

FILED  
December 7, 2023  
Data Center  
Missouri Public  
Service Commission

# Exhibit No. 212

OPC – Exhibit 212  
DR 3003-3006 with 2 attachments  
File No. WR-2023-0344

Responses by: Neal Clevenger

**DATA REQUESTS**

3003. Why has Raytown yet to provide responses to OPC DR Nos. 3000, 3001 and 3002, which were due October 23, 2023?

- a. Please specify a date as to when Raytown will provide responses to DR Nos. 3000, 3001 and 3002.

**The Company did not have the April 2023 through June 2023 documents prepared at the time DRs 3000-3002 were sent to the Company (October 16, 2023). RWC has tried to prepare those documents since receiving that DR. However, given the press of normal business, trying to answer other data requests, and the time-consuming nature of creating these documents, the employee capable of working on these documents has not completed that process. Raytown has sent the January-April documents as a partial response to DR 3000-3002. It is possible May will be finished on November 14, 2023. June will be subsequent to that, and the Company is not sure yet when June will be finished.**

3004. Please demonstrate Raytown's compliance with Commission Ordered Condition 3 in Case No. WF-2021-0131.

- a. If Raytown has not filed the report required by Condition 3, please indicate why not.

**The Company prepares all the Preferred Stock bonds in house in order to save the customers money. Unfortunately, in doing so, the Company overlooked Condition 3 and failed to submit the information. .**

- b. If Raytown has not filed the report required by Condition 3, please indicate when Raytown will do so.

**On 1/14/23, Chiki Thompson submitted detailed records to Ron Irving, Lindsay VanGerpen and Keith Foster.**

3005. Please provide a copy of the finally-executed preferred security issued subsequent to the Commission's Authority provided in Case No. WF-2021-0131.

**Please see attached Preferred Stock Subscription Agreement.**

3006. Does Raytown believe the final terms and conditions of its preferred stock instruments are consistent with the transaction as it was described in Case No. WF-2021-0131?

**Yes.**

3007. According to the terms of the preferred stock described in Raytown's application, and appendices attached thereto, in Case No. WF-2021-0131, the Commission approved the issuance of preferred securities that were redeemable after five (5) years "solely at the discretion of the corporation, and upon request therefore by the shareholder." However, Neal Clevenger testifies in his rebuttal and surrebuttal testimonies that preferred shareholders have the right of redemption after two years (Clevenger Rebuttal, p. 14, line 21 – p. 15, line 2; Clevenger Surrebuttal, p. 5, lines 8-9). If Raytown executed preferred securities materially different from the transaction identified in its application in Case No. WF-2021-0131, why didn't Raytown file a new financing application to receive Commission Authority for the change in terms?

**The terms and conditions of the preferred stock were changed in respect to Dividend payments and redemption time frame to make the stock more marketable.**

**On 3/12/2021, an email was sent by the Company lawyer, Janet Blauvelt, to Jim Busch of PSC describing the change. Please see attached email. No suggestion that an additional application was necessary was received.**

3008. Neal Clevenger testifies in his surrebuttal testimony that preferred stock dividends are considered fixed obligations for purposes of its annual debt service financial covenant of 1.25x in its EIARA loan. Please identify the terms of the EIARA loan to Raytown that specify preferred stock dividends are a fixed obligation for purposes of the debt service coverage financial covenant.

**While the Company has not had any previous experience with interpreting this provision of the Promissory Note, the Company believes that it may follow under Section 5.9 (a) Rate Covenant; Additional Notes and any Additional Obligations. (emphasis added) That section states in part that "the Average Annual Debt Service includes the Series 2022 Note, any Additional Notes and any Additional Obligations." (emphasis added)**

*Submitted November 9, 2023, by David Murray*

*Responses Due on November 14, 2023*

*Responsible Person: Neal Clevenger*

## Preferred Stock Subscription Agreement

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN.

THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

THE RAYTOWN WATER COMPANY

10017 E. 63<sup>rd</sup> STREET

RAYTOWN, MISSOURI, 64133

Ladies and Gentlemen:

The undersigned understands that THE RAYTOWN WATER COMPANY, a corporation organized under the laws of Missouri (the "**Company**"), is offering an aggregate of One Thousand (1,000) shares of its preferred stock, par value \$10,000 per share (the "**Securities**") in a private placement. This offering is made pursuant to the offer, and any other relevant documents (collectively, the "**Offering Documents**"), all as more particularly described and set forth in the Offering Documents. The undersigned further understands that the offering is being made without registration of the Securities under the Securities Act of 1933, as amended (the "**Securities Act**"), or any securities law of any state of the United States or of any other jurisdiction, and is being made only to "accredited investors" (as defined in Rule 501 of Regulation D under the Securities Act).

1. Subscription. Subject to the terms and conditions hereof and the provisions of the Offering Documents, the undersigned hereby irrevocably subscribes for the Securities set forth in Appendix A hereto for the aggregate purchase price set forth in Appendix A, which is payable as described in **Section 4** hereof. The undersigned acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (the "**Subscription Agreement**").
2. Acceptance of Subscription and Issuance of Securities. It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing referred to in **Section 3** hereof. Subscriptions need

not be accepted in the order received, and the Securities may be allocated among subscribers. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "**State Securities Laws**").

3. The Closing. The closing of the purchase and sale of the Securities (the "**Closing**") shall take place at the offices of **Company**, at 9:00 a.m. each quarter on the last business day of the quarter or at such other time and place as the Company may designate by notice to the undersigned.

4. Payment for Securities. Payment for the Securities shall be received by the Company from the undersigned by wire transfer of immediately available funds or other means approved by the Company at or prior to the Closing, in the amount as set forth in Appendix A hereto. The Company shall deliver certificates representing the Securities to the undersigned at the Closing bearing an appropriate legend referring to the fact that the Securities were sold in reliance upon an exemption from registration under the Securities Act.

5. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that:

(a) The Company is duly formed and validly existing under the laws of Missouri, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted.

(b) The Securities have been duly authorized by the Missouri Public Service Commission and the Board of Directors of the Company, and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and nonassessable.

6. Representations and Warranties of the Undersigned. The undersigned hereby represents and warrants to and covenants with the Company that:

(a) **General.**

(i) The undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

(ii) The undersigned is a resident of the state set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

(iii) The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Company shall have no responsibility therefor.

**(b) Information Concerning the Company.**

(i) The undersigned has received a copy of the Offering Documents. The undersigned has not been furnished any offering literature other than the Offering Documents and has relied only on the information contained therein.

(ii) The undersigned understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Offering Documents and in this Subscription Agreement. The undersigned represents that it is able to bear any loss associated with an investment in the Securities.

(iii) The undersigned confirms that it is not relying on any communication (written or oral) of the Company or any of its affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Offering Documents or otherwise by the Company or any of its affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. The undersigned acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining the undersigned's authority to invest in the Securities.

(iv) The undersigned is familiar with the business and financial condition and operations of the Company, all as generally described in the Offering Documents. The undersigned has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

(v) The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the undersigned.

(vi) The undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this private placement at any time prior to the completion of the offering. This Subscription Agreement shall thereafter have no force or effect and the Company shall return the previously paid subscription price of the Securities, without interest thereon, to the undersigned.

(vii) The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(c) **Non-reliance.**

(i) The undersigned represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the terms and conditions of the Securities and the other transaction documents that are described in the Offering Documents shall not be considered investment advice or a recommendation to purchase the Securities.

(ii) The undersigned confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (B) made any representation to the undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the undersigned.

(d) **Status of Undersigned.**

(i) The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The undersigned has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.

(ii) The undersigned acknowledges that the undersigned has complied with the Instructions attached hereto and that all information provided in connection with this Agreement is complete and accurate as of the date thereof and is hereby affirmed as of the date hereof. Any information that has been furnished or that will be furnished by the undersigned to

evidence its status as an accredited investor is accurate and complete, and does not contain any misrepresentation or material omission.

(e) **Restrictions on Transfer or Sale of Securities.** As applies to the Purchaser:

(i) The undersigned is acquiring the Securities solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The undersigned understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Subscription Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) The undersigned understands that the Securities are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "**Commission**") provide in substance that the undersigned may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption therefrom, and the undersigned understands that the Company has no obligation or intention to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act (including Rule 144 thereunder). Accordingly, the undersigned understands that under the Commission's rules, the undersigned may dispose of the Securities principally only in "private placements" which are exempt from registration under the Securities Act, in which event the transferee will acquire "restricted securities" subject to the same limitations as in the hands of the undersigned. Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Securities for an indefinite period of time.

(iii) The undersigned agrees: (A) that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the Securities Act and all applicable State Securities Laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable State Securities Laws; (B) that the certificates representing the Securities will bear a legend making reference to the foregoing restrictions; and (C) that the Company and its affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions.

(iv) The undersigned acknowledges that neither the Company nor any other person offered to sell the Securities to it by means of any form of general solicitation or advertising, including but not limited to: (A) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over



television or radio or (B) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

7. Conditions to Obligations of the Undersigned and the Company. The obligations of the undersigned to purchase and pay for the Securities specified in Appendix A and of the Company to sell the Securities are subject to the satisfaction at or prior to the Closing of the following conditions precedent: the representations and warranties of the Company contained in **Section 5** hereof and of the undersigned contained in **Section 6** hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

8. Obligations Irrevocable. The obligations of the undersigned shall be irrevocable.

9. Legend. The certificates representing the Securities sold pursuant to this Subscription Agreement will be imprinted with a legend in substantially the following form:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS."

10. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

11. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the undersigned without the prior written consent of the other party.

12. Waiver of Jury Trial. THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

13. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Securities by the undersigned ("**Proceedings**"), the undersigned

irrevocably submits to the jurisdiction of the federal or state courts located in the Circuit Court of Jackson County, Missouri, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

14. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

15. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

16. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

17. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by E-mail, registered or certified mail, return receipt requested, postage prepaid to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

If to the Company:                                    10017 E. 63<sup>rd</sup> STREET  
   RAYTOWN, MO 64133  
   Facsimile:    816-356-0331  
   E-mail:    nclevenger@raytownwater.com  
   Attention:    Neal Clevenger, President

with a copy to:    Janet I. Blauvelt  
   THE BLAUVELT LAW FIRM, LLC  
   1600 Genessee, Suite 832  
   Kansas City, MO 64102  
   Facsimile:    N/A  
   E-mail:    jb@blauveltlaw.com

If to the Purchaser:                                    [PURCHASER ADDRESS]  
   Facsimile:    [FAX NUMBER]  
   E-mail: [E-MAIL ADDRESS]  
   Attention:    [TITLE OF OFFICER TO  
   RECEIVE NOTICES]

with a copy to:    [PURCHASER LAW FIRM]  
   Facsimile:    [FAX NUMBER]  
   E-mail: [E-MAIL ADDRESS]  
   Attention:    [ATTORNEY NAME]

18. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments described in the Offering Documents which are not material or which are to the benefit of the undersigned and (iii) the death or disability of the undersigned.

20. Notification of Changes. The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

21. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

PURCHASER (if an individual):

PURCHASER (if an entity):

By \_\_\_\_\_  
Name:

\_\_\_\_\_  
(Legal Name of Entity)  
By \_\_\_\_\_  
Name:  
Title:

State/Country of Domicile or Formation: \_\_\_\_\_  
Aggregate Subscription Amount: US\$ \_\_\_\_\_

The offer to purchase Securities as set forth above is confirmed and accepted by the Company as to \_\_\_\_\_ shares of preferred stock.

THE RAYTOWN WATER  
COMPANY

By \_\_\_\_\_  
Name: Neal Clevenger  
Title: President

**APPENDIX A**

**CONSIDERATION TO BE DELIVERED**

Securities to Be Acquired

Aggregate Purchase Price to be Paid

\_\_\_\_\_ shares of preferred stock

US\$ \_\_\_\_\_

## COVER SHEET WITH SUBSCRIPTION INSTRUCTIONS

Enclosed herewith are the documents necessary to subscribe for \_\_\_\_\_ shares of preferred stock (the "**Securities**") of THE RAYTOWN WATER COMPANY, a corporation organized under the laws of Missouri (the "**Company**"). The Securities are being offered to qualified investors pursuant to the Offering Memorandum, and any other relevant documents (collectively, the "**Offering Documents**"). Set forth herein are instructions for the execution of the enclosed documents.

### A. Instructions.

Each person considering subscribing for Securities should review the following instructions:

- Subscription Agreement: Two copies of the Subscription Agreement must be completed, executed and delivered to the Company at the address set forth below. If your subscription is accepted, the Company will execute both copies of the Subscription Agreement and return one copy to you for your records.
- Back-up Documentation and Certification. If the investor is a natural person, please provide copies of the following relevant documents:
  - (A) Income: If the investor is basing accredited investor status on income, please provide any Internal Revenue Service form that reports the investor's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040); the investor's signature on the Subscription Agreement constitutes the investor's written representation that he or she has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year; **or**
  - (B) Net Worth: If the investor is basing accredited investor status on net worth, please provide one or more of the following types of documentation dated within the prior three months, and the investor's signature on the Subscription Agreement constitutes the investor's written representation that all liabilities necessary to make a determination of net worth have been disclosed:
    - *With respect to assets*: Bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and
    - *With respect to liabilities*: A consumer report from at least one of the nationwide consumer reporting agencies; **or**
- Payment: Payment of US\$ \_\_\_\_\_ for the Securities subscribed for shall be made by delivery by Closing (as defined in Section 3 of the Subscription Agreement) of cash to the Company at the address set forth below or an account specified by the Company.

- Acceptance or Rejection of Subscription: The Company shall have the right to accept or reject any subscription, in whole or in part. An acknowledgment of the Company's acceptance of your subscription for the Securities subscribed for will be returned to you promptly after acceptance.

**B. Communications.**

All documents and checks should be forwarded to:

THE RAYTOWN WATER COMPANY  
10017 E. 63<sup>rd</sup> STREET  
RAYTOWN, MO 64133  
Facsimile: 816-356-0331  
E-mail: [nclevenger@raytownwater.com](mailto:nclevenger@raytownwater.com)  
Attention: Neal Clevenger, President

## Leslie Smart

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**From:** Janet Blauvelt <jb@blauveltlaw.com>  
**Sent:** Friday, March 12, 2021 11:03 AM  
**To:** 'Busch, Jim'  
**Cc:** Chiki Thompson; Neal Clevenger  
**Subject:** RE: WF-2021-0131 Raytown Water Company  
**Attachments:** Revised Preferred Stock Offer 3.9.21.pdf

My apologies, Jim. I apparently sent you the wrong "revised" flyer. Attached is the correct one.

## Janet Blauvelt

1600 Genessee, Ste. 832  
Kansas City, MO 64102  
816-556-0818



This email and all attachments thereto has been sent by The Blauvelt Law Firm, LLC. The information contained herein may be confidential and protected by the attorney-client privilege or attorney work product privilege. If you are not the intended recipient of this email, please advise immediately by calling the phone number listed above, and promptly delete this email and all attachments from your computer. Please do not forward, copy, print, distribute, or otherwise use the information contained herein if you are not the intended recipient.

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**From:** Busch, Jim [mailto:jim.busch@psc.mo.gov]  
**Sent:** Thursday, March 11, 2021 3:48 PM  
**To:** Janet Blauvelt <jb@blauveltlaw.com>  
**Cc:** 'Chiki Thompson' <cthompson@raytownwater.net>; 'Neal Clevenger' <nclevenger@raytownwater.net>  
**Subject:** RE: WF-2021-0131 Raytown Water Company

There is nothing outlined in red.

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**From:** Janet Blauvelt <jb@blauveltlaw.com>  
**Sent:** Thursday, March 11, 2021 3:22 PM  
**To:** Busch, Jim <jim.busch@psc.mo.gov>  
**Cc:** 'Chiki Thompson' <cthompson@raytownwater.net>; 'Neal Clevenger' <nclevenger@raytownwater.net>  
**Subject:** WF-2021-0131 Raytown Water Company

Dear Mr. Busch:

Neal Clevenger has requested that I forward to you, for your information, the Revised Flyer that will be provided to customers announcing the ability to participate in the Preferred Stock Offering authorized in the referenced case. The changes adopted by the company are outlined in red. They are designed to give the investors a little more flexibility.

Please let me know if you have any questions.



Sincerely,

**Janet Blauvelt**

1600 Genessee, Ste. 832

Kansas City, MO 64102

816-556-0818



This email and all attachments thereto has been sent by The Blauvelt Law Firm, LLC. The information contained herein may be confidential and protected by the attorney-client privilege or attorney work product privilege. If you are not the intended recipient of this email, please advise immediately by calling the phone number listed above, and promptly delete this email and all attachments from your computer. Please do not forward, copy, print, distribute, or otherwise use the information contained herein if you are not the intended recipient.



**Raytown Water Company (RWC) is offering to the public the opportunity to purchase Cumulative Preferred Stock.**

***NEW – Revised Redemption Period***

**Earn 3.25% Preferred Stock (\$10,000 Per Share)**

RWC is raising capital to fund projects to update our aging water infrastructure. RWC has approximately 125 projects which need to be completed. These projects include replacing old water mains, valves and fire hydrants.

**Terms:**

- \* The cost for each share of Cumulative Preferred Stock is \$10,000.
- \* Each share will earn a quarterly dividend equal to the Wall Street Journal (WSJ) Prime Rate effective January 1 of each year. The prime rate for 2021 is 3.25%
- \* Dividends will be paid at the end of each quarter.
- \* The Preferred Stock can be redeemed anytime after 2 years or leave invested in the Company up to 5+ years
- \* The stock redemption value is equal to the purchase price plus any unpaid accrued dividend at time of buy back.
- \* RWC has 500 shares available for sale quarterly for the next 3 years.

**Example of potential earnings:**

1 share = \$10,000

Prime Rate = 3.25%

$\$10,000 \times 3.25\% = \$325.00$  annually or \$81.25 quarterly

**For more information, please call RWC 816.356.0333**