



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, January 27, 2025
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

5. Personal Appearances

6. Staff Reports

- A. Public Works
- B. Parks and Recreation
- C. Communications Report
- D. Finance
- E. Economic Development Annual Report

7. Committee Reports

8. Consent Agenda

The items on the Consent Agenda are approved by a single action of the City Council. If any Councilmember would like to have an item removed from the Consent Agenda and considered separately, they may so request.

- A. City Council Meeting Minutes, January 13, 2025

9. Unfinished Business

- A. Approving Extended & Amended Employment Agreement - City Manager (pg 23)

Reference:
Bill 3939

Employment Agreement

The City Council has proposed an amendment to the City Manager's employment contract.

- City Council, 01/13/2025: Approved, 8-0

10. New Business

A. Household Hazardous Waste Agreement with MARC Solid Waste Management District (pg 36)

Reference:

Bill 3938
Letter for 2025 HHW Program
2025 Community Rates
Agreement

The City participates on an annual basis in the Mid-America Regional Council (MARC) Solid Waste Management District Household Hazardous Waste (HHW) program.

- No previous action on this item

B. Award of Contract - Preventative Emergency Generator Maintenance (pg 45)

Reference:

Bill 3942
Contract

The City of Raymore has worked with Central Power Systems & Services for several years to provide preventative maintenance on all emergency generators within the City of Raymore. This contract is for the 2025 calendar year with the option for two one-year renewals as a part of the contract.

- No previous action on this item

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss:

- Real Estate acquisition matters as authorized by § 610.021 (2)

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

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

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

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

PUBLIC WORKS MONTHLY REPORT

January 2025

ENGINEERING DIVISION

Projects Under Construction

- Sunset Lane - Working on waterline installation and site grading

Development Under Construction

- Sendera - Working on Sanitary Sewer
- Raymore Commerce Center south - Working on Sanitary Sewer infrastructure
- Saddlebrook - Utilities have been completed.
- Cunningham 4th - Working on Sanitary Sewer Infrastructure and construction entrance

OPERATIONS & MAINTENANCE DIVISION

- Snow removal operations from Saturday, Jan. 4 through the week
- Meter Activations / Meter Problems
- Miscellaneous water and sewer service requests
- Station readings
- Customer service
- 15 City Hall Work Orders
- 81 Locates
- 15 Service Requests
- 3 Sewer Inspections
- 3 Water Taps
- 6 Water Inspections
- Cleaned, serviced and repaired snow plow equipment
- Push delivered salt into salt dome
- MDNR routine water samples
- Pothole patching city wide
- Sign Repairs - replaced ID signs along S. Franklin in Original Town
- Stale meter repairs
- Picked up materials
- Lead Service Line Inventory inspections for MDNR / EPA
- Final ROW inspections
- Meter activations/meter problems
- Miscellaneous water/sewer service requests
- Station readings
- Customer service/customer service training

MONTHLY REPORT

January 2025

Get Ready

- **Registration is open for the Galentine's Day Book Fair, Thursday, Feb. 13 from 5-9 p.m. at Centerview.** Celebrate friendship and the love of reading at the Galentine's Day Book Fair. Whether you're a bookworm, a casual reader or just looking for a fun way to spend an evening with your besties, this event has something for everyone. [Click here to learn more.](#)
- **Youth Sports Registration Deadlines:**
 - Spring Volleyball League
Early Bird: 1/26, 5 p.m.
Standard: 2/23 online
 - Spring Flag Football
Early Bird: 1/26, 5 p.m.
Standard: 2/23 online
 - Spring Recreational Soccer
Early Bird: 1/26, 5 p.m.
Standard: 2/16 online
 - Spring Social Soccer Experience
Early Bird: 2/10, 5 p.m.
Standard: 3/23 online
- **Learn more about The Rink at www.raymore.com/skate**
Daily Hours of Operations
Skate Rentals and Private Rentals



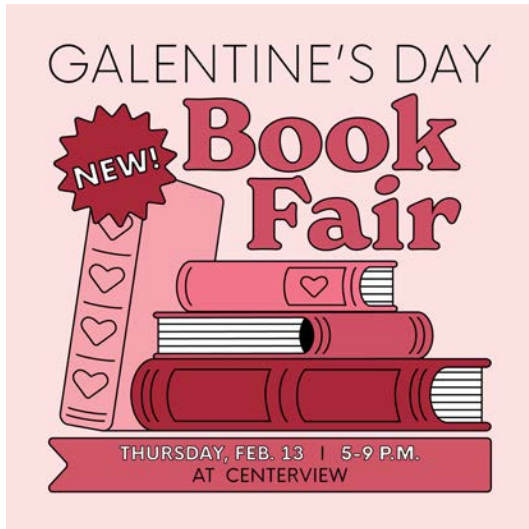
Monthly Highlights

- Recreation & maintenance staff cleaned and set up the concessions area at the Raymore Activity Center.
- Recreation Coordinator Cecilia Walther finalized sponsorships and schedules for the Fitness Open House at the Raymore Activity Center on Saturday, Jan. 4. Twenty participants took part in the fitness open house that included a high intensity interval training class, a yoga class and a zumba class. F.I.T. Muscles and Joint Clinic also provided a booth on site.

- Planning continues for the upcoming Galentine's Day Book Fair and the Spring Craft Show.
- Park maintenance crews trimmed trees along the trails and performed daily maintenance on the ice rink.
- Centerview hosted a celebration of life and a baby shower.
- Parks and Recreation Director Nathan Musteen met with a local business for sponsorship opportunities.
- Recreation Coordinator Cecilia Walther held a fitness open house last Saturday at the Raymore Activity Center.
- Raymore Parks and Recreation is currently taking vendors for the [Spring Craft Show](#). 55 of the 98 available booth spaces have already been filled! If you're interested in being a vendor, [click here](#) for the online application.
- Parks maintenance assisted with the snow plow crew, keeping the sidewalks and buildings clean during the winter snow storm.
- Athletic Coordinator Nick Cook rescheduled basketball practices due to inclement weather.
- Spring and summer athletic registrations are open. You can register at www.raymore.com/sports
- Recreation Superintendent Todd Brennon met with IT staff to discuss software that may potentially be used for the TVs at Centerview and the Raymore Activity Center.
- Economic Development, Development Services and the Parks and Recreation Departments hosted this month's Raymore Chamber of Commerce Coffee and Conversation event at the Raymore Activity Center, 1011 S. Madison St.
- Park maintenance hung new sponsorship banners inside the Raymore Activity Center.
- Park maintenance cleaned the baseball and softball bases for the upcoming summer season.
- Recreation Coordinator Cecilia Walther met with Raymore Nutrition to discuss possible partnership opportunities.
- Recreation Coordinator Cecilia Walther, Athletic Coordinator Nick Cook and Recreation Superintendent Todd Brennon met with Johnny's Tavern to discuss possible partnership opportunities.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo attended the 2025 Shadetree Conference in Manhattan, Kansas hosted by the Kansas Arborists Association.



Events & Opportunities



The Sportsmanship Corner (Excellence Room & Resilience Room)

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

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

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



Raymore Parks and Recreation is a CHAMBER CHAMPION!



Parks & Recreation offer a variety of programming like sports for youth & adults, fitness programs at the expanded RAC, fun paint parties, facility rentals, events like Spirit of America & Mayor's Christmas Tree Lighting (among others), & senior citizen programming! PLUS our parks are lovely & offer inclusive play equipment, a skating rink, & amphitheatre-NATIONALLY recognized for their amenities!

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period December 1, 2024 to December 31, 2024.

December Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

16.70% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 26% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2025.
- Franchise Tax revenues are tracking slightly below straight line at 14.40%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 15.70%. City sales taxes are at 15.08% while state shared gasoline and vehicle taxes are at 17.21%.
- Fees and Permit revenues collected are tracking above straight line budget at 19.80%. There are 33 detached single family building permits issued out of the 128 budgeted starts. In addition, we have issued 1 commercial building permit.
- License revenues collected are tracking above straight line budget at 56.27%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in December and January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are slightly below straight line budget at 13.22%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Information Technology Department has started to replace the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Emergency Management Department is currently at 18.44% of straight line budget primarily due to the payment of the siren maintenance contract.

Parks & Recreation Fund

Revenue:

Revenues are at 32.48% of budget 16.70% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 17.56% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: DECEMBER 31ST, 2024

01 -GENERAL FUND
FINANCIAL SUMMARY

			REMAINING						
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PROPERTY TAXES	0.00	0.00	0.00	2,058,153.00	1,453,201.49	1,456,005.65	0.00	602,147.35	70.74
FRANCHISE TAXES	0.00	0.00	0.00	2,506,712.00	154,935.38	360,941.66	0.00	2,145,770.34	14.40
SALES TAXES	0.00	0.00	0.00	5,003,884.00	400,352.77	785,623.61	0.00	4,218,260.39	15.70
FEES AND PERMITS	0.00	0.00	0.00	709,396.00	52,456.24	140,457.66	0.00	568,938.34	19.80
LICENSES	0.00	0.00	0.00	136,742.00	38,825.00	76,941.00	0.00	59,801.00	56.27
MUNICIPAL COURT	0.00	0.00	0.00	346,752.00	19,877.42	45,849.83	0.00	300,902.17	13.22
MISCELLANEOUS	0.00	0.00	0.00	813,099.00	147,355.96	181,105.76	0.00	631,993.24	22.27
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,575,048.00	166,222.75	632,445.50	0.00	1,942,602.50	24.56
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	14,149,786.00	2,433,227.01	3,679,370.67	0.00	10,470,415.33	26.00
COVID-19									
TOTAL REVENUES	0.00	0.00	0.00	14,149,786.00	2,433,227.01	3,679,370.67	0.00	10,470,415.33	26.00
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	1,317,057.00	109,754.74	281,108.87	0.00	1,035,948.13	21.34
ADMINISTRATION	12,500.00	0.00	12,500.00	1,648,484.26	91,895.06	163,886.32	5,065.40	1,479,532.54	10.25
INFORMATION TECHNOLOGY	6,270.88 (	990.00)	7,260.88	984,015.96	89,702.44	188,928.94	34,599.38	760,487.64	22.72
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	190,494.00	11,931.23	22,820.72	252.47	167,420.81	12.11
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	962,878.80	59,746.30	115,747.65	10,028.87	837,102.28	13.06
ENGINEERING	0.00	0.00	0.00	547,877.68	30,304.97	61,586.90	415.72	485,875.06	11.32
STREETS	1,100.01	0.00	1,100.01	976,122.80	67,583.98	104,078.39	14,088.77	857,955.64	12.11
BUILDING & GROUNDS	0.00	0.00	0.00	412,153.72	26,382.63	52,719.46	3,889.95	355,544.31	13.74
STORMWATER	0.00	0.00	0.00	381,418.60	23,736.13	47,545.69	152.50	333,720.41	12.51
COURT	0.00	0.00	0.00	203,204.00	14,342.92	28,679.51	129.73	174,394.76	14.18
FINANCE	0.00	0.00	0.00	960,665.74	69,595.97	135,604.45	23,920.43	801,140.86	16.61
COMMUNICATIONS	0.00	0.00	0.00	349,099.00	30,818.06	54,913.44	249.47	293,936.09	15.80
PROSECUTING ATTORNEY	0.00	0.00	0.00	27,000.00	2,250.00	2,250.00	2,250.00	22,500.00	16.67
POLICE	7,271.30	0.00	7,271.30	5,898,783.82	427,291.31	893,818.98	33,531.37	4,971,433.47	15.72
EMERGENCY MANAGEMENT	0.00	0.00	0.00	154,839.12	9,963.66	28,443.99	105.53	126,289.60	18.44
TOTAL EXPENDITURES	27,142.19 (	990.00)	28,132.19	15,014,094.50	1,065,299.40	2,182,133.31	128,679.59	12,703,281.60	15.39
REVENUES OVER/(UNDER) EXPENDITURES	(27,142.19 (	990.00) (	28,132.19) (	864,308.50)	1,367,927.61	1,497,237.36	(128,679.59) (	2,232,866.27)	158.34-

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: DECEMBER 31ST, 2024

25 -PARK FUND
FINANCIAL SUMMARY

			REMAINING						
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PARKS DIVISION									
PROPERTY TAXES	0.00	0.00	0.00	545,894.00	390,992.62	391,747.09	0.00	154,146.91	71.76
MISCELLANEOUS	0.00	0.00	0.00	30,385.00	5,721.46	6,104.14	0.00	24,280.86	20.09
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,615.00	0.00	0.00	0.00	22,615.00	0.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	850,000.00	54,166.66	308,333.32	0.00	541,666.68	36.27
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,448,894.00	450,880.74	706,184.55	0.00	742,709.45	48.74
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	50,000.00	51.50	56.50	0.00	49,943.50	0.11
FACILITY RENTAL REVENUE	0.00	0.00	0.00	26,420.00	625.00	625.00	0.00	25,795.00	2.37
PROGRAM REVENUE	0.00	0.00	0.00	338,975.00	3,425.41	5,194.50 (	25.00)	333,805.50	1.53
TOTAL RECREATION DIVISION	0.00	0.00	0.00	415,395.00	4,101.91	5,876.00 (	25.00)	409,544.00	1.41
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	71,175.00	4,951.27	7,877.52	0.00	63,297.48	11.07
PROGRAM REVENUE	0.00	0.00	0.00	15,250.00	175.00	491.00	0.00	14,759.00	3.22
TOTAL CENTERVIEW	0.00	0.00	0.00	86,425.00	5,126.27	8,368.52	0.00	78,056.48	9.68
RAYMORE ACTIVITY CENTER									
MISCELLANEOUS	0.00	0.00	0.00	6,000.00	648.00	849.00	0.00	5,151.00	14.15
CONCESSION REVENUE	0.00	0.00	0.00	4,400.00	570.00	774.50	0.00	3,625.50	17.60
FACILITY RENTAL REVENUE	0.00	0.00	0.00	43,250.00	4,940.00	8,702.50	0.00	34,547.50	20.12
PROGRAM REVENUE	0.00	0.00	0.00	262,775.00	1,632.00	5,647.00	0.00	257,128.00	2.15
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	316,425.00	7,790.00	15,973.00	0.00	300,452.00	5.05
TOTAL REVENUES	0.00	0.00	0.00	2,267,139.00	467,898.92	736,402.07 (	25.00)	1,530,761.93	32.48
EXPENDITURE SUMMARY									
PARKS DIVISION	0.00	0.00	0.00	1,185,067.89	84,679.77	165,374.87	7,455.53	1,012,237.49	14.58
RECREATION DIVISION	0.00	0.00	0.00	402,907.50	21,983.35	40,232.25	668.38	362,006.87	10.15
CENTERVIEW	0.00	0.00	0.00	111,028.96	10,402.47	19,913.75	468.79	90,646.42	18.36
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	292,330.54	29,127.80	42,002.81	2,419.69	247,908.04	15.20
TOTAL EXPENDITURES	0.00	0.00	0.00	1,991,334.89	146,193.39	267,523.68	11,012.39	1,712,798.82	13.99
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	275,804.11	321,705.53	468,878.39 (	11,037.39) (	182,036.89)	166.00

50 -ENTERPRISE FUND
FINANCIAL SUMMARY

			REMAINING						
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	178,734.00	32,814.90	41,976.89	0.00	136,757.11	23.49
UTILITY REVENUE	0.00	0.00	0.00	11,145,395.00	893,884.27	1,946,169.38	0.00	9,199,225.62	17.46
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	11,324,129.00	926,699.17	1,988,146.27	0.00	9,335,982.73	17.56
COVID-19									
SRF SEWER BONDS									
TOTAL REVENUES	0.00	0.00	0.00	11,324,129.00	926,699.17	1,988,146.27	0.00	9,335,982.73	17.56
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	750,000.00	62,500.00	125,000.00	0.00	625,000.00	16.67
WATER	14,882.30	8,022.66	6,859.64	4,477,053.34	307,210.71	417,808.18	71,649.99	3,987,595.17	10.93
SEWER	0.00	0.00	0.00	4,679,397.34	488,406.19	594,989.39	50,785.35	4,033,622.60	13.80
SOLID WASTE	0.00	0.00	0.00	2,183,409.00	166,945.55	166,945.55	0.00	2,016,463.45	7.65
TOTAL EXPENDITURES	14,882.30	8,022.66	6,859.64	12,089,859.68	1,025,062.45	1,304,743.12	122,435.34	10,662,681.22	11.80
REVENUES OVER/ (UNDER) EXPENDITURES	(14,882.30)	8,022.66	(6,859.64)	(765,730.68)	(98,363.28)	683,403.15	(122,435.34)	(1,326,698.49)	73.26-

Investment Monthly Report

Investments Held at 12/31/2024

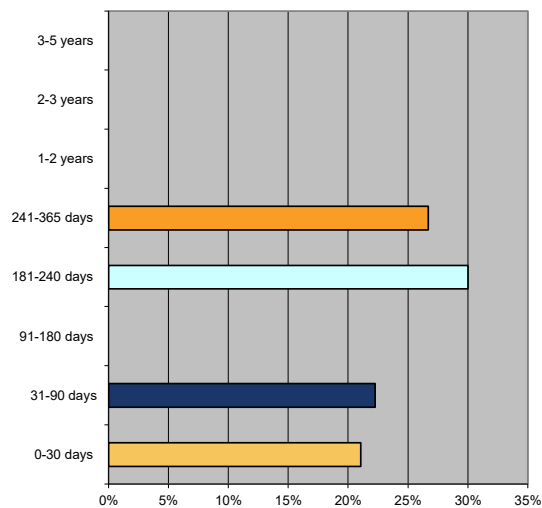
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/23/24	296025548	CBR	US TREASURY NOTE		12/31/25	4,001,093.75	4,000,000.00	4.2210	4,001,093.75	1,093.75
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	4,734,394.10	4,734,394.10	4.1600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

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

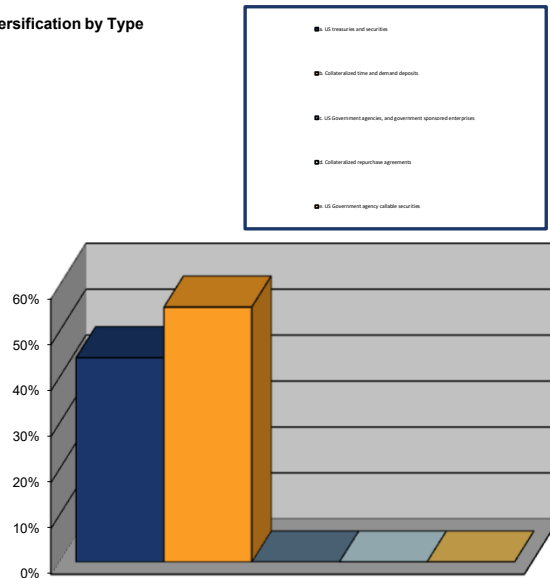
Average Annual Rate of Return: 4.5238

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
12/21/23	910088	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	365.00
12/21/23	910104	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	365.00

Average Rate of Return on Maturities: 5.10

December Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2024 - Sept. 2025)	MoDOT (Traffic & Hwy. Safety Division)	\$11,037 (no match)	\$3,339.77	\$0.00	09/30/25
State & Community Hwy. Safety Grant - HMV (Oct. 2024 - Sept. 2025)	MoDOT (Traffic & Hwy. Safety Division)	\$15,379 (no match)	\$1,247.68	\$1,247.68	09/30/25
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$4,353	\$0.00	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2025 (July 2024 - June 2025)	FEMA	\$34,171.57 (50% match)	\$16,570.28	\$8,148	06/30/25
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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State & Community Hwy. Safety Grant - DWI (Oct. 2023 - Sept. 2024)	MoDOT (Traffic & Hwy. Safety Division)	\$11,037 (no match)	\$5,117.84	\$5,117.84	09/30/24
State & Community Hwy. Safety Grant - HMV (Oct. 2023 - Sept. 2024)	MoDOT (Traffic & Hwy. Safety Division)	\$5,750 (no match)	\$6,748.53	\$5,820.40	09/30/24

December Grant Summary

Emergency Mgmt. Performance Grant - 2024 July 2023 - June 2024)	FEMA	\$32,008.28 (50% match)	\$32,008.28	\$32,008.28	06/30/24
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THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JANUARY 13, 2025, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

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

2. Roll Call

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

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

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

Emergency Management Director Tim Baldwin, Public Works Assistant Director of Operations Justin Paith, and Chief of Police Wilson reviewed the recent winter weather event, including preparation for the event, maintenance of the roads, and emergency response events. They answered questions from Council.

City Manager Jim Feuerborn announced Justin Paith was promoted to Public Works Assistant Director of Operations. He also announced that Alex Garcia received the 2025 Missouri Park and Recreation Association Professional Development Scholarship, noting only four are awarded statewide. He stated there will be no work session on January 20 as that is Martin Luther King Jr. Day.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, December 23, 2024

B. Resolution 25-01: Appointments and Affirmations of Membership to Incentive District Boards

C. Resolution 25-02: 2024 Curb Project - Acceptance and Final Payment

D. Resolution 25-04: Recreation Park Playground - Acceptance and Final Payment

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

DISCUSSION: None

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

9. Unfinished Business

A. Original Town Alleyway Vacation

BILL 3933: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 14 OF THE ORIGINAL PLAT OF THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3933 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3933 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3933 as **Raymore City Ordinance 2025-001.**

B. Calling for the April 8, 2025 Municipal Election

BILL 3935: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 8, 2025."

City Clerk Erica Hill conducted the second reading of Bill 3935 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3935 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3935 as **Raymore City Ordinance 2025-002.**

C. Award of Contract - 510 Printing/Minutemen Press for Printing and Mailing Services

BILL 3936: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 510 PRINTING/MINUTEMEN PRESS FOR PRINTING AND MAILING SERVICES FOR THE REVIEW."

City Clerk Erica Hill conducted the second reading of Bill 3936 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3936 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3936 as **Raymore City Ordinance 2025-003.**

D. Directing Submission of a Public Safety Sales Tax on the April 8, 2025 Ballot

BILL 3937: "AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI, AT THE ELECTION ON APRIL 8, 2025, THE PROPOSAL TO AUTHORIZE THE IMPOSITION OF A PUBLIC SAFETY TAX FOR HIRING, PAYING, EQUIPPING, AND TRAINING POLICE OFFICERS AT A RATE OF ONE-QUARTER OF ONE PERCENT."

City Clerk Erica Hill conducted the second reading of Bill 3937 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3937 by title only.

DISCUSSION: Councilmember Circo stated over the years he has heard from citizens that they want a guarantee that an additional tax would go to public safety. He feels this will satisfy the request of the citizens.

Councilmember Mills stated he would like to see a sunset clause in this sales tax so future generations can decide on the future of the tax.

MOTION TO AMEND: by Councilmember Mills, second by Councilmember Baker to add to the ballot language: if approved by voters, this tax will continue for a period not to exceed 20 years from its adoption, to sunset thereafter unless renewed by the voters prior to its expiration.

Discussion ensued.

Councilmember Abdelgawad called the question on the motion to amend.

VOTE ON MOTION TO AMEND:

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

VOTE ON ORIGINAL MOTION:

Councilmember Abdelgawad	Aye
Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye

Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3937 as **Raymore City Ordinance 2025-004.**

10. New Business

A. Tax Increment Financing Plans and Redevelopment Projects Annual Report (public hearing)

Mayor Turnbow opened the public hearing at 6:37 p.m. and called for a staff report.

Economic Development Director Jordan Lea reviewed the information included in the Council packet. In accordance with RSMo. 99.865, staff reviewed the progress of the various Tax Increment Financing (TIF) Plans throughout the City to determine if the plans and redevelopment projects associated with such plans are making satisfactory progress under the proposed time schedules outlined with the approved plans. Staff provided a summary of the following TIF Plans and Redevelopment Projects with the City: Foxwood Village Shops TIF Plan, Highway 58 West Extended Redevelopment TIF Plan (Galleria), and Highway 58 and Dean Avenue TIF Plan (Raymore Marketplace).

Mayor Turnbow opened the floor for public comment. Hearing none, he closed the public hearing at 6:40 p.m.

B. Approving Extended & Amended Employment Agreement - City Manager

BILL 3939: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN EXTENDED AND AMENDED EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR THE SERVICES OF CITY MANAGER, AUTHORIZING APPROVAL OF THIS ORDINANCE AND EXECUTION OF THE CONTRACT HEREIN FOR THE ORDERLY ADMINISTRATION OF THE LEGAL, ADMINISTRATIVE, AND CONTRACTUAL MATTERS OF THE CITY."

City Clerk Erica Hill conducted the first reading of Bill 3939 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the council packet. This Bill approves the employment contract with Jim Feuerborn to continue serving as the City Manager. The only changes from the original contract as amended and extended from last year include base salary increased by 5%, increase of 1% in City contributions to Mr. Feuerborn's ICMA Retirement Account, for a total of six percent of his gross base salary. The dates for effectiveness and execution have been updated to September 1, 2024 to September 1, 2025.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3939 by title only.

DISCUSSION: None

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked staff for their work during the recent winter weather event, congratulated Mr. Paith on his promotion and Ms. Garcia on the scholarship, urged voters to consider the public safety sales tax issue, and recognized the recent Law Enforcement Appreciation Day.

Mayo Turnbow called for a moment of silence for President Jimmy Carter.

13. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore City Council adjourned at 6:54 p.m.

Respectfully submitted,

Erica Hill
City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 1/13/2025

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Approving Extended & Amended Employment Agreement - City Manager (pg 23)

STRATEGIC PLAN GOAL / STRATEGY

4.1.3 and 4.2.1 Continual governance improvement and high quality workforce

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
9/1/2024

Estimated End Date
9/1/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3939
2. Employment Agreement

BACKGROUND / JUSTIFICATION

This Bill approves the employment contract with Jim Feuerborn to continue serving as the City Manager. The only changes from the original contract (as amended and extended from last year) include the following:

- (a) Base salary increased by 5% to \$208,968 pursuant to Council instruction,
- (b) Increase of one percent (1%) in City contributions to Mr. Feuerborn's ICMA Retirement Account, for a total of six percent (6%) of his gross base salary.
- (c) All applicable dates for effectiveness and execution have been updated to cover the September 1, 2024 to September 1, 2025 contract year, and
- (d) The term of the contract has been extended to September 1, 2025.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN EXTENDED AND AMENDED EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR THE SERVICES OF CITY MANAGER, AUTHORIZING APPROVAL OF THIS ORDINANCE AND EXECUTION OF THE CONTRACT HEREIN FOR THE ORDERLY ADMINISTRATION OF THE LEGAL, ADMINISTRATIVE, AND CONTRACTUAL MATTERS OF THE CITY."

WHEREAS, Article V, Section 5.1 of the Raymore City Charter provides that a City Manager is needed to carry out the orderly affairs of administration of the City and may be appointed by the Mayor with the advice and consent of six (6) out of eight (8) members of the entire City Council.

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

Section 1. The Mayor is hereby authorized to enter into an Extended and Amended Employment Agreement with Jim Feuerborn as City Manager which is attached as Exhibit A.

Section 2. The Mayor and City Clerk are authorized to execute Exhibit A, the Extended and Amended Employment Agreement, on behalf of the City of Raymore.

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

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

DULY READ THE FIRST TIME THIS 13TH DAY OF JANUARY, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF JANUARY, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

EXTENDED & AMENDED EMPLOYMENT AGREEMENT

City Manager (September 2024 - September 2025)

THIS EXTENDED & AMENDED EMPLOYMENT AGREEMENT (hereinafter called the “Agreement”), made and entered into this _____ day of January 2025, by and between the City of Raymore, of the State of Missouri, a Charter City and municipal corporation, hereinafter called “Employer” and Jim Feuerborn, hereinafter called “Employee”, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to continue the employment services of said Employee, Jim Feuerborn as City Manager whose powers and duties are outlined in Article V, Section 5.2 of the City Charter and in Article V, Sections 115.170-115.240 of the Municipal Code of the City of Raymore; and

WHEREAS, following the annual review required by Article V, Section 5.4 of the City Charter, Employer desires to amend and alter the compensation paid to said Employee, Jim Feuerborn for the continued services as City Manager until further amended or altered by mutual agreement of the Employer and the Employee or until expiration of the term of this Agreement herein, as may be amended or extended.

WHEREAS, it is the desire to the governing body of the Employer (hereinafter called “Council”) to provide certain benefits, to establish certain conditions of employment, and to set the working conditions of said Employee; and

WHEREAS, Employee desires to accept the continued employment as City Manager of said City of Raymore; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer agrees to continue to employ said Employee, Jim Feuerborn, as City Manager of the City of Raymore to perform the functions and duties specified in Said

Article V, Sections 5.1 through 5.4 of the Raymore City Charter and by Article V, Sections 115.170 through Section 115.240 of the Municipal Code of the City of Raymore and to perform other legally permissible and proper duties and functions as the Council shall from time-to-time assign.

SECTION 2. TERM

A. Employer and Employee acknowledge that the City Manager shall be appointed, effective retroactively to September 1, 2024, for an indefinite term but it is the intent of both parties that Employee shall remain in the exclusive employment of Employer until September 1, 2025 and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as herein provided.

B. In the event written notice is not given by either party to this Agreement to the other a minimum of thirty (30) days prior to the termination date as hereinabove provided, this Agreement may be extended on the same terms and conditions as herein provided, for additional one (1) year periods. Said Agreement shall continue thereafter for one (1) year periods unless either party hereto gives thirty (30) days written notice to the other party that the party does not wish to extend this Agreement. In the case where the Employer gives said notice, the provisions of Section 4, Paragraph A of this Agreement apply.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council, to terminate the services of Employee at any time, subject only to the provision set forth in Section 5 of this Agreement.

SECTION 3. SUSPENSION

Employer may suspend the employee with full pay and benefits at any time during the term of this Agreement, but only if:

- (1) a majority of the Council and Employee agree, or
- (2) after a public hearing a majority of the Council votes to suspend Employee, for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council member(s) bringing such charges.

SECTION 4. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to four (4) months aggregate salary, benefits, and deferred compensation ("Aggregate Severance Sum") Employee shall also be compensated for all earned sick leave, vacation, holidays, and other accrued benefits to date in accordance with the provisions governing accrual and payment thereof on termination of employment in the City Personnel Policy.

B. In the event the Employee is terminated for cause. Employer shall have no obligation to pay the Aggregate Severance Sum designated in the above paragraph.

C. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, then Employee will be deemed to be "terminated" at the date of such reduction or such refusal to comply and shall be entitled to severance as described in Section 4, Paragraph A.

SECTION 5. RESIGNATION

In the event Employee voluntarily resigns his position with Employer before expiration of aforesaid term of his employment, then Employee shall give Employer one (1) month notice in advance, unless the parties agree otherwise.

SECTION 6. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4, Paragraph A.

SECTION 7. SALARY AND COMPENSATION

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary retroactively applied to September 1 2024 of \$208,968, payable in

installments at the same time as the other management employees of the Employer are paid. In addition, Employer agrees to Increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual performance and salary review of said Employee that shall occur as soon after November 1, as is reasonably possible. Any salary increase deemed appropriate by the Council shall go into effect at the same time and in the same manner as regular and management employees of the City.

In addition to the annual salary provided for above, Employee shall also receive as part of his compensation under this Agreement, a vehicle allowance for acquisition, maintenance, operation, and continued support of Employee's vehicle in an amount of \$500.00 per month payable with the installments provided for the annual base salary.

In addition to the annual salary and the vehicle allowance provided above, Employee shall also receive as part of his compensation under this Agreement, a contribution from Employer equal to six (6%) of Employee's gross base salary to a deferred compensation plan maintained, managed, and operated through the International City/County Management Association Retirement Corporation (ICMA-RC).

In addition to the annual salary, the vehicle allowance and the deferred compensation plan, Employee shall also receive as part of his compensation under this Agreement, a cellular telephone allowance for acquisition, maintenance, operation, and continued support of Employee's cellular telephone in an amount equal to that authorized by the Employer's policies for other eligible employees to be paid with the installments provided for the annual base salary.

SECTION 8. PERFORMANCE EVALUATION

A. The Mayor and Council shall review and evaluate the performance of the Employee at least once annually as soon after November 1, as is reasonably possible. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. A summary written statement of the findings will be a resultant of the evaluation process an adequate opportunity for the Employee shall be provided to discuss his evaluation with the Council.

B. Annually, the Council and Employee shall define such goals and performance objectives that they may determine necessary for the proper operation of

Raymore and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

SECTION 9. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as he shall deem appropriated during said normal office hours.

SECTION 10. OUTSIDE ACTIVITIES

Employee shall not spend more than ten (10) hours per week in teaching, consulting, or other non-Employer-connected business without the prior approval of the Council.

SECTION 11. VACATION LEAVE

Employee shall accrue and have credited to his personal account vacation leave at his current accrual rate with increases pursuant to the Raymore Personnel Policy.

SECTION 12. DISABILITY, HEALTH & LIFE INSURANCE

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependent's coverage group insurance covering Employee and his dependents.

B. Employer agrees to purchase and to pay the required premiums on term life insurance policies equal in sum total to the maximum amount allocated pursuant to the benefit package authorized to all employees of Raymore, with the beneficiary named by Employee.

C. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other employees of Employer or, in the event no such plan exists, to provide same for Employee.

D. Employer shall provide travel insurance for Employee which he is traveling on Employer's business, with Employee to name the beneficiary thereof.

E. Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer, should the Employer so require.

SECTION 13. RETIREMENT

Employer agrees to execute all necessary agreements provided by Missouri Retirement Plan for State and Municipal Employees known as "LAGERS" and shall provide for Employee's continued participation in said LAGERS retirement plan and, in addition to the base salary paid by the Employer to Employee, Employee shall be entitled to his interest in the LAGERS retirement plan upon resignation or termination as provided by the City's policy regarding LAGERS and state statutes governing the LAGERS program. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

SECTION 14. DUES AND SUBSCRIPTIONS

Employer agrees to budget for, and to pay for, professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer. (Examples would include but not necessarily be limited to ICMA, MCMA, Historical Society, Rotary, Optimist Club).

A. Employee agrees to provide to Employer in advance of each fiscal year, a budget or request for the amount for such expenses for professional development as outlined herein and to participate in Employee's professional development. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meeting, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the Employer.

SECTION 16. INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therein.

SECTION 17. BONDING

Employer shall bear the full cost of any bond which may be required by City Code, State, or Federal statute, in such sum as may be required of Employee.

SECTION 18. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor and Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Raymore Charter or any other law.

B. All provisions of the Raymore Charter and Code, personnel policy, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holiday and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefor on termination of employment as provided in the Raymore Personnel Policy.

SECTION 19. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: City of Raymore
 100 Municipal Circle
 Raymore, Missouri 64083

- (2) Employee: Jim Feuerborn
 1215 Wiltshire Blvd
 Raymore, Missouri 64083

alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 20. GENERAL PROVISIONS

A. The text herein shall constitute the entire Extended & Amended Employment Agreement between the parties.

B. This Extended & Amended Employment Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Extended & Amended Employment Agreement shall become effective commencing retroactively on the 1st day of September 2024.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Extended & Amended Employment shall remain in full force and effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City of Raymore has caused this Extended & Amended Employment Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

Kristofer P. Turnbow

Date of Signature

“Employer”

ATTEST:

Erica Hill, City Clerk

Jim Feuerborn

Date of Signature

“Employee”

APPROVED AS TO FORM:

Jonathan S. Zerr, City Attorney



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 1/27/2025

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Household Hazardous Waste Agreement with MARC Solid Waste Management District (pg 36)

STRATEGIC PLAN GOAL / STRATEGY

2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	MARC
Amount of Request/Contract:	\$28,595.78
Amount Budgeted:	\$28,000.00
Funding Source/Account:	06-7320-0000

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3938
2. Letter for 2025 HHW Program
3. 2025 Community Rates
4. Agreement

BACKGROUND / JUSTIFICATION

This program allows Raymore residents to participate in several Household Hazardous Waste (HHW) drop off events held throughout the metropolitan area, including an event that alternates between Raymore and Belton. Residents also have access to permanent HHW drop off locations in the metropolitan area that can be used year-round.

The budget for this service is **\$28,000.00** and this year's agreement is **\$28,595.78**. MARC calculates the annual fee for this service based on a per capita rate of \$1.13 multiplied by the 2023 Census' estimated population for our community (25,306).

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT, RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM."

WHEREAS, this Agreement is entered into pursuant to RSMo 70.210; and,

WHEREAS, Cass, Clay, Jackson, Platte, and Ray counties and the City of Kansas City, Missouri, have formed the Mid-America Regional Council Solid Waste Management District (SWMD) pursuant to Section 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within member counties; and,

WHEREAS, the City of Raymore, Missouri, (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the regional Household Hazardous Waste (HHW) Collection Program.

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

Section 1. The Mayor, City Manager, and City Clerk are hereby authorized to execute an agreement (Exhibit A) with SWMD providing for the participation in the regional HHW program.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 27TH DAY OF JANUARY, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF FEBRUARY, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

MARC Solid Waste Management District

Serving local governments in
Cass, Clay, Jackson, Platte and
Ray Counties and working
cooperatively with Johnson,
Leavenworth, Miami and
Wyandotte Counties

Executive Board

Appointed:

Louis Cummings
City of Kansas City

Bob Huston
Cass County

Donna Koontz
Clay County

Vacant
Jackson County

Daniel Erickson
Platte County

Vacant
Ray County

Elected:

David Pavlich
City of Kearney

Doug Wylie, Chair
City of Parkville

Mike Jackson, Vice Chair
City of Independence

Chris Bussen
City of Lee's Summit

Mike Larson
City of Sugar Creek

Trent Salisbury
City of Raymore

Vacant
City of Blue Springs

Lauran Kurtz
City of Lake Lotawana

Ex Officio:

Dianna Bryant
Secretary/Treasurer

October 25, 2024

Re: 2025 Regional Household Hazardous Waste (HHW) Program

The Regional Household Hazardous Waste Collection Program provides residents the opportunity to safely dispose of household hazardous products that cannot be thrown away in the trash. The MARC Solid Waste Management District administers this program in partnership with the cities of Kansas City, Mo and Lee's Summit.

Membership in the program provides residents year-round access to permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collection events.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners, fluorescent bulbs, and other items such as nail polish, bug spray and oven cleaners.

The 2025 participation fee will remain at \$1.13 per capita and will be applied to 2023 population estimates. A community cost list is attached to the agreement enclosed. The MARC Solid Waste Management District also supports the program with Plan Implementation funds.

If you are interested in providing this service to your residents in 2025, please sign and return the agreement by **Friday, December 20, 2024**. After both parties have signed the agreement, we will send you an invoice.

If you have any questions and/or would like a presentation to your city council or county commissioners, please contact Nadja Karpilow at (816) 701-8226.

We look forward to serving your community.

Sincerely,



Doug Wylie
Chair, MARC Solid Waste Management District

2025 Intragovernmental Agreement - Attachment 1		
2025 Regional HHW Program Fees	2023 Population	2025 Rate
Community	Estimates	\$1.13 per capita
Archie	1,262	\$1,426.06
Belton	25,534	\$28,853.42
Blue Springs	60,539	\$68,409.07
Buckner	2,877	\$3,251.01
Claycomo Village	1,353	\$1,528.89
Cleveland	639	\$722.07
Dearbprn	502	\$567.26
Drexel	811	\$916.43
Edgerton	605	\$683.65
Excelsior Springs	10,612	\$11,991.56
Ferrelview	650	\$734.50
Garden City	1,579	\$1,784.27
Gladstone	27,329	\$30,881.77
Glenaire	531	\$600.03
Grain Valley	16,609	\$18,768.17
Grandview	25,436	\$28,742.68
Greenwood	6,123	\$6,918.99
Hardin	559	\$631.67
Harrisonville	9,852	\$11,132.76
Independence	120,922	\$136,641.86
Kearney	11,060	\$12,497.80
Lake Lotawana	2,515	\$2,841.95
Lake Tapawingo	777	\$878.01
Lake Waukomis	931	\$1,052.03
Lake Winnebago	1,715	\$1,937.95
Lawson	2,526	\$2,854.38
Liberty	30,794	\$34,797.22
Loch Lloyd	975	\$1,101.75
Lone Jack	1,744	\$1,970.72
North Kansas City	5,534	\$6,253.42
Oak Grove	8,795	\$9,938.35
Orrick	740	\$836.20
Parkville	8,859	\$10,010.67
Peculiar	6,101	\$6,894.13
Platte City	4,828	\$5,455.64
Pleasant Hill	8,679	\$9,807.27
Pleasant Valley	2,726	\$3,080.38
Raymore	25,306	\$28,595.78
Raytown	29,097	\$32,879.61
Richmond	5,958	\$6,732.54
Riverside	4,417	\$4,991.21
Smithville	10,785	\$12,187.05
Sugar Creek	3,204	\$3,620.52
Weatherby Lake	2,111	\$2,385.43
Weston	1,811	\$2,046.43
Wood Heights	754	\$852.02
Unincorporated Cass County	24,494	\$27,678.22
Unincorporated Clay County	15,606	\$17,634.78
Unincorporated Jackson Co.	23,682	\$26,760.66
Unincorporated Platte County	30,209	\$34,136.17
Unincorporated Ray County	11,194	\$12,649.22
Population Source:		
https://www.marc.org/Data-Economy/Metrodateline/Population/Current-Population-Data		

2025

**Intergovernmental Agreement between the
MARC Solid Waste Management District and
Raymore, Missouri relating to the
Regional Household Hazardous Waste Collection Program**

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Raymore, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Raymore, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2025**.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. **Fees.** **Raymore, Missouri** agrees to pay the sum of **\$28,595.78** to participate in the 2025 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.13 applied to 2023 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. **Payment.** The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2025. No pro ration of fees is applicable under this agreement.

C. **Contact Person.** The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. **Permanent Collection Facilities.** HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. **Outreach Collections.** Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII Insurance

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Douglas P. Wylie

Date: 12/18/24

Doug Wylie, Chair

Participating Member:

City of Raymore Date: 12/18/24

Trent Salisbury

Print Name

Director of Public Works

Print Title



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 1/27/2025

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Preventative Emergency Generator Maintenance (pg 45)

STRATEGIC PLAN GOAL / STRATEGY

2.1.2 - Enhance and strengthen emergency preparedness response and recovery plans across the organization.

FINANCIAL IMPACT

Award To: Central Power Systems & Services
Amount of Request/Contract: \$7,722.00
Amount Budgeted:
Funding Source/Account: 07-7320-1020

PROJECT TIMELINE

Estimated Start Date
1/1/2025

Estimated End Date
12/31/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3942
2. Contract

BACKGROUND / JUSTIFICATION

The City of Raymore has worked with Central Power Systems & Services for several years to provide preventative maintenance on all emergency generators within the City of

Raymore. They continue to be responsive and provide excellent service. This contract is for the 2025 calendar year with the option for two one-year renewals as a part of the contract.

BILL 3942

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL POWER SYSTEMS & SERVICES FOR PREVENTATIVE EMERGENCY GENERATOR MAINTENANCE AND REPAIRS."

WHEREAS, the City of Raymore has eight emergency generators at multiple City facilities that must be in working order at all times; and,

WHEREAS, the City has worked with Central Power Systems & Services for the past several years; and,

WHEREAS, Central Power Systems & Services was the sole bidder for this contract.

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

Section 1. The City Manager is hereby directed to enter into a contract with Central Power Systems & Services in the amount of \$7,722.00.

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

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

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

DULY READ THE FIRST TIME THIS 27TH DAY OF JANUARY, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 10TH DAY OF FEBRUARY, 2025 BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Preventive Maintenance Services Emergency Generator Systems

Agreement made this **10th** day of **February, 2025**, between Central Power Systems & Services, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1900 Plumbers Way, Liberty, MO 64068, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of **February 10, 2025** and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 24-005 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Emergency Generator maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning January 1, 2025 and ending December 31, 2025. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

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

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

The City will be the sole judge as to the sufficiency of the work performed.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

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

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

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by

subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

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

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) only when there is a repair or upgrade to the systems, not general maintenance. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

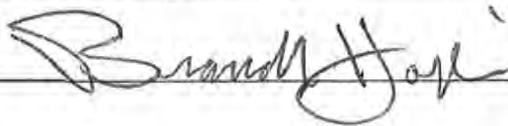
(CITY SEAL)

Central Power Systems & Services

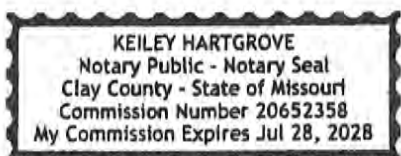
Company Name

By: Branden Hopkins _____

Title: Services Sales _____

Attest:  _____

(SEAL)



APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Preventive Maintenance Services – Emergency Generator Systems

1.0 GENERAL:

The Supplementary Conditions define the Services; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement.

The City of Raymore desires to have an exclusive agreement with a single vendor to provide all preventive maintenance services for its public facility Emergency Generator systems. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contractor and the City are satisfied with the agreement. The contract shall include an annual amount for preventive services as well as guaranteed rates for regular and overtime repair services and materials markup.

A full list of covered equipment and their locations is included within this Appendix.

2.0 SCOPE OF WORK:

The work under this contract consists of the following:

CONTRACTOR TO:

1. Technicians on staff must be EGSA Certified Generator Technicians and must wear Company logo uniforms when on site to perform said tasks.
2. Provide all supplies and equipment necessary to perform tasks listed below
3. Track and report to the Building Maintenance Technician all duties performed on generators A-B and report to the Assistant Public Works Director of Operations on generators C-H.
4. Submit copies of maintenance tasking records when invoicing the City
5. Repair any damage to facilities incurred during the performance of prescribed preventive maintenance and/or optional repair services
6. Removal and disposal of any and all waste resulting from such maintenance and/or optional repair services
7. Maintain the work area in a professional manner
8. Notify the City Building Maintenance Technician of any irregularities found on generators A-B and report to the Assistant Public Works Director of Operations on generators C-H.

Contractor shall schedule all preventive maintenance tasks with a minimum of 48 hours notice to the Building Maintenance Technician.

3.0 SPECIAL PROVISIONS:

- 3.1 *Working Hours:* All preventive maintenance work shall occur between 8:00 A.M. and 3:30 P.M. unless expressly authorized in writing by the City.
- 3.2 *Tax Exempt:* This is a Tax Exempt Project

Once per year, the contractor shall inspect the engine, generator, transfer switch on all covered equipment to include (if applicable for that equipment):

ENGINE

Lubrication System

- Draw oil sample at time of Annual PM for independent lab analysis
- Perform complete oil and filter change at time of Annual PM
- Inspect waste oil & filter(s) for visual evidence of dilution or contamination
- Test run engine and inspect for leaks - check all engine controls for proper adjustments

Fuel System - Diesel

- Change engine fuel filter(s) at time of Annual PM
- Inspect fuel supply for quantity and visual contamination
- Inspect fuel supply manifolds for leaks, condition, and security
- Inspect engine fuel lines, pump, and filters for leaks, condition, and security
- Inspect and lubricate governor actuator to rack and ball joints

Fuel System – Gasoline

- Inspect fuel tank leaks, condition, security, and visual contaminants
- Inspect fuel line for leaks, condition, and security
- Inspect fuel shut-off valve (if so equipped) for leaks and proper operation
- Inspect spark plug - clean and gap as needed
- Inspect carburetor for leaks and proper operation - clean and adjust as needed
- Inspect ignition system for condition and proper operation

Air System

- Inspect fixed &/or powered louvers for condition, security, proper operation, and airflow.
- Inspect air filter for condition and security: tighten clamps and brackets as needed.
- Inspect turbo outlet pipes (if so equipped) for condition and security: tighten clamps and brackets as needed
- Service crankcase breathers and air box drains as required

Cooling System

- Change coolant filter at time of annual full service if so equipped

Check coolant level and record freeze protection point
Top-off coolant as needed, up to two (2) gallons per unit per year
Inspect fan, drive bearings, shrouds, guards, and brackets for condition and security
Inspect radiator core for cleanliness, condition, and security
Inspect fan drive belt, idlers, and tensioners for condition, security, and proper track and tension
Inspect coolant hoses and pipes for condition and security, tightening clamps and brackets as needed

Exhaust System

Inspect exhaust pipe and flexes where accessible, tightening clamps and flange bolts as required
Inspect muffler supports & rain cap and operate drains as equipped
Inspect turbocharger clamps and brackets, tightening as required

Engine Electrical System

Inspect starter cables, wire, and connectors for condition and security
Check and record starting battery float voltage check electrolyte level
Check charger for condition and proper operation and output charge rate and voltage
Load test starting battery(s) to 450 amps/cell for 15 seconds and record voltage & RCCA
Inspect electrical control and sensor wire termination, tightening as required
Check operation of jacket water heater, control thermostats, and oil pressure disconnect switch
Inspect all engine protective devices including oil pressure, coolant temperature, overcrank, overspeed shutdowns, and all other applicable devices

GENERATOR END

Mechanical

Lubricate serviceable bearings at least once per year
Inspect mounting bolts and drive flex fastening bolts
Inspect fan guard for condition and security - clean air inlet screen as needed
Inspect mechanical connections for tightness, condition, and security

Electrical

Test run unit to check & record output voltage and frequency with no load - adjust as needed
Output under a load can only be checked with building load or with load bank
Inspect cable wire termination at generator for condition and security
Inspect end bell enclosure for cleanliness and device interference with rotating assembly
Inspect and test generator protective devices (circuit breaker, safeguard breaker)

CONTROLS AND TRANSFER SWITCH

Check operation of auto-start and remote controls – perform load transfer test **ONLY** if approved to do so by site staff
 Check operation of generator set associated indicators, lights, and alarms
 Inspect relays and contacts for excess wear and cleanliness
 Check soundness of linkages and load cables
 Inspect condition of control panel wiring
 Clean inside of closures as needed

Included in the above preventive tasks, at the contractor's expense are all labor, equipment, and supplies to include oil and filters. Other materials shall be billed at a cost plus markup rate. Labor, for repairs in addition to the contract specifications, shall be invoiced at a discounted rate. This discounted rate shall be listed in the contract documents as well as on the proposal form.

Costs and estimates for repairs, outside the scope of the preventive maintenance agreement specifications, shall include labor and parts. The City reserves the right to get second opinions and alternate quotes on repairs to equipment.

ENGINE GENERATOR SET: The following Generators and associated Automatic Transfer Switches (ATS) are covered under this agreement:

SITE	ADDRESS	MAKE	M/N / SPEC	S/N	kW RATING
A. City Hall	100 Municipal Circle	Onan	DFAC-500 6817 / K	A020321014	250
B. Emergency Mgmt	100 Municipal Cir	Honda	EU7000IS	EEJD-10078 58	7
C. Public Works	1021 S. Madison	Caterpillar	SR4 / 4P-9903	1JJ00718	250
D. Kentucky Boost	155th & Kentucky	Onan	DFAC-5635019 / M	K030567393	250
E. Owen Good Lift	1840 East 195th	Cummins	DQCB-5936012 / B	K070123629	500
F. White Tail Lift	1599 East 195th	Generac	SD0130-A167.5D18HPYYC	2087955	130
G. Morningview Lift Station	Poseidon Dr & Lucy Webb Rd	Generac	SC0030AG162.4D18HPYY3 W/ASCO 130 AMP Transfer Switch	3004992409	30
H. Public Works Mobile Generator	Mobile	Generac	MDG75DF4	3004863782	62

4.0 ADDITIONAL INFORMATION

4.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-005

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of February, 2024. Contractor agrees to perform Emergency Generator maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning January 1, 2025 and ending December 31, 2025. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$2,000,000 Each Occurrence
\$2,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

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

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is

an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 24 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

At completion of work – the contractor shall invoice for amounts due on a monthly basis. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Prevailing Wage certified payroll must accompany any invoices that are **not** general maintenance related (i.e. repairs or upgrades).

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

H. *Cancellation*

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

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

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

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Bidder further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Building Maintenance Technician for the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement*

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) only when there is a repair or upgrade to the systems, not general maintenance. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

Q. *Permits/Certificates*

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

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

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2020 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2020 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Bid Bond*

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

S. *Rejection of Bids*

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

T. *Release of Information*

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

U. *Affidavit of Work Authorization and Documentation*

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A

RFP 24-005

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Branden Hopkins having authority to act on behalf of (Company name) Central Power Systems & Services do hereby acknowledge that (Company name) Central Power Systems & Services will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Central Power Systems & Services

ADDRESS: 1900 Plumbers Way
Street

ADDRESS: Liberty MO 64068
City State Zip

PHONE: 816-415-6700

E-MAIL: Branden.Hopkins@Cpower.com

DATE: 11/19/2025 Service Sales
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B

RFP 24-005

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ____ No x
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ____ No x
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ____ No x
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ____ No x
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ____ No x
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ____ No x
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ____ No x
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ____ No x
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ____ No x
 10. Has the Firm been the subject to any bankruptcy proceeding? Yes ____ No x

Legal Matters

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

_____ Yes ☒ No If yes, provide details in an attachment.

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

_____ Yes ☒ No If yes, provide details in an attachment.

Required Representations

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

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

PROPOSAL FORM C

RFP 24-005

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

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

COMPANY NAME	City of Lee's Summit
ADDRESS	220 SE Green Street
	Lee's Summit, MO 64063
CONTACT PERSON	Tarah Daugherty Tarah.daugherty@cityofls.net
TELEPHONE NUMBER	816-969-1085
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Blue Springs
ADDRESS	500 SE Sunnyside School Rd
	Blue Springs, MO 64014
CONTACT PERSON	Payton Dodd pdodd@bluespringsgov.com
TELEPHONE NUMBER	816-228-0195c
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Richmond
ADDRESS	205 Summit Street
	Richmond, MO 64085
CONTACT PERSON	Tim McGaugh tmcgugh@cityofrichmond.org
TELEPHONE NUMBER	816-776-5304
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	Clay County, MO
ADDRESS	1 courthouse Sq
	Liberty, MO 64068
CONTACT PERSON	Lee Pogue lpogue@claycountymmo.gov
TELEPHONE NUMBER	816-564-8784
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of North Kansas City, MO
ADDRESS	2010 Howell Street
	North Kansas City, MO 64116
CONTACT PERSON	Duane Marusarz dmarusarz@nck.org
TELEPHONE NUMBER	816-274-6050
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 65

State the current number of personnel on staff: 300

PROPOSAL FORM D

RFP 24-005

Proposal of Central Power Systems & Services, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as (*) Central Power Systems & Services

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-005.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 24-005

1. **Cost for Preventive Maintenance Services and Supplies: Breakout costs for individual emergency generators below as shown.**

Item No.	Description	Unit	Costs 2025	Costs 2026	Costs 2027
1	Preventive maintenance services proposed – Labor and materials included.				
A	City Hall	PM Annually	\$1,019.00	\$1,070.00	\$1,123.00
B	Emergency Mgmt	PM Annually	\$548.00	\$575.00	\$604.00
C	Public Works	PM Annually	\$986.00	\$1,035.00	\$1,087.00
D	Kentucky Boost	PM Annually	\$1,016.00	\$1,066.00	\$1,120.00
E	Owen Good Lift Station	PM Annually	\$1,537.00	\$1,613.00	\$1,695.00
F	White Tail Lift Station	PM Annually	\$826.00	\$867.00	\$910.00
G	Morningview Lift Station	PM Annually	\$756.00	\$793.00	\$833.00
H	Public Works Mobile Generator	PM Annually	\$1,034.00	\$1,085.00	\$1,139.00
2	Diagnostic Service Call – maximum charge	Lump sum	N/A	N/A	N/A
3	Repair Services – Emergency/After Hours	Hourly rate	\$220.00	\$220.00	\$220.00
4	Repair Services – Routine Call/Non-Emergency	Hourly rate	\$145.00	\$145.00	\$145.00
5	Repair Services - supplies markup	At cost + %	15 %	15 %	15 %
6	Repair Services - Travel Charge/Mileage * Please specify flat rate or unit charged	\$4.00 per mile			

TOTAL COST ANNUAL PREVENTIVE MAINTENANCE FOR ALL GENERATORS:

2025	2026	2027
\$7,722.00	\$8,104.00	\$8,513.00

2. Other Standard Charges per Service Call:

Please list any additional fees which may be charged per service call. Use a separate page if necessary.

N/A

3. Please list any comments, amendments, exclusions, or additions to the scope of services highlighted in your proposed preventive maintenance program:

Please list any additional fees which may be charged per service call. Use a separate page if necessary.

N/A

BID
OF: Central Power Systems & Services
(Firm Name)

DATE: 11/20/2024

FORM F
RFP 24-005

SERVICE INFORMATION

Preventive Maintenance Services

A. Company Information

- How many technicians will be available to respond to the City's calls? 12
- Are you the preventive maintenance provider for any other organization? If so, please name the organization(s).
 - City of Lee's Summit
 - City of Blue Springs
 - City of Richmond

B. Service Response Information

- Explain in detail your firm's warranty on its services.
 - 30days on labor & manufactures warranty on parts
- What are your standard maintenance hours? 8-5PM
- What is your maximum response time during regular business hours? 4 Hours
- What is your maximum response time after regular business hours? 4 Hours
- Is service available 24 hours a day, 7 days per week? Yes
- Do you stock adequate spare parts to meet your service agreement commitments?
Explain.
 - Yes, all filters, oil and coolant is stocked along with other common failure items like block heaters and batteries

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Branden Hopkins

Company: Central Power Systems & Services

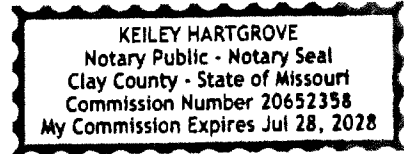
Address: 1900 Plumbers Way Liberty, MO 64068

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #24-005.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Central Power Systems & Services

Company Name



Branden Hopkins
Signature

Name: Branden Hopkins

Title: Service Sales

STATE OF Missouri COUNTY OF Clay

Subscribed and sworn to before me this 19 day of November, 2024.

Notary Public: Keiley Hartgrove

My Commission Expires: 07/28/2028

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

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