c) No person who in good faith reports a violation of the provisions of this article is civilly liable for making such report, nor, if such person is an officer or employee of a public governmental body, may such person be demoted, fired, suspended, or otherwise disciplined for making such report.

(Ord. No. 5404-11, § 1(2-16.2.2), 6-7-2011)

Sec. 2-537. - Access to electronic records.

(a) A public governmental body keeping its records in an electronic format is strongly encouraged to provide access to its public records to members of the public in an electronic format. A public governmental body is strongly encouraged to make information available in usable electronic formats to the greatest extent feasible. A public governmental body may not enter into a contract for the creation or maintenance of a public records database if that contract impairs the ability of the public to inspect or copy the public records of that agency, including public records that are on-line or stored in an electronic recordkeeping system used by the agency. Such contract may not allow any impediment that as a practical matter makes it more difficult for the public to inspect or copy the records than to inspect or copy the public governmental body's records. For purposes of this section, a usable electronic format shall allow, at a minimum, viewing and printing of records. However, if the public governmental body keeps a record on a system capable of allowing the copying of electronic documents into other electronic documents, the public governmental body shall provide data to the public in such electronic format, if requested. The activities authorized pursuant to this section may not take priority over the primary responsibilities of a public governmental body. For purposes of this section the term "electronic services" means on-line access or access via other electronic means to an electronic file or database. This subsection shall not apply to contracts initially entered into before August 28, 2004.

(b) Public governmental bodies shall include in a contract for electronic services provisions that:

(1) Protect the security and integrity of the information system of the public governmental body and of information systems that are shared by public governmental bodies; and

(2) Limit the liability of the public governmental body providing the services.

(c) Each public governmental body may consult with the division of data processing and telecommunications of the office of administration to develop the electronic services offered by the public governmental body to the public pursuant to this section.

(Ord. No. 5404-11, § 1(2-16.2.3), 6-7-2011)

Sec. 2-538. - Injunctive relief.

The circuit courts of this state shall have the jurisdiction to issue injunctions to enforce the provisions of this article.

(Ord. No. 5404-11, § 1(2-16.2.4), 6-7-2011)

## Sec. 2-539. - Executive agency disclosure.

(a) If an executive agency's records are closed by law, it may not disclose any information contained in such closed records in any form that would allow identification of individual persons or entities unless:

(1) Disclosure of such information is made to a person in that person's official capacity representing an executive agency and the disclosure is necessary for the requesting executive agency to perform its constitutional or statutory duties; or

(2) Disclosure is otherwise required by law.

(b) Notwithstanding any other provision of law to the contrary, including, but not limited to, RSMo 32.057, such closed information may be disclosed pursuant to this section; however, the providing executive agency may request, as a condition of disclosing such information, that the requesting executive agency submit:

(1) The constitutional or statutory duties necessitating the disclosure of such information;

(2) The name and official capacity of the person or persons to whom such information will be disclosed;

(3) An affirmation that such information will be used only in furtherance of such constitutional or statutory duties; and

(4) The date upon which the access is requested to begin, when the request is for continuous access.

(c) Any executive agency receiving such a request for closed information shall keep the request on file and shall only release such information to the person or persons listed on such request. If the request is for continuous access to such information, the executive agency shall honor the request for a period of one year from the beginning date indicated on such request. If the requesting executive agency requests such information for more than one year, the agency shall provide an updated request for closed information to the providing executive agency upon expiration of the initial request.

(d) Any person receiving or releasing closed information pursuant to this section shall be subject to any laws, regulations or standards of the providing executive agency regarding the confidentiality or misuse of such information and shall be subject to any penalties provided by such laws, regulations or standards for the violation of the confidentiality or misuse of such information.

(e) For the purposes of this section, the term "executive agency" means any administrative governmental entity created by the constitution or statutes of this state under the executive branch, including any department, agency, board, bureau, council, commission, committee, board of regents or board of curators of any institution of higher learning supported in whole or in part by state funds, any subdivision of an executive agency, and any legally designated agent of such entity.

(Ord. No. 5404-11, § 1(2-16.2.5), 6-7-2011)

## Sec. 2-540. - State entity not to disclose social security number, exceptions.

No state entity shall publicly disclose any social security number of a living person unless such disclosure is permitted by federal law, federal regulation or state law or unless such disclosure is authorized by the holder of that social security number or unless such disclosure is for use in connection with any civil, criminal, administrative or arbitral proceeding in any federal, state or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state or local court. Notwithstanding any other provision of law to the contrary, the disclosure of social security numbers of deceased persons shall be lawful, provided that the state agency disclosing the information knows of no reason why such disclosure would prove detrimental to the deceased individual's estate or harmful to the deceased individual's living relatives. For the purposes of this section, the term "publicly disclose" shall not include the use of any social security number by any state entity in the performance of any statutory or constitutional duty or power or the disclosure of any social security number to another state entity, political subdivision, agency of the federal government, agency of another state or any private person or entity acting on behalf of, or in cooperation with, a state entity. Any person

or entity receiving a social security number from any entity shall be subject to the same confidentiality provisions as the disclosing entity. For purposes of this section, the term "state entity" means any state department, division, agency, bureau, board, commission, employee or any agent thereof. When responding to any requests for public information pursuant to this chapter, any costs incurred by any state entity complying with the provisions of this section may be charged to the requester of such information.

(Ord. No. 5404-11, § 1(2-16.2.6), 6-7-2011)

Sec. 2-541. - Arrest reports, incident reports and related documents.

(a) The following words, terms and phrases, when used in this section and section 2-542 and 2-553, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Arrest* means an actual restraint of the person of the defendant, or by his submission to the custody of the officer, under authority of a warrant or otherwise for a criminal violation which results in the issuance of a summons or the person being booked.

*Arrest report* means a record of a law enforcement agency of an arrest and of any detention or confinement incident thereto together with the charge therefor.

*Inactive* means an investigation in which no further action will be taken by a law enforcement agency or officer for any of the following reasons:

(1) A decision by the law enforcement agency not to pursue the case;

(2) Expiration of the time to file criminal charges pursuant to the applicable statute of limitations, or ten years after the commission of the offense; whichever date earliest occurs;

(3) Finality of the convictions of all persons convicted on the basis of the information contained in the investigative report, by exhaustion of or expiration of all rights of appeal of such persons.

*Incident report* means a record of a law enforcement agency consisting of the date, time, specific location, name of the victim and immediate facts and circumstances surrounding the initial report of a crime or incident, including any logs of reported crimes, accidents and complaints maintained by that agency;

*Investigative report* means a record, other than an arrest or incident report, prepared by personnel of a law enforcement agency, inquiring into a crime or suspected crime, either in response to an incident report or in response to evidence developed by law enforcement officers in the course of their duties.

(b) Each law enforcement agency of this state, of any county, and of any municipality shall maintain records of all incidents reported to the agency, investigations and arrests made by such law enforcement agency. All incident reports and arrest reports shall be open records. Notwithstanding any other provision of law other than the provisions of subsections (d) through (f) of this section or RSMo 320.083, investigative reports of all law enforcement agencies are closed records until the investigation becomes inactive. If any person is arrested and not charged with an offense against the law within 30 days of the person's arrest, the arrest report shall thereafter be a closed record except that the disposition portion of the record may be accessed and except as provided in section 2-547.

(c) Except as provided in subsections (d) through (g) of this section, if any portion of a record or document of a law enforcement officer or agency, other than an arrest report, which would otherwise be open, contains information that is reasonably likely to pose a clear and present danger to the safety of any victim, witness, undercover officer, or other person, or jeopardize a criminal investigation, including records which would disclose the identity of a source wishing to remain confidential or a suspect not in custody, or which would disclose techniques, procedures or guidelines for law enforcement investigations or prosecutions, that portion of the record shall be closed and shall be redacted from any record made available pursuant to this chapter.

(d) Any person, including a family member of such person within the first degree of consanguinity if such person is deceased or incompetent, attorney for a person, or insurer of a person involved in any incident or whose property is involved in an incident, may obtain any records closed pursuant to this section or section 2-553 for purposes of investigation of any civil claim or defense, as provided by this subsection. Any individual, his family member within the first degree of consanguinity if such individual is deceased or incompetent, his attorney or insurer, involved in an incident or whose property is involved in an incident, upon written request, may obtain a complete unaltered and unedited incident report concerning the incident, and may obtain access to other records closed by a law enforcement agency pursuant to this section. Within 30 days of such request, the agency shall provide the requested material or file a motion pursuant to this subsection with the circuit court having jurisdiction over the law enforcement agency stating that the safety of the victim, witness or other individual cannot be reasonably ensured, or that a criminal investigation is likely to be jeopardized. If, based on such motion, the court finds for the law enforcement agency, the court shall either order the record closed or order such portion of the record that should be closed to be redacted from any record made available pursuant to this subsection.

(e) Any person may bring an action pursuant to this section in the circuit court having jurisdiction to authorize disclosure of the information contained in an investigative report of any law enforcement agency, which would otherwise be closed pursuant to this section. The court may order that all or part of the information contained in an investigative report be released to the person bringing the action. In making the determination as to whether information contained in an investigative report shall be disclosed, the court shall consider whether the benefit to the person bringing the action or to the public outweighs any harm to the public, to the law enforcement agency or any of its officers, or to any person identified in the investigative report in regard to the need for law enforcement agencies to effectively investigate and prosecute criminal activity. The investigative report in question may be examined by the court in camera. The court may find that the party seeking disclosure of the investigative report shall bear the reasonable and necessary costs and attorneys' fees of both parties, unless the court finds that the decision of the law enforcement agency not to open the investigative report was substantially unjustified under all relevant circumstances, and in that event, the court may assess such reasonable and necessary costs and attorneys' fees to the law enforcement agency.

(f) Any person may apply pursuant to this subsection to the circuit court having jurisdiction for an order requiring a law enforcement agency to open incident reports and arrest reports being unlawfully closed pursuant to this section. If the court finds by a preponderance of the evidence that the law enforcement officer or agency has knowingly violated this section, the officer or agency shall be subject to a civil penalty in an amount up to $1,000.00. If the court finds that there is a knowing violation of this section, the court may order payment by such officer or agency of all costs and attorneys' fees, as provided by section 2-535. If the court finds by a preponderance of the evidence that the law enforcement officer or agency has purposely violated this section, the officer or agency shall be subject to a civil penalty in an amount up to $5,000.00 and the court shall order payment by such officer or agency of all costs and attorney fees, as provided in section 2-535. The court shall determine the amount of the penalty by taking into account the size of the jurisdiction, the seriousness of the offense, and whether the law enforcement officer or agency has violated this section previously.

(g) The victim of an offense as provided in RSMo ch. 566 may request that his identity be kept confidential until a charge relating to such incident is filed.

(Ord. No. 5404-11, § 1(2-16.2.7), 6-7-2011)

Sec. 2-542. - Criminal background check completed without fee, when.

Notwithstanding any other provision of law to the contrary, whenever a criminal background check is requested in connection with gaining employment, housing or any other services or benefit of any homeless former member of the organized militia or the armed forces of the United States who has been honorably discharged, such background check shall be completed and transmitted to the requesting party without any fee or other compensation for such background check or copy of any relevant public record pertaining to such request. For purposes of this section, the term "homeless" means an involuntary state characterized by a lack of housing or shelter.

(Ord. No. 5404-11, § 1(2-16.2.8), 6-7-2011)

Sec. 2-543. - Effect of dispositions other than convictions.

(a) If the person arrested is charged but the case is subsequently nolle prossed, dismissed, or the accused is found not guilty or imposition of sentence is suspended in the court in which the action is prosecuted, official records pertaining to the case shall thereafter be closed records when such case is finally terminated except as provided in subsection (b) of this section and section 2-547 and except that the court's judgment or order or the final action taken by the prosecutor in such matters may be accessed. If the accused is found not guilty due to mental disease or defect pursuant to RSMo 552.030 official records pertaining to the case shall thereafter be closed records upon such findings, except that the disposition may be accessed only by law enforcement agencies, child-care agencies, facilities as defined in RSMo 198.006 and in-home services provider agencies as defined in RSMo 660.250 in the manner established by section 2-547.

(b) If the person arrested is charged with an offense found in RSMo 568.045, 568.050, 568.060, 568.065, 568.080, 568.090, or 568.175 and an imposition of sentence is suspended in the court in which the action is prosecuted, the official records pertaining to the case shall be made available to the victim for the purpose of using the records in his own judicial proceeding, or if the victim is a minor to the victim's parents or guardian, upon request.

(Ord. No. 5404-11, § 1(2-16.2.9), 6-7-2011)

Sec. 2-544. - Suspended sentence prior to September 28, 1981, procedure to close records.

Any person as to whom imposition of sentence was suspended prior to September 28, 1981, may make a motion to the court in which the action was prosecuted after his discharge from the court's jurisdiction for closure of official records pertaining to the case. If the prosecuting authority opposes the motion, an informal hearing shall be held in which technical rules of evidence shall not apply. Having regard to the nature and circumstances of the offense and the history and character of the defendant and upon a finding that the ends of justice are so served, the court may order official records pertaining to the case to be closed, except as provided in section 2-547.

(Ord. No. 5404-11, § 1(2-16.2.10), 6-7-2011)

Sec. 2-545. - Failure to recite closed record excused; exceptions.

No person as to whom such records have become closed records shall thereafter, under any provision of law, be held to be guilty of perjury or otherwise of giving a false statement by reason of his failure to recite or acknowledge such arrest or trial in response to any inquiry made of him for any purpose, except as provided in RSMo 491.050 and section 2-547.

(Ord. No. 5404-11, § 1(2-16.2.11), 6-7-2011)

Sec. 2-546. - Penalty.

A person who knowingly violates any provision of section 2-541, 2-543, 2-544, or 2-547 is guilty of a class A misdemeanor.

(Ord. No. 5404-11, § 1(2-16.2.12), 6-7-2011)

Sec. 2-547. - Records to be confidential; accessibility; purposes.

(a) Records required to be closed shall not be destroyed; they shall be inaccessible to the general public and to all persons other than the defendant except as provided in this section and RSMo 43.507. The closed records shall be available to: criminal justice agencies for the administration of criminal justice pursuant to RSMo 43.500, criminal justice employment, screening persons with access to criminal justice facilities, procedures, and sensitive information; to law enforcement agencies for issuance or renewal of a license, permit, certification, or registration of authority from such agency, including, but not limited to, watchmen, security personnel, private investigators, and persons seeking permits to purchase or possess a firearm; those agencies authorized by RSMo 43.543 to submit and when submitting fingerprints to the central repository; the sentencing advisory commission created in RSMo 558.019 for the purpose of studying sentencing practices in accordance with RSMo 43.507; to qualified entities for the purpose of screening providers defined in RSMo 43.540; the department of revenue for driver license administration; the division of workers' compensation for the purposes of determining eligibility for crime victims' compensation pursuant to RSMo 595.010 to 595.075 department of health and senior services for the purpose of licensing and regulating facilities and regulating in-home services provider agencies and federal agencies for purposes of criminal justice administration, criminal justice employment, child, elderly, or disabled care, and for such investigative purposes as authorized by law or presidential executive order.

(b) These records shall be made available only for the purposes and to the entities listed in this section. A criminal justice agency receiving a request for criminal history information under its control may require positive identification, to include fingerprints of the subject of the record search, prior to releasing closed record information. Dissemination of closed and open records from the Missouri criminal records repository shall be in accordance with RSMo 43.509. All records which are closed records shall be removed from the records of the courts, administrative agencies, and law enforcement agencies which are available to the public and shall be kept in separate records which are to be held confidential and, where possible, pages of the public record shall be retyped or rewritten omitting those portions of the record which deal with the defendant's case. If retyping or rewriting is not feasible because of the permanent nature of the record books, such record entries shall be blacked out and recopied in a confidential book.

(Ord. No. 5404-11, § 1(2-16.2.13), 6-7-2011)

Sec. 2-548. - Arrest record expunged, requirements.

Notwithstanding other provisions of law to the contrary, any record of arrest recorded pursuant to RSMo 43.503 may be expunged if the court determines that the arrest was based on false information and the following conditions exist:

(1) There is no probable cause, at the time of the action to expunge, to believe the individual committed the offense;

(2) No charges will be pursued as a result of the arrest;

(3) The subject of the arrest has no prior or subsequent misdemeanor or felony convictions;

(4) The subject of the arrest did not receive a suspended imposition of sentence for the offense for which the arrest was made or for any offense related to the arrest; and

(5) No civil action is pending relating to the arrest or the records sought to be expunged.

(Ord. No. 5404-11, § 1(2-16.2.14), 6-7-2011)

Sec. 2-549. - Procedure to expunge; Supreme Court to promulgate rules; similar to small claims.

(a) Any person who wishes to have a record of arrest expunged pursuant to section 2-548 may file a verified petition for expungement in the civil division of the circuit court in the county of the arrest as provided in subsection (d) of this section. The petition shall include the following information or shall be dismissed if the information is not given:

(1) The petitioner's:

a. Full name;

b. Sex;

c. Race;

d. Date of birth;

e. Driver's license number;

f. Social Security number; and

g. Address at the time of the arrest;

(2) The offense charged against the petitioner;

(3) The date the petitioner was arrested;

(4) The name of the county where the petitioner was arrested and if the arrest occurred in a municipality, the name of the municipality;

(5) The name of the agency that arrested the petitioner;

(6) The case number and court of the offense;

(7) Petitioner's fingerprints on a standard fingerprint card at the time of filing a petition to expunge a record that will be forwarded to the central repository for the sole purpose of positively identifying the petitioner.

(b) The petition shall name as defendants all law enforcement agencies, courts, prosecuting attorneys, central state depositories of criminal records or others who the petitioner has reason to believe may possess the records subject to expungement. The court's order shall not affect any person or entity not named as a defendant in the action.

(c) The court shall set a hearing on the matter no sooner than 30 days from the filing of the petition and shall give reasonable notice of the hearing to each official or agency or other entity named in the petition.

(d) If the court finds that the petitioner is entitled to expungement of any record that is the subject of the petition, it shall enter an order directing expungement. Upon granting of the order of expungement, the records and files maintained in any administrative or court proceeding in an associate or circuit division of the circuit court under this section shall be confidential and only available to the parties or by order of the court for good cause shown. A copy of the order shall be provided to each agency identified in the petition pursuant to subsection (b) of this section.

(e) The Supreme Court shall promulgate rules establishing procedures for the handling of cases filed pursuant to the provisions of this section and section 2-548. Such procedures shall be similar to the procedures established in RSMo ch. 482 for the handling of small claims.

(Ord. No. 5404-11, § 1(2-16.2.15), 6-7-2011)

Sec. 2-550. - Destruction of arrest records.

(a) All records ordered to be expunged pursuant to section 2-549 shall be destroyed, except as provided in this section. If destruction of the record is not feasible because of the permanent nature of the record books, such record entries shall be blacked out. Entries of a record ordered expunged pursuant to section 2-549 shall be removed from all electronic files maintained with the state. The central repository shall request the Federal Bureau of Investigation expunge the records from its files.

(b) Any petitioner, or agency protesting the expungement, may appeal the court's decision in the same manner as provided for other civil actions.

(Ord. No. 5404-11, § 1(2-16.2.16), 6-7-2011)

Sec. 2-551. - Failure to comply with expungement order.

(a) A person subject to an order of the court who knowingly fails to expunge or obliterate, or releases arrest information which has been ordered expunged is guilty of a class B misdemeanor.

(b) A person subject to an order of the court who, knowing the records have been ordered expunged, uses the arrest information for financial gain is guilty of a class D felony.

(Ord. No. 5404-11, § 1(2-16.2.17), 6-7-2011)

Sec. 2-552. - Expungement does not deem arrest invalid.

(a) An expungement of an arrest record shall not reflect on the validity of the arrest and shall not be construed to indicate a lack of probable cause for the arrest.

(b) Except as provided by section 2-548, the courts of this state shall have no legal or equitable authority to close or expunge any arrest record.

(c) The petitioner shall not bring any action subsequent to the expungement against any person or agency relating to the arrest described in the expunged records.

(Ord. No. 5404-11, § 1(2-16.2.18), 6-7-2011)

Sec. 2-553. - "911" telephone reports inaccessible, exceptions.

Except as provided by this section, any information acquired by a law enforcement agency by way of a complaint or report of a crime made by telephone contact using the emergency number, "911," shall be inaccessible to the general public. However, information consisting of the date, time, specific location and immediate facts and circumstances surrounding the initial report of the crime or incident shall be considered to be an incident report and subject to section 2-541. Any closed records pursuant to this section shall be available upon request by law enforcement agencies or the division of workers' compensation or pursuant to a valid court order authorizing disclosure upon motion and good cause shown.

(Ord. No. 5404-11, § 1(2-16.2.19), 6-7-2011)

Sec. 2-554. - Law enforcement agency log or record of suspected crimes, accidents or complaints.

All law enforcement agencies that maintain a daily log or record that lists suspected crimes, accidents, or complaints shall make available the following information for inspection and copying by the public:

(1) The time, substance, and location of all complaints or requests for assistance received by the agency;

(2) The time and nature of the agency's response to all complaints or requests for assistance; and

(3) If the incident involves an alleged crime or infraction:

a. The time, date, and location of occurrence;

b. The name and age of any victim, unless the victim is a victim of a crime under RSMo ch. 566;

c. The factual circumstances surrounding the incident; and

d. A general description of any injuries, property or weapons involved.

(Ord. No. 5404-11, § 1(2-16.2.20), 6-7-2011)

Sec. 2-555. - Tax credit records and documents deemed closed records.

(a) Records and documents relating to tax credits submitted as part of the application for all tax credits to any department of this state, board, or commission authorized to issue or authorize or recommend the authorization of tax credits shall be deemed closed records until such time as the information submitted does not concern a pending application, and except as limited by other provision of law concerning closed records. For the purposes of this subsection, the term "pending application" means any application for credits that has not yet been authorized. In the case of partial authorization of credits, the completed authorization of a single credit shall be sufficient to constitute full authorization to the extent that the authorized credit or credits relate to the same application as the credits that have not yet been authorized.

(b) Upon a request for opening of records and documents relating to all tax credit programs, as defined in RSMo 135.800 submitted in accordance with the provisions of this chapter, except as limited by the provision of subsection (a) of this section, the agency that is the recipient of the open records request shall make information available consistent with the provisions of this chapter. Where a single record or document contains both open and closed records, the agency shall make a redacted version of such record or document available in order to protect the information that would otherwise make the record or document a closed record. Staff time required for such redaction shall constitute an activity for which a fee can be collected pursuant to sections 2-531 through this section.

(c) As used in this section, the term "closed record" shall mean closed record as defined in Section 2-16.1.

(Ord. No. 5404-11, § 1(2-16.2.21), 6-7-2011)

Sec. 2-556. - Written documents, letters, memorandum, etc., of city officials.

(a) All original written documents, letters, memorandum and including duplicate copies of memorandum sent from the city officials, which comes into the custody or originates from any elected city official, any appointed city official or other department head or employee, is hereby declared to be property of the city.

(b) Upon leaving the employment of service of the city by any elected official through expiration of term, or otherwise, and upon the termination of service by any appointed city official, department head or other employee, all original written documents, letters and memorandum pertaining to the city, in the possession of such official or employee shall be deposited with the city clerk within 15 days of expiration of term, or termination of employment, as the case may be.

(c) In the event the various written documents, letters and other memorandum are already contained within the city hall, it shall not be necessary to physically move the various documents and memorandum into the city clerk's office. It is the intent of this section that each elected and appointed official having custody of city records, correspondence and other written data within the city hall shall leave same for their successor. It is the further intent of this section that aldermen having custody and possession of original documents, letters, data and other memoranda, including duplicate copies of letters, documents and other memoranda issued by the city, return all such data.

(d) All officials, department heads, and other employees referred to in this section are hereby authorized to retain in their possession photographic copies of any written data or memoranda as specified above for their own personal records, if they so desire.

(Code 1969, § 2-17; Ord. No. 844-74, §§ 1—4, 3-5-1974)

Secs. 2-557—2-575. - Reserved.

ARTICLE VIII. - CITY PROPERTY

Sec. 2-576. - Use of city-owned property—Responsibility for care.

Any person in the municipal service who shall have custody or control of city-owned property, shall be responsible for the care of said property during the time of its entrusted use.

(Code 1969, § 2-11; Ord. No. 109, 5-6-1963; Ord. No. 2341-81, § 1, 1-5-1982)

Sec. 2-577. - Same—Cost of repair.

In the event any property described in section 2-576 be damaged or lost while in such person's custody or control, due to the negligence, carelessness or inattention of such person having the custody or control thereof, as determined by the office of the city attorney, the cost of replacement or repair for such property may be deducted from the salary or compensation of said person.

(Code 1969, § 2-12; Ord. No. 109, 5-6-1963; Ord. No. 2341-81, § 1, 1-5-1982)

Sec. 2-578. - Same—Hearing and right of appeal.

In the event that such person shall be charged with the cost of replacement or repair as herein provided, he shall have the right to appeal such decision as permitted by the city's personnel policies and procedures.

(Code 1969, § 2-13; Ord. No. 109, 5-6-1963; Ord. No. 2341-81, § 1, 1-5-1982)

Sec. 2-579. - Same—Discharge of person responsible for damage.

If any person shall, by final determination, be charged with the cost of replacement or repair of city-owned property and refuses to abide by such determination, that person shall be subject to disciplinary action as permitted by the city's personnel policies and procedures.

(Code 1969, § 2-14; Ord. No. 109, 5-6-1963; Ord. No. 2341-81, § 1, 1-5-1982)

Sec. 2-580. - Public liability insurance certificate required for work to be performed on city-owned property.

(a) All independent contractors, hereby defined as all persons, individuals, partnerships, corporations and associations submitting bids of proposals or contractual agreements to provide labor and/or labor and materials for work to be performed on any city-owned building, street, park land, street right-of-way, sanitary sewer or storm sewer easement or other city-owned property shall hereafter be required to furnish a public liability certificate of insurance in favor of the city in the amount set forth in subsection (b) of this section.

(b) The public liability insurance provided by such contractor shall be in the minimum amount of $500,000.00 single limit for injury or death of any one person or for injury or death of more than one person by reason of the carelessness or negligence of the contractor, or persons in their employ or for damages to property by reason of the carelessness or negligence of the contractor or persons in his employ. Said public liability insurance shall be issued by a solvent and responsible insurance company.

(c) For all liability insurance policies issued pursuant to the requirements of this section, the following endorsement shall be included:

"In consideration of the premium stated in the policy to which this endorsement is attached, the company hereby agrees to pay any final judgment for personal injury, including death resulting therefrom, or damage to property caused by the carelessness or negligence of the contractor or persons in its employ while operating under and pursuant to any contractual agreement entered into city within the limits set forth in the schedule shown hereon, and further, agrees that upon its failure

to pay any such final judgment, the judgment creditor may maintain an action in any court of competent jurisdiction to compel such payment. Nothing contained in the policy or any endorsement thereon, nor the violation of any of the provisions thereof by the assured shall relieve the company from liability hereunder or from the payment of such judgment attached to and forming a part of Policy No. _____ issued by the _____ Insurance Company to _____ , Contractor."

(d) All contractual agreements, excluding agreements with other municipal corporations shall be subject to the provisions of this section. All existing contractors, upon renewal, shall be subject to the provisions of this section.

(Code 1969, § 2-22; Ord. No. 1970-79, §§ 1—4, 10-2-1979)

Secs. 2-581—2-608. - Reserved.

ARTICLE IX. - FINANCE

Sec. 2-609. - Selection of city depository; consolidation of accounts.

(a) The city clerk, as chief accountant for the city, and the city finance director shall cause the public and/or municipal funds of the city to be deposited in any duly organized existing lawful financial institution located within the city limits. If such depository cannot be selected, or if satisfactory arrangements [cannot be] made, the funds of the city may be invested upon such terms and under the conditions provided by law for the loaning of county and school monies. Said funds may be consolidated into one account in the depository institution or may be divided amongst various accounts and/or various institution in such manner as the city clerk and city finance director deem appropriate; provided that nothing herein shall authorize the co-mingling of funds where the same would be a violation of state statute or the terms and conditions of any bond issue. The city clerk and the city finance director are hereby authorized to execute such documents as are necessary or convenient to implement the foregoing.

(b) The banking services shall be bid periodically in order to generate the maximum revenue, at such times and in such manner as the city clerk and city finance director deem appropriate.

(Code 1969, § 2-4; Ord. No. 2328-81, §§ 1, 2, 12-15-1981; Ord. No. 3417-89, § 2, 6-20-1989; Ord. No. 3687-91, §§ 1, 2, 8-6-1991)

**State Law reference—** Depositories generally, RSMo 110.010.

Sec. 2-610. - Authorized signatures for city checks.

(a) All checks drawn on the municipal funds of the city in the amount of $1,000.00 or less shall be signed by the city clerk, city finance director or the deputy city clerk or the city finance director or the duly elected and qualified mayor of the city.

(b) All checks drawn on the municipal funds of the city in an amount of more than $1,000.00 shall be signed by at least two of the following: the city clerk, the city finance director, the deputy city clerk, the city finance director, or the duly elected and qualified mayor of the city.

(c) Upon election or appointment and qualification of the city clerk, the city finance director, the deputy city clerk, the city finance director or the duly elected and qualified the mayor of the city, attested certification of same along with all necessary signature cards, facsimile signatures, etc., shall be forthwith transmitted to the various depositories of the city's funds by the city clerk.

(Code 1969, § 2-1; Ord. No. 111, §§ 1—4, 4-11-1967; Ord. No. 2732-84, § 1, 11-7-1984; Ord. No. 4166-96, § 1, 5-21-1996)

**State Law reference—** Mayor to sign, city clerk to attest orders, drafts and warrants, RSMo 79.190.

Sec. 2-611. - Reserve fund for general obligation bonds; required use.

Such funds as may be determined by the annual audit of the books of account of the city to be reserves for general obligation bonds shall be utilized only for the purpose of reducing the general obligation bond levy in subsequent years or for the purpose of retiring outstanding general obligation bonds.

(Code 1969, § 22½-2; Ord. No. 1657-78, § 1, 1-17-1978)

Sec. 2-612. - Comprehensive purchasing procedures.

(a) The board of aldermen hereby authorizes the adoption of a written purchasing manual for the city. The said purchasing manual shall set forth procedures for purchasing, bidding, disposing of

municipal property and handling miscellaneous income. The board of aldermen delegates the authority to bind the city to enforceable purchases, as provided in the said manual.

(b) Any revisions or amendments to the purchasing manual shall be adopted and approved by properly enacted resolution of the board of aldermen prior to it becoming effective.

(c) A copy of the adopted and approved purchasing manual shall be maintained by the city finance director and by the custodian of public records for the city, and shall at all reasonable times be available for public inspection.

(Code 1969, § 2-7; Ord. No. 3164-87, § 2, 12-1-1987; Ord. No. 3181-88, § 1, 1-19-1988; Ord. No. 3554-90, § 1, 7-10-1990; Ord. No. 4108-95, § 1, 10-17-1995; Ord. No. 4606-00, § 1, 6-6-2000)

**State Law reference—** Public improvements, financing, proceedings connected therewith, RSMo 71.290; public works and special assessments, RSMo ch. 88; financial administration and indebtedness, RSMo ch. 95.

Sec. 2-613. - Fees for uncollected financial instruments.

Any person, firm or corporation who shall make, deliver, or endorse to the city a check, draft, credit or debit card transaction, or similar financial instrument which is subsequently dishonored by the financial institution upon which it is drawn shall pay to the city, in addition to the principal amount thereof, and all other sums authorized by law, an administrative fee known as the "non-sufficient funds fee." The fee is approved by the governing body and listed in the schedule of fees and charges maintained in the city clerk's office.

(Code 1969, § 2-7.1; Ord. No. 4095-95, § 1, 9-5-1995; Ord. No. 5384-10, § 1(2-7-1), 12-21-2010)

Sec. 2-614. - Copies of public documents; fee.

Any person, firm or corporation may obtain a photocopy of any public report, form or document not considered a closed record under applicable law from the custodian of such report, form or document. The city clerk is authorized to establish a written policy, consistent with the RSMo 610.026, establishing the cost for document search and duplication.

(Code 1969, § 2-8; Ord. No. 895-74, § 1, 6-18-1974; Ord. No. 2268-81, § 1, 8-18-1981; Ord. No. 3364-89, § 1, 2-21-1989; Ord. No. 4699-01, § 1, 5-15-2001)

Sec. 2-615. - Identity theft prevention program (red flag policy).

For purposes of complying with 16 CFR 681.2 and in order to detect, prevent and mitigate identity theft the town has adopted an identity theft prevention program and policy, incorporated by reference in this section as though fully set forth herein.

# CITY OF RAYTOWN
## Request for Board Action

**Date: November 15, 2018** **Bill No.: 6491-18**
**To: Mayor and Board of Aldermen** **Section No.: XXXI-A**
**From: Teresa Henry, City Clerk**

**Department Head Approval:** _____

**City Administrator Approval:** _____

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**Action Requested:** Approve bill which will align the City of Raytown, Missouri Record Retention Manual with current Missouri Revised State Statutes updated August 2018 and as amended from time-to-time.

**Recommendation:** Approve as is.

**Analysis:** The City of Raytown, Missouri has not updated its Municipal Records Manual since June 7, 2011. In order to be compliant with all current Missouri Revised State Statutes regarding records retention, it is Staff's opinion that the information attached, be adopted and as amended from time to time. The last update from the State of Missouri on this information was August 2018.

**Alternatives:** To continue to operate under outdated information.

**BILL NO. 6491-18 ORDINANCE NO. _____ SECTION NO. XXXI-A**

**AN ORDINANCE ADOPTING THE MISSOURI MUNICIPAL RECORDS MANUAL FOR RETENTION OF RECORDS SCHEDULES FOR THE CITY OF RAYTOWN, MISSOURI, FOR CITY DOCUMENTS AND REPEALING ORDINANCE 5403-11**

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – APPROVAL OF ADOPTION.**

a. That the Missouri Municipal Records Manual attached hereto and made a part hereof, is hereby adopted in its entirety by the City of Raytown, Missouri as a minimum retention of records schedule for all city documents in its current form and as amended from time-to-time.

b. That all departmental heads, and other interested parties, may recommend longer retention periods of any documents within their individual departments or jurisdiction. In such event, implementation of longer periods of document retention shall be made only by Ordinance amending the provisions of this ordinance.

c. It shall be the responsibility of the Records Custodian to determine the proper classification of all city records under the Missouri Municipal Records Manual. In the event a department head or other interested person disagrees with the Records Custodian's classification of a particular document, or documents, the issue shall be resolved by submission of the controversial document(s) to the Secretary of the State of Missouri for clarification and determination.

d. Ordinance 5403-11 is hereby repealed.

**SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 4 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of November 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Joe Willerth, City Attorney

# Local Records Retention Schedules

Missouri Revised Statutes Chapter 109 (Public and Business Records) Section 255 authorizes the Local Records Board to establish minimum retention periods for the administrative, fiscal and legal records created by local governments.
Retention and disposition of records that are common to many offices are included in the General Schedule. Records unique to particular offices are addressed in individual office schedules.

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August 2018

Removed Cemetery Records to General Records Retention Schedule

# Municipal Records Retention Schedule

See also the General Records Retention Schedule, Ambulance District Records Retention Schedule, Fire District Records Retention Schedule, Hospital and Health District Records Retention Schedule, Library Records Retention Schedule; Police Clerk Records Retention Schedule, County Clerk-Election Authority Records Retention Schedule.

## Using this Records Retention Schedule

Every day local government offices throughout Missouri produce records that document the rights of citizens, the actions of the government that serves them and the history of the community in which they live. It is the responsibility of local government to effectively maintain and manage these records and to ensure the continued preservation of those records of essential evidence that have enduring and permanent value.
The introduction to this retention schedule provides local government officials with basic information on records and the application of retention schedules.

### What is a Record?

A "**record**" is defined as any "document, book, paper, photograph, map, sound recording or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business" (109.210(5) RSMo). This definition includes those records created, used and maintained in electronic form.

### Non-Records

Even though records include a broad spectrum of recorded information, not all recorded information is a record. According to Section 109.210(5) RSMo, the following are not records: "...Library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, and stocks of publications and of processed documents are not included within the definition of records..."
Other examples of non-records include the following materials:

- Identical copies of documents maintained in the same file.
- Extra copies of printed or processed materials (official copies of which are retained by the office of record).
- Superseded manuals and other directives (maintained outside the office of record).
- Materials documenting employee fringe activities (blood donors, charitable funds, social and professional meetings, etc.)
- Work papers and drafts of reports or correspondence. Transcribed stenographic materials.
- Blank forms.
- Materials received from other activities that require no action (official copies of which are retained by the office of record).
- Catalogs, trade journals and other publications or papers received from government agencies, commercial firms or private institutions that require no action and are not part of an action case record.
- Survey Forms.

Non-records do not require retention scheduling or destruction authorization or reporting. To control excessive accumulation, it is necessary to keep only current, useful materials and to destroy non-records immediately after needs have been satisfied. Avoid filing non-record material with records.

### The Value of Local Government Records

Some records, because of their enduring administrative, fiscal, legal or historical value, should be permanently retained. These records require that special care and consideration be given to their storage conditions and the

feasibility of preservation microfilming. Examples of permanent records include year-end reports; minutes; property records such as deeds; and birth, death and marriage records.
Most records do not have values that warrant their permanent preservation. Those records with short-term value should, upon reaching end of the retention period, be destroyed.

**Statutory Authority for Establishing Records Retention Requirements**
In 1965, the Missouri General Assembly established a State Records Commission to approve retentions for records produced by state agencies. In 1972, Missouri's Business and Public Records Law (Chapter 109) was expanded to include local government. Thus, the Missouri Local Records Board was established to set retention times for local government records. The 16-member board, chaired by the Secretary of State, consists of local government officials from all classes of counties and cities, elementary and secondary education, higher education and a person active in historical society groups.
Supplemental to the Local Records Board, the Records Management and Archives Service of the Secretary of State's office provides assistance to local governments and implements board policy.

**Application of the Records Retention Schedule**
This schedule establishes minimum retention periods and authorizes dispositions for many of the administrative, fiscal and legal records common to most local governments. Retention periods are based upon federal and state mandates, record surveys, business needs, and general knowledge as to how long records should be kept. Using the schedule as a guide and without seeking further approval from the Local Records Board, any local government may regularly dispose of any of its records that appear on this schedule. The schedule is subject to the following exceptions and limitations:

A. Local government offices may retain any of their records beyond the retention periods set by the schedule, as they deem necessary. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so. Unnecessary retention of records can be expensive in space and filing equipment and may expose the office to costly litigation and discovery requirements.
B. This schedule does not relieve local governments of retention requirements mandated by other state and federal statutes and regulations. When such an obligation does exist, then the longer retention period takes precedence.
C. This schedule generally reflects audit requirements in its prescribed retention periods, but audits are not always completed in a timely fashion. Therefore, any record required for an audit must be retained until completion of that audit, regardless of its stated retention period in the schedule.
D. This schedule does not authorize destruction of records that could be deemed relevant to current or pending litigation.

Retention and disposition of records that are common to many offices are included in the General Schedule. Records unique to particular offices are addressed in individual office schedules. All schedules are available on the Secretary of State's website at *http://www.sos.mo.gov/archives/localrecs/schedules*

**Destruction of Records**
The records classification and retention periods in this manual constitute legal authority for retention and disposal of official records. No records can be destroyed until they meet the minimum retention period listed in this manual. In cases where there is no schedule for a particular record series, the Local Records Board must grant permission for the destruction.
The disposition of records should be recorded in a document such as the minutes of the city council or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date on which destruction was accomplished.
The retention schedule does not prescribe the method of destruction (shredding, burning, landfills, etc.), however, record series with a disposition of *Destroy securely* contain confidential data. These records should be destroyed under the supervision of a competent person(s) designated (or appointed) to ensure that no records fall into unauthorized hands and that the data cannot be reconstructed.
When records, open or confidential, have been destroyed by decay, vermin, fire, water or other means making their remains illegible, the custodian of records may dispose of the remains after verification and documentation by the Local Records Program, Office of the Secretary of State.

**Preservation of Permanent Records**

A fundamental, yet often neglected obligation of local government is to care for its permanent records-in this case, some of the records that it generates and receives. The records that have been identified as permanent require special handling and storage if they are to be preserved. The continuous interaction between a record's medium-paper, magnetic tape, film, etc. -and the quality of the environment in which it is kept-temperature, humidity, light, and air-determines the severity and rate of its deterioration.
By microfilming older, deteriorating, but permanently valuable records, local governments can generate durable copies for research and prevent further damage or deterioration of the original. When filmed, processed, and maintained to archival specifications, the master negative will ensure that permanently valuable records are preserved for generations to come.
*The Missouri Local Records Grant program can provide financial assistance in the form of grants-in-aid to supplement local funds for preservation initiatives, such as archival supplies, shelving and preservation microfilming.*

**Reformatting Standards**
In accordance with RSMo 109.241.4, the Local Records Board has adopted the following standards for microfilm and digitized records. To be in compliance for image permanence, microfilm must conform to the technical standards outlined in the *Guidelines for Microfilming Public Records*, drafted by the Local Records Program and available on the Secretary of State's website at: http://www.sos.mo.gov/archives/pubs/mfmg. To ensure the permanence of electronic records and digitized records, electronic records management systems must meet the standards outlined in the most current version of ISO 15489. Certification that records have been reformatted in accordance with these standards should be maintained locally and classified under *General Records Retention Schedule* "GS 018 Records Management Records."

**A Note about Electronic Records**
Permanent records existing solely in electronic form are in danger of becoming inaccessible through media decay and hardware/software obsolescence. Periodic migration and transfer of permanent records to stable preservation media, such as microfilm, should be considered as a best practice for local government to fulfill its statutory responsibility to maintain permanent records.

**Vital Records**
Certain records are so important to the essential operations of a government or to the protection of the rights and property of citizens that the records are considered vital. Vital records require special safeguards to ensure that the information and evidence in the records will survive a disaster.

The best method to safeguard vital records is to store a duplicate copy in another location (i.e., bank vault, off-site private storage, or Secretary of State's Office). In many instances, duplicate copies are created as part of the regular operating routine of the office—security copies on computer tapes, microfilm, or paper copies distributed to other offices or agencies. If these copies and the originals are stored in separate buildings, these vital records are adequately protected.

**A Note about Retention Periods**
This schedule provides minimum retentions. Local authorities may choose to keep a particular series or record for a longer period of time. It should be kept in mind, however, that a record kept beyond its listed retention must be made available for inspection upon request.

Retention Definitions:
***COA=Completion of Audit***. Note that COA is coupled with a lot of 5-year entries to help encourage regular audits. Not all jurisdictions are required to have audits by statute. Audits for some municipalities are governed by the level of federal financing for bonds and public improvements, and thus are governed by federal retentions. Most municipalities are governed by their local authority (alderman, council, mayor, etc.) for auditing policy. Local jurisdictions may consult RSMo 29 to review the State Auditor's chapter for petition audits (see RSMo 250 for large capital projects such as bonds for water and sewer). For general auditing explanations and advice we recommend that clerks contact the State Auditor's office at 573.751.4213.

***DCA=Destroy in Current Area/Reference.*** Series with these retentions are considered "reference" records and may be destroyed when they are no longer of use.

**Modifications and Additions**
Because records reflect activities that are constantly changing, the retention requirements for them sometimes require revision as well. Consequently, records retention and disposition schedules often need modification or additions in order to be realistic and effective. Furthermore, because local governments are so large, it is impractical to consult with every office regarding specific schedule entries. There may be some retention periods and disposition requirements within this schedule that fail to account for all relevant factors and there may be some important record series not addressed here which need to be added. The Local Records Program welcomes all comments and suggestions concerned with improvement of record retention schedules through modifications and additions.

**For further information on any records management or preservation issue, please contact:**

Missouri Secretary of State
Local Records Preservation Program
PO Box 1747, Jefferson City, MO 65101-1747
Telephone: (573) 751-9047
local.records@sos.mo.gov

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See also the General Records Retention Schedule, Ambulance District Records Retention Schedule, Fire District Records Retention Schedule, Hospital and Health District Records Retention Schedule, Library Records Retention Schedule; Police Clerk Records Retention Schedule, County Clerk-Election Authority Records Retention Schedule.

# Administrative Records

### 0001 — Accident Report Files

*Also Called:*
*Function:* Reports describing accidents involving city employees resulting in personal injury
*Content:* May include copies of Workers' Compensation claims
*Retention:* 5 years after case concluded
*Disposition:* Destroy securely
*Note:*
*Approval Date:*

### 0003 — Annexation Records

*Also Called:*
*Function:* Records used to annex property into city boundaries
*Content:* May include correspondence, petitions, maps, surveys, and official annexation action.
*Retention:* 6 years after recorded in minutes
*Disposition:* Destroy
*Note:*
*Approval Date:*

### 0008.2 — Budget Adjustments

*Also Called:*
*Function:* Records documenting the transfer of or supplemental appropriation to departmental monies during the fiscal year
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

### 0012 — City Seal

*Also Called:*
*Function:* Records documenting the current and past city seals
*Content:*
*Retention:* Permanent
*Disposition:* Archive; microfilm for preservation
*Note:*
*Approval Date:*

### 0015.1 — Maintenance Guarantee Bonds (Private Development)

*Also Called:*
*Function:*
*Content:*
*Retention:* Term of contract plus term of bond plus 4 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0020** **Employee Suggestion Forms**

*Also Called:*
*Function:* Records for suggestions by employees for programs, awards, or administrative action
*Content:*
*Retention:* Destroy when no longer of administrative value
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0022** **Franchises: Utilities, Cable TV, etc.**

*Also Called:*
*Function:* Records regarding franchises granted by the city to utility companies or other non-public organizations permitting them to provide services within the city. NOTE: VITAL RECORDS: see introduction for further guidance
*Content:*
*Retention:* Expiration/cancellation of franchise plus 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0024** **Historic Preservation Files**

*Also Called:*
*Function:* Records relating to historical preservation programs and projects in the city, be it individual historical structures or a district of the city
*Content:* May include correspondence, plans, studies, progress reports, and grant records
*Retention:* Permanent for historical purposes
*Disposition:* Archive; microfilm for preservation
*Note:*
*Approval Date:*

**0028** **Land Trust Property Record**

*Also Called:*
*Function:*
*Content:*
*Retention:*
*Disposition:*
*Note:* Removed, see General Records Retention Schedule, GS 103 Land Trust Property Records
*Approval Date:*

**0029** **Landfill Files**

*Also Called:* City Dump Records
*Function:* Records dealing with the conception, implementation, and running of the city landfill
*Content:* May include studies, costs, appraisals, testing, regulations, applications and reports of local, state, or federal agencies
*Retention:* Permanent
*Disposition:* Archive; microfilm for preservation
*Note:*
*Approval Date:*

**0029a** **Landfill Files Certificate of Insurance**

*Also Called:*
*Function:* Records to verify that a hauler has insurance coverage and indicates the amount of coverage; submitted annually by the company and have an annual expiration date
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0030 Landfill Fee Records

*Also Called:* Daily Solid Waste Record; Solid Waste Tonnage Fee Form
*Function:* Documents the quantity of waste material subject to fees, the dollar amount of fees collection, the collection costs incurred and the total dollar amount of waste tonnage fees.
*Content:* May include: time shipment received or sent, name of individual or company transporting, type of waste, name and address of disposal area to which waste is transported, payment received or due.
*Retention:* 3 Years
*Disposition:* Destroy
*Note:* See RSMo 260.330; 10 CSR 80-2.80
*Approval Date:* August 25, 2015

## 0039 Petitions

*Also Called:*
*Function:* Petitions signed by citizens requesting action by the city on issues of concern
*Content:* May include petitions of initiative, referendum, recall, vacation of public rights of way, etc.
*Retention:* 5 years, retain vacation of public rights of way with ordinances
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0043 Proclamations

*Also Called:*
*Function:* All official proclamations issued by the mayor, board, or council
*Content:*
*Retention:* 1 year after recorded in official minutes, if not in minutes, retain permanently
*Disposition:* Destroy those records not permanent, archive and microfilm those that are permanent
*Note:*
*Approval Date:*

## 0048 Index of Files

*Also Called:*
*Function:* Index relating to all city files, often organized by major categories of records
*Content:*
*Retention:* Permanent
*Disposition:* Archive
*Note:*
*Approval Date:*

## 0054 County Recording (official): Plats, Ordinances, Contracts, etc.

*Also Called:*
*Function:* Register of official recording activity with County Recorder and Secretary of State. NOTE: VITAL RECORDS - see introduction for further guidance
*Content:*
*Retention:* Permanent
*Disposition:* Archive
*Note:*
*Approval Date:*

## 0057 Lost and Found

*Also Called:*
*Function:* List of articles turned into the office
*Content:* Date found, date released or other disposition
*Retention:* 5 years, including audit
*Disposition:* Destroy
*Note:*
*Approval Date:*

# Animal Control Records

## 0101 Animal Bite Records

*Also Called:*
*Function:* Records documenting any animal biting incident
*Content:* May include type of animal inflicting the bite, animal's owner, animal's history, name and address of patient, date bitten, location of wound, attending physician, treatment and results of observation of animal for signs of rabies
*Retention:* 2 years after bite report
*Disposition:* Destroy securely
*Note:*
*Approval Date:*

## 0102 Animal Control Cards

*Also Called:*
*Function:* Records documenting the history of every animal received at the shelter
*Content:* May include record of capture, identifying information, animal's condition, whether animal is claimed or unclaimed, and disposition of the case
*Retention:* 2 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0104 Investigation Logs and Reports

*Also Called:*
*Function:* Chronological record of investigations of incidents and cases handled by animal control officers
*Content:* May include location of capture, action taken, case number, and by who case was initiated
*Retention:* 2 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0105 Pet and Animal Licenses or Permits

*Also Called:* Dog License
*Function:* Records documenting all licensed animals in the city
*Content:*
*Retention:* 5 years after expiration
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0107 Animal Control Enumeration Records

*Also Called:*
*Function:* Periodic count and registration of all animals and pets in the city subject to immunization and licensing
*Content:*
*Retention:* 3 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0108** **Ownership Verification Records, Animals**

*Also Called:*
*Function:* Records necessary to reclaim an animal when a summons has been issued
*Content:*
*Retention:* 2 years after court date
*Disposition:* Destroy
*Note:*
*Approval Date:*

# Building Codes Records

**0205** **Certificates of Occupancy File**

*Also Called:*
*Function:* Records that certify that a building complies with the minimum standards required by state and local laws
*Content:* May include building name, location, occupancy, classification land limitation, date issued, fee, building permits and fee schedules
*Retention:* Permanent until superseded
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0207** **Dangerous Building File**

*Also Called:*
*Function:* Records relating to the demolition and boarding of buildings deemed unfit for human habitation by building inspectors.
*Content:* May include building reports, letters to property owners, and demolition documents. May include copies of contracts and payment documents.
*Retention:* 5 years after assessment is paid if building/structure is demolished or boarded-up by the city. All other demolitions or boardings of buildings by owner, 1 year after case is closed.
*Retention Change:*
*Disposition:* Destroy
*Note:*
*Approval Date:* August 28, 2012

**0208** **Monthly Reports of Building Permits Issued File**

*Also Called:*
*Function:* Records compiled for the U.S. Bureau of the Census on the number of residential and commercial building permits issued and local public construction
*Content:*
*Retention:* 3 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0210** **Standardized Building Codes**

*Also Called:*
*Function:* Printed code books containing standard codes used in the enforcement of building construction by city building inspectors
*Content:*
*Retention:* Permanently as revised and updated - for administrative, legal, and historical purposes
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0211** **Street Address Log**

*Also Called:* Street Information Card; Street Number Locator Book
*Function:* Master list of current streets and house numbers
*Content:* May include street number and lot number
*Retention:* Until superseded or no longer needed for reference
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0215** **Certificate of Compliance: Building Codes**

*Also Called:*
*Function:*
*Content:*
*Retention:* Until superseded
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0217** **Building Code Inspection and Enforcement File**

*Also Called:* Elevator Code Inspection; Mechanical Code Inspection; Plumbing Code Inspection; Property Maintenance Code Inspection; Electrical Code Inspection; Fire and Life Safety Code Inspection; Inspection File; Playground Inspection; Fire Hydrant Inspection; Automatic Alarm Test and Maintenance File
*Function:* Records used in the inspection, enforcement, and possibly certification of building codes
*Content:*
*Retention:* 5 years, or 5 years after defects corrected
*Disposition:* Destroy
*Note:*
*Approval Date:*

## Cemetery Records

**0303** **Cemetery Register**

*Note:* Removed to General Records Retention Schedule GS 109
*Approval Date:* August 21, 2018

**0304** **Deed Books**

*Note:* Removed to General Records Retention Schedule GS 110
*Approval Date:* August 21, 2018

**0305** **Interment Record Cards**

*Note:* Removed to General Records Retention Schedule GS 111
*Approval Date:* August 21, 2018

## Financial and Accounting Records

**0704** **Bank Loans Files**

*Also Called:*
*Function:* Records documenting outstanding financial obligations incurred by the city in the form of bank loans
*Content:*
*Retention:* Until cancellation of loan plus 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0706 Bonds and Coupons

*Also Called:*
*Function:* Records documenting retired individual bonds and their coupons
*Content:*
*Retention:* 5 years after cancellation date, plus completion of an outside audit
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0706.1 Bonds and Coupons: City Reconciliation Files

*Also Called:*
*Function:* For registered and non-registered bonds, records of individual issue statements from the bank, combined with municipal working papers used to reconcile the payment of bonds to the general ledger
*Content:*
*Retention:* 10 years after final maturity of bond issue
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0707 Bonds Issued

*Also Called:*
*Function:* Records relating to the financing of municipal projects through bonded indebtedness; NOTE: VITAL RECORDS: see Introduction for further guidance
*Content:* May include proposals, audits, correspondence, signed contracts pertaining to the project, and the original financial instruments or copies of them including bond transcripts, affidavits of publications, and ordinances authorizing the sale of the bonds
*Retention:* 10 years after final maturity; Rejected Proposals, 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0713 Depreciation Schedules File

*Also Called:*
*Function:* Records that document the useful life of city-owned equipment and property for capital equipment budgeting and other financial planning and control purposes
*Content:*
*Retention:* Life of equipment plus 3 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0714a Financial Disclosure (non campaign)

*Also Called:*
*Function:* Pertains to records created prior to January 1, 1991 when the State Financial Disclosure Law became effective; declaration of financial records of employees who make binding decisions, issue licenses and permits, and have the power to contract or are empowered to adopt rules and regulations
*Content:*
*Retention:* 5 years after the person filing the information leaves office
*Disposition:* Destroy securely
*Note:*
*Approval Date:*

**0717** **Journal Entries, Journal Vouchers**

*Also Called:*
*Function:* Records of adjustments to financial accounts and created in order to balance the city's books; NOTE: VITAL RECORDS: see Introduction for further guidance
*Content:* May include debits, credits, reason for adjustment, date, and amount
*Retention:* 5 years
*Disposition:* Destroy securely
*Note:*
*Approval Date:*

**0718** **Motor Fuel Usage Reports File**

*Also Called:*
*Function:* Documentation of gasoline, oil, and diesel fuel used by city vehicles
*Content:* May include logs or other records documenting miles on city motor vehicles, gallons of fuel used, person taking fuel, department of vehicle, and bills or invoices
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0720** **Street Paving File: Special Assessment Files**

*Also Called:*
*Function:* Records used to account for street paving funds, verifying revenue contributions from citizens
*Content:* May include street, property owner's name, amount due, and date of paving
*Retention:* 5 years after last collection
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0730a** **Victory Tax Withholding Record**

*Also Called:*
*Function:* This was a World War II-era record and is no longer generated
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:* Obsolete record series
*Approval Date:*

**0734a** **Convention and Tourism Tax Return**

*Also Called:*
*Function:* Records documenting all tourism tax collected from food establishments and hotel/motels covered by a municipal convention and tourism ordinance
*Content:* May include quarterly, monthly, and quarterly-monthly returns showing gross receipts, gross adjustments, calculated taxable sales and penalties, interest due, amount due, and amount paid
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0742** **Ad Valorem Tax Records**

*Also Called:*
*Function:* Listing of merchants and manufacturers or professional establishments for purposes of collecting certain taxes; record has been discontinued
*Content:*
*Retention:* 6 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0743 Building Inspection Sheet File

*Also Called:*
*Function:* Copies of building permits used for appraisal purposes based on property improvements
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0745 Delinquent Tax Report Files

*Also Called:*
*Function:* Record showing residents who owe delinquent real estate and personal property taxes to the city
*Content:* May include name, legal description of property, amount due, amount paid, penalty, interest, and Certificate of Redemption
*Retention:* 6 years except certificate of redemption, which need only be retained 2 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0746 Earnings Tax Records

*Also Called:*
*Function:* Records that document earnings taxes collected from residents and employees who work within the city limits; collected in certain cities
*Content:* May include Employees Quarterly Report of Taxes withheld and information such as W-
*Retention:* 5 years including audit
*Disposition:* Destroy securely
*Note:*
*Approval Date:*

## 0747 Personal Property Tax Records

*Also Called:*
*Function:* A record of residents who owe city taxes on personal property
*Content:* May include name, property, assessed value, and amount owed
*Retention:* 6 years; evaluate for historical purposes
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0747.1 Intangible Property Tax

*Also Called:*
*Function:* Records associated with financial institution tax or other types of intangible property taxation.
*Content:* May include name, taxes levied and payments made.
*Retention:* 6 years
*Disposition:* Destroy securely
*Note:*
*Approval Date:*

## 0747.2 Poll/Road Tax

*Also Called:*
*Function:* A list of residents in certain road districts or areas that owe taxes or labor for road improvements
*Content:* May include name, address, district, and amount of tax paid or labor done
*Retention:* Permanent (this record is no longer generated and is a historic record)
*Disposition:* Archive, microfilm for preservation
*Note:*
*Approval Date:*

## 0748 Real Property Transfer Slips

*Also Called:*
*Function:* Records from the assessor and collector relating to the transfer of property from an individual or company to another individual or company
*Content:*
*Retention:* 3 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0749 Real Estate Tax Records

*Also Called:*
*Function:* Records documenting the collection of real estate taxes from city residents
*Content:* May include name, property description, valuation, taxes owed, date paid, amount paid, copies of building inspection and permit records which have altered the value of the property or cross-reference notations to such files, and possibly records relating to circuit breaker provisions for those who qualify
*Retention:* 6 years; evaluate for historical purposes
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0750 Special Tax Assessments

*Also Called:*
*Function:* Records pertaining to special tax assessments for road, street, sewer connection services, etc. where the property owner may be charged for certain improvements of services
*Content:*
*Retention:* 6 years after due date and final payment
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0752 Tax Anticipation Notes

*Also Called:*
*Function:* All records relating to tax anticipation
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0753 Tax Assessment Files

*Also Called:*
*Function:* Records relating to assessments for real estate taxes
*Content:* May include name, property description, and working papers used to arrive at assessed valuation
*Retention:* 6 years including audit
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 0753a Withholding Coupons, RD 130

*Also Called:*
*Function:* Vouchers used in Kansas City when taxpayers remit withholding tax payments
*Content:* May include name, FID number, account number, tax period, and amount of payment; coupons are later compiled and reconciled on other forms (RD 110 and 113) which are kept for 5 years
*Retention:* 1 year
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0756** **Bonds: Performance/Capital Projects**

*Also Called:*
*Function:*
*Content:*
*Retention:* Term of bond plus 10 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0756.1** **Performance Bond (Private Development of Streets, Sidewalks, Sewers, etc.)**

*Also Called:*
*Function:*
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0757** **Bonds: Maintenance Guarantee (Capital projects)**

*Also Called:*
*Function:*
*Content:*
*Retention:* Term of contract statute of limitations
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0758.1** **Bond For Lost Checks or Warrants**

*Also Called:*
*Function:* Documents that support the reissuance of payment to cover lost or stolen city issued checks or warrants
*Content:* May include statements by payees that they have not received or have not cashed the check or warrant in question, as well as a notice to stop check or payment
*Retention:* 5 years
*Disposition:* Destroy securely
*Note:*
*Approval Date:*

**0764** **Surplus Property**

*Also Called:* Surplus Personal Property; Surplus Real Property
*Function:* Records pertaining to property owned by the city that has been declared surplus
*Content:* May include declarations, advertisements, notices, and transfer papers
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0767** **Drivers Listing (Fee Office)**

*Also Called:*
*Function:* A daily listing of all transactions pertaining to drivers licenses; this is a copy of the original sent to the Department of Revenue
*Content:*
*Retention:* 2 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0768** **Audit Copies (Fee Office)**

*Also Called:*
*Function:* Copies of title applications and license renewals; originals are a permanent record in the Department of Revenue
*Content:*
*Retention:* 2 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0769** **Rejections (Fee Office)**

*Also Called:*
*Function:* Notice of correction required from the Department of Revenue concerning an error on an original transaction
*Content:*
*Retention:* 2 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0770** **Daily Report Sheet (Fee Office)**

*Also Called:*
*Function:* Internal planning report combining motor vehicle and drivers information
*Content:*
*Retention:* As long as has reference value
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0772** **Refuse Rebate Application**

*Also Called:*
*Function:* Requests made by apartment complex owners to obtain reimbursement by the city for private refuse collections
*Content:*
*Retention:* 5 years after application becomes inactive
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0773** **Data Entry Coding**

*Also Called:*
*Function:* Record of transactions to be entered in computer database files (used for updating files such as financial accounting maintenance)
*Content:*
*Retention:* 5 years after all defects have been corrected
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0774** **Remittance Advices**

*Also Called:*
*Function:*
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**0801** **Food Handler Inspection Records**

*Also Called:*
*Function:*
*Content:*
*Retention:* 5 years after approved inspection
*Disposition:* Destroy
*Note:*
*Approval Date:*

## Parks and Recreation Records

**1001** **Maintenance: Parks, Parkways, and Recreation Areas**

*Also Called:*
*Function:*
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## Forestry and Landscaping Records

**1010** **Tree and Shrub Planting and Maintenance File**

*Also Called:*
*Function:* Records describing the planting and maintenance of trees and shrubs on city-owned property
*Content:* May include tree and shrub location, type, date of planting, and maintenance
*Retention:* Permanent as updated or revised
*Disposition:* Destroy outdated material
*Note:*
*Approval Date:*

**1011** **Horticulture/Greenhouse Planting and Maintenance File**

*Also Called:*
*Function:* Records describing short-lived annuals and perennials planted on city-owned property
*Content:* May include plant location, type, date of planting, and maintenance
*Retention:* 3 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## Plans and Zoning

**1201** **Development (Land) and Applications**

*Also Called:*
*Function:*
*Content:*
*Retention:* Permanent
*Disposition:* Archive; microfilm for preservation
*Note:*
*Approval Date:*

**1202a** **Field Notes (Survey)**

*Also Called:*
*Function:* Written records, usually involving legal descriptions, accompanying surveys of property within the city limits
*Content:* May include legal description of property, date of survey, and name of surveyor
*Retention:* Permanent
*Disposition:* Archive; microfilm for preservation
*Note:*
*Approval Date:*

**1203** **Rezoning Requests**

*Also Called:* Application for Zoning Determination
*Function:* Applications for rezoning
*Content:* May include surveys, correspondence, petitions, and meeting minutes
*Retention:* Accepted request - Permanent; denied requests - 5 Years; withdrawn request that have been publicized, placed on an agenda, or heard - 5 Years*
*Disposition:* Permanent records - archive, microfilm for preservation; denied records - destroy
*Note:* *If withdrawn before being publicized, scheduled, or heard, may be treated as non-record and destroyed.
*Approval Date:* Revised August 19, 2014

**1204** **Variance Requests: Building and Zoning Requirements**

*Also Called:*
*Function:* Applications for variance and supporting documents
*Content:* May include surveys, correspondence, petitions, and meeting minutes
*Retention:* Approved request - permanent; denied request - 5 years; withdrawn request that have been publicized, placed on an agenda, or heard - 5 Years*
*Disposition:* Permanent records - archive, microfilm for preservation; denied records - destroy
*Note:* *If withdrawn before being publicized, scheduled, or heard, may be treated as non-record and destroyed.
*Approval Date:* Revised August 19, 2014

**1205** **Zoning Violations: Written Notice (Citation)**

*Also Called:*
*Function:*
*Content:* May include petitions, notices of violation to the zoning board, correspondence, and meeting minutes
*Retention:* 5 years after correction of violation
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1206** **Zoning Notices From County**

*Also Called:* Written Notice of Public Hearing
*Function:*
*Content:*
*Retention:* 5 Years From Date Received
*Disposition:* Destroy
*Note:*
*Approval Date:*

# Public Works Records (Streets, Sewer, Refuse, Etc.)

## 1301 Engineering Drawings and Blueprint File

*Also Called:*
*Function:* As-built engineering drawings and blueprints of all facilities owned or managed by the city NOTE: VITAL RECORDS: See Introduction for further guidance
*Content:* May include maps of streets, highways, water lines, sewage treatment plants, utilities, and other municipal facilities
*Retention:* Permanent
*Disposition:* Archive; microfilm for preservation
*Note:*
*Approval Date:*

## 1302 Laboratory Reports: Sewage, Water, Etc.

*Also Called:* Bacteriological Reports, Bact-Ts
*Function:* Results of tests done on waste water and filtered water regulated by the city
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1303 State and Federal Compliance Reports: Waste Water Treatment Plant

*Also Called:*
*Function:* Reports filed with state and federal agencies monitoring the city's compliance with government regulations
*Content:* May include applications, recycling permits and reports, water treatment permits and reports, and other permits for solid waste and sewage treatment lagoon processes
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1304 Sewage Treatment Monitoring Reports

*Also Called:*
*Function:* Records used to monitor and report on the operations of the city sewage treatment plant and sewage treatment lagoons
*Content:* May include lab reports and amounts of waste processed by the system
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1306 Street Paving Log Book

*Also Called:*
*Function:* Provides a record of street maintenance
*Content:* May include a summary of streets paved listing street name, material used, cost, date, and other related information
*Retention:* 10 years after last entry in book
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1317** **City-owned Buildings Plan**

*Also Called:*
*Function:*
*Content:* May include plans and specifications for city buildings
*Retention:* Life of structure; evaluate for historical value
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1317a** **Structure Inventory and Appraisal Sheet**

*Also Called:*
*Function:*
*Content:*
*Retention:* Permanent and update for the life of the inventory
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1318** **Equipment, Public Works Check In/Out Cards**

*Also Called:*
*Function:* Record of municipal public works equipment temporarily removed on a regular or periodic basis from its authorized place of storage
*Content:* Possibly may include type of vehicle or equipment, name of person checking it out, time of check-out, time returned, and any problems experienced
*Retention:* 2 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1322** **Street Design Improvement Files**

*Also Called:*
*Function:* Reports used to assess cause of accidents on city streets and make street design improvements in order to reduce accidents
*Content:* May include collision diagrams showing time, direction of approach, weather, type of accident, pavement, accident severity, time of year, type of vehicle, and related documents
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1323** **Backflow Prevention Testing Records**

*Also Called:*
*Function:* Documents tests to check for water contamination
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:* Department of Natural Resources mandated test, see 10 CSR 60-11
*Approval Date:* August 28, 2012

# Special Facilities Records

## 1401 Event Files

*Also Called:*
*Function:* Records relating to the leasing of municipal facilities to various groups
*Content:* May include scheduling, license checklist, equipment rental requests and invoices, contracts, licenses, seating charts, floor plans, work orders, and sales and service reports
*Retention:* 5 years after expiration or cancellation of lease
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1402 Special Facilities Regulations

*Also Called:*
*Function:* City, state, and federal regulations unique to the operation of a municipally owned facility
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1403/1404 Facility Event and Recreation Program Scheduling and Reservation File

*Also Called:*
*Function:*
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1405 Schedule of Admission and Use Fees and Charges

*Also Called:*
*Function:*
*Content:*
*Retention:* 5 years after superseded
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1406 Trust Fund and Event Control Card

*Also Called:*
*Function:* Record of total projected amount of rental fee paid by lessee of city-owned facilities, which is held in a trust fund until completion of contract; account is closed after funds are transferred to the city
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

# Transportation and Transit Records

## 1501 Bus Route Planning File

*Also Called:*
*Function:* Records used to establish and modify the city transit route system
*Content:* May include ridership projection studies, maps, population surveys, schedule plans and modifications
*Retention:* 10 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1502 Charter Bus Service Files

*Also Called:*
*Function:* Records used in managing charter rentals of transit system buses to private groups
*Content:* May include charter rentals, agreements, invoice statements, receipts, and correspondence.
*Retention:* 3 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1503 Daily Bus Passenger Reports / Drivers Daily Checklist

*Also Called:*
*Function:* A summary report documenting ridership and usually statistics of all buses per bus route in the city transit system
*Content:* May include operator name, number and type of fares, condition and appearance of airport shuttle buses and any maintenance problems
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1504 Transit Operation Receipts Summary Reports

*Also Called:*
*Function:* Reports documenting total fares received
*Content:* May include daily and monthly fares, ridership, revenue, route information, and fuel usage
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1506 Traffic Signals Intersection File

*Also Called:*
*Function:* Records related to traffic planning
*Content:* May include studies, drawings of traffic controllers and intersections, signal permits, timing progressions, and turning count totals used for traffic control
*Retention:* 10 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

# Airport Records

## 1507 Airports and Aviation Regulations

*Also Called:*
*Function:* Municipal, state, and federal regulations unique to the operation of a municipally owned airport
*Content:*
*Retention:* Permanent
*Disposition:* Archive
*Note:*
*Approval Date:*

## 1508 Airports: Crash Rescue Operations

*Also Called:*
*Function:*
*Content:* May include a daily station log listing incidents and action taken, monthly activity reports documenting activities such as responses, inspections, vehicle mileage and maintenance, tours, and agents
*Retention:* 5 Years and review for historical significance
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1509 Airport Safety Officer's Reports and Logs

*Also Called:*
*Function:* Record that reports incidents relevant to the safety operations of the airport
*Content:* May include first aid reports, daily logs, incident reports, photographs, and safety officer's court appearance file
*Retention:* 7 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1510 Security Gate Entrance Application and Card File

*Also Called:*
*Function:* Records regarding clearance badges allowing badge holder entrance to the operations area
*Content:*
*Retention:* 5 years after termination or retirement of the badge holder
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1511 Screening Activities Report

*Also Called:*
*Function:* Monthly report to FAA of all passengers boarded, detailing apprehensions for CCW (carrying concealed weapon)
*Content:*
*Retention:* 6 months - subject to FAA regulations
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1512** **Airport Condition and Inspection Reports**

*Also Called:*
*Function:* Daily reports required by the FAA
*Content:* May include the Light Inspection Report, Airfield Inspection Report, and Field Condition Report (NOTAM - Notice to Airmen)
*Retention:* 6 months - subject to FAA regulations
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1513** **Airport Pavement Maintenance Survey Records**

*Also Called:* Airport Pavement Maintenance Inspection Records
*Function:* Documents pavement maintenance management program
*Content:* Inspection date; Location; Pavement Distress Type; Maintenance Scheduled or Performed
*Retention:* 5 Years
*Disposition:* Destroy
*Note:* Per the Federal Aviation Administration: Public Law 103-305, section 107, amended Title 49, Section 47105, of the United States Code
*Approval Date:* August 24, 2010

## Utilities (Gas, Electric, Water, Steam)

**1601** **Cathode Protection File**

*Also Called:*
*Function:* Records created and used in maintaining metal pipes
*Content:* May include installation documents of anodes, test stations, rectifiers, and ground beds
*Retention:* Until superseded or obsolete
*Disposition:* Destroy
*Note:* Cathodic protection is a technique used to control surface corrosion for water and gas pipelines
*Approval Date:* Revised, August 20, 2013

**1602** **Customer Account Card File**

*Also Called:*
*Function:* Records showing a billing and payment history of all customers using city utilities
*Content:* May include customer name and address, date account was opened, consumption, billing and payment history, date of account closure
*Retention:* 5 years after last entry
*Disposition:* Destroy securely
*Note:*
*Approval Date:*

**1603** **Customer Service Deposit File**

*Also Called:*
*Function:* A record of whether a resident paid a utility deposit, and amount
*Content:* May include customer name, address, account number, amount of deposit for connection, bills owed, cash stubs, book listings, and refunds of deposits for service terminations
*Retention:* 2 years after deposit is refunded
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1604** **Electricity Purchase Reports**

*Also Called:* Transportation Charge; Wheeling Charge
*Function:* Records showing daily and monthly electricity purchased to meet demand
*Content:* May include invoice for transportation charge, capacity charge and total energy charge in megawatts, kilowatts and dollars
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:* Revised, August 20, 2013

**1605** **Filter Plant Files**

*Also Called:*
*Function:* Monitoring data relating to the operation of the city filtration plant
*Content:* May include daily logs, reports, lab and test reports, test results, quality control procedures, etc.
*Retention:* 3 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1606** **Federal Reports: Gas System**

*Also Called:*
*Function:* Reports filed with the U. S. Department of Transportation documenting the number of miles of gas mains in the system
*Content:* May include description of pipe system, extent of cathodically protected system, number of leaks in mains, and services performed during the year
*Retention:* 20 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1607** **Gas Leak File**

*Also Called:* Leak Repair Records; Line Break Records; Leakage Survey; Line Patrol Record; Gas Line Inspection Record
*Function:* Records documenting any leaks and repairs made to the gas line; report required for federal reporting compliance purposes
*Content:*
*Retention:* For records relating to leaks, inspections and repairs of transmission lines, Service Life of Line; For feeder lines, mains, service lines and other records, 6 Years
*Disposition:* Destroy
*Note:* See 4 CSR 240-40 (13)(F)
*Approval Date:* Revised, August 20, 2013

**1608** **Gas Purchase Reports**

*Also Called:*
*Function:* Records documenting the quantity of natural gas purchased from distributors and used in the municipal gas system
*Content:*
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

**1609** **Gas Tap Records**

*Also Called:* Gas Work Orders
*Function:* Work orders used to initiate gas service with new customers
*Content:*
*Retention:* Until superseded
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1610 Meter Books

*Also Called:*
*Function:* Record documenting consumption statistics gathered when meters are read
*Content:* May include make of meter, size, number, street, customer's name and address, readings, etc.
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1611 Meter Reading Summary Reports

*Also Called:*
*Function:* Monthly summary of meter readings by customer account number for utility consumption
*Content:* May include old and new readings and actual consumption
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1612 Odorant Usage Reports

*Also Called:*
*Function:* A compliance report filed with the Department of Transportation tracking odorants added to natural gas
*Content:* May include odor level sampling reports, rectifier readings, and inspections which record levels of odorant
*Retention:* 5 years
*Disposition:* Destroy
*Note:*
*Approval Date:*

## 1614 Service Interruption Records

*Also Called:* Service Interruption Log Book
*Function:* Records documenting the interruption of utility services
*Content:* May include date of incident, name of person reporting, location, actions taken, and result
*Retention:* 3 Years
*Disposition:* Destroy
*Note:*
*Approval Date:* Revised, August 20, 2013

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# CITY OF RAYTOWN
## Request for Board Action

**Date: November 15, 2018** **Bill No.: 6492-18**
**To: Mayor and Board of Aldermen** **Section No.: IV-A**
**From: Teresa Henry, City Clerk**

**Department Head Approval:** _____

**City Administrator Approval:** _____

**Action Requested:** Approve bill which will align the City of Raytown, Missouri Open Records Ordinance with Missouri Revised State Statute Chapter 610 in its current form and as amended from time to time.

**Recommendation:** Approve as is.

**Analysis:** The City of Raytown, Missouri updated the Open Records Ordinance in June, 2011. In order to be compliant with all current Missouri Revised State Statutes regarding open records, it is Staff's opinion that the information attached, which was received from the State of Missouri, be adopted in its current form and as amended from time to time.

**Alternatives:** To continue to operate under outdated information.

**Budgetary Impact:** None.

**BILL NO. 6492-18** **ORDINANCE NO. _____** **SECTION NO. IV-A**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 1, SECTION 2-433 THROUGH SECTION 2-555 OF THE RAYTOWN MUNICIPAL CODE RELATING TO MEETINGS, ALIGNING SAID POLICY TO CORRESPOND WITH CHAPTER 610 OF THE MISSOURI REVISED STATUTES AS AMENDED FROM TIME TO TIME**

**WHEREAS**, Chapter 610 of the Missouri Revised Statues, "the Sunshine Law", governs certain actions of public governmental bodies; and

**WHEREAS**, the Board of Aldermen for the City of Raytown, Missouri, recognizes the need to update certain Sections of the Municipal Code to comply with Chapter 610 RSMo.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – REPEAL AND RE-ENACTMENT.** Chapter 2, Article VI, Sections 2-433 2-555 of the Raytown Municipal Code are repealed in their entirety and re-enacted as follows attached in Exhibit "A" and as amended from time to time.

**SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 4 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Joe Willerth, City Attorney

EXHIBIT A

**610.010. Definitions.** — As used in this chapter, unless the context otherwise indicates, the following terms mean:

(1) "**Closed meeting**", "**closed record**", or "**closed vote**", any meeting, record or vote closed to the public;

(2) "**Copying**", if requested by a member of the public, copies provided as detailed in section 610.026, if duplication equipment is available;

(3) "**Public business**", all matters which relate in any way to the performance of the public governmental body's functions or the conduct of its business;

(4) "**Public governmental body**", any legislative, administrative or governmental entity created by the Constitution or statutes of this state, by order or ordinance of any political subdivision or district, judicial entities when operating in an administrative capacity, or by executive order, including:

(a) Any body, agency, board, bureau, council, commission, committee, board of regents or board of curators or any other governing body of any institution of higher education, including a community college, which is supported in whole or in part from state funds, including but not limited to the administrative entity known as "The Curators of the University of Missouri" as established by section 172.020;

(b) Any advisory committee or commission appointed by the governor by executive order;

(c) Any department or division of the state, of any political subdivision of the state, of any county or of any municipal government, school district or special purpose district including but not limited to sewer districts, water districts, and other subdistricts of any political subdivision;

(d) Any other legislative or administrative governmental deliberative body under the direction of three or more elected or appointed members having rulemaking or quasi-judicial power;

(e) Any committee appointed by or at the direction of any of the entities and which is authorized to report to any of the above-named entities, any advisory committee appointed by or at the direction of any of the named entities for the specific purpose of recommending, directly to the public governmental body's governing board or its chief administrative officer, policy or policy revisions or expenditures of public funds including, but not limited to, entities created to advise bi-state taxing districts regarding the expenditure of public funds, or any policy advisory body, policy advisory committee or policy advisory group appointed by a president, chancellor or chief executive officer of any college or university system or individual institution at the direction of the governing body of such institution which is supported in whole or in part with state funds for the specific purpose of recommending directly to the public governmental

body's governing board or the president, chancellor or chief executive officer policy, policy revisions or expenditures of public funds provided, however, the staff of the college or university president, chancellor or chief executive officer shall not constitute such a policy advisory committee. The custodian of the records of any public governmental body shall maintain a list of the policy advisory committees described in this subdivision;

(f) Any quasi-public governmental body. The term "**quasi-public governmental body**" means any person, corporation or partnership organized or authorized to do business in this state pursuant to the provisions of chapter 352, 353, or 355, or unincorporated association which either:

a. Has as its primary purpose to enter into contracts with public governmental bodies, or to engage primarily in activities carried out pursuant to an agreement or agreements with public governmental bodies; or

b. Performs a public function as evidenced by a statutorily based capacity to confer or otherwise advance, through approval, recommendation or other means, the allocation or issuance of tax credits, tax abatement, public debt, tax-exempt debt, rights of eminent domain, or the contracting of leaseback agreements on structures whose annualized payments commit public tax revenues; or any association that directly accepts the appropriation of money from a public governmental body, but only to the extent that a meeting, record, or vote relates to such appropriation; and

(g) Any bi-state development agency established pursuant to section 70.370;

(5) "**Public meeting**", any meeting of a public governmental body subject to sections 610.010 to 610.030 at which any public business is discussed, decided, or public policy formulated, whether such meeting is conducted in person or by means of communication equipment, including, but not limited to, conference call, video conference, internet chat, or internet message board. The term "public meeting" shall not include an informal gathering of members of a public governmental body for ministerial or social purposes when there is no intent to avoid the purposes of this chapter, but the term shall include a public vote of all or a majority of the members of a public governmental body, by electronic communication or any other means, conducted in lieu of holding a public meeting with the members of the public governmental body gathered at one location in order to conduct public business;

(6) "**Public record**", any record, whether written or electronically stored, retained by or of any public governmental body including any report, survey, memorandum, or other document or study prepared for the public governmental body by a consultant or other professional service paid for in whole or in part by public funds, including records created or maintained by private contractors under an agreement with a public governmental body or on behalf of a public governmental body; provided, however, that

personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years. The term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body, unless such records are retained by the public governmental body or presented at a public meeting. Any document or study prepared for a public governmental body by a consultant or other professional service as described in this subdivision shall be retained by the public governmental body in the same manner as any other public record;

(7) "**Public vote**", any vote, whether conducted in person, by telephone, or by any other electronic means, cast at any public meeting of any public governmental body.

(L. 1973 S.B. 1 § 1, A.L. 1977 H.B. 130, A.L. 1978 H.B. 882, A.L. 1982 H.B. 1253, A.L. 1987 S.B. 2, A.L. 1993 H.B. 170, A.L. 1998 H.B. 1095, A.L. 2004 S.B. 1020, et al.)

(1979) Springfield board of public utilities is a "public governmental body" within the meaning of the Open Meetings Act. State ex rel. Board of Public Utilities v. Crow (A.), 592 S.W.2d 285.

(1984) A single member body may be a "governmental entity" for purposes of sunshine law, which is to be liberally construed in favor of open government. McLachlan v. McNary (Mo. App.), 684 S.W.2d 534.

(1996) Official meetings of federal governmental bodies are not subject to the Missouri Sunshine Act. In Re Kansas City Star Co., 73 F.3d 191 (8th Cir.).

(2002) For-profit telecommunications utility with the power of eminent domain, but without the power to tax, to formulate policies, or to promulgate statutes, ordinances, or regulations, does not constitute a public governmental body within meaning of section. Stewart v. Williams Communications, Inc., 85 S.W.3d 29 (Mo.App.W.D.).

8/28/2004

**610.011. Liberal construction of law to be public policy.** — 1. It is the public policy of this state that meetings, records, votes, actions, and deliberations of public governmental bodies be open to the public unless otherwise provided by law. Sections 610.010 to 610.200 shall be liberally construed and their exceptions strictly construed to promote this public policy.

2. Except as otherwise provided by law, all public meetings of public governmental bodies shall be open to the public as set forth in section 610.020, all public records of public governmental bodies shall be open to the public for inspection and copying as set

forth in sections 610.023 to 610.026, and all public votes of public governmental bodies shall be recorded as set forth in section 610.015.

(L. 1987 S.B. 2, A.L. 2004 S.B. 1020, et al.)

8/28/2004

***610.015. Votes, how taken.** — Except as provided in section 610.021, rules authorized pursuant to Article III of the Missouri Constitution and as otherwise provided by law, all votes shall be recorded, and if a roll call is taken, as to attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the public governmental body. Any votes taken during a closed meeting shall be taken by roll call. All public meetings shall be open to the public and public votes and public records shall be open to the public for inspection and duplication. All votes taken by roll call in meetings of a public governmental body consisting of members who are all elected, except for the Missouri general assembly and any committee established by a public governmental body, shall be cast by members of the public governmental body who are physically present and in attendance at the meeting or who are participating via videoconferencing. When it is necessary to take votes by roll call in a meeting of the public governmental body, due to an emergency of the public body, with a quorum of the members of the public body physically present and in attendance and less than a quorum of the members of the public governmental body participating via telephone, facsimile, internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting.

(L. 1973 S.B. 1 § 2, A.L. 1987 S.B. 2, A.L. 1993 H.B. 170, A.L. 1998 H.B. 1095, A.L. 2004 S.B. 1020, et al., A.L. 2013 S.B. 170)

*Effective 10-11-13, see § 21.250. S.B. 170 was vetoed July 2, 2013. The veto was overridden on September 11, 2013.

10/11/2013

**610.020. Notice of meetings, when required — recording of meetings to be allowed, guidelines, penalty — accessibility of meetings — minutes of meetings to be kept, content — voting records to be included.** — 1. All public governmental bodies shall give notice of the time, date, and place of each meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered, and if the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If a public body plans to meet by internet chat, internet message board, or other computer link, it shall post a notice of the meeting on its website in addition to its principal office and shall

notify the public how to access that meeting. Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a particular public governmental body concurrent with the notice being made available to the members of the particular governmental body and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting, or if no such office exists, at the building in which the meeting is to be held.

2. Notice conforming with all of the requirements of subsection 1 of this section shall be given at least twenty-four hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given. Each meeting shall be held at a place reasonably accessible to the public and of sufficient size to accommodate the anticipated attendance by members of the public, and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impractical. Every reasonable effort shall be made to grant special access to the meeting to handicapped or disabled individuals.

3. A public body shall allow for the recording by audiotape, videotape, or other electronic means of any open meeting. A public body may establish guidelines regarding the manner in which such recording is conducted so as to minimize disruption to the meeting. No audio recording of any meeting, record, or vote closed pursuant to the provisions of section 610.021 shall be permitted without permission of the public body; any person who violates this provision shall be guilty of a class C misdemeanor.

4. When it is necessary to hold a meeting on less than twenty-four hours' notice, or at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.

5. A formally constituted subunit of a parent governmental body may conduct a meeting without notice as required by this section during a lawful meeting of the parent governmental body, a recess in that meeting, or immediately following that meeting, if the meeting of the subunit is publicly announced at the parent meeting and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the parent governmental body.

6. If another provision of law requires a manner of giving specific notice of a meeting, hearing or an intent to take action by a governmental body, compliance with that section shall constitute compliance with the notice requirements of this section.

7. A journal or minutes of open and closed meetings shall be taken and retained by the public governmental body, including, but not limited to, a record of any votes taken

at such meeting. The minutes shall include the date, time, place, members present, members absent and a record of any votes taken. When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" vote or abstinence if not voting to the name of the individual member of the public governmental body.

(L. 1973 S.B. 1 § 3, A.L. 1982 H.B. 1253, A.L. 1987 S.B. 2, A.L. 1993 H.B. 170, A.L. 1998 H.B. 1095, A.L. 2004 S.B. 1020, et al.)

8/28/2004

**610.021. Closed meetings and closed records authorized when, exceptions. —** Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following:

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of a public government body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of section 610.011 , however, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record;

(2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental body shall be made public upon execution of the lease, purchase or sale of the real estate;

(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such

decision during the seventy-two-hour period before such decision is made available to the public. As used in this subdivision, the term "**personal information**" means information relating to the performance or merit of individual employees;

(4) The state militia or national guard or any part thereof;

(5) Nonjudicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;

(6) Scholastic probation, expulsion, or graduation of identifiable individuals, including records of individual test or examination scores; however, personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years;

(7) Testing and examination materials, before the test or examination is given or, if it is to be given again, before so given again;

(8) Welfare cases of identifiable individuals;

(9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;

(10) Software codes for electronic data processing and documentation thereof;

(11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid;

(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;

(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source;

(14) Records which are protected from disclosure by law;

(15) Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest;

(16) Records relating to municipal hotlines established for the reporting of abuse and wrongdoing;

(17) Confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter;

(18) Operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health. Financial records related to the procurement of or expenditures relating to operational guidelines, policies or plans purchased with public funds shall be open. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;

(19) Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety:

(a) Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open;

(b) When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;

(c) Records that are voluntarily submitted by a nonpublic entity shall be reviewed by the receiving agency within ninety days of submission to determine if retention of the document is necessary in furtherance of a state security interest. If retention is not necessary, the documents shall be returned to the nonpublic governmental body or destroyed;

(20) The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property;

(21) Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records

in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, a public governmental body for such computer, computer system, computer network, or telecommunications network shall be open;

(22) Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body. Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body;

(23) Records submitted by an individual, corporation, or other business entity to a public institution of higher education in connection with a proposal to license intellectual property or perform sponsored research and which contains sales projections or other business plan information the disclosure of which may endanger the competitiveness of a business; and

(24) Records relating to foster home or kinship placements of children in foster care under section 210.498 .

(L. 1987 S.B. 2, A.L. 1993 H.B. 170, A.L. 1995 H.B. 562, A.L. 1998 H.B. 1095, A.L. 2002 S.B. 712, A.L. 2004 S.B. 1020, et al., A.L. 2008 H.B. 1450, A.L. 2009 H.B. 191, A.L. 2013 H.B. 256, 33 & 305, A.L. 2018 S.B. 819)

CROSS REFERENCE:

Child's school records to be released to parents, attorney's fees and costs assessed, when, 452.375

(1988) Provisions of section 610.021 relating to closed meetings and votes does not apply to disciplinary actions against license holders and subject of disciplinary action may secure records pertaining to action from licensing agency. Christiansen v. State Bd. of Accountancy, 764 S.W.2d 943 (Mo.App.).

(1991) City properly labeled as personnel records investigative reports of police officers made in contemplation of disciplinary proceedings, and the city had the authority, under Missouri state law and city ordinances to close the records from public scrutiny. Wolfskill v. Henderson, 823 S.W.2d 112 (Mo. App.).

(2014) Organization's request for copies of state university course syllabi would involve reproduction and copying in violation of the Federal Copyright Act and thus was

exempt from disclosure under section. National Council of Teachers Quality v. Curators of the University of Missouri, 446 S.W.3d 723 (Mo.App.W.D.).

8/28/2018

**610.022. Closed meetings, procedure and limitation — public records presumed open unless exempt — objections to closing meetings or records, procedure.**

— 1. Except as set forth in subsection 2 of this section, no meeting or vote may be closed without an affirmative public vote of the majority of a quorum of the public governmental body. The vote of each member of the public governmental body on the question of closing a public meeting or vote and the specific reason for closing that public meeting or vote by reference to a specific section of this chapter shall be announced publicly at an open meeting of the governmental body and entered into the minutes.

2. A public governmental body proposing to hold a closed meeting or vote shall give notice of the time, date and place of such closed meeting or vote and the reason for holding it by reference to the specific exception allowed pursuant to the provisions of section 610.021. Such notice shall comply with the procedures set forth in section 610.020 for notice of a public meeting.

3. Any meeting or vote closed pursuant to section 610.021 shall be closed only to the extent necessary for the specific reason announced to justify the closed meeting or vote. Public governmental bodies shall not discuss any business in a closed meeting, record or vote which does not directly relate to the specific reason announced to justify the closed meeting or vote. Public governmental bodies holding a closed meeting shall close only an existing portion of the meeting facility necessary to house the members of the public governmental body in the closed session, allowing members of the public to remain to attend any subsequent open session held by the public governmental body following the closed session.

4. Nothing in sections 610.010 to 610.028 shall be construed as to require a public governmental body to hold a closed meeting, record or vote to discuss or act upon any matter.

5. Public records shall be presumed to be open unless otherwise exempt pursuant to the provisions of this chapter.

6. In the event any member of a public governmental body makes a motion to close a meeting, or a record, or a vote from the public and any other member believes that such motion, if passed, would cause a meeting, record or vote to be closed from the public in violation of any provision in this chapter, such latter member shall state his or her objection to the motion at or before the time the vote is taken on the motion. The public governmental body shall enter in the minutes of the public governmental body any objection made pursuant to this subsection. Any member making such an objection shall

be allowed to fully participate in any meeting, record or vote that is closed from the public over the member's objection. In the event the objecting member also voted in opposition to the motion to close the meeting, record or vote at issue, the objection and vote of the member as entered in the minutes shall be an absolute defense to any claim filed against the objecting member pursuant to section 610.027.

(L. 1987 S.B. 2, A.L. 1993 H.B. 170, A.L. 1998 H.B. 1095, A.L. 2004 S.B. 1020, et al.)

(1993) A school board's workshop designed to improve effective communication and group interaction did not violate open meetings law because no public business was discussed. Kansas City Star Co. v. Fulson, 859 S.W.2d 934 (Mo. App. W.D.).

8/28/2004

**610.023. Records of governmental bodies to be in care of custodian, duties — records may be copied but not removed, exception, procedure — denial of access, procedure.** — 1. Each public governmental body is to appoint a custodian who is to be responsible for the maintenance of that body's records. The identity and location of a public governmental body's custodian is to be made available upon request.

2. Each public governmental body shall make available for inspection and copying by the public of that body's public records. No person shall remove original public records from the office of a public governmental body or its custodian without written permission of the designated custodian. No public governmental body shall, after August 28, 1998, grant to any person or entity, whether by contract, license or otherwise, the exclusive right to access and disseminate any public record unless the granting of such right is necessary to facilitate coordination with, or uniformity among, industry regulators having similar authority.

3. Each request for access to a public record shall be acted upon as soon as possible, but in no event later than the end of the third business day following the date the request is received by the custodian of records of a public governmental body. If records are requested in a certain format, the public body shall provide the records in the requested format, if such format is available. If access to the public record is not granted immediately, the custodian shall give a detailed explanation of the cause for further delay and the place and earliest time and date that the record will be available for inspection. This period for document production may exceed three days for reasonable cause.

4. If a request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date that the request for the statement is received.

(L. 1987 S.B. 2, A.L. 1998 H.B. 1095, A.L. 2004 S.B. 1020, et al.)

8/28/2004

**610.024. Public record containing exempt and nonexempt materials, nonexempt to be made available — deleted exempt materials to be explained, exception.** — 1. If a public record contains material which is not exempt from disclosure as well as material which is exempt from disclosure, the public governmental body shall separate the exempt and nonexempt material and make the nonexempt material available for examination and copying.

2. When designing a public record, a public governmental body shall, to the extent practicable, facilitate a separation of exempt from nonexempt information. If the separation is readily apparent to a person requesting to inspect or receive copies of the form, the public governmental body shall generally describe the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.

(L. 1993 H.B. 170)

8/28/1993

**610.025. Electronic transmission of messages relating to public business, requirements.** — Any member of a public governmental body who transmits any message relating to public business by electronic means shall also concurrently transmit that message to either the member's public office computer or the custodian of records in the same format. The provisions of this section shall only apply to messages sent to two or more members of that body so that, when counting the sender, a majority of the body's members are copied. Any such message received by the custodian or at the member's office computer shall be a public record subject to the exceptions of section 610.021.

(L. 2004 S.B. 1020, et al.)

8/28/2004

**610.026. Fees for copying public records, limitations — fee money remitted to whom — tax, license or fee as used in Missouri Constitution Article X, Section 22, not to include copying fees.** — 1. Except as otherwise provided by law, each public governmental body shall provide access to and, upon request, furnish copies of public records subject to the following:

(1) Fees for copying public records, except those records restricted under section 32.091, shall not exceed ten cents per page for a paper copy not larger than nine by fourteen inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, the public governmental body shall produce the copies using

employees of the body that result in the lowest amount of charges for search, research, and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the public governmental body to provide an estimate of the cost to the person requesting the records. Documents may be furnished without charge or at a reduced charge when the public governmental body determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public governmental body and is not primarily in the commercial interest of the requester;

(2) Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices, and for paper copies larger than nine by fourteen inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff of the public governmental body required for making copies and programming, if necessary, and the cost of the disk, tape, or other medium used for the duplication. Fees for maps, blueprints, or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints, or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual costs of such programming.

2. Payment of such copying fees may be requested prior to the making of copies.

3. Except as otherwise provided by law, each public governmental body of the state shall remit all moneys received by or for it from fees charged pursuant to this section to the director of revenue for deposit to the general revenue fund of the state.

4. Except as otherwise provided by law, each public governmental body of a political subdivision of the state shall remit all moneys received by it or for it from fees charged pursuant to sections 610.010 to 610.028 to the appropriate fiscal officer of such political subdivision for deposit to the governmental body's accounts.

5. The term "**tax, license or fees**" as used in Section 22 of Article X of the Constitution of the State of Missouri does not include copying charges and related fees that do not exceed the level necessary to pay or to continue to pay the costs for providing a service, program, or activity which was in existence on November 4, 1980, or which was approved by a vote of the people subsequent to November 4, 1980.

(L. 1987 S.B. 2 § 610.025, A.L. 1998 H.B. 1095, A.L. 2004 S.B. 1020, et al.)

8/28/2004

**610.027. Violations — remedies, procedure, penalty, purposeful violations — validity of actions by governing bodies in violation — governmental bodies may seek interpretation of law, attorney general to provide.** — 1. The remedies provided by this

section against public governmental bodies shall be in addition to those provided by any other provision of law. Any aggrieved person, taxpayer to, or citizen of, this state, or the attorney general or prosecuting attorney, may seek judicial enforcement of the requirements of sections 610.010 to 610.026. Suits to enforce sections 610.010 to 610.026 shall be brought in the circuit court for the county in which the public governmental body has its principal place of business. Upon service of a summons, petition, complaint, counterclaim, or cross-claim in a civil action brought to enforce the provisions of sections 610.010 to 610.026, the custodian of the public record that is the subject matter of such civil action shall not transfer custody, alter, destroy, or otherwise dispose of the public record sought to be inspected and examined, notwithstanding the applicability of an exemption pursuant to section 610.021 or the assertion that the requested record is not a public record until the court directs otherwise.

2. Once a party seeking judicial enforcement of sections 610.010 to 610.026 demonstrates to the court that the body in question is subject to the requirements of sections 610.010 to 610.026 and has held a closed meeting, record or vote, the burden of persuasion shall be on the body and its members to demonstrate compliance with the requirements of sections 610.010 to 610.026.

3. Upon a finding by a preponderance of the evidence that a public governmental body or a member of a public governmental body has knowingly violated sections 610.010 to 610.026, the public governmental body or the member shall be subject to a civil penalty in an amount up to one thousand dollars. If the court finds that there is a knowing violation of sections 610.010 to 610.026, the court may order the payment by such body or member of all costs and reasonable attorney fees to any party successfully establishing a violation. The court shall determine the amount of the penalty by taking into account the size of the jurisdiction, the seriousness of the offense, and whether the public governmental body or member of a public governmental body has violated sections 610.010 to 610.026 previously.

4. Upon a finding by a preponderance of the evidence that a public governmental body or a member of a public governmental body has purposely violated sections 610.010 to 610.026, the public governmental body or the member shall be subject to a civil penalty in an amount up to five thousand dollars. If the court finds that there was a purposeful violation of sections 610.010 to 610.026, then the court shall order the payment by such body or member of all costs and reasonable attorney fees to any party successfully establishing such a violation. The court shall determine the amount of the penalty by taking into account the size of the jurisdiction, the seriousness of the offense, and whether the public governmental body or member of a public governmental body has violated sections 610.010 to 610.026 previously.

5. Upon a finding by a preponderance of the evidence that a public governmental body has violated any provision of sections 610.010 to 610.026, a court shall void any

action taken in violation of sections 610.010 to 610.026, if the court finds under the facts of the particular case that the public interest in the enforcement of the policy of sections 610.010 to 610.026 outweighs the public interest in sustaining the validity of the action taken in the closed meeting, record or vote. Suit for enforcement shall be brought within one year from which the violation is ascertainable and in no event shall it be brought later than two years after the violation. This subsection shall not apply to an action taken regarding the issuance of bonds or other evidence of indebtedness of a public governmental body if a public hearing, election or public sale has been held regarding the bonds or evidence of indebtedness.

6. A public governmental body which is in doubt about the legality of closing a particular meeting, record or vote may bring suit at the expense of that public governmental body in the circuit court of the county of the public governmental body's principal place of business to ascertain the propriety of any such action, or seek a formal opinion of the attorney general or an attorney for the governmental body.

(L. 1982 H.B. 1253, A.L. 1987 S.B. 2, A.L. 1990 H.B. 1395 & 1448, A.L. 1998 H.B. 1095, A.L. 2004 S.B. 1020, et al.)

8/28/2004

**610.028. Legal defense of members of governmental bodies, when — written policy on release of information required — persons reporting violations exempt from liability and discipline.** — 1. Any public governmental body may provide for the legal defense of any member charged with a violation of sections 610.010 to 610.030.

2. Each public governmental body shall provide a reasonable written policy in compliance with sections 610.010 to 610.030, open to public inspection, regarding the release of information on any meeting, record or vote and any member or employee of the public governmental body who complies with the written policy is not guilty of a violation of the provisions of sections 610.010 to 610.030 or subject to civil liability for any act arising out of his adherence to the written policy of the agency.

3. No person who in good faith reports a violation of the provisions of sections 610.010 to 610.030 is civilly liable for making such report, nor, if such person is an officer or employee of a public governmental body, may such person be demoted, fired, suspended, or otherwise disciplined for making such report.

(L. 1982 H.B. 1253, A.L. 1987 S.B. 2, A.L. 2004 H.B. 1548)

8/28/2004

**610.029. Governmental agencies to provide information by electronic services, contracts for public records databases, requirements, electronic services defined — division of data processing may be consulted.** — 1. A public governmental body keeping its records in an electronic format is strongly encouraged to provide access to its

public records to members of the public in an electronic format. A public governmental body is strongly encouraged to make information available in usable electronic formats to the greatest extent feasible. A public governmental body shall not enter into a contract for the creation or maintenance of a public records database if that contract impairs the ability of the public to inspect or copy the public records of that agency, including public records that are online or stored in an electronic record-keeping system used by the agency. Such contract shall not allow any impediment that as a practical matter makes it more difficult for the public to inspect or copy the records than to inspect or copy the public governmental body's records. For purposes of this section, a usable electronic format shall allow, at a minimum, viewing and printing of records. However, if the public governmental body keeps a record on a system capable of allowing the copying of electronic documents into other electronic documents, the public governmental body shall provide data to the public in such electronic format, if requested. The activities authorized pursuant to this section shall not take priority over the primary responsibilities of a public governmental body. For purposes of this section the term "**electronic services**" means online access or access via other electronic means to an electronic file or database. This subsection shall not apply to contracts initially entered into before August 28, 2004.

2. Public governmental bodies shall include in a contract for electronic services provisions that:

(1) Protect the security and integrity of the information system of the public governmental body and of information systems that are shared by public governmental bodies; and

(2) Limit the liability of the public governmental body providing the services.

3. Each public governmental body may consult with the information technology services division of the office of administration to develop the electronic services offered by the public governmental body to the public pursuant to this section.

(L. 1993 H.B. 170, A.L. 1998 H.B. 1095, A.L. 2004 S.B. 1020, et al., A.L. 2014 H.B. 1299 Revision)

8/28/2014

**610.030. Injunctive relief authorized. —** The circuit courts of this state shall have the jurisdiction to issue injunctions to enforce the provisions of sections 610.010 to 610.115.

(L. 1973 S.B. 1 § 5, A.L. 1982 H.B. 1253, A.L. 1998 H.B. 1095)

8/28/1998

**610.032. Executive agency disclosure of closed records, purpose, procedure — executive agency defined. —** 1. If an executive agency's records are closed by law, it may

not disclose any information contained in such closed records in any form that would allow identification of individual persons or entities unless:

(1) Disclosure of such information is made to a person in that person's official capacity representing an executive agency and the disclosure is necessary for the requesting executive agency to perform its constitutional or statutory duties; or

(2) Disclosure is otherwise required by law.

2. Notwithstanding any other provision of law to the contrary, including, but not limited to, section 32.057, such closed information may be disclosed pursuant to this section; however, the providing executive agency may request, as a condition of disclosing such information, that the requesting executive agency submit:

(1) The constitutional or statutory duties necessitating the disclosure of such information;

(2) The name and official capacity of the person or persons to whom such information will be disclosed;

(3) An affirmation that such information will be used only in furtherance of such constitutional or statutory duties; and

(4) The date upon which the access is requested to begin, when the request is for continuous access.

3. Any executive agency receiving such a request for closed information shall keep the request on file and shall only release such information to the person or persons listed on such request. If the request is for continuous access to such information, the executive agency shall honor the request for a period of one year from the beginning date indicated on such request. If the requesting executive agency requests such information for more than one year, the agency shall provide an updated request for closed information to the providing executive agency upon expiration of the initial request.

4. Any person receiving or releasing closed information pursuant to this section shall be subject to any laws, regulations or standards of the providing executive agency regarding the confidentiality or misuse of such information and shall be subject to any penalties provided by such laws, regulations or standards for the violation of the confidentiality or misuse of such information.

5. For the purposes of this section, "**executive agency**" means any administrative governmental entity created by the Constitution or statutes of this state under the executive branch, including any department, agency, board, bureau, council, commission, committee, board of regents or board of curators of any institution of higher learning supported in whole or in part by state funds, any subdivision of an executive agency, and any legally designated agent of such entity.

EXHIBIT A

(L. 1994 S.B. 685)

Effective 5-10-94

5/10/1994

**610.035. State entity not to disclose Social Security number, exceptions.** — No state entity shall publicly disclose any Social Security number of a living person unless such disclosure is permitted by federal law, federal regulation or state law or unless such disclosure is authorized by the holder of that Social Security number or unless such disclosure is for use in connection with any civil, criminal, administrative or arbitral proceeding in any federal, state or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state or local court. Notwithstanding any other provision of law to the contrary, the disclosure of Social Security numbers of deceased persons shall be lawful, provided that the state agency disclosing the information knows of no reason why such disclosure would prove detrimental to the deceased individual's estate or harmful to the deceased individual's living relatives. For the purposes of this section, "**publicly disclose**" shall not include the use of any Social Security number by any state entity in the performance of any statutory or constitutional duty or power or the disclosure of any Social Security number to another state entity, political subdivision, agency of the federal government, agency of another state or any private person or entity acting on behalf of, or in cooperation with, a state entity. Any person or entity receiving a Social Security number from any entity shall be subject to the same confidentiality provisions as the disclosing entity. For purposes of this section, "**state entity**"means any state department, division, agency, bureau, board, commission, employee or any agent thereof. When responding to any requests for public information pursuant to this chapter, any costs incurred by any state entity complying with the provisions of this section may be charged to the requester of such information.

(L. 1998 H.B. 1043 § 1, A.L. 1999 H.B. 453)

8/28/1999

**610.100. Definitions — arrest and incident records available to public — closed records, when — record redacted, when — access to incident reports, record redacted, when — action for disclosure of investigative report authorized, costs — application to open incident and arrest reports, violations, civil penalty — identity of victim of sexual offense — confidentiality of recording.** — 1. As used in sections 610.100 to 610.150, the following words and phrases shall mean:

(1) **"Arrest"**, an actual restraint of the person of the defendant, or by his or her submission to the custody of the officer, under authority of a warrant or otherwise for a

criminal violation which results in the issuance of a summons or the person being booked;

(2) **"Arrest report"**, a record of a law enforcement agency of an arrest and of any detention or confinement incident thereto together with the charge therefor;

(3) **"Inactive"**, an investigation in which no further action will be taken by a law enforcement agency or officer for any of the following reasons:

(a) A decision by the law enforcement agency not to pursue the case;

(b) Expiration of the time to file criminal charges pursuant to the applicable statute of limitations, or ten years after the commission of the offense; whichever date earliest occurs;

(c) Finality of the convictions of all persons convicted on the basis of the information contained in the investigative report, by exhaustion of or expiration of all rights of appeal of such persons;

(4) **"Incident report"**, a record of a law enforcement agency consisting of the date, time, specific location, name of the victim and immediate facts and circumstances surrounding the initial report of a crime or incident, including any logs of reported crimes, accidents and complaints maintained by that agency;

(5) **"Investigative report"**, a record, other than an arrest or incident report, prepared by personnel of a law enforcement agency, inquiring into a crime or suspected crime, either in response to an incident report or in response to evidence developed by law enforcement officers in the course of their duties;

(6) **"Mobile video recorder"**, any system or device that captures visual signals that is capable of installation and being installed in a vehicle or being worn or carried by personnel of a law enforcement agency and that includes, at minimum, a camera and recording capabilities;

(7) **"Mobile video recording"**, any data captured by a mobile video recorder, including audio, video, and any metadata;

(8) **"Nonpublic location"**, a place where one would have a reasonable expectation of privacy, including, but not limited to a dwelling, school, or medical facility.

2. (1) Each law enforcement agency of this state, of any county, and of any municipality shall maintain records of all incidents reported to the agency, investigations and arrests made by such law enforcement agency. All incident reports and arrest reports shall be open records.

(2) Notwithstanding any other provision of law other than the provisions of subsections 4, 5 and 6 of this section or section 320.083, mobile video recordings and

investigative reports of all law enforcement agencies are closed records until the investigation becomes inactive.

(3) If any person is arrested and not charged with an offense against the law within thirty days of the person's arrest, the arrest report shall thereafter be a closed record except that the disposition portion of the record may be accessed and except as provided in section 610.120.

(4) Except as provided in subsections 3 and 5 of this section, a mobile video recording that is recorded in a nonpublic location is authorized to be closed, except that any person who is depicted in the recording or whose voice is in the recording, a legal guardian or parent of such person if he or she is a minor, a family member of such person within the first degree of consanguinity if he or she is deceased or incompetent, an attorney for such person, or insurer of such person, upon written request, may obtain a complete, unaltered, and unedited copy of a recording under and pursuant to this section*.

3. Except as provided in subsections 4, 5, 6 and 7 of this section, if any portion of a record or document of a law enforcement officer or agency, other than an arrest report, which would otherwise be open, contains information that is reasonably likely to pose a clear and present danger to the safety of any victim, witness, undercover officer, or other person; or jeopardize a criminal investigation, including records which would disclose the identity of a source wishing to remain confidential or a suspect not in custody; or which would disclose techniques, procedures or guidelines for law enforcement investigations or prosecutions, that portion of the record shall be closed and shall be redacted from any record made available pursuant to this chapter.

4. Any person, including a legal guardian or a parent of such person if he or she is a minor, family member of such person within the first degree of consanguinity if such person is deceased or incompetent, attorney for a person, or insurer of a person involved in any incident or whose property is involved in an incident, may obtain any records closed pursuant to this section or section 610.150 for purposes of investigation of any civil claim or defense, as provided by this subsection. Any individual, legal guardian or parent of such person if he or she is a minor, his or her family member within the first degree of consanguinity if such individual is deceased or incompetent, his or her attorney or insurer, involved in an incident or whose property is involved in an incident, upon written request, may obtain a complete unaltered and unedited incident report concerning the incident, and may obtain access to other records closed by a law enforcement agency pursuant to this section. Within thirty days of such request, the agency shall provide the requested material or file a motion pursuant to this subsection with the circuit court having jurisdiction over the law enforcement agency stating that the safety of the victim, witness or other individual cannot be reasonably ensured, or that a criminal investigation is likely to be jeopardized. If, based on such motion, the court finds for the law enforcement agency, the court shall either order the record closed or

order such portion of the record that should be closed to be redacted from any record made available pursuant to this subsection.

5. (1) Any person may bring an action pursuant to this section in the circuit court having jurisdiction to authorize disclosure of a mobile video recording or the information contained in an investigative report of any law enforcement agency, which would otherwise be closed pursuant to this section. The court may order that all or part of a mobile video recording or the information contained in an investigative report be released to the person bringing the action.

(2) In making the determination as to whether information contained in an investigative report shall be disclosed, the court shall consider whether the benefit to the person bringing the action or to the public outweighs any harm to the public, to the law enforcement agency or any of its officers, or to any person identified in the investigative report in regard to the need for law enforcement agencies to effectively investigate and prosecute criminal activity.

(3) In making the determination as to whether a mobile video recording shall be disclosed, the court shall consider:

(a) Whether the benefit to the person bringing the action or the benefit to the public outweighs any harm to the public, to the law enforcement agency or any of its officers, or to any person identified in the mobile video recording in regard and with respect to the need for law enforcement agencies to effectively investigate and prosecute criminal activity;

(b) Whether the mobile video recording contains information that is reasonably likely to disclose private matters in which the public has no legitimate concern;

(c) Whether the mobile video recording is reasonably likely to bring shame or humiliation to a person of ordinary sensibilities; and

(d) Whether the mobile video recording was taken in a place where a person recorded or depicted has a reasonable expectation of privacy.

(4) The mobile video recording or investigative report in question may be examined by the court in camera.

(5) If the disclosure is authorized in whole or in part, the court may make any order that justice requires, including one or more of the following:

(a) That the mobile video recording or investigative report may be disclosed only on specified terms and conditions, including a designation of the time or place;

(b) That the mobile video recording or investigative report may be had only by a method of disclosure other than that selected by the party seeking such disclosure and may be disclosed to the person making the request in a different manner or form as requested;

(c) That the scope of the request be limited to certain matters;

(d) That the disclosure occur with no one present except persons designated by the court;

(e) That the mobile video recording or investigative report be redacted to exclude, for example, personally identifiable features or other sensitive information;

(f) That a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way.

(6) The court may find that the party seeking disclosure of the mobile video recording or the investigative report shall bear the reasonable and necessary costs and attorneys' fees of both parties, unless the court finds that the decision of the law enforcement agency not to open the mobile video recording or investigative report was substantially unjustified under all relevant circumstances, and in that event, the court may assess such reasonable and necessary costs and attorneys' fees to the law enforcement agency.

6. Any person may apply pursuant to this subsection to the circuit court having jurisdiction for an order requiring a law enforcement agency to open incident reports and arrest reports being unlawfully closed pursuant to this section. If the court finds by a preponderance of the evidence that the law enforcement officer or agency has knowingly violated this section, the officer or agency shall be subject to a civil penalty in an amount up to one thousand dollars. If the court finds that there is a knowing violation of this section, the court may order payment by such officer or agency of all costs and attorneys' fees, as provided by section 610.027. If the court finds by a preponderance of the evidence that the law enforcement officer or agency has purposely violated this section, the officer or agency shall be subject to a civil penalty in an amount up to five thousand dollars and the court shall order payment by such officer or agency of all costs and attorney fees, as provided in section 610.027. The court shall determine the amount of the penalty by taking into account the size of the jurisdiction, the seriousness of the offense, and whether the law enforcement officer or agency has violated this section previously.

7. The victim of an offense as provided in chapter 566 may request that his or her identity be kept confidential until a charge relating to such incident is filed.

8. Any person who requests and receives a mobile video recording that was recorded in a nonpublic location under and pursuant to this section is prohibited from displaying or disclosing the mobile video recording, including any description or account of any or all of the mobile video recording, without first providing direct third-party notice to each person not affiliated with a law enforcement agency or each non-law enforcement agency individual whose image or sound is contained in the recording, and affording, upon receiving such notice, each person appearing and whose image or sound is contained in the**mobile video recording ***no less than***ten days to file and serve an action seeking

an order from a court of competent jurisdiction to enjoin all or some of the intended display, disclosure, description, or account of the recording. Any person who fails to comply with the provisions of this ****subsection is**** subject to damages in a civil action proceeding.

(L. 1973 S.B. 1 § 6, A.L. 1981 H.B. 554, A.L. 1993 H.B. 170, A.L. 1994 S.B. 554, A.L. 1995 H.B. 135, A.L. 1998 H.B. 1095, A.L. 2004 S.B. 1020, et al. merged with S.B. 1211, A.L. 2016 H.B. 1936 merged with S.B. 732 merged with S.B. 765)

*Words "upon written request" appear here in original rolls of S.B. 732, 2016.

**Word "a" appears in original rolls of S.B. 732, 2016.

***...***Words "shall be given" appear here in original rolls of S.B. 732, 2016.

****...****Words "section shall be" appear here in original rolls of S.B. 732, 2016.

(1986) Application of this block of sections to records kept before September 28, 1973, does not violate constitutional ban on ex post facto or retrospective legislation contained in section 13 of Article I of the Missouri Constitution. Martin v. Schmalz, 713 S.W.2d 22 (Mo.App.).

(2005) License plate numbers, addresses, telephone numbers, and month and date of birth of the parties in vehicular incident reports are not subject to disclosure as open records, and the public governmental body may redact such information. State ex rel. Goodman v. St. Louis Board of Police Commissioners, 181 S.W.3d 156 (Mo.App.E.D.).

(2007) Department of Social Services does not have power to arrest and thus is not a "law enforcement agency" within meaning of section. Scroggins v. Department of Social Services, Children's Division, 227 S.W.3d 498 (Mo.App.W.D.).

8/28/2016

**610.103. Criminal background check completed without fee, when.** — Notwithstanding any other provision of law to the contrary, whenever a criminal background check is requested in connection with gaining employment, housing or any other services or benefit of any homeless former member of the organized militia or the Armed Forces of the United States who has been honorably discharged, such background check shall be completed and transmitted to the requesting party without any fee or other compensation for such background check or copy of any relevant public record pertaining to such request. For purposes of this section "**homeless**" means an involuntary state characterized by a lack of housing or shelter.

(L. 1998 H.B. 1046)

8/28/1998

**610.105. Effect of nolle pros — dismissal — sentence suspended on record — not guilty due to mental disease or defect, effect — official records available to victim in**

**certain cases.** — 1. If the person arrested is charged but the case is subsequently nolle prossed, dismissed, or the accused is found not guilty or imposition of sentence is suspended in the court in which the action is prosecuted, official records pertaining to the case shall thereafter be closed records when such case is finally terminated except as provided in subsection 2 of this section and section 610.120 and except that the court's judgment or order or the final action taken by the prosecutor in such matters may be accessed. If the accused is found not guilty due to mental disease or defect pursuant to section 552.030, official records pertaining to the case shall thereafter be closed records upon such findings, except that the disposition may be accessed only by law enforcement agencies, child-care agencies, facilities as defined in section 198.006, and in-home services provider agencies as defined in section 192.2400, in the manner established by section 610.120.

2. If the person arrested is charged with an offense found in chapter 566, section 568.045, 568.050, 568.060, 568.065, 573.200*, 573.205*, or 568.175, and an imposition of sentence is suspended in the court in which the action is prosecuted, the official records pertaining to the case shall be made available to the victim for the purpose of using the records in his or her own judicial proceeding, or if the victim is a minor to the victim's parents or guardian, upon request.

(L. 1973 S.B. 1 § 7, A.L. 1981 H.B. 554, A.L. 1993 H.B. 170, A.L. 1998 H.B. 1095, A.L. 2001 S.B. 267, A.L. 2006 H.B. 1053)

*Section 568.080 was transferred to section 573.200 and section 568.090 was transferred to section 573.205 by S.B. 491, 2014, effective 1-01-17.

8/28/2006

**610.106. Suspended sentence prior to September 28, 1981, procedure to close records.** — Any person as to whom imposition of sentence was suspended prior to September 28, 1981, may make a motion to the court in which the action was prosecuted after his discharge from the court's jurisdiction for closure of official records pertaining to the case. If the prosecuting authority opposes the motion, an informal hearing shall be held in which technical rules of evidence shall not apply. Having regard to the nature and circumstances of the offense and the history and character of the defendant and upon a finding that the ends of justice are so served, the court may order official records pertaining to the case to be closed, except as provided in section 610.120.

(L. 1981 H.B. 554)

(1985) Held, that a witness can be impeached by his prior guilty plea, even though he had completed probation under a suspended imposition of sentence. State v. Brooks, (A.) 694 S.W.2d 851.

8/28/1981

EXHIBIT A

**610.110. Failure to recite closed record excused — exceptions.** — No person as to whom such records have become closed records shall thereafter, under any provision of law, be held to be guilty of perjury or otherwise of giving a false statement by reason of his failure to recite or acknowledge such arrest or trial in response to any inquiry made of him for any purpose, except as provided in section 491.050 and section 610.120.

(L. 1973 S.B. 1 § 8, A.L. 1981 H.B. 554)

8/28/1981

**610.115. Penalty.** — A person who knowingly violates any provision of section 610.100, 610.105, 610.106, or 610.120 is guilty of a class A misdemeanor.

(L. 1973 S.B. 1 § 9, A.L. 1981 H.B. 554)

8/28/1981

**610.120. Records to be confidential — accessible to whom, purposes.** — 1. Except as otherwise provided under section 610.124 , records required to be closed shall not be destroyed; they shall be inaccessible to the general public and to all persons other than the defendant except as provided in this section and chapter 43 . Closed records shall be available to: criminal justice agencies for the administration of criminal justice pursuant to section 43.500 , criminal justice employment, screening persons with access to criminal justice facilities, procedures, and sensitive information; to law enforcement agencies for issuance or renewal of a license, permit, certification, or registration of authority from such agency including but not limited to watchmen, security personnel, private investigators, and persons seeking permits to purchase or possess a firearm; those agencies authorized by chapter 43 and applicable state law when submitting fingerprints to the central repository; the sentencing advisory commission created in section 558.019 for the purpose of studying sentencing practices in accordance with chapter 43 ; to qualified entities for the purpose of screening providers defined in chapter 43 ; the department of revenue for driver license administration; the department of public safety for the purposes of determining eligibility for crime victims' compensation pursuant to sections 595.010 to 595.075 , department of health and senior services for the purpose of licensing and regulating facilities and regulating in-home services provider agencies and federal agencies for purposes of criminal justice administration, criminal justice employment, child, elderly, or disabled care, and for such investigative purposes as authorized by law or presidential executive order.

2. These records shall be made available only for the purposes and to the entities listed in this section. A criminal justice agency receiving a request for criminal history information under its control may require positive identification, to include fingerprints of the subject of the record search, prior to releasing closed record information. Dissemination of closed and open records from the Missouri criminal records repository shall be in accordance with section 43.509 . All records which are

closed records shall be removed from the records of the courts, administrative agencies, and law enforcement agencies which are available to the public and shall be kept in separate records which are to be held confidential and, where possible, pages of the public record shall be retyped or rewritten omitting those portions of the record which deal with the defendant's case. If retyping or rewriting is not feasible because of the permanent nature of the record books, such record entries shall be blacked out and recopied in a confidential book.

(L. 1981 H.B. 554, A.L. 1983 S.B. 72, A.L. 1989 S.B. 215 & 58, A.L. 1992 S.B. 573 & 634, A.L. 1994 H.B. 1677 merged with S.B. 554 merged with S.B. 763, A.L. 2003 S.B. 184, A.L. 2014 H.B. 1299 Revision merged with H.B. 1665 & 1335, A.L. 2018 H.B. 1350)

8/28/2018

**610.122. Arrest record expunged, requirements.** — 1. Notwithstanding other provisions of law to the contrary, any record of arrest recorded pursuant to section 43.503 may be expunged if:

(1) The court determines that the arrest was based on false information and the following conditions exist:

(a) There is no probable cause, at the time of the action to expunge, to believe the individual committed the offense;

(b) No charges will be pursued as a result of the arrest; and

(c) The subject of the arrest did not receive a suspended imposition of sentence for the offense for which the arrest was made or for any offense related to the arrest; or

(2) The court determines the person was arrested for, or was subsequently charged with, a misdemeanor offense of chapter 303 or any moving violation as the term moving violation is defined under section 302.010, except for any intoxication-related traffic offense as intoxication-related traffic offense is defined under section 577.023 and:

(a) Each such offense or violation related to the arrest was subsequently nolle prossed or dismissed, or the accused was found not guilty of each offense or violation; and

(b) The person is not a commercial driver's license holder and was not operating a commercial motor vehicle at the time of the arrest.

2. A record of arrest shall only be eligible for expungement under this section if:

(1) The subject of the arrest has no prior or subsequent misdemeanor or felony convictions; and

(2) No civil action is pending relating to the arrest or the records sought to be expunged.

(L. 1993 H.B. 170 § 1 merged with H.B. 562 § 11, A.L. 1995 H.B. 135, A.L. 2014 H.B. 1665 & 1335)

(2005) Statutory expungement of criminal records is civil in nature and is constitutional under legislative procedural requirements and provisions of ex post facto, equal protection, due process, and separation of powers. In re Dyer, 163 S.W.3d 915 (Mo.banc).

8/28/2014

**610.123. Procedure to expunge, supreme court to promulgate rules — similar to small claims.** — 1. Any person who wishes to have a record of arrest expunged pursuant to section 610.122 may file a verified petition for expungement in the civil division of the circuit court in the county of the arrest as provided in subsection 4 of this section. The petition shall include the following information or shall be dismissed if the information is not given:

(1) The petitioner's:

(a) Full name;

(b) Sex;

(c) Race;

(d) Date of birth;

(e) Driver's license number;

(f) Social Security number; and

(g) Address at the time of the arrest;

(2) The offense charged against the petitioner;

(3) The date the petitioner was arrested;

(4) The name of the county where the petitioner was arrested and if the arrest occurred in a municipality, the name of the municipality;

(5) The name of the agency that arrested the petitioner;

(6) The case number and court of the offense;

(7) Petitioner's fingerprints on a standard fingerprint card at the time of filing a petition to expunge a record that will be forwarded to the central repository for the sole purpose of positively identifying the petitioner.

2. The petition shall name as defendants all law enforcement agencies, courts, prosecuting attorneys, central state depositories of criminal records or others who the petitioner has reason to believe may possess the records subject to expungement. The court's order shall not affect any person or entity not named as a defendant in the action.

3. The court shall set a hearing on the matter no sooner than thirty days from the filing of the petition and shall give reasonable notice of the hearing to each official or agency or other entity named in the petition.

4. If the court finds that the petitioner is entitled to expungement of any record that is the subject of the petition, it shall enter an order directing expungement. Upon granting of the order of expungement, the records and files maintained in any administrative or court proceeding in an associate or circuit division of the circuit court under this section shall be confidential and only available to the parties or by order of the court for good cause shown. A copy of the order shall be provided to each agency identified in the petition pursuant to subsection 2 of this section.

5. The supreme court shall promulgate rules establishing procedures for the handling of cases filed pursuant to the provisions of this section and section 610.122. Such procedures shall be similar to the procedures established in chapter 482 for the handling of small claims.

(L. 1993 H.B. 170 § 2 merged with H.B. 562 § 12, A.L. 1995 H.B. 135, A.L. 2003 S.B. 184, A.L. 2005 S.B. 422)

8/28/2005

**610.124. Destruction of arrest records — removal from all electronic files — FBI requested to expunge — protest to expungement, procedure.** — 1. All records ordered to be expunged pursuant to section 610.123 shall be destroyed, except as provided in this section. If destruction of the record is not feasible because of the permanent nature of the record books, such record entries shall be blacked out. Entries of a record ordered expunged pursuant to section 610.123 shall be removed from all electronic files maintained with the state of Missouri. The central repository shall request the Federal Bureau of Investigation expunge the records from its files.

2. Any petitioner, or agency protesting the expungement, may appeal the court's decision in the same manner as provided for other civil actions.

(L. 1993 H.B. 170 § 3 merged with H.B. 562 § 13)

8/28/1993

**610.125. Failure to comply with expungement order, penalty — knowingly using expunged record for gain, penalty.** — 1. A person subject to an order of the court in subsection 4 of section 610.123 who knowingly fails to expunge or obliterate, or releases arrest information which has been ordered expunged pursuant to section 610.123 is guilty of a class B misdemeanor.

2. A person subject to an order of the court in subsection 4 of section 610.123 who, knowing the records have been ordered expunged, uses the arrest information for financial gain is guilty of a class E felony.

(L. 1993 H.B. 170 § 4 merged with H.B. 562 § 14, A.L. 1998 H.B. 1095, A.L. 2014 S.B. 491)

Effective 1-01-17

**610.126. Expungement does not deem arrest invalid — department of revenue may retain records necessary for administrative actions on driver's license — power to close or expunge record, limitation.** — 1. An expungement of an arrest record shall not reflect on the validity of the arrest and shall not be construed to indicate a lack of probable cause for the arrest.

2. Except as provided by sections 610.122 to 610.126, the courts of this state shall have no legal or equitable authority to close or expunge any arrest record.

3. The petitioner shall not bring any action subsequent to the expungement against any person or agency relating to the arrest described in the expunged records.

(L. 1993 H.B. 170 § 5 merged with H.B. 562 § 15, A.L. 1995 H.B. 135 merged with H.B. 174, et al.)

8/28/1995

**610.130. Alcohol-related driving offenses, expunged from records, when — procedures, effect — limitations.** — 1. After a period of not less than ten years, an individual who has pleaded guilty or has been convicted for a first intoxication-related traffic offense or intoxication-related boating offense which is a misdemeanor or a county or city ordinance violation and which is not a conviction for driving a commercial motor vehicle while under the influence of alcohol and who since such date has not been convicted of any intoxication-related traffic offense or intoxication-related boating offense may apply to the court in which he or she pled guilty or was sentenced for an order to expunge from all official records all recordations of his or her arrest, plea, trial or conviction.

2. If the court determines, after hearing, that such person has not been convicted of any subsequent intoxication-related traffic offense or intoxication-related boating offense, has no other subsequent alcohol-related enforcement contacts as defined in section 302.525, and has no other intoxication-related traffic offense or intoxication-related boating offenses or alcohol-related enforcement actions pending at the time of the hearing on the application, the court shall enter an order of expungement.

3. Upon granting of the order of expungement, the records and files maintained in any administrative or court proceeding in an associate or circuit division of the circuit court under this section shall be confidential and only available to the parties or by order of the court for good cause shown. The effect of such order shall be to restore such person to the status he or she occupied prior to such arrest, plea or conviction and as if such event had never taken place. No person as to whom such order has been entered shall be held thereafter under any provision of any law to be guilty of perjury or otherwise giving a false statement by reason of his or her failure to recite or acknowledge such arrest, plea, trial, conviction or expungement in response to any inquiry made of

him or her for any purpose whatsoever and no such inquiry shall be made for information relating to an expungement under this section. A person shall only be entitled to one expungement pursuant to this section. Nothing contained in this section shall prevent the director from maintaining such records as to ensure that an individual receives only one expungement pursuant to this section for the purpose of informing the proper authorities of the contents of any record maintained pursuant to this section.

4. The provisions of this section shall not apply to any individual who has been issued a commercial driver's license or is required to possess a commercial driver's license issued by this state or any other state.

(L. 1989 1st Ex. Sess. H.B. 3 § 2, A.L. 2004 S.B. 1233, et al., A.L. 2005 S.B. 422, A.L. 2010 H.B. 1695, et al., A.L. 2014 S.B. 491)

Transferred 2014; formerly 577.054; Effective 1-01-17

(2009) Section authorizes courts to expunge all records of a driver's administrative alcohol suspension and to make those records confidential. S.S. v. Mitchell, 289 S.W.3d 797 (Mo.App. E.D.).

1/1/2017

**610.131. Expungement for persons less than eighteen years of age at time of offense.** — 1. Notwithstanding the provisions of section 610.140 to the contrary, an individual who at the time of the offense was under the age of eighteen, and has pleaded guilty or has been convicted for the offense of prostitution under section 567.020 may apply to the court in which he or she pled guilty or was sentenced for an order to expunge from all official records all recordations of his or her arrest, plea, trial, or conviction. If the court determines, after a hearing, that such person was acting under the coercion, as defined in section 566.200 , of an agent when committing the offense that resulted in a plea of guilty or conviction under section 567.020 , the court shall enter an order of expungement.

2. Upon granting of the order of expungement, the records and files maintained in any administrative or court proceeding in an associate or circuit division of the circuit court under this section shall be confidential and only available to the parties or by order of the court for good cause shown. The effect of such order shall be to restore such person to the status he or she occupied prior to such arrest, plea, or conviction and as if such event had never taken place. No person as to whom such order has been entered shall be held thereafter under any provision of any law to be guilty of perjury or otherwise giving a false statement by reason of his or her failure to recite or acknowledge such arrest, plea, trial, conviction, or expungement in response to any inquiry made of him or her for any purpose whatsoever and no such inquiry shall be made for information relating to an expungement under this section.

**610.140. Expungement of certain criminal records, petition, contents, procedure — effect of expungement on employer inquiry — lifetime limits.** — 1. Notwithstanding any other provision of law and subject to the provisions of this section, any person may apply to any court in which such person was charged or found guilty of any offenses, violations, or infractions for an order to expunge records of such arrest, plea, trial, or conviction. Subject to the limitations of subsection 12 of this section, a person may apply to have one or more offenses, violations, or infractions expunged if such offense, violation, or infraction occurred within the state of Missouri and was prosecuted under the jurisdiction of a Missouri municipal, associate circuit, or circuit court, so long as such person lists all the offenses, violations, and infractions he or she is seeking to have expunged in the petition and so long as all such offenses, violations, and infractions are not excluded under subsection 2 of this section. If the offenses, violations, or infractions were charged as counts in the same indictment or information or were committed as part of the same course of criminal conduct, the person may include all the related offenses, violations, and infractions in the petition, regardless of the limits of subsection 12 of this section, and the petition shall only count as a petition for expungement of the highest level violation or offense contained in the petition for the purpose of determining future eligibility for expungement.

2. The following offenses, violations, and infractions shall not be eligible for expungement under this section:

(1) Any class A felony offense;

(2) Any dangerous felony as that term is defined in section 556.061 ;

(3) Any offense that requires registration as a sex offender;

(4) Any felony offense where death is an element of the offense;

(5) Any felony offense of assault; misdemeanor or felony offense of domestic assault; or felony offense of kidnapping;

(6) Any offense listed, or previously listed, in chapter 566 or section 105.454 , 105.478 , 115.631 , 130.028 , 188.030 , 188.080 , 191.677 , 194.425 , 2 or 632.520 ;

(7) Any offense eligible for expungement under section 577.054 ** or 610.130 ;

(8) Any intoxication-related traffic or boating offense as defined in section 577.001 , or any offense of operating an aircraft with an excessive blood alcohol content or while in an intoxicated condition;

(9) Any ordinance violation that is the substantial equivalent of any offense that is not eligible for expungement under this section;

(10) Any violation of any state law or county or municipal ordinance regulating the operation of motor vehicles when committed by an individual who has been issued a commercial driver's license or is required to possess a commercial driver's license issued by this state or any other state; and

(11) Any offense of section 571.030 , except any offense under subdivision (1) of subsection 1 of section 571.030 where the person was convicted or found guilty prior to January 1, 2017.

3. The petition shall name as defendants all law enforcement agencies, courts, prosecuting or circuit attorneys, municipal prosecuting attorneys, central state repositories of criminal records, or others who the petitioner has reason to believe may possess the records subject to expungement for each of the offenses, violations, and infractions listed in the petition. The court's order of expungement shall not affect any person or entity not named as a defendant in the action.

4. The petition shall include the following information:

(1) The petitioner's:

(a) Full name;

(b) Sex;

(c) Race;

(d) Driver's license number, if applicable; and

(e) Current address;

(2) Each offense, violation, or infraction for which the petitioner is requesting expungement;

(3) The approximate date the petitioner was charged for each offense, violation, or infraction; and

(4) The name of the county where the petitioner was charged for each offense, violation, or infraction and if any of the offenses, violations, or infractions occurred in a municipality, the name of the municipality for each offense, violation, or infraction; and

(5) The case number and name of the court for each offense.

5. The clerk of the court shall give notice of the filing of the petition to the office of the prosecuting attorney, circuit attorney, or municipal prosecuting attorney that prosecuted the offenses, violations, or infractions listed in the petition. If the prosecuting attorney, circuit attorney, or municipal prosecuting attorney objects to the petition for expungement, he or she shall do so in writing within thirty days after receipt of

service. Unless otherwise agreed upon by the parties, the court shall hold a hearing within sixty days after any written objection is filed, giving reasonable notice of the hearing to the petitioner. If no objection has been filed within thirty days after receipt of service, the court may set a hearing on the matter and shall give reasonable notice of the hearing to each entity named in the petition. At any hearing, the court may accept evidence and hear testimony on, and may consider, the following criteria for each of the offenses, violations, or infractions listed in the petition for expungement:

(1) At the time the petition is filed, it has been at least seven years if the offense is a felony, or at least three years if the offense is a misdemeanor, municipal offense, or infraction, from the date the petitioner completed any authorized disposition imposed under section 557.011 for each offense, violation, or infraction listed in the petition;

(2) The person has not been found guilty of any other misdemeanor or felony, not including violations of the traffic regulations provided under chapters 304 and 307 , during the time period specified for the underlying offense, violation, or infraction in subdivision (1) of this subsection;

(3) The person has satisfied all obligations relating to any such disposition, including the payment of any fines or restitution;

(4) The person does not have charges pending;

(5) The petitioner's habits and conduct demonstrate that the petitioner is not a threat to the public safety of the state; and

(6) The expungement is consistent with the public welfare and the interests of justice warrant the expungement.

A pleading by the petitioner that such petitioner meets the requirements of subdivisions (5) and (6) of this subsection shall create a rebuttable presumption that the expungement is warranted so long as the criteria contained in subdivisions (1) to (4) of this subsection are otherwise satisfied. The burden shall shift to the prosecuting attorney, circuit attorney, or municipal prosecuting attorney to rebut the presumption. A victim of an offense, violation, or infraction listed in the petition shall have an opportunity to be heard at any hearing held under this section, and the court may make a determination based solely on such victim's testimony.

6. A petition to expunge records related to an arrest for an eligible offense, violation, or infraction may be made in accordance with the provisions of this section to a court of competent jurisdiction in the county where the petitioner was arrested no earlier than three years from the date of arrest; provided that, during such time, the petitioner has not been charged and the petitioner has not been found guilty of any misdemeanor or felony offense.

7. If the court determines that such person meets all the criteria set forth in subsection 5 of this section for each of the offenses, violations, or infractions listed in the petition for expungement, the court shall enter an order of expungement. In all cases under this section, the court shall issue an order of expungement or dismissal within six months of the filing of the petition. A copy of the order of expungement shall be provided to the petitioner and each entity possessing records subject to the order, and, upon receipt of the order, each entity shall close any record in its possession relating to any offense, violation, or infraction listed in the petition, in the manner established by section 610.120 . The records and files maintained in any administrative or court proceeding in a municipal, associate, or circuit court for any offense, infraction, or violation ordered expunged under this section shall be confidential and only available to the parties or by order of the court for good cause shown. The central repository shall request the Federal Bureau of Investigation to expunge the records from its files.

8. The order shall not limit any of the petitioner's rights that were restricted as a collateral consequence of such person's criminal record, and such rights shall be restored upon issuance of the order of expungement. Except as otherwise provided under this section, the effect of such order shall be to restore such person to the status he or she occupied prior to such arrests, pleas, trials, or convictions as if such events had never taken place. No person as to whom such order has been entered shall be held thereafter under any provision of law to be guilty of perjury or otherwise giving a false statement by reason of his or her failure to recite or acknowledge such arrests, pleas, trials, convictions, or expungement in response to an inquiry made of him or her and no such inquiry shall be made for information relating to an expungement, except the petitioner shall disclose the expunged offense, violation, or infraction to any court when asked or upon being charged with any subsequent offense, violation, or infraction. The expunged offense, violation, or infraction may be considered a prior offense in determining a sentence to be imposed for any subsequent offense that the person is found guilty of committing.

9. Notwithstanding the provisions of subsection 8 of this section to the contrary, a person granted an expungement shall disclose any expunged offense, violation, or infraction when the disclosure of such information is necessary to complete any application for:

(1) A license, certificate, or permit issued by this state to practice such individual's profession;

(2) Any license issued under chapter 313 or permit issued under chapter 571 ;

(3) Paid or unpaid employment with an entity licensed under chapter 313 , any state-operated lottery, or any emergency services provider, including any law enforcement agency;

(4) Employment with any federally insured bank or savings institution or credit union or an affiliate of such institution or credit union for the purposes of compliance with 12 U.S.C. Section 1829 and 12 U.S.C. Section 1785;

(5) Employment with any entity engaged in the business of insurance or any insurer for the purpose of complying with 18 U.S.C. Section 1033, 18 U.S.C. Section 1034, or other similar law which requires an employer engaged in the business of insurance to exclude applicants with certain criminal convictions from employment; or

(6) Employment with any employer that is required to exclude applicants with certain criminal convictions from employment due to federal or state law, including corresponding rules and regulations.

An employer shall notify an applicant of the requirements under subdivisions (4) to (6) of this subsection. Notwithstanding any provision of law to the contrary, an expunged offense, violation, or infraction shall not be grounds for automatic disqualification of an applicant, but may be a factor for denying employment, or a professional license, certificate, or permit; except that, an offense, violation, or infraction expunged under the provisions of this section may be grounds for automatic disqualification if the application is for employment under subdivisions (4) to (6) of this subsection.

10. A person who has been granted an expungement of records pertaining to a misdemeanor or felony offense, an ordinance violation, or an infraction may answer "no" to an employer's inquiry into whether the person has ever been convicted of a crime if, after the granting of the expungement, the person has no public record of a misdemeanor or felony offense, an ordinance violation, or an infraction. The person, however, shall answer such an inquiry affirmatively and disclose his or her criminal convictions, including any offense or violation expunged under this section or similar law, if the employer is required to exclude applicants with certain criminal convictions from employment due to federal or state law, including corresponding rules and regulations.

11. If the court determines that the petitioner has not met the criteria for any of the offenses, violations, or infractions listed in the petition for expungement or the petitioner has knowingly provided false information in the petition, the court shall enter an order dismissing the petition. Any person whose petition for expungement has been dismissed by the court for failure to meet the criteria set forth in subsection 5 of this section may not refile another petition until a year has passed since the date of filing for the previous petition.

12. A person may be granted more than one expungement under this section provided that during his or her lifetime, the total number of offenses, violations, or infractions for which orders of expungement are granted to the person shall not exceed the following limits:

(1) Not more than two misdemeanor offenses or ordinance violations that have an authorized term of imprisonment; and

(2) Not more than one felony offense.

A person may be granted expungement under this section for any number of infractions. Nothing in this section shall prevent the court from maintaining records to ensure that an individual has not exceeded the limitations of this subsection. Nothing in this section shall be construed to limit or impair in any way the subsequent use of any record expunged under this section of any arrests or findings of guilt by a law enforcement agency, criminal justice agency, prosecuting attorney, circuit attorney, or municipal prosecuting attorney, including its use as a prior offense, violation, or infraction.

13. The court shall make available a form for pro se petitioners seeking expungement, which shall include the following statement: "I declare under penalty of perjury that the statements made herein are true and correct to the best of my knowledge, information, and belief.".

14. Nothing in this section shall be construed to limit or restrict the availability of expungement to any person under any other law.

(L. 2012 H.B. 1647, A.L. 2016 S.B. 588, 603 & 942, A.L. 2018 H.B. 1355 merged with S.B. 793 merged with S.B. 954)

*The following sections were repealed by S.B. 491, 2014, effective 1-01-17:

| | |
|---|---|
| 217.360 | 569.067 |
| 565.214 | 575.350 |
| 569.035 | |

**The following sections were transferred by S.B. 491, 2014, effective 1-01-17:

| | | | | | |
|---|---|---|---|---|---|
| 565.084 | to | 575.095 | 569.030 | to | 570.025 |
| 565.085 | to | 575.155 | 569.072 | to | 577.078 |
| 565.086 | to | 575.157 | 577.054 | to | 610.130 |
| 565.095 | to | 574.140 | 578.008 | to | 574.130 |
| 565.200 | to | 566.116 | 578.305 | to | 577.703 |
| 568.080 | to | 573.200 | 578.310 | to | 577.706 |
| 568.090 | to | 573.205 | | | |

8/28/2018

**610.145. Stolen or mistaken identity, expungement of records, procedure.** — 1. (1) If a person is named in a charge for an infraction or offense, whether a misdemeanor or a felony, as a result of another person using the identifying information of the named person or as a result of mistaken identity and the charges were dismissed

or such person was found not guilty, the named person may apply by petition or written motion to the court where the charge was last pending on a form approved by the office of state courts administrator and supplied by the clerk of the court for an order to expunge from all official records any entries relating to the person's apprehension, charge, or trial. The court, after providing notice to the prosecuting attorney, shall hold a hearing on the motion or petition and, upon finding that the person's identity was used without permission and the charges were dismissed or the person was found not guilty, the court shall order the expungement.

(2) If any person is named in a charge for an infraction or offense, whether a misdemeanor or a felony, as a result of another person using the identifying information of the named person or mistaken identity, and the charge against the named person is dismissed, the prosecutor or other judicial officer who ordered the dismissal shall provide notice to the court of the dismissal, and the court shall order the expungement of all official records containing any entries relating to the person's apprehension, charge, or trial.

2. No person as to whom such an order has been entered under this section shall be held thereafter under any provision of law to be guilty of perjury or to be guilty of otherwise giving a false statement or response to any inquiry made for any purpose, by reason of the person's failure to recite or acknowledge any expunged entries concerning apprehension, charge, or trial.

3. The court shall also order that such entries shall be expunged from the records of the court and direct all law enforcement agencies, the department of corrections, the department of revenue, or any other state or local government agency identified by the petitioner, or the person eligible for automatic expungement under subdivision (2) of subsection 1 of this section, as bearing record of the same to expunge their records of the entries. The clerk shall notify state and local agencies of the court's order. The costs of expunging the records, as provided in this chapter, shall not be taxed against the person eligible for expungement under this section.

4. The department of revenue shall expunge from its records entries made as a result of the charge or conviction ordered expunged under this section. The department of revenue shall also reverse any administrative actions taken against a person whose record is expunged under this section as a result of the charges or convictions expunged, including the assessment of the driver's license points and driver's license suspension or revocation. Notwithstanding any other provision of this chapter to the contrary, the department of revenue shall provide to the person whose motor vehicle record is expunged under this section a certified corrected driver history at no cost and shall reinstate at no cost any driver's license suspended or revoked as a result of a charge or conviction expunged under this section.

5. The department of corrections and any other applicable state or local government agency shall expunge its records as provided in subsection 3 of this section. The agency shall also reverse any administrative actions taken against a person whose record is expunged under this section as a result of the charges or convictions being expunged. Notwithstanding any other provision of law to the contrary, the normal fee for any reinstatement of a license or privilege resulting under this section shall be waived.

6. Any insurance company that charged any additional premium based on insurance points assessed against a policyholder as a result of a charge or conviction that was expunged under this section shall refund such additional premiums for the three-year period immediately prior to the entry of the expungement by the court to the policyholder upon notification and verification of the expungement.

7. For purposes of this section, the term **"mistaken identity"** shall mean the erroneous arrest of a person for an offense as a result of misidentification by a witness or law enforcement, confusion on the part of a witness or law enforcement as to the identity of the person who committed the offense, misinformation provided to law enforcement as to the identity of the person who committed the offense, or some other mistake on the part of a witness or law enforcement as to the identity of the person who committed the offense.

(L. 2017 S.B. 34)

8/28/2017

**610.150. "911" telephone reports inaccessible, exceptions. —** Except as provided by this section, any information acquired by a law enforcement agency or a first responder agency by way of a complaint or report of a crime made by telephone contact using the emergency number, "911", shall be inaccessible to the general public. However, information consisting of the date, time, specific location and immediate facts and circumstances surrounding the initial report of the crime or incident shall be considered to be an incident report and subject to section 610.100. Any closed records pursuant to this section shall be available upon request by law enforcement agencies or the division of workers' compensation or pursuant to a valid court order authorizing disclosure upon motion and good cause shown.

(L. 1988 H.B. 1667 § 1, A.L. 1995 H.B. 135, A.L. 2013 H.B. 256, 33 & 305)

8/28/2013

**610.175. Flight log records after flight, open public records for elected members of executive and legislative branches. —** Any records or flight logs pertaining to any flight or request for a flight after such flight has occurred by any elected member of either the executive or legislative branch shall be open public records under this chapter, unless

otherwise provided by law. The provisions of this section shall only apply to a flight on a state-owned plane.

(L. 2013 H.B. 256, 33 & 305 § 1)

8/28/2013

**610.200. Law enforcement agency log or record of suspected crimes, accidents or complaints, available for inspection and copying. —** All law enforcement agencies that maintain a daily log or record that lists suspected crimes, accidents, or complaints shall make available the following information for inspection and copying by the public:

(1) The time, substance, and location of all complaints or requests for assistance received by the agency;

(2) The time and nature of the agency's response to all complaints or requests for assistance; and

(3) If the incident involves an alleged crime or infraction:

(a) The time, date, and location of occurrence;

(b) The name and age of any victim, unless the victim is a victim of a crime under chapter 566;

(c) The factual circumstances surrounding the incident; and

(d) A general description of any injuries, property or weapons involved.

(L. 1995 H.B. 135 § 1, A.L. 1998 H.B. 1095, A.L. 2000 H.B. 1289, A.L. 2004 H.B. 1660 merged with S.B. 1020, et al.)

8/28/2004

**610.205. Crime scene photographs and video recordings closed records, when — disclosure to next-of-kin or by court order — inapplicability. —** 1. Crime scene photographs and video recordings, including photographs and video recordings created or produced by a state or local agency or by a perpetrator or suspect at a crime scene, which depict or describe a deceased person in a state of dismemberment, decapitation, or similar mutilation including, without limitation, where the deceased person's genitalia are exposed, shall be considered closed records and shall not be subject to disclosure under the provisions of this chapter; provided, however, that this section shall not prohibit disclosure of such material to the deceased's next of kin or to an individual who has secured a written release from the next of kin. It shall be the responsibility of the next of kin to show proof of the familial relationship. For purposes of such access, the deceased's next of kin shall be:

(1) The spouse of the deceased if living;

(2) If there is no living spouse of the deceased, an adult child of the deceased; or

(3) If there is no living spouse or adult child, a parent of the deceased.

2. Subject to the provisions of subsection 3 of this section, in the case of closed criminal investigations a circuit court judge may order the disclosure of such photographs or video recordings upon findings in writing that disclosure is in the public interest and outweighs any privacy interest that may be asserted by the deceased person's next of kin. In making such determination, the court shall consider whether such disclosure is necessary for public evaluation of governmental performance, the seriousness of the intrusion into the family's right to privacy, and whether such disclosure is the least intrusive means available considering the availability of similar information in other public records. In any such action, the court shall review the photographs or video recordings in question in camera with the custodian of the crime scene materials present and may condition any disclosure on such condition as the court may deem necessary to accommodate the interests of the parties.

3. Prior to releasing any crime scene material described in subsection 1 of this section, the custodian of such material shall give the deceased person's next of kin at least two weeks' notice. No court shall order a disclosure under subsection 2 of this section which would disregard or shorten the duration of such notice requirement.

4. The provisions of this section shall apply to all undisclosed material which is in the custody of a state or local agency on August 28, 2016, and to any such material which comes into the custody of a state or local agency after such date.

5. The provisions of this section shall not apply to disclosure of crime scene material to counsel representing a convicted defendant in a habeas corpus action, on a motion for new trial, or in a federal habeas corpus action under 28 U.S.C. Section 2254 or 2255 for the purpose of preparing to file or litigating such proceedings. Counsel may disclose such materials to his or her client and any expert or investigator assisting counsel but shall not otherwise disseminate such materials, except to the extent they may be necessary exhibits in court proceedings. A request under this subsection shall clearly state that such request is being made for the purpose of preparing to file and litigate proceedings enumerated in this subsection.

6. The director of the department of public safety shall promulgate rules and regulations governing the viewing of materials described in subsection 1 of this section by bona fide credentialed members of the press.

(L. 2016 S.B. 732)

8/28/2016

**610.210. Health care coordination, certain records may be released.**
— Notwithstanding any other provisions of law to the contrary, information in law enforcement agency records that would enable the provision of health care to a person in contact with law enforcement may be released for the purpose of health care

coordination to any health care provider, as defined in the Health Insurance Portability and Accountability Act of 1996 as amended, that is providing or may provide services to the person.

(L. 2018 H.B. 1355)

8/28/2018

**610.225. Tax credit records and documents deemed closed records, when — request for opening records and documents, requirements, fee authorized. —** 1. Records and documents relating to tax credits submitted as part of the application for all tax credits to any department of this state, board, or commission authorized to issue or authorize or recommend the authorization of tax credits shall be deemed closed records until such time as the information submitted does not concern a pending application, and except as limited by other provision of law concerning closed records. For the purposes of this subsection, a "**pending application**" shall mean any application for credits that has not yet been authorized. In the case of partial authorization of credits, the completed authorization of a single credit shall be sufficient to constitute full authorization to the extent that the authorized credit or credits relate to the same application as the credits that have not yet been authorized.

2. Upon a request for opening of records and documents relating to all tax credit programs, as defined in section 135.800, submitted in accordance with the provisions of this chapter, except as limited by the provision of subsection 1 of this section, the agency that is the recipient of the open records request shall make information available consistent with the provisions of this chapter. Where a single record or document contains both open and closed records, the agency shall make a redacted version of such record or document available in order to protect the information that would otherwise make the record or document a closed record. Staff time required for such redaction shall constitute an activity for which a fee can be collected pursuant to section 610.026.

3. As used in this section "**closed record**"shall mean closed record as defined in section 610.010.

(L. 2004 S.B. 1099 § 610.255)

# CITY OF RAYTOWN
## Request for Board Action

**Date: November 15, 2018** **Bill No.: 6493-18**
**To: Mayor and Board of Aldermen** **Section No.: V-A**
**From: Missy Wilson, Assistant City Administrator**

**Department Head Approval:** _____

**City Administrator Approval:** _____

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**Action Requested:** Approve an Intergovernmental Transfer of Public Funds Agreement provides for an intergovernmental transfer of funds to the Missouri Department of Social Services, Mo HeathNet Division from the Ground Emergency Medical Transportation Provider for the uncompensated Medicaid cost associated with ground emergency medical transportation services.

Additionally, the Administration Fee Agreement allows for a fee to be assessed on the total amount of the non-federal share of the Intergovernmental Transfer pursuant to the Intergovernmental Transfer of Public Funds Agreement

**Analysis:** The two agreements will allow for the transfer of non-federal share funds to the City of Raytown for the uncompensated Medicaid cost associated with ground emergency medical transportation services.

**Recommendation:** Approve as is.

**BILL NO. 6493-18 ORDINANCE NO. _____ SECTION NO. V-A**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A INTERGOVERNMENTAL TRANSFER AGREEMENT AND AN ADMINISTRATION FEE AGREEMENT WITH THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION AND THE GROUND EMERGENCY MEDICAL TRANSPORTATION PROVIDER**

**WHEREAS,** the parties desire to enter into an intergovernmental agreement with the Missouri Department of Social Services, MO HeathNet Division from the Ground Emergency Medical Transportation Provider for the uncompensated Medicaid cost associated with ground emergency medical transportation services as set forth in Exhibit "A" and attached hereto; and

**WHEREAS**, the parties desire to enter into an intergovernmental agreement with the Missouri Department of Social Services, Mo HeathNet Division from the Ground Emergency Medical Transportation Provider to allow for a fee to be assessed on the total amount of the non-federal share of the Intergovernmental Transfer pursuant to the Intergovernmental Transfer of Public Funds Agreement as set forth in Exhibit "B" and attached hereto.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 - APPROVAL OF AGREEMENTS.** That execution of an Intergovernmental Transfer Agreement and an Administration Fee Agreement by and between the City of Raytown and the Missouri Department of Social Services, MO HealthNet Division and the Ground Emergency Medical Transportation Provider which provides for an intergovernmental transfer of funds to the Missouri Department of Social Services, MO HealthNet Division and the Ground Emergency Transportation Provider and the Administration Fee Agreement are hereby approved as set forth in Exhibit "A" and Exhibit "B".

**SECTION 2 - EXECUTION OF AGREEMENT.** That the City Administrator is authorized to execute the Agreements and all documents necessary or incidental to the performance thereof, and the City Clerk is authorized to attest to the same.

**SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this ____ day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

APPROVED AS TO FORM:

_____
Joe Willerth, City Attorney

**ADMINISTRATION FEE AGREEMENT**
**BETWEEN**
**THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION**
**AND**

_____
**Ground Emergency Medical Transportation Provider (GEMT Provider)**

This Administration Fee Agreement is entered into between the Missouri Department of Social Services, MO HealthNet Division (DSS/MHD) and the GEMT Provider. It provides for an intergovernmental transfer of funds to the DSS/MHD from the governmentally owned or operated provider, named above and hereinafter referred to as Provider, in order to reimburse the DSS/MHD for the administrative costs of the GEMT Uncompensated Cost Reimbursement Program.

AGREEMENT

1. Transfer of Public Funds

The above stated provider shall make Intergovernmental Transfer(s) (IGTs) to DSS/MHD pursuant to §208.1030 RSMo and §208.1032 RSMo and the Intergovernmental Transfer of Public Funds Agreement, to be used as the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

2. Intergovernmental Transfer of Administration Fee

The DSS/MHD shall, upon acceptance of non-federal share IGT's pursuant to Intergovernmental Transfer of Public Funds Agreement, exercise its authority under §208.1030 RSMo and §208.1032 RSMo, to assess a twenty percent (20%) administration fee on the entire amount of the non-federal share IGT's to reimburse DSS/MHD for the administrative costs of operating the GEMT Uncompensated Cost Reimbursement Program.

The funds subject to the twenty percent (20%) administration fee shall be limited to non-federal share IGTs made by the transferring entity, pursuant to the Intergovernmental Transfer of Public Funds Agreement, and as described in paragraph 1 of this Agreement.

The twenty percent (20%) administration fee will be assessed on the entire amount of the non-federal share IGT's pursuant to the Intergovernmental Transfer of Public Funds Agreement, as described in paragraph 1 of this Agreement, and will be made in addition to, and transferred separately from, the transfer of funds pursuant to the Intergovernmental Transfer of Public Funds Agreement.

The twenty percent (20%) administration fee pursuant to this Agreement is non-refundable and shall be wired to DSS/MHD separately from, and simultaneous to, the non-federal share IGT's pursuant to the Intergovernmental Transfer of Public Funds Agreement.

3. Terms

This Agreement covers the period beginning July 1, 2017. This agreement may be modified at any time by the written agreement of both parties and it may be canceled by either party after giving thirty (30) days prior notice in writing to the other party.

GEMT PROVIDER

Signature

Date

Printed Name

Title

MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION

Director
MO HealthNet Division

Date

**INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT**
**BETWEEN**
**THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION**
**AND**

_____
**Ground Emergency Medical Transportation Provider (GEMT Provider)**

This Intergovernmental Transfer Agreement is entered into between the Missouri Department of Social Services, MO HealthNet Division (DSS/MHD) and the GEMT Provider. It provides for an intergovernmental transfer of funds to the DSS/MHD from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with ground emergency medical transportation (GEMT) services.

The GEMT Provider is authorized by inter alia, §208.1030 RSMo and §208.1032 RSMo to enter into and carry out an Intergovernmental Transfer Agreement to transfer funds through intergovernmental transfers to the DSS/MHD for use as the state share of Medicaid expenditures.

AGREEMENT

1. Fund Transfer. The GEMT Provider (Governmental Entity) agrees to transfer funds to DSS/MHD at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by DSS/MHD for the uncompensated Medicaid cost associated with GEMT services.

2. The GEMT Provider will transfer funds to DSS/MHD equivalent to the non-federal share of the payments to be made upon notification by DSS/MHD.

3. The GEMT Provider shall certify that the funds transferred qualify for federal financial participation pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

4. The GEMT Provider and DSS/MHD agree that both parties shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements.

5. The GEMT Provider and DSS/MHD agree that each party shall have access to the other party's records and supporting documentation.

6. Any written notice required by this Agreement shall be sent to:

**For:** _____
**GEMT Provider**

Printed Name:_____

Title:_____

E-mail address_____

**For DSS/MHD:**

Printed Name:_____

Title:_____

E-mail address:_____

TERMS

This Intergovernmental Transfer Agreement covers the period beginning on or after July 1, 2017. This agreement may be modified at any time by the written agreement of both parties and it may be canceled by either party after giving thirty (30) days prior notice in writing to the other party.

The parties have duly executed this agreement and each party acknowledges the receipt of a duly executed copy of this agreement with original signatures.

_____
GEMT Provider

_____ _____
Signature Date

_____
Printed Name

_____
Title

MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION

_____ _____
Director Date
MO HealthNet

Updated June 28, 2018

# CITY OF RAYTOWN
# Request for Board Action

**Date: November 16, 2018** **Resolution No.: R-3148-18**
**To: Mayor and Board of Aldermen**
**From: Missy Wilson, Assistant City Administrator**

**Department Head Approval: _____**

**City Administrator Approval: _____**

---

**Action Requested:** Approve and ratify an agreement with CGI Communications for video production.

**Recommendation:** Staff recommends approval as submitted.

**Analysis:** CGI Communications works closely with the United States Conference of Mayors and the National League of Cities. Through these partnerships, CGI is able to provide a myriad of digital marketing tools to showcase and promote individual municipalities nationwide at NO Cost to the municipalities. CGI has selected the City of Raytown to be a participant in their Community Showcase Program.

**CGI's Responsibilities:**
- Assume all costs for the Community Video Program
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Provide script writing and video content consultation
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Feature business sponsors around the perimeter of video panels

**City's Responsibilities:**
- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.raytown.mo.us homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.raytown.mo.us homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

**Alternatives:** Cancel agreement as it is written.

**Additional Reports Attached:** Agreement.

**RESOLUTION NO.: R-3148-18**

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH CGI COMMUNICATIONS**

**WHEREAS**, the City desires to engage the services of CGI Communications for video production services; and

**WHEREAS,** the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with CGI Communications for video production services.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**THAT** the Agreement by and between the City of Raytown, Missouri and CGI Communications is hereby authorized and approved; and

**FURTHER THAT** the signature of the Assistant City Administrator is hereby ratified and the City Administrator is hereby authorized to execute any and all other documents necessary and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20th day of November, 2018.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Joe Willerth, City Attorney

# 2018 Community Video Program

COMMUNICATIONS

| | |
|---|---|
| Name: | Missy Wilson |
| Title: | Economic Development Administrator |
| Address: | 10000 East 59th Street |
| City, State, Zip: | Raytown MO 64133 |
| Phone: | 816-737-6091 |
| Email: | MissyW@raytown.mo.us |
| Website: | www.raytown.mo.us |

**This agreement is between CGI Communications, Inc. ("CGI") and the City of Raytown (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the www.raytown.mo.us homepage, including any alternate versions of that homepage.**

**During the term of this Agreement, CGI shall:**

- Produce a total of four video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate.
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.raytown.mo.us website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

**During the term of this Agreement, the City shall:**

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.raytown.mo.us homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.raytown.mo.us homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

**This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.**

| **The City of Raytown, MO** | **CGI Communications, Inc.** |
|---|---|
| **Signature:** Michelle Wilson | |
| **Name (printed):** Michelle Wilson | **Name (printed): Nicole Rongo** |
| **Title:** Assistant City Administrator | **Title: Vice President of Marketing and Acquisitions** |
| **Date:** 9-28-18 | **Date: August 16, 2018** |

CGI COMMUNICATIONS
130 East Main Street, 5th Floor
Rochester, NY 14604
Phone: 800.398.3029
Fax: 585.653.7393

CGI agrees to defend and indemnify City from any third party action from use or production of the Video including any third party action for copyright, trademark infringement, intellectual property right or publicity right in use of material in the Community Video.

## Teresa Henry

**From:** Alderman Steve Meyers
**Sent:** Thursday, November 15, 2018 12:24 PM
**To:** Teresa Henry; Mayor Mike McDonough; Missy Wilson; Damon Hodges
**Subject:** BOA Mtg Agenda Item Request

Good Afternoon,

I would like to request that a discussion item be placed on the Nov 20th BOA Agenda.

It will be a brief description of the task and end goal aspiration regarding the assembling of a Committee that will revisit one of my **original** Board Goals to reformulate a community tag line to replace the present Raytown Reaching For Tomorrow that has been in place for more than a decade.

Our Board diligently discussed at length in 2017 the results from the previous marketing committee that took up that effort, but we failed to come to a consensus and that committee dissolved unfortunately as did the effort to reformulate the statement.

I appreciate the opportunity to finally revisit and discuss this longtime goal to our Board and re introduce this revised effort and accomplish this important statement revision on Nov 20th.

Your assistance is greatly appreciated in getting this Agenda request brought forward.

Steve Meyers,
Alderman Ward 4

Sec. 2-72. - Standing committees.

(a) The mayor may, at his discretion, appoint such other committees as he deems necessary consisting of any number of members as he may require. Appointments to such committee shall be made by the mayor, said appointments to be recorded in the minutes of the meeting in which said members are appointed.

(b) The board of aldermen may, independently of the mayor, appoint such ad hoc committees as the board deems necessary for the good government of the city, consisting of any number of members as the board may require. The establishment of and appointments to such committees shall be accomplished by a motion of any member of the board duly made, seconded, and upon vote approved by the majority of all the members of the board. Such committees and appointments thereto shall be recorded in the minutes of the meeting in which the same are accomplished.

(c) All appointments to boards, commissions and the like which the mayor is entitled to make and which require the approval of the board of aldermen shall be reviewed by the appropriate standing committee of the board of aldermen, the same to be determined by the mayor, unless such review shall be waived by the majority of the members of the board of aldermen. Such review may, at the discretion of the appropriate committee, including personal interviews with the potential appointee.

(Code 1969, § 2-36; Ord. No. 1844-79, §§ 1—3, 2-20-1979; Ord. No. 1889-79, § 3, 6-5-1979; Ord. No. 2227-81, §§ 1, 2, 5-19-1981; Ord. No. 2527-83, § 1, 5-3-1983; Ord. No. 2685-84, § 1, 8-14-1984; Ord. No. 2789-85, § 1, 5-7-1985; Ord. No. 2815-85, 7-2-1985; Ord. No. 4108-95, § 3, 10-17-1995)

AMENDED BILL NO. 6117-07 ORDINANCE NO. 5259-07 SECTION NO V-B

**AN ORDINANCE ADOPTING A SUPPLEMENTAL OFFICIAL SYMBOL, EMBLEM OR LOGOGRAM FOR THE CITY OF RAYTOWN.**

**WHEREAS,** the City of Raytown adopted a logo consisting of a circle containing an outline of the city limits, a blacksmith and the name of the City on May 21, 1974 pursuant to Ordinance 881-74; and

**WHEREAS,** said logo adopted on May 21, 1974 depicts the history of the City of Raytown and the City desires to maintain said logo for certain uses; and

**WHEREAS,** the City desires to adopt a supplemental logo with a modern and stylistic design for use on City letterhead, printed materials and other appropriate uses;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**Section 1 - Adoption of Logo.** That the symbol, emblem, or logogram (sometimes called logo) which is attached hereto and made a part hereof, is hereby adopted by the Board of Aldermen as a supplemental official emblem, symbol or logogram for all official purposes of the City of Raytown, Missouri.

**Section 2 – Use of Logo.** That the symbol, emblem or logo attached hereto may be imprinted on City stationery, City licenses, upon City property and may in all other ways be known as an official emblem, symbol or logo of the City of Raytown, Missouri henceforth.

**Section 3 – Authority to Alter Logo.** That the City Administrator shall have the authority to approve changes to the words, "Reaching For Tomorrow" contained in the logo.

**Section 4 -Repeal of Ordinances in Conflict.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 5 – Severability Clause.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**Section 6 – Effective Date.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times, and upon final vote taken the 21ST day of August, 2007, was approved by the Board of Aldermen of the City of Raytown, Jackson County, Missouri upon the following vote:

BILL NO. 6117-07 ORDINANCE NO. 52597-07 SECTION NO. V-B

| Alderman | Aye | Nay | Absent/ Abstain |
|---|---|---|---|
| Walters | | ✓ | |
| Creamer | ✓ | | |
| Aziere | ✓ | | |
| Hamilton | ✓ | | |
| Melson | ✓ | | |
| White | ✓ | | |
| Schlapia | ✓ | | |
| Ertz | ✓ | | |
| Fleming | ✓ | | |
| Riehle | ✓ | | |
| Tie vote: Mayor Bower | | | |

Teresa M. Newton

Teresa M. Newton, City Clerk

APPROVED BY THE MAYOR the 21st day of August, 2007.

David Bower, Mayor

ATTEST:

Teresa M. Newton

Teresa M. Newton, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Attorney

Sponsor: Mayor Bower, Aldermen Riehle, Schlapia, Creamer, Hamilton, Ertz

PMS 294 216

CITY OF RAYTOWN

*Reaching For Tomorrow*

# CITY OF RAYTOWN
## Request for Board Action

**Date: August 2, 2007**

**Bill No.:** 6117-07

**To: Mayor and Board of Aldermen**

**Ord. No.:** 5259-07

**From: Michael D. Miller, City Administrator**

**Section:** V-B

**City Administrator Approval**

**Department Head Approval**

**Action Requested:** Approve ordinance authorizing a new City logogram.

**Recommendation:** Adopt Ordinance

**Analysis:** This ordinance authorizes a new City logogram (logo) that was developed as a result of a recommendation to the City that an updated look be created to aid in marketing the City, our opportunities and the City's future. The Raytown Reaching for Tomorrow implementation group retained Affinity of Oldsmar, Florida to develop the artwork for the logo. Under a request by then Mayor Frank, the logo has been registered with the State of Missouri, Office of the Secretary of State as the property of the City of Raytown.

The new logo retains the basic color scheme of the City's flag, incorporating distinctive lettering, graphics indicative of forward momentum and the aspirations for the city to move towards the future.

The current logo will be retained and remain the official "seal" of the City.

Current physical stocks of letterhead, business cards, etc will be retained until exhausted.

**Alternatives:** Alternative is to modify and adopt or not adopt.

Fiscal Impact: $0

**Budgetary Impact**

- [X] Not Applicable
- [ ] Budgeted item with available funds
- [ ] Budgeted item with available funds and costs coming in less than estimate savings of $_____
- [ ] Non-Budgeted item with available funds through prioritization
- [ ] Non-Budgeted item with additional funds requested

**Additional Reports:** N/A

**Sponsor(s):** Mayor Bower, Schlapia, White