



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, February 10, 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. Development Services
 - B. Court
 - C. Police/Emergency Management
- 7. Committee Reports**
- 8. Consent Agenda**

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

- A. City Council Meeting Minutes, January 27, 2025
- B. Approval of Safety Traffic Enforcement Program (S.T.E.P.)

Reference:

Resolution 25-05

Resolution 25-06

Resolutions 25-05 and 25-06 are for the continuation of the City's S.T.E.P. Grant (Safety Traffic Enforcement Program), through the Missouri Division of Traffic and Highway Safety. One Resolution is for the overtime

enforcement of hazardous moving violations and the second is for overtime funding for DWI enforcement.

9. Unfinished Business

A. Household Hazardous Waste Agreement with MARC Solid Waste Management District (pg 23)

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.

- | |
|---|
| <ul style="list-style-type: none">• City Council, 01/27/2025: Approved, 6-0 |
|---|

B. Award of Contract - Preventative Emergency Generator Maintenance (pg 32)

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.

- | |
|---|
| <ul style="list-style-type: none">• City Council, 01/27/2025: Approved, 6-0 |
|---|

10. New Business

A. Award of Contract - Maintenance Service - On Call Electrical (pg 65)

Reference:

Bill 3946
Contract
Fatboy Electric Bid Proposal

The City of Raymore maintains a contract for any emergency electrical issues that might occur outside regular maintenance and ongoing projects. This contract provides after-hour services and any other on-call or emergency electrical needs. Administration recommends approval of Fatboy Electric, Inc. for this contract.

- No previous action on this item

B. Award of Contract - Preventative Maintenance Services for City HVAC Systems (pg 95)

Reference:

Bill 3947

Contract

Martin Mechanical Contractors Bid Proposal

This Bill is for the award of contract for the Preventative Maintenance and Services related to all HVAC systems within the City of Raymore. After reviewing three responses, Martin Mechanical Contractors has been determined to be the lowest and best bidder for these services.

- No previous action on this item

C. Reappointment of Ross Nigro as Municipal Judge (pg 131)

Reference:

Bill 3941

Bill 3941 calls for the reappointed of Ross Nigro, Jr., to serve as Municipal Judge for a two-year period of time beginning February 25, 2025, with a corresponding \$2,000 increase in the compensation for such services.

- No previous action on this item

D. Award of Contract - City Attorney - Kapke Willerth LLC / Jonathan Zerr (pg 135)

Reference:

Bill 3943

Contract

Section 3.10 (a) of the Charter provides that the City shall retain the services of an attorney or law firm to serve as City Attorney. Further, it

provides, "[t]he City Attorney shall be appointed by the Mayor with the advice and consent of six out of eight members of the entire Council." The City Attorney serves a two-year term. During an executive session discussion in December 2024, the Council expressed its desire to retain the services of Kapke Willerth and Jonathan Zerr for another two-year term. Bill 3943 authorizes the continued contact with Kapke Willerth with the addition of Special Prosecutor services to prosecute and enforce property maintenance code violations under the Unified Development Code and an increase in hourly rates by \$25, which is the first rate increase since 2019.

- No previous action on this item

E. Raymore Gateway Final Plat, Lots 1-2 (pg 156)

Reference:

Bill 3944
Final Plat Staff Report
Site Photographs
Final Plat Drawing

Property owner Realty Income Corporation is requesting approval of the Raymore Gateway final plat. The proposed plat formally establishes the boundary lines of the recently redeveloped property, creating two new commercial lots at the intersection of 58 Highway and Kentucky Road.

- Planning and Zoning Commission: Approval, 8-0

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

City Council Work Session notes, February 3, 2025
December 3, 2024 Planning & Zoning Minutes

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

MONTHLY DEPARTMENT REPORT JANUARY 2025

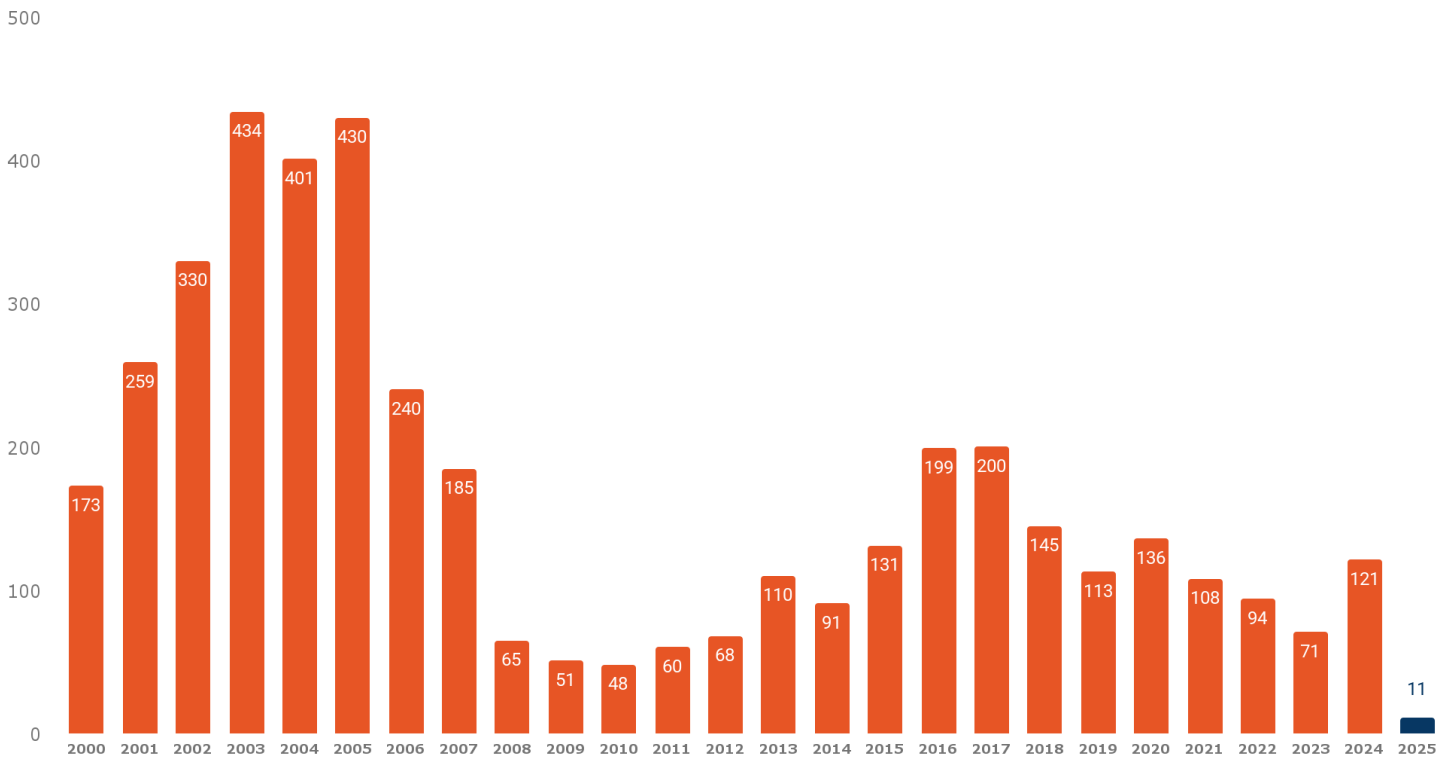
BUILDING PERMIT & INSPECTION ACTIVITY -

TYPE OF PERMIT	JAN 2025	2025 YTD	2024 YTD	2024 TOTAL
Detached Single-Family Residential	11	11	2	121
Attached Single-Family Residential	0	0	0	80
Multi-Family Residential (apartment)	0	0	0	13
Miscellaneous Residential (deck; roof)	35	35	40	733
Commercial - New, Additions, Alterations	1	1	1	35
Sign Permits	6	6	2	70
BUILDING INSPECTIONS	JAN 2025	2025 YTD	2024 YTD	2024 TOTAL
Total No. of Inspections	336	336	382	4,871
Residential Inspections	206	206	178	3,107
Commercial Inspections	130	130	204	1,764
INVESTMENT	JAN 2025	2025 YTD	2024 YTD	2024 TOTAL
Total Residential Permit Valuation	\$4,232,220	\$4,232,220	\$707,310	\$59,015,960
Total Commercial Permit Valuation	\$346,000	\$346,000	\$864,310	\$38,506,341

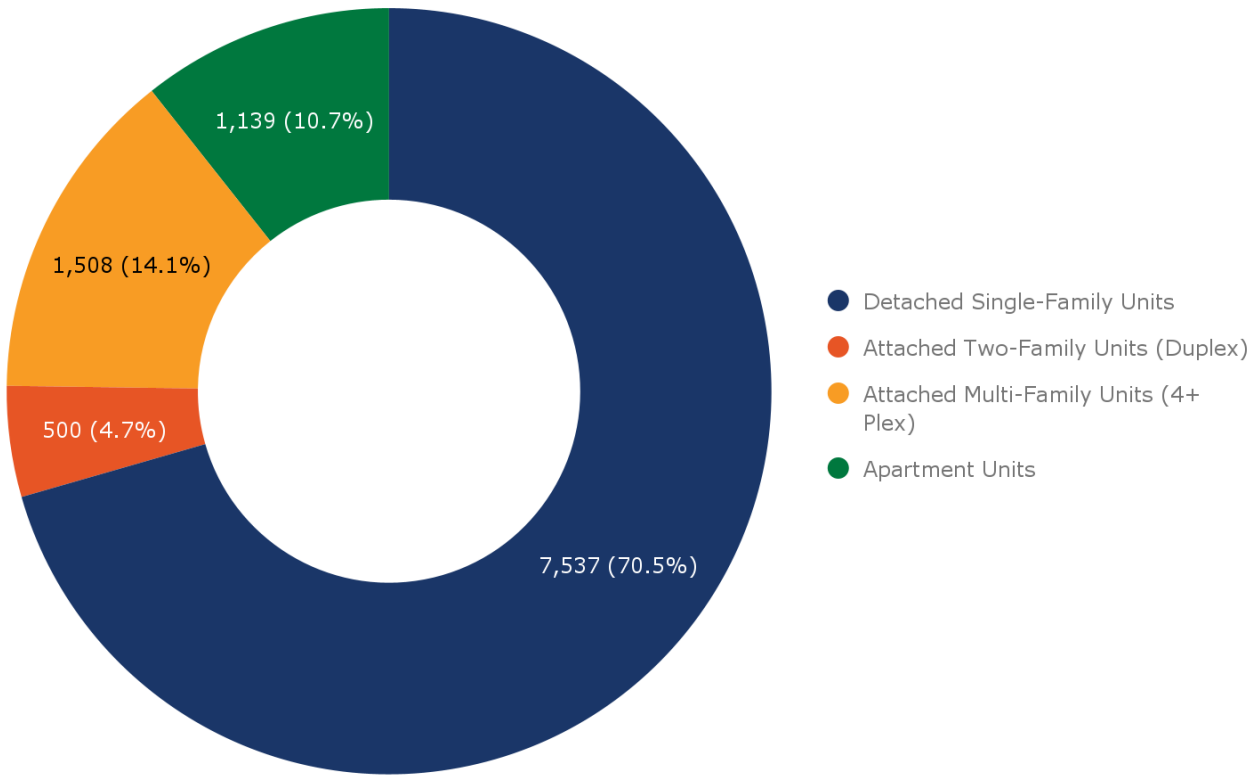
BUILDING CONSTRUCTION ACTIVITY -

- Building construction of the multi-tenant building located at [1830-1838 W. Foxwood Drive](#). Storefront windows and exterior finishings continue to progress on the project, as well as interior work.
- A tenant finish permit was issued for Einstein Bros. Bagels at 1838 W. Foxwood Drive, within the multi-tenant building under construction at the Raymore Galleria.
- Interior work continues within the Nuuly facility and Southern Glazers Wine & Spirits including expansions of operations and sorting equipment systems.

Single Family Housing Permit Trends 2000-2025



Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	JAN 2025	2025 YTD	2024 YTD	2024 TOTAL
Code Enforcement Cases Opened	35	35	50	764
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	0	0	160
- Inoperable Vehicles	23	23	32	257
- Junk/Trash/Debris in Yard	3	3	5	127
- Object placed in right-of-way	0	0	0	11
- Parking of vehicles in front yard	2	2	1	41
- Exterior home maintenance	2	2	8	83
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	0	0	0	56
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	5
Signs in right-of-way removed	82	82	42	670
Violations abated by Code Officer	3	3	4	48
Citations Issued	10	10	-	-

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

JANUARY 7, 2025 PLANNING AND ZONING COMMISSION -

- Meeting canceled due to lack of business items

JANUARY 13, 2025 CITY COUNCIL -

- No Development Services items

JANUARY 21, 2025 PLANNING AND ZONING COMMISSION -

- Meeting canceled due to lack of business items

JANUARY 27, 2025 CITY COUNCIL -

- No Development Services items

UPCOMING MEETINGS -

FEBRUARY 4, 2025 PLANNING AND ZONING COMMISSION -

- Raymore Gateway Lots 1-2 Final Plat

FEBRUARY 10, 2025 CITY COUNCIL -

- 1st Reading - Raymore Gateway Lots 1-2 Final Plat

FEBRUARY 12, 2025 BOARD OF ZONING ADJUSTMENT -

- Hibner Acres Variance of Use - Construction Sales & Service (public hearing)

FEBRUARY 18, 2025 PLANNING AND ZONING -

- Meeting cancelled, no items scheduled

FEBRUARY 24, 2025 CITY COUNCIL -

- 2nd Reading - Raymore Gateway Lots 1-2 Final Plat

JANUARY DEPARTMENT ACTIVITY & EVENTS -

- Development Services Director David Gress and City Planner Dave McCumber researched and prepared materials for the Jan. 6 City Council Work Session on potential amendments to the Unified Development Code.
- Development Services Director David Gress attended the monthly meeting of the Raymore Chamber of Commerce Membership Committee.
- Development Services staff attended the Raymore Chamber of Commerce Coffee and Conversation event at the Raymore Activity Center.
- Economic Development Director Jordan Lea attended an Executive Committee meeting and Transportation Core Group meeting with Workforce YOU.
- Mayor Kris Turnbow and City staff attended the ribbon cutting celebration for [Chick-fil-A](#). Chick-fil-A opened its newest location Jan. 9, at 1920 W Foxwood Drive. It will be open from 6:30 a.m. to 10 p.m. Monday through Saturday.
- Economic Development Director Jordan Lea attended Missouri Economic Development Council's Public Policy meeting.



- The City of Raymore hosted the January Raymore Chamber of Commerce Coffee and Conversation event at the Raymore Activity Center, 1011 S. Madison St.
- GIS Coordinator Thomas Ehlinger developed an interactive mapping application to assist Development Service staff with review and tracking of development and permit applications.
- Development Services Director David Gress and City Planner Dave McCumber met with new Board of Adjustment member Todd Berck. Berck was appointed to the Board of Adjustment in December of 2024.
- Economic Development Director Jordan Lea presented the Annual Tax Increment Financing (TIF) report to the City Council.
- Economic Development Director Jordan Lea, Development Services Director David Gress and Development Intern Brielle Atwell attended the Raymore Chamber of Commerce's Events Committee meeting.
- Economic Development Director Jordan Lea attended the Kansas City Area Development Council's Women in Development networking event.
- Economic Development Director Jordan Lea and Development Intern Brielle Atwell attended the monthly Workforce YOU partner meeting.
- Economic Development Director Jordan Lea attended the Childcare and Transportation Workforce YOU focus group meetings.
- Development Services Director David Gress and City Planner Dave McCumber met with the Raymore-Peculiar School District to review ongoing development activities in the city.
- Development Services Director David Gress attended the monthly Raymore Chamber of Commerce Board meeting.
- Economic Development Director Jordan Lea attended Mid-America Regional Council's Developing KC's Circular Economy meeting.
- Mayor Turnbow and Economic Development Director Jordan Lea attended the monthly Raymore Chamber of Commerce Board meeting.
- Economic Development Director Jordan Lea attended the Missouri Economic Development Council's weekly legislative update meeting.



- The City welcomed our new Development Intern Brielle Atwell. Brielle is a senior at Raymore-Peculiar's LEAD Center.
- Development Services Director David Gress met with newly appointed Planning and Zoning Commissioner Aaron Harrison. Commissioner Harrison was recently appointed, moving up from the Board of Zoning Adjustment.
- Development Services staff attended the monthly South KC Planners luncheon in Belton, MO.
- Economic Development Director Jordan Lea presented the 2024 Economic Development Annual Report to the City Council.
- Economic Development Director Jordan Lea testified in support of House Bill 269 (HB 269 "Authorizes the "Child Care Contribution Tax Credit Act", the "Employer-Provided Child Care Assistance Tax Credit Act", and the "Child Care Providers Tax Credit", relating to tax credits for child care").
- Economic Development Director Jordan Lea facilitated the Workforce YOU strategic communications monthly meeting.
- Human Resources Director Shawn Aulgur and Economic Development Director Jordan Lea attended the Get On The Bus! Real World Learning Partner luncheon.



MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Raymore Municipal	Reporting Period: Jan 1, 2025 - Jan 31, 2025
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$11,650.50	Court Automation	\$1,153.72
Clerk Fee - Excess Revenue	\$1,233.64	Law Enf Arrest-Local	\$300.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$37.84	Overpayments Detail Code	\$695.00
Bond forfeitures (paid to city) - Excess Revenue	\$290.00	Total Other Disbursements	\$2,148.72
Total Excess Revenue	\$13,211.98	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$27,596.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$3,294.00
		Total Disbursements	\$30,890.50
Fines - Other	\$7,786.50		
Clerk Fee - Other	\$786.54		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$167.82		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,196.53		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$24.28		
Law Enforcement Training (LET) Fund surcharge	\$329.06		
Domestic Violence Shelter surcharge	\$656.00		
Inmate Prisoner Detainee Security Fund surcharge	\$329.07		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$960.00		
Total Other Revenue	\$12,235.80		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal		Reporting Period: Jan 1, 2025 - Jan 31, 2025	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083					
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				County: Cass County	
Telephone Number: (816)3311712		Fax Number:			
Prepared by: Angela Davis		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		65	1,503	597	
B. Cases (citations/informations) filed		1	93	39	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	1	2	
3. court/bench trial - NOT GUILTY		0	0	3	
4. plea of GUILTY in court		3	93	32	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	39	1	
6. dismissed by court		0	11	0	
7. <i>nolle prosequi</i>		0	4	12	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		3	148	50	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		63	1,448	586	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		41	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		58	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		1,801			

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JANUARY 27, 2025, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BAKER, BARBER, BURKE III, CIRCO, ENGERT, AND HOLMAN. 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. Councilmembers Abdelgawad and Mills were absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Public Works Director Trent Salsbury reviewed his staff report included in the Council packet.

Parks and Recreation Director Nathan Musteen reviewed his staff report included in the Council packet. He answered questions from Council.

Communications Director Melissa Harmer announced 11,409 issues of The Review were recently delivered. She reviewed her participation in the Missouri Municipal League's Missouri Association of Government Information Coordinators and the Communications Department activity during the snow event. She answered questions from Council.

Economic Development Director Jordan Lea presented the annual report.

City Manager Jim Feuerborn announced items for the February 3 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, January 13, 2025

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

DISCUSSION: None

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

9. Unfinished Business

A. 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 second reading of Bill 3939 by title only.

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

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3939 as **Raymore City Ordinance 2025-005**.

10. New Business

A. Household Hazardous Waste Agreement with MARC Solid Waste Management District

BILL 3938: "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."

City Clerk Erica Hill conducted the first reading of Bill 3938 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the council packet. 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).

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3938 by title only.

DISCUSSION: None

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

B. Award of Contract - Preventative Emergency Generator Maintenance

BILL 3942: "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."

City Clerk Erica Hill conducted the first reading of Bill 3942 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the council packet. 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.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3942 by title only.

DISCUSSION: None

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the Parks and Recreation Department and Board for the RAC net-cutting event and commended them for their positive impact in the City, wished Councilmember Mills a speedy recovery, thanked the Communications Department on the new issue of The Review, encouraged citizens to participate in the Police Department Citizens Academy, and thanked Ms. Lea for the Economic Development Annual Report.

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

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

The regular meeting of the Raymore City Council adjourned to Executive Session at 6:26 p.m.

13. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore City Council adjourned at 6:35 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 25-05

"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF HAZARDOUS TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."

WHEREAS, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Raymore City Council desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce traffic crashes.

Section 2. The Missouri Division of Traffic and Highway Safety offers communities monetary assistance by providing overtime funds for the enforcement of hazardous traffic violations affecting traffic safety, in an effort to reduce traffic crashes.

Section 3. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of hazardous traffic violations.

Section 4. The City of Raymore intends to continue enforcement efforts to reduce traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce traffic crashes in the City of Raymore.

DULY READ AND PASSED 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

RESOLUTION 25-06

"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF ALCOHOL-RELATED TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."

WHEREAS, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Missouri Division of Traffic and Highway Safety offers monetary assistance by providing overtime funds for the enforcement of drinking and driving laws affecting traffic safety, in an effort to reduce alcohol-related traffic crashes.

Section 2. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of alcohol-related traffic violations.

Section 3. The City of Raymore intends to continue enforcement efforts to reduce alcohol-related traffic crashes.

Section 4. The City of Raymore desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce alcohol-related traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce alcohol-related traffic crashes in the City of Raymore.

DULY READ AND PASSED 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
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 23)

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 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 32)

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

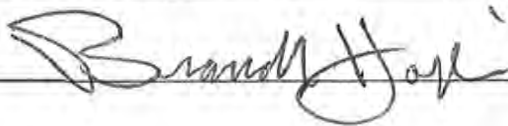
(CITY SEAL)

Central Power Systems & Services

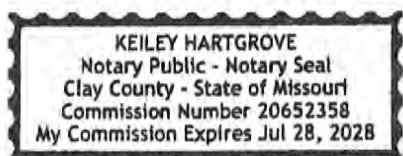
Company Name

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

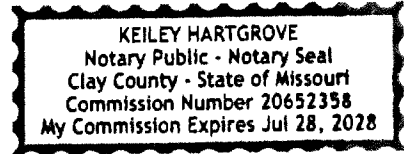
Address: 1900 Plumbers Way Liberty, MO 64068

- 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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/10/2025

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Buildings and Grounds

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Maintenance Service - On Call Electrical (pg 65)

STRATEGIC PLAN GOAL / STRATEGY

2.2.1 Develop plans and guidelines that communicate and encourage high standards

FINANCIAL IMPACT

Award To: Fatboy Electric, Inc

Amount of Request/Contract: On-Call/As Needed

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
3/1/2025

Estimated End Date
2/28/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3946
2. Contract
3. Fatboy Electric Bid Proposal

BACKGROUND / JUSTIFICATION

The City of Raymore maintains a contract for any emergency electrical issues that might occur outside regular maintenance and ongoing projects. This contract provides after-hour

services and any other on-call or emergency electrical needs. Hourly rates are listed within the contract and the recommended company, Fatboy Electric, Inc. is currently working with other businesses in the Raymore area (Casey's and Whataburger) and has proven to be reliable, cost-effective, and provide exceptional service. This contract had four bidders and Fatboy Electric, Inc is considered the lowest and best. The complete bid table is below.

Item	Endeavor Bid Rate	Reinhold Bid Rate	Fatboy Bid Rate	Alpha Bid Rate
Routine/Hr - Master	\$80.00	\$118.00	\$60.00	\$94.25
Emergency/Hr - Master	\$125.00	\$195.00	\$100.00	\$141.38
Routine/Hr - Helper	\$65.00	\$100.00	\$60.00	\$76.63
Emergency/Hr - Helper	\$95.00	\$150.00	\$100.00	\$114.95

Administration recommends award of contract to Fatboy Electric, Inc.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FATBOY ELECTRIC, INC. TO PROVIDE ON-CALL ELECTRICAL SERVICES FOR THE CITY OF RAYMORE."

WHEREAS, the City of Raymore has multiple facilities that require 24/7 service to maintain ongoing City operations; and,

WHEREAS, the City received four bids for our on-call electrical services; and,

WHEREAS, Fatboy Electric, Inc. was determined to be the lowest and best 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 Fatboy Electric, Inc based on the rates provided in the bid proposal (Form E).

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

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

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

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH 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

MAINTENANCE SERVICE - ON CALL ELECTRICAL

Agreement made this 24th day of February, 2025, between Fatboy Electric, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 11515 Hickman Mills Dr., Kansas City, MO, 64134, 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 March 1st, 2025 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 25-001 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix

A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Maintenance Services - On-Call Electrical as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2025 and ending February 28, 2026. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

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

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

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 B.

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.

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 store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

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

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.

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 (current Cass County Annual Wage #31) if the project is \$75,000 and up. 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. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction.
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of 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)

Company Name

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

MAINTENANCE SERVICE - ON CALL ELECTRICAL
RFP 25-001

1. GENERAL

The City of Raymore has occasional needs for electrical services to be performed in City facilities and on public grounds. The annual spend is approximately \$10,000.00 on basic electrical work – labor and materials combined. The work performed may range from adding new electrical service and fixtures to connecting a facility to an emergency generator to replacing photocells and parking light ballasts in parks.

The City desires to have an exclusive agreement with a single electrical firm to provide all electrical services needed for the contract period stated. 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.

2. SCOPE OF WORK

The work under this contract consists of the following:

CONTRACTOR TO:

1. Provide uniformed personnel to perform tasks
2. Provide all supplies and equipment necessary to perform tasks
3. Repair any damage to facilities incurred during the performance of on-call repair services
4. Removal and disposal of any and all waste resulting from such on-call repair services
5. Maintain the work area in a professional manner
6. Notify the City of any irregularities found.
7. Provide requested quotes in a timely manner.

The City reserves the right to get second opinions. Additionally, the City reserves the right to contract with another vendor if the approved contractor is unable to respond to a call for service within 24 hours of first contact.

3. SPECIAL PROVISIONS:

- 3.1 *Working Hours:* All maintenance work shall occur between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding City recognized holidays. Work performed outside of these times shall be considered after hours service. After hours work is not normally required so they must be coordinated and approved by the Assistant City Manager or designee.
- 3.2 Prices quoted shall include all labor cost, insurance, overhead, profit, mobilization, travel time, mileage and exclude taxes. Prices quoted must be firm for the term of the contract.

4. ADDITIONAL BIDDING INFORMATION

- 4.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 25-001

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 2025, with the initial term beginning March 1, 2025 and ending February 28, 2026. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The 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 31 (if over \$75,000) 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. Certified payroll shall be submitted with each pay request or invoice if required.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 31). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

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

Q. *Permits/Certificates*

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 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. 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. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

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 25-001

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Ben J. Stallings having authority to act on behalf of (Company name) Fatboy Electric, Inc do hereby acknowledge that (Company name) Fatboy Electric, Inc 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: Fatboy Electric, Inc

ADDRESS: 11315 Hickman Mills Dr.
Street

ADDRESS: Kansas City Mo 64134
City State Zip

PHONE: 816-861-6600

E-MAIL: ben@fatboyelectric.com

DATE: 1/9/2025 Ben J. Stallings - President
(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)
X Small Business

PROPOSAL FORM B
RFP 25-001

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 25-001

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	Casey's General Store
ADDRESS	P.O. Box 3001, Ankeny, IA 50021
CONTACT PERSON	Josh Bergman
CONTACT EMAIL	josh.bergman@caseys.com
TELEPHONE NUMBER	515-452-9126
PROJECT, AMOUNT AND DATE COMPLETED	Service calls

COMPANY NAME	Seneca Companies Inc.
ADDRESS	P.O. Box 3360, Des Moines, IA 50313
CONTACT PERSON	David Walker
CONTACT EMAIL	dwalker@senecaco.com
TELEPHONE NUMBER	816-547-2626
PROJECT, AMOUNT AND DATE COMPLETED	Service and construction projects.

COMPANY NAME	Kmo Burger
ADDRESS	2557 Stone Myers Parkway, Grapevine, TX 76051
CONTACT PERSON	Jay Battle
CONTACT EMAIL	jbattle@kmo-burger.com
TELEPHONE NUMBER	682-347-7024
PROJECT, AMOUNT AND DATE COMPLETED	Service Calls

COMPANY NAME	Double Check Company
ADDRESS	4000 Raytown Rd, Kansas City, Mo 64129
CONTACT PERSON	Chris Carrier
CONTACT EMAIL	ccarrier@dblchk.com
TELEPHONE NUMBER	816-921-5032
PROJECT, AMOUNT AND DATE COMPLETED	Service Calls

COMPANY NAME	The Station
ADDRESS	14523 NW 74th St., Parkville, Mo 64152
CONTACT PERSON	A lan Hoambrecker
CONTACT EMAIL	ahoambrecker@hpeks.com
TELEPHONE NUMBER	816-914-8485
PROJECT, AMOUNT AND DATE COMPLETED	Service and construction jobs

State the number of Years in Business: 17

State the current number of personnel on staff: 47

PROPOSAL FORM D

RFP 25-001

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 25-001 – On Call Electrical.

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 – RFP 25-001

1. Cost for On-Call Electrician Services and Supplies:

Item No.	Description	Unit	Costs
1	Master Electrician – Routine Call/Non-Emergency	Hourly rate	60 ⁰⁰
2	Master Electrician – Emergency/After Hours	Hourly rate	100 ⁰⁰
3	Helper – Routine Call/Non-Emergency	Hourly rate	60 ⁰⁰
4	Helper – Emergency/After Hours	Hourly rate	100 ⁰⁰
5	Materials markup – at cost plus %	At cost + %	8.75 %

2. Other Standard Charges per Service Call:

Please list any additional fees which may be charged per service call (i.e. fuel surcharge, truck charge, etc). Use a separate page if necessary.

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

**BID PROPOSAL FORM E – RFP 25-001
CONTINUED**

Company Name Fatboy Electric, Inc.

By Ben Stallings
Authorized Person's Signature

Ben J. Stallings – President
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Company Address 11515 Hickman Mills Dr.
KC MO 64134

Addendum No. _____

Addendum No. _____

Phone 816-861-6600

Addendum No. _____

Fax 816-861-6606

Addendum No. _____

Email ben@fatboyelectric.com

Date 1/9/2025

LATE BIDS CANNOT BE ACCEPTED!

FORM F
RFP 25-001

SERVICE INFORMATION

Maintenance Services On-Call Electrical

A. Company Information

- How many technicians will be available to respond to the City's calls?
24
- Are you the electrical maintenance provider for any other organization? If so, please name the organization(s).

Casey's General stores, Whataburger

B. Service Response Information

- Explain in detail your firm's warranty on its services.
1 year parts & labor
- What are your standard maintenance hours?
7 AM - 3:30 PM Monday - Friday
- What is your maximum response time during regular business hours?

4 hrs

- What is your maximum response time after regular business hours?

4 hrs

- 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. If there are additional spare parts required for your locations we will add them to our inventory



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/10/2025

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Buildings and Grounds

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Preventative Maintenance Services for City HVAC Systems (pg 95)

STRATEGIC PLAN GOAL / STRATEGY

2.2.1 Develop plans and guidelines that communicate and encourage high standards

FINANCIAL IMPACT

Award To:	Martin Mechanical Contractors
Amount of Request/Contract:	\$11,693
Amount Budgeted:	\$12,100
Funding Source/Account:	07-7320-1020

PROJECT TIMELINE

Estimated Start Date
4/1/2025

Estimated End Date
3/30/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3947
2. Contract
3. Martin Mechanical Contractors Bid Proposal

BACKGROUND / JUSTIFICATION

The HVAC systems within City facilities require routine maintenance and repairs in order to operate in an efficient manner. These systems are vital to the day-to-day operations of the

City and incur heavy usage and stress. The City issued an RFP for HVAC services and received three responses.

Bidder	Annual Rate - 2025	Annual Rate - 2026	Annual Rate - 2027
Martin Mechanical Contractors	\$11,693.00	\$11,693.00	\$12,492.00
Lippert Mechanical	\$17,694.00	\$18,224.00	\$18,924.00
EMCOR Services	\$19,435.00	\$20,016.00	\$20,617.00

Martin Mechanical Contractors has been determined to be the lowest and best and administration recommends approval. This contract is for one year with an option of two renewals of one year each. The bid proposal documents includes the rates for the renewal years as well.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN MECHANICAL CONTRACTORS FOR PREVENTATIVE MAINTENANCE SERVICES OF HVAC SYSTEMS FOR CITY FACILITIES."

WHEREAS, the City of Raymore has multiple facilities requiring routine preventative maintenance of HVAC systems; and,

WHEREAS, the City HVAC systems are critical to the operations of the City and must be in good working order at all times; and,

WHEREAS, Martin Mechanical Contractors was determined to be the lowest and best bid 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 Martin Mechanical Contractors in the amount of \$11,693.00.

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 10TH DAY OF FEBRUARY, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH 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 HVAC Systems

Agreement made this 24th day of February, 2025, between Martin Mechanical Contractors, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 11632 Grandview Rd, Kansas City, MO 64137, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of April 1st, 2025 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 25-003 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 HVAC maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning April 1, 2025 and ending March 31, 2026. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

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.

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)

Company Name

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Preventive Maintenance Services – HVAC 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 HVAC 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. Provide uniformed personnel to perform preventive maintenance tasks
2. Provide all supplies and equipment necessary to perform tasks listed below
3. Track and report all duties performed to the Building Maintenance Technician
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.

Contractor shall schedule all preventive maintenance tasks with a minimum of 48 hours notice with the City's 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

Spring Inspection Program

The following services will be performed once, during seasonal start-up of the equipment:

- Replace filters within first two weeks of March
- Check the evaporator coil.
- Check/clean drain pan.
- Check fan and motor bearings. Lubricate as required.
- Check belt condition and tension. Replace as needed.
- Check drives and pulleys for tightness.
- Check system for oil and refrigerant leaks by visual inspection.
- Check oil supply and refrigerant charge.
- Check operation of refrigeration controls.
- Check the general condition and operation of the compressor(s).
- Check oil pump operation and oil level.
- Check discharge and suction pressures.
- Make a pump down capacity check.
- Check operation of damper motors and controls.
- Check operation of expansion valves.
- Check and calibrate thermostat operation.
- Check operation of starters and controls.
- Check wiring for loose connections.
- Adjust and tighten linkages on all dampers.
- Check operation and settings of unloaders.
- Check amperage and voltage of compressors.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.
- Replace filters in fan powered boxes.

Mid-Summer Inspection Program

The following services will be provided mid way through the cooling season:

- Replace filters within first two weeks of June
- Check evaporator coil condition.
- Check and clean the drain pan as required.
- Verify drain piping is free of debris and drains properly.
- Check and clean condenser coils as required.
- Check belt condition and tension. Replace as needed.
- Check fan and motor bearings. Lubricate as required.
- Check general operation of the unit and controls.
- Check refrigerant charge.

- Check for vibration and noise.
- Check oil pressure and oil level if applicable.
- Check the temperature drop across the coil.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.
- Replace filters in fan powered boxes.

Fall Inspection Program

The following services will be performed during or shortly after seasonal start-up of the equipment:

- Replace filters within first two weeks of September
- Check fan motor bearings. Lubricate as required.
- Check belt condition and tension. Replace as needed.
- Check drives and pulleys for tightness.
- Check operation of damper motors and controls.
- Check and tighten linkages as required.
- Check burner condition.
- Check the heat exchanger condition.
- Check gas pressure.
- Check flame signal.
- Check fan and limit operation.
- Check stack and flue condition.
- Check and tighten all electrical connections.
- Check operation of vent motors.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.
- Check the boiler. Replace boiler anodes.
- Replace filters in fan powered boxes.

Mid-Winter Inspection Program

The following services will be performed midway through the heating season:

- Replace filters within first two weeks of December
- Check fan and motor bearings. Lubricate as required.
- Check belt condition and tension. Replace as needed.
- Check fan and limit operation.
- Check burner condition.
- Check the heat exchanger condition.
- Check operation of vent motors.
- Check the flame signal. Adjust if required.
- Check the general operation of the heating system.
- Replace filters in fan powered boxes.
- Review maintenance procedures with the Building Maintenance Technician and make recommendations for additional service or repairs, if required.

Labor, in addition to the contract specifications, shall be invoiced at a discounted policyholders' rate. This discounted rate shall be listed in the contract documents as well as on the bid 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/upgrades to equipment.

4.0 LIST OF COVERED EQUIPMENT:

1. **City Hall HVAC System – ****

Rooftop Unit	Trane	TSD240G4R0C1AD0C1A1
Rooftop Unit	Trane	TCD360B4011B2DF5AB0
Rooftop Unit	Trane	TCD360B4011B2EF5AB0
Exhaust Fans (5 units)	Centri-Master	PNUXP080RFE1
Split System Heat Pump	Mitsubishi	PLA-A-EA7
Boiler		
Fan Powered Boxes (13 units)		

** Rooftop Units and Fan Powered Boxes controlled through Trane Tracer Summit Control Module
2. **Public Works HVAC System –**

Exterior ground unit	Lennox	5605E01367 HS29-072-3G
Exterior ground unit	Lennox	5605D16012HS29-072-3G
Interior unit in ceiling	Lennox	G51MP-60C-110
3. **Animal Control HVAC System –**

Exterior ground unit	Lennox	5805G35273HS29-048-13Y
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4. **Raymore Activity Center**

Rooftop Unit	Trane	YCH600BETP4B2KC
Rooftop Unit	Trane	YHD150G3RVB1M8W
Rooftop Unit	Daikin	DPS016AHMG2DW
Ground Unit	Daikin	DPS020AHMG2DW-4
5. **Park Maintenance Facility –**

Residential electric unit		
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6. **Centerview Facility -**

Rooftop Unit - 2	Lennox	LGH060S4T
Rooftop Unit - 2	Lennox	LGH120H4B

5.0 ADDITIONAL BIDDING INFORMATION

- 5.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 25-003

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, 2025. Contractor agrees to perform HVAC maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning April 1, 2025 and ending March 31, 2026. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. Insurance

The 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 31 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 25-003

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Justin Pessetto having authority to act on behalf of
(Company name) Martin Mechanical Contractors
do hereby acknowledge that (Company name) Martin Mechanical
Contractors will be bound by all terms, costs, and conditions of this
proposal for a period of 90 days from the date of submission; and commit to sign
the Agreements.

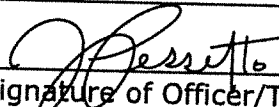
FIRM NAME: Martin Mechanical Contractors

ADDRESS: 11632 Grandview Road
Street

ADDRESS: Kansas City MO 64137
City State Zip

PHONE: 816-842-2900

E-MAIL: JustinP@Martin kc

DATE: 01-03-2025
(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 25-003

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 ___X___ 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 ___X___No If yes, provide details in an attachment.

Required Representations

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

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

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP 25-003

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of three (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, not including the City of Raymore.

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

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

COMPANY NAME	Pleasant Hill School District
ADDRESS	318 Cedar St, Pleasant Hill, MO 64080
CONTACT PERSON	Mike Clevenger
CONTACT EMAIL	
TELEPHONE NUMBER	816-540-3161 EXT 6111
PROJECT, AMOUNT AND DATE COMPLETED	Demolition of inefficient HVAC systems and installed complete retrofit VRF System and Rooftop components for Administration and School buildings, \$3,800,000, Summer 2022

COMPANY NAME	Westport Middle School
ADDRESS	315 E 39th Street, Kansas City, MO 64111
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	816-418-6100
PROJECT, AMOUNT AND DATE COMPLETED	8 Story Remodel of Historic KC Landmark from MS into new concept offices, event space, commercial lease space, dance studio, ect. \$3,000,000

COMPANY NAME	Blue Springs School District
ADDRESS	1801 NW Vesper, Blue Springs, MO 64015
CONTACT PERSON	Seth Shippy
CONTACT EMAIL	sshippy@bssd.net
TELEPHONE NUMBER	816-874-3200
PROJECT, AMOUNT AND DATE COMPLETED	BSS High School addition of new classrooms and event space. New VRF System expansion, Install 3 DOAS units, 8 split condensers serve 18 BS boxes and 93 cassettes, 8 direct RTU replacement; \$2,200,000

COMPANY NAME	Carrollton R-VII School District
ADDRESS	103 E. 9th Street, Carrollton, MO 64633
CONTACT PERSON	Andrew Capps
CONTACT EMAIL	Capps-Andrew@trojans.k12.mo.us
TELEPHONE NUMBER	660-542-2769
PROJECT, AMOUNT AND DATE COMPLETED	Demolition of existing equipment and boiler replacement. Replace in HS and new addition with Rooftop, 3 condenser, 3 BS Boxes and 26 cassettes as part of VRF System and 1Mill. BTU hot h2O Boilers and primary/secondary loop to serve buildings new AHU and 21 VAV boxes - \$1,100,0000

COMPANY NAME	Novation iQ
ADDRESS	9806 Lackman Rd, Lenexa, KS 66219
CONTACT PERSON	Purchasing Dept
CONTACT EMAIL	
TELEPHONE NUMBER	913-492-6000
PROJECT, AMOUNT AND DATE COMPLETED	Plant expansion; (2) 100 Ton Chiller/Condensers, additional gas and water pipping to new plant (6" in Mains over 4000' Ft) \$600,000

State the number of Years in Business: _____94 Years_____

State the current number of personnel on staff: _____75_____

PROPOSAL FORM D

RFP 25-003

Proposal of Martin Mechanical, organized an
(Company Name)
existing under the laws of the State of Missouri, doing
business as Martin Mechanical Contractors (*)
Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 25-003 – Preventative Maintenance HVAC.

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 – RFP 25-003

Cost for HVAC Preventive Maintenance Services and Supplies: Breakout costs for individual HVAC Systems below as shown.

Item No.	Description	Unit	Costs 2025	Costs 2026	Costs 2027
1	Preventive maintenance services proposed – Labor and materials included				
	1. City Hall	PM Annually	\$3,967	\$3,967	\$4,087
	2. Public Works	PM Annually	\$1,827	\$1,827	\$1,908
	3. Animal Control	PM Annually	\$769	\$769	\$821
	4. Raymore Activity Center	PM Annually	\$2,088	2,088	\$2,196
	5. Parks Maintenance	PM Annually	\$745	\$745	\$811
	6. Centerview	PM Annually	\$2,297	\$2,297	\$2,669
2	Diagnostic Service Call – minimum charge	Lump sum	\$290	\$290	\$327
3	Repair Services – Emergency/After Hours	Hourly rate	\$179	\$179	\$189
4	Repair Services – Routine Call/Non-Emergency	Hourly rate	\$115	\$115	\$129
5	Repair Services - supplies markup	At cost + %	20 %	20 %	20 %
6	Repair Services - Travel Charge/Mileage * Please specify flat rate or unit charged		\$60	\$65	\$70

TOTAL COST ANNUAL PREVENTIVE MAINTENANCE FOR ALL BUILDINGS:

2025	2026	2027
\$11,693	\$11,693	\$12,492

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

PLUMBING RATES are as follows, \$136.00 per hour, \$75.00 trip charge per call. Sewer locating and camera work add one time charge of \$189.00 per incident to total. Hydro jetting truck add one time charge \$575.00 per trip plus \$120.00 per hour over and above. OT rates begin after 4 pm Monday through Friday \$180.00 per hour -Saturdays are \$204.00 per hour plus a trip charge. Sundays are \$272 per hour plus a trip charge.

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

BID OF: Martin Mechanical Contractors
(Firm Name)

DATE: January 3, 2025

LATE BIDS CANNOT BE ACCEPTED!

**FORM F
RFP 25-003**

SERVICE INFORMATION

Preventive Maintenance Services

A. Company Information

- How many technicians will be available to respond to the City's calls? **20**
- Are you the preventive maintenance provider for any other organization? If so, please name the organization(s). **We serve over 30 local organization with preventative maintenance; HOTEL KC, Sioux Chief, Walnut Towers, AT&T, UFP Harrisonville, Carrolton High School to name a few**

B. Service Response Information

- Explain in detail your firm's warranty on its services.

Parts warranty are manufacture specified, we honor our workmanship for 90 days

- What are your standard maintenance hours? **6am-4:30pm**
- What is your maximum response time during regular business hours? **2 Hours**
- What is your maximum response time after regular business hours? **3 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**



Company ID Number: 1759270

Approved by:

Employer Martin Mechanical, Inc.	
Name (Please Type or Print) Emily Harkness	Title
Signature Electronically Signed	Date 11/15/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/15/2021

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

Martin Mechanical, Inc
11632 Grandview Road
Kansas City, MO 64137

SURETY:*(Name, legal status and principal place of business)*

The Gray Casualty & Surety Company
PO Box 6202
Metairie, LA 70009

OWNER:*(Name, legal status and address)*

City of Raymore, MO
100 Municiple Circle
Raymore, MO 64083

BOND AMOUNT:

\$500-Five Hundred Dollars and 00/100

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:*(Name, location or address, and Project number, if any)*

Maintenance Services

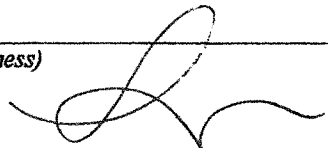
Project Number, if any: RFP 25003

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of January, 2025



(Witness)

(Witness)

Martin Mechanical, Inc
(Principal) *(Seal)*

The Gray Casualty & Surety Company
(Title)

Nicole M. Johnson *(Seal)*
(Surety)
(Title) Nicole M. Johnson, Attorney-In-Fact

Init.

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**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: **Principal:** Martin Mechanical Inc
Project: Maintenance Services

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Eric Dedovesh, Nicole M. Johnson, and Rodney W. Paddock of Lee's Summit, Missouri jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 6th day of January, 2025.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 6th day of January, 2025.





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/10/2025

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Reappointment of Ross Nigro as Municipal Judge (pg 131)

STRATEGIC PLAN GOAL / STRATEGY

Goal 4.3.3 Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To: Ross Nigro, Jr.
Amount of Request/Contract: \$20,838 annually
Amount Budgeted:
Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
3/1/2025

Estimated End Date
3/1/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3941

BACKGROUND / JUSTIFICATION

Judge Nigro has indicated his desire to continue serving as the Municipal Judge for the City of Raymore. Under the prior two (2) year term, Judge Nigro was paid an annual compensation of \$18,838 for his service to the City. The negotiated compensation for the new two (2) year term will be \$20,838. At its December executive session, the City

Council instructed the City Manager to bring forth an ordinance seeking to extend the services of Judge Nigro for an additional two (2) year term, with the contemplated rate increase.
Bill 3941 has been prepared accordingly.

"AN ORDINANCE RE-APPOINTING ROSS NIGRO, JR. AS MUNICIPAL JUDGE FOR THE CITY OF RAYMORE."

WHEREAS, on the 4th of November, 1997, the people of Raymore, Missouri, did adopt a Charter form of government which provided among other provisions for the qualifications and duties as well as the appointment of a Municipal Judge; and,

WHEREAS, Section 7.2 of the Charter provides for the appointment qualifications, term, duties and provisions for compensation of the Municipal Judge; and,

WHEREAS, Ross Nigro, Jr. has served as Municipal Judge, showing character, judicial acumen, and fairness, and demonstrating that he possesses the qualifications prescribed in Section 7.2 of the Charter of the City of Raymore, Missouri; and,

WHEREAS, the Mayor deems it to be in the City's best interest to re-appoint Ross Nigro, Jr. to serve a fourth term of two years as Municipal Judge.

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

Section 1. Duties and Powers. The Municipal Judge shall perform said duties and powers as presently outlined for the Municipal Judge in the Charter of the City of Raymore, ordinances and the Missouri State Statutes.

Section 2. Re-Appointment. The City Council of Raymore, Missouri, by a majority of three-fourths (3/4) of all of its members, consents to the Mayor's re-appointment of Ross Nigro, Jr. as Municipal Judge for the City of Raymore, Missouri, for a term beginning March 1, 2025, and continuing thereafter for a term of two (2) years.

Section 3. Compensation. The compensation of the Municipal Judge shall be \$20,838 per year during the term. Compensation of the Municipal Judge is not dependent in any way upon the number of cases tried, the number of guilty verdicts reached or the amount of fines imposed or collected. No change in compensation of the Municipal Judge will become effective during the term of office. The Municipal Judge is an employee of the City whose compensation shall be payable on the same payroll schedule as all other City employees.

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

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any

court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH 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
AGENDA ITEM INFORMATION FORM

DATE: 2/10/2025

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - City Attorney - Kapke Willerth LLC / Jonathan Zerr (pg 135)

STRATEGIC PLAN GOAL / STRATEGY

Goal 4.3.3 Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To: Kapke Willerth, LLC
Amount of Request/Contract: Fee Schedule (\$275/hour / Flat \$550 UDC Prosecution)
Amount Budgeted:
Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
2/25/2025

Estimated End Date
2/25/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3943
2. Contract

BACKGROUND / JUSTIFICATION

The City Charter provides that the Mayor will appoint a City Attorney with the advice and consent of the City Council.

Eight years ago, following a Request for Qualifications process and interviews, the Mayor and City Council chose the firm of Kapke Willerth, LLC to serve, with Jonathan Zerr designated as the City Attorney. Before that time, Mr. Zerr had been the attorney serving the staff role to the Planning and Zoning Commission since approximately 2004.

In 2017, 2019, 2022 and again in December 2024, the Council reviewed Mr. Zerr's service and expressed their desire to have a formal contract brought before them to re-appoint Kapke Willerth, LLC, and Mr. Zerr as City Attorney for the two-year period from February 25, 2025 through February 25, 2027.

The only alterations from the prior renewal of the City Attorney contract are:

- (a) The fee schedule has been increased by \$25.00 per hour to reflect an hourly rate of \$275.00 for partners and \$200.00 for associates of the firm which will be billed in six (6) minute increments.
- (b) The contract has been expanded to include Special Prosecutor services for the prosecution and enforcement of property maintenance code violations under the Uniform Development Code for a flat monthly fee of \$550.00.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPOINTING KAPKE WILLERTH, LLC AS THE CITY ATTORNEY AND SPECIAL PROSECUTOR AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES."

WHEREAS, Section 3.10(a) of the City Charter provides that the City shall retain the services of an attorney or law firm to serve as City Attorney appointed by the Mayor with the advice and consent of six (6) out of eight (8) members of the entire Council; and,

WHEREAS, the Mayor and Council have expressed their desire at a work session to continue to use the Kapke Willerth law firm as the City Attorney; and, as special prosecutor for the prosecution of citations issued under the Unified Development Ordinance adopted by the City of Raymore; and,

WHEREAS, the Mayor and Council have also expressed their desire to continue utilizing Kapke Willerth, LLC to serve as the special prosecutor for citations issued under the Unified Development Code within the municipal court and Circuit Court of Cass County, Missouri.

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

Section 1. The Agreement between Kapke Willerth, LLC and the City is approved, and the City Manager is directed to enter into the Agreement with Kapke Willerth LLC, attached hereto as Exhibit A.

Section 2. The City Manager and the City Clerk are directed to execute the Agreement for and on behalf of the City of Raymore.

Section 3. The Mayor, the City Clerk and the City Manager are directed to take the necessary steps under the Agreement to implement its terms.

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

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

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH 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:

Erica Hill, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature

CONTRACT FOR PROFESSIONAL SERVICES

CITY ATTORNEY

Agreement made this FEBRUARY 25, 2025 between Kapke Willerth L.L.C., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 3304 NE Ralph Powell Rd., Lee's Summit, Missouri 64064, hereafter referred to as the **Attorney/Firm**, 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, 64083, 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 any proposal or materials submitted in consideration for the City Attorney position, they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 25, 2025 and coincidental with the City Manager's signature and attestation by the City Clerk herein and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Attorney/Firm agrees to perform all work and provide all deliverables as specified in and according to the Scope of Services in Appendix A and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Attorney/Firm agrees to provide professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth including termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and the City Manager's signature and attestation by the City Clerk herein. The City desires to enter into a two-year contract for services.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Attorney/Firm according to fee schedule attached with no fee increases for the two-year term of the contract.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Attorney/Firm for the completed work as follows:

The Attorney/Firm shall provide the City with monthly billings. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Attorney/Firm's work. The City will be the sole judge as to the sufficiency of the work performed.

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

ARTICLE V RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Attorney/Firm may rely.

The Attorney/Firm'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 Attorney/Firm), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Attorney/Firm. 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 Attorney/Firm shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Attorney/Firm 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.

Attorney/Firm agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment and fair labor standards.

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

ARTICLE VI TERMINATION OF AGREEMENT

With Cause - If Attorney/Firm fails to perform the duties as specified in this contract, the City through its appointed representative, shall notify the Attorney/Firm to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Attorney/Firm fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Attorney/Firm ten (10) days written notice.

Without Cause - The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Attorney/Firm at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VII ARBITRATION

In case of a dispute, the Attorney/Firm and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both parties prior to being undertaken.

ARTICLE VIII AFFIDAVIT OF WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Attorney/Firm 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 firm'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 firm and 2) a valid copy of the signature page completed and signed by the firm, the Social Security Administration, and the Department of Homeland Security - Verification Division.

ARTICLE IX
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Attorney/Firm agrees that it has not relied upon any representations of City 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.

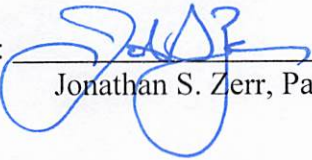
IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

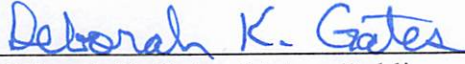
THE CITY OF RAYMORE, MISSOURI

By: _____
James Feuerborn, City Manager

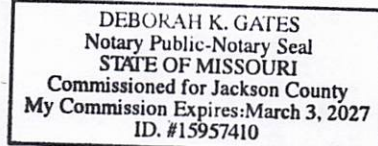
Attest: _____
Erica Hill, City Clerk

KAPKE WILLERTH, LLC

By:  _____
Jonathan S. Zerr, Partner

Attest:  _____
Deborah K. Gates, Notary Public

My Commission Expires:



Appendix A

Scope of Services

The City Attorney will be required to provide general municipal counsel, basic legal services, and advice on special projects. The City requests one attorney be designated as the point of contact or lead attorney. At this time, such accepted point of contact / lead attorney is Jonathan S. Zerr. Accessibility to, and a timely response from, the attorney is essential to the position.

The City Attorney shall represent the City in all legal matters in which the City is a part of or interested in or in which any of its officers are parties in their official capacity. The level of involvement of the individual or firm will be defined by the City Manager or the Mayor and/or City Council.

- Attend all City Council meetings and attend other meetings as assigned by the Mayor, City Council, or City Manager.
- Serve as legal advisor to and counsel for the Mayor, City Council, Special Committees, Boards/Commissions, Department Heads and City employees engaged in City business when authorized by the Mayor or City Manager.
- Provide guidance on personnel matters, including employee disciplinary, termination and grievance matters.
- Draft, review or present all agreements, bonds, contracts, ordinances, resolutions, staff reports, and other written instruments pertinent to City functions or that will be considered by the City Council or the City Manager and provide a legal opinion as to the consequences of such documents.
- Have experience in land use rights in Missouri and the ability to draft, review, and present legal documents relative to acquisitions, easements, variances, rights-of-way, and other land uses to include property acquisition, annexation and zoning.
- Conduct appropriate research and provide legal opinions on a variety of topics as may be requested.
- Must be familiar with State Statutes, City Charter, City Code, Unified Development Plan, the Growth Management Plan and Roberts Rules of Order and be prepared to advise the Council on any matters relating to compliance with the same.
- City attorney and or firm will be required to attend at a minimum all regular City Council meetings, Planning and Zoning Commission and Board of Zoning Appeals meetings. Additional attendance at occasional work sessions and special meetings may be required.
- Prepare correspondence and other legal documents on behalf of the City as directed.

- Provide legal updates, bulletins and training to City staff as needed or as changes in the law require.
- Provide Special Prosecutor services for enforcement and prosecution of citations issued under the property maintenance code provisions of the Unified Development Code.

Appendix B General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Attorney/Firm shall be subject to the general control and approval of the City Manager in consultation with the Mayor and Council or their authorized representative(s). The Attorney/Firm shall not comply with requests and/or orders issued by any other person. The City Manager will designate his/her authorized representatives in writing. Both the City of Raymore and the Attorney/Firm must approve any changes to the contract in writing.

B. Contract Period

The work shall begin upon Council approval and the City Manager's signature and attestation by the City Clerk herein. This contract is for a two- year period.

C. Hold Harmless Clause

The Attorney/Firm 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 Attorney/Firm 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.

D. 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.

E. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Attorney/Firm 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 Attorney/Firm; 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 Attorney/Firm, 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 Attorney/Firm will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub Attorney/Firm or vendor used by the Attorney/Firm.

F. Invoicing and Payment

The Attorney/Firm shall submit invoices for services outlined above in the scope of services under Appendix A.

G. Cancellation

The City of Raymore reserves the right to cancel and terminate this contract without cause in part or in whole without penalty upon sixty (60) days written notice to the Attorney/Firm. Any contract cancellation notice shall not relieve the Attorney/Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. Contractual Disputes

The Attorney/Firm 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 Attorney/Firm within thirty (30) days of receipt of the claim.

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

I. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract 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.

J. 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.

K. Drug/Crime Free Workplace

The Attorney/Firm 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;
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes); and
3. Any crimes committed while on City property.

The Attorney/Firm 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.

L. No Escalation of Fees

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

M. Rejection of Qualifications

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

N. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the Attorney/Firm 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.

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 Jonathan S. Zerr, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Jonathan S. Zerr

Company: KAPKE & WILLERTH, LLC

Address: 3304 N.E. Ralph Powell Road, Lee's Summit, MO 64064

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.
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,

KAPKE WILLERTH, LLC
Company Name


Signature

Name: Jonathan S. Zerr

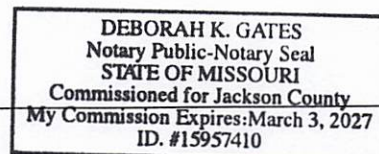
Title: Attorney-Partner

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

Subscribed and sworn to before me this 5th day of February, 2025.

Notary Public: Deborah K. Gates

My Commission Expires:



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,

SCHEDULE OF FEES
Kapke Willerth
February 25, 2025 – February 25, 2027

[See attached correspondence.]

KAPKE & WILLERTH L.L.C.
ATTORNEYS AT LAW

GEORGE E. KAPKE
JOE F. WILLERTH
JONATHAN S. ZERR*
G. EDWARD (TED) KAPKE, JR.*
MICHAEL J. FLEMING*
MANDY M. MARSHALL

3304 NE Ralph Powell Road
Lee's Summit, Missouri 64064
(816) 461-3800
Fax (816) 254-8014
www.kapke-willertth.com

*ALSO ADMITTED IN KANSAS

February 5, 2025

City of Raymore
Attn: Jim Feuerborn, City Manager
100 Municipal Circle
Raymore, MO 64083

RE: City Attorney
Contract for Professional Services
2025-2027 FEE SCHEDULE

Dear Sir:

Pursuant to the extension of the contract for City Attorney services provided by the Kapke Willerth law firm, we would propose the following billing rates for work done on behalf of the City of Raymore, Missouri for the period covering February 25, 2025 to February 25, 2027 (except for work performed as Special Prosecutor for the prosecution and enforcement of property maintenance code violations under the Unified Development Code):

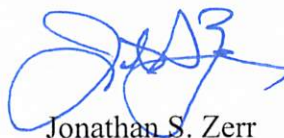
Jonathan S. Zerr	\$275.00 per hour
George E. Kapke	\$275.00 per hour
George E. Kapke, Jr.	\$275.00 per hour
Michael E. Fleming	\$275.00 per hour
Mandy Marshall	\$200.00 per hour

Regarding work performed in relation to the Special Prosecutor position, all work will be capped at two (2) billable hours per month and charged at a flat rate on a monthly basis at a total fee of \$550.00.

These rates will not be changed without the mutual written agreement of our firm and the City.

Very truly yours,

KAPKE & WILLERTH, LLC


Jonathan S. Zerr

JSZ:

Jonathan Zerr

From: enrollment@uscis.dhs.gov
Sent: Wednesday, February 5, 2025 3:39 PM
To: Jonathan Zerr
Subject: Welcome to E-Verify – Your E-Verify Enrollment Confirmation
Attachments: logo



Welcome to E-Verify! Your company is successfully enrolled. To access E-Verify you will need the following login information:

- Your user ID: JZER7815
- Your temporary password (Password is case sensitive): JZER7815

Follow the steps below to access E-Verify:

1. Go to www.e-verify.gov and select the login link in the upper right side of the screen. Enter with your user ID and temporary password provided above.

- Create a new password.
 - **NOTE:** Each user must have their own user ID and password to access E Verify, and may not share their user ID or password with others.
 - You are responsible for any activity associated with your user ID and password.

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- **TIP:** Bookmark the E-Verify login website at <https://everify.uscis.gov/web/Login.aspx> as a favorite so you'll have easy access.

2. Create password challenge questions.

- You will need to correctly answer these questions to reset your password, if you ever forget it.

3. Take the online tutorial and pass the knowledge test.

- The required tutorial will teach you how to create a case and about E-Verify's rules and responsibilities.
- After you've completed the tutorial and passed the knowledge test, you may begin using E-Verify.

4. Access your signed E-Verify Memorandum of Understanding (MOU)

- Turn off your computer's pop- up blocker;
- Log in to E-Verify;
- From Company select Edit Company Profile;
- Click on view MOU at the bottom of the screen;
- All E-Verify participants must follow the rules and responsibilities set forth in the E-Verify MOU.

E-Verify Resources:

- Join a free [E-Verify webinar](#)
- Review the [E-Verify Manuals, Guides and Job Aids](#)
- Watch [E-Verify Videos](#)
- [Lost or forgot your E-Verify password? Learn how to reset it.](#)
- Call E-Verify Customer Support at 888-464-4218 Monday through Friday, from 8 a.m. to 8 p.m. Eastern, TTY - for hearing and speech impaired users phone [877-875-6028](tel:877-875-6028) except when the federal government is closed or contact us at E-Verify@uscis.dhs.gov.

We're excited that you've joined E-Verify and we're committed to helping your company ensure a legal workforce.

Regards,

The E-Verify Team

Stay connected, like and follow us on



Do not reply to this message; this email was sent from an address that is not monitored.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/10/2025

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Raymore Gateway Final Plat, Lots 1-2 (pg 156)

STRATEGIC PLAN GOAL / STRATEGY

3.1.1 Expand the commercial tax base

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: 2/4/2025

Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3944
2. Final Plat Staff Report
3. Site Photographs
4. Final Plat Drawing

BACKGROUND / JUSTIFICATION

Property owner Realty Income Corporation is requesting approval of the Raymore Gateway final plat. The proposed plat formally establishes the boundary lines of the recently

redeveloped property, including various easements for new and existing infrastructure. The project creates two new commercial lots at the intersection of 58 Highway and Kentucky Road.

Chick-fil-A occupies Lot 1, while Lot 2 will be made available for future development.

At their February 4, 2025 meeting, the Planning and Zoning Commission recommended approval of the final plat request.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE GATEWAY FINAL PLAT LOTS 1 AND 2, A SUBDIVISION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and,

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are for the purposes of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Raymore Gateway Lots 1-2 is approved for the tract of land described below:

Part of Lot 2 Dean Subdivision, a subdivision in Raymore, Cass County, Missouri AND part of the Southwest Quarter of Section 08, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, being more particularly described by Joseph B. Strick, PLS 2001015274 on this 2nd day of July, 2024;

BEGINNING at the Southwest corner of the Southwest Quarter of said Section 8,· thence North 03°42'51" East, along the West line the Southwest Quarter of said Section 8, a distance of 329. 73 feet (measured, 330 feet, record); thence South 86°59'02" east , now along the Southerly line of the westernmost portion of Lot 2 (and extension thereof), Dean Subdivision, a subdivision in Raymore, Cass County, Missouri,· a distance of 387.04 feet (measured, 387 feet record); thence South 03°42 '51" West, parallel with the west line of the Southwest Quarter of said Section 8, a distance of 329. 73 feet (measured, 330 feet record) to a point on the South line of said Southwest Quarter,· thence North 86°59'02" West, along said South line, a distance of 387.04 feet (measured, 387 feet, record), to the Southwest corner of the Southwest Quarter of said Section 8 and POINT OF BEGINNING.

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

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any

court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH 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

RAYMORE GATEWAY FINAL PLAT

APPLICANT -

Property Owner: Realty Income Corporation
Engineering/Arch. Firm: HR Green

PROJECT LOCATION

58 Highway, between Kentucky Road & Westgate Drive

REQUESTED ACTION

Final Plat Approval

PROJECT NARRATIVE

An application was filed requesting final plat approval of the Raymore Gateway final plat, which formally plats the partially redeveloped property located at the NE corner of 58 Highway and Kentucky Road, creating two commercial lots.



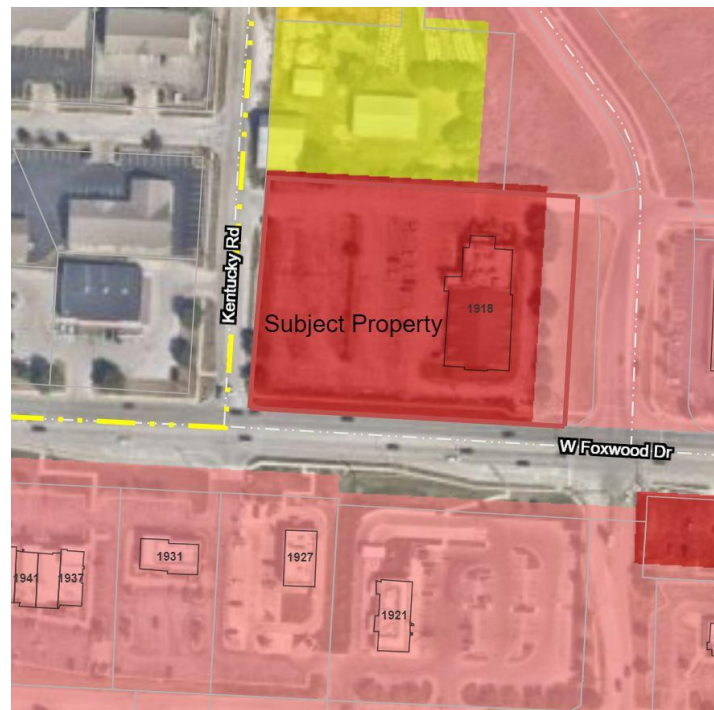
ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"C-2" General Commercial District

SURROUNDING ZONING & LAND USE

- North:** C-3 Regional Commercial, undeveloped
R-1 Single Family Residential, agricultural building/barn
- South:** C-3 Regional Commercial, Retail Shopping Center
- East:** C-3 Regional Commercial, Retail Shopping Center
- West:** Kentucky Road, Commercial and Professional Office uses, City of Belton, MO



TOTAL TRACT SIZE	NUMBER OF LOTS
2.2 acres	2

PAST PLANNING ACTIONS -

- The subject property was initially built as a Ryan's Steakhouse. The initial site plan for Ryan's Restaurant was approved by the City in 1995.
- In 2010 the City approved the Raymore Galleria North First Final Plat. This plat included the right-of-way for the relocation of Kentucky Road to align with the access drive to the Raymore Galleria shopping center on the south side of 58 Highway (which provides access to Lowe's, Whataburger, Codes Dispensary, etc...)
- In 2016 the City of Raymore completed construction of an access drive from the northeast portion of the subject property parking lot to connect with relocated Kentucky Road (Westgate Drive). This access drive allows users of the subject property parking lot to access Westgate Drive and the traffic signal on 58 Highway.
- In 2020, the City completed the construction of Westgate Drive to the east of the subject property, which provides improved access to the signal at Westgate Drive and 58 Highway.
- The site development plan for the Chick Fil A was approved on March 19, 2024 by the Planning and Zoning Commission.

DEVELOPMENT STANDARDS -

The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:

DIMENSIONAL STANDARD		MINIMUM REQUIREMENT
Lot Size	2,000 sq. ft.	
Lot Width x Lot Depth	100 ft. x 100 ft.	
Front-Yard Setback	30 ft.	
Side-Yard Setback	10 ft.	

Side-Yard Setback (abutting residential district)	15 ft.
Rear-Yard Setback	20 ft.
Building Height	80 ft
Building Coverage	40%

STAFF COMMENTS -

PLANNING AND ZONING -

- This property is an ongoing re-development project for the City. At the time of the initial construction of the Ryan's Steakhouse, final plats were not required as part of the building permitting process, thus no formal or recorded final plat exists.
- The final plat is being approved to formalize the official boundaries of the subject property, including several pre-existing easements, and new easements that were needed due to the construction of Chick Fil A on Lot 1.
- With the redevelopment of the property, the applicant and owner are proposing to create an additional lot for future development.

ALIGNMENT WITH GROWTH MANAGEMENT PLAN -

Growth Management Plan - The Future Land Use Plan Map designates this property as appropriate for commercial development.

Major Street Plan - The Major Thoroughfare Plan Map classifies Kentucky Road as a Minor Arterial and 58 Highway/Foxwood Drive as a Major Arterial.

FINDINGS OF FACT -

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. Is substantially the same as the approved preliminary plat.

The subject property is a redevelopment of a former commercial restaurant occupying a singular underutilized lot. The subject property has been un platted since it was originally annexed into the City, therefore no preliminary plat was required at the time. The final plat application for the subject property will formally plat a pre-existing property, bringing it into compliance with the regulations of the City of Raymore.

2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City.

The proposed final plat does comply with all relevant requirements of the Unified Development Code.

3. Complies with any condition that may have been attached to the approval of the preliminary plat.

There are no conditions attached to the preliminary plat. The property includes several pre-existing easements for access, utilities, and signage, as well as new easements required as a result of new development, all of which have been retained and properly documented on the final plat.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	February 4, 2025
City Council	Review & Approval/Denial	February 10, 2025 (1st read) February 24, 2025 (2nd read)

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and forward Case No. 25004 Raymore Gateway Final Plat to the City Council with a recommendation of approval.

The recommendation for approval is subject to the following conditions:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.

PLANNING COMMISSION ACTION 2/4/2025 -

The Planning and Zoning Commission, at their February 4, 2025 meeting, voted 8-0 to accept the findings of fact and forward Case No. 25004 Raymore Gateway Final Plat to the City Council with a recommendation of approval, subject to the conditions provided by staff.

PROJECT ATTACHMENTS -

1. Final Plat Drawings

RAYMORE GATEWAY FINAL PLAT SITE PHOTOS



View looking at the subject property from the SE Corner (58 Highway & Westgate Drive)



View looking at the subject property from the SW corner (58 Highway & Kentucky Rd)



View looking at the subject property from the NW corner (Kentucky Road)



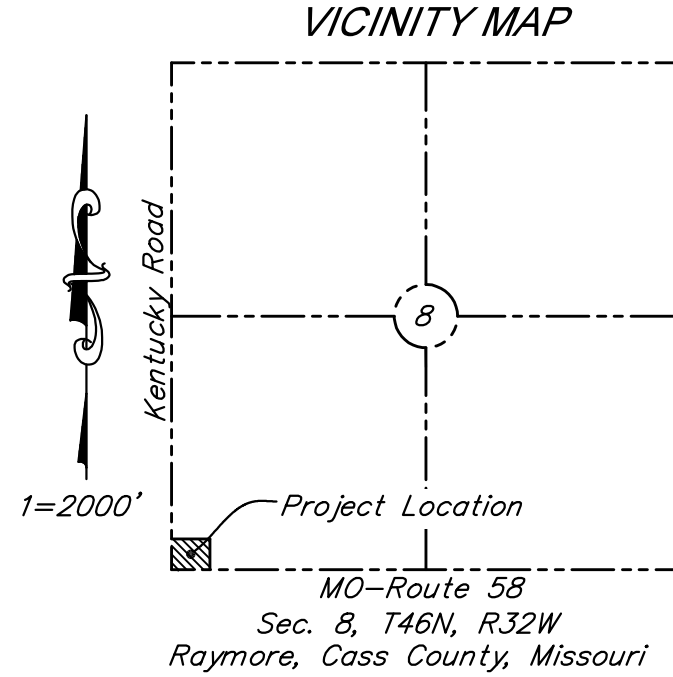
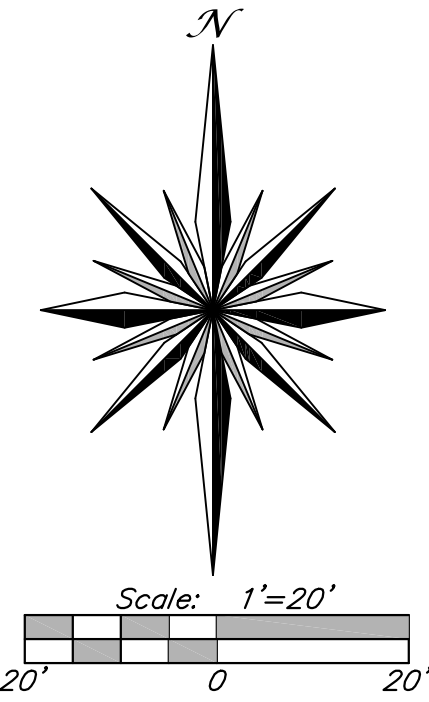
View looking at the subject property from the NE corner (Westgate Drive & Access Road)

Final Plat of:
Raymore Gateway, Lots 1-2
Pt. SW1/4 Section 8-46-32 & Pt. Lot 2, Dean Subdivision
Raymore, Cass County, Missouri

BASIS OF BEARINGS
Missouri Coordinate System of 1983

SYMBOL LEGEND

- △ Ex. Section Corner (Monument Noted)
- Found Iron Bar (Origin Noted if Known)
- Set 5/8" x 24" Rebar & MO 2001015274 Cap
- (R) Record Dimension
- (M) Measured Dimension



DESCRIPTION:
Part of Lot 2 Dean Subdivision, a subdivision in Raymore, Cass County, Missouri AND part of the Southwest Quarter of Section 08, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri, being more particularly described by Joseph B. Strick, PLS 2001015274 on this 2nd day of July, 2024;
BEGINNING at the Southwest corner of the Southwest Quarter of said Section 8; thence North 03°42'51" East, along the West line the Southwest Quarter of said Section 8, a distance of 329.73 feet (measured, 330 feet, record); thence South 86°59'02" East, now along the Southerly line of the westernmost portion of Lot 2 (and extension thereof), Dean Subdivision, a subdivision in Raymore, Cass County, Missouri; a distance of 387.04 feet (measured, 387 feet record); thence South 03°42'51" West, parallel with the west line of the Southwest Quarter of said Section 8, a distance of 329.73 feet (measured, 330 feet record) to a point on the South line of said Southwest Quarter; thence North 86°59'02" West, along said South line, a distance of 387.04 feet (measured, 387 feet- record), to the Southwest corner of the Southwest Quarter of said Section 8 and POINT OF BEGINNING.

DEDICATION:
The undersigned representatives for the Owner of the above described land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "Raymore Gateway, Lots 1-2".

PUBLIC STREET/ROAD RIGHT OF WAY DEDICATION:
Streets shown on this plat and not heretofore dedicated for public use as street right of way, are hereby so dedicated to the City of Raymore.

EASEMENT DEDICATION:
An easement is hereby granted to Raymore, Missouri, for the purpose of locating constructing, operating and maintaining facilities for Water, Gas, Electricity, Sewage, Telephone, Cable TV and Surface Drainage including, but not limited to, underground pipes and conduits, pad mounted transformers, service pedestals, any or all of them upon, over, under and along the strips of land designated as SEWER EASEMENT or S/E and WATERLINE EASEMENT or W/E. Where easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All of the above Easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences; with the exception of Drainage Easements (DE) where no fences shall be erected) nor shall there be any obstruction to interfere with the agents and employees of Raymore, Missouri and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by these easements. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above the state or the appurtenances thereto without the written approval of the Director of Public Works, as to all easements dedicated to the City.

BUILDING LINES:
Building lines or setback lines are hereby established, as shown on the accompanying plat, and no building or portion thereof shall be built between this line and the lot line nearest thereto.

EXECUTION:
IN TESTIMONY WHEREOF: Realty Income Corporation, a Maryland corporation, has caused this instrument to be executed this _____ day of _____, 20_____.

Karolina Ericsson, Senior Vice President & Associate General Counsel

ACKNOWLEDGMENT:
STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20_____, before me, a Notary Public, personally appeared Karolina Ericsson, Senior Vice President & Associate General Counsel of Realty Income, a Maryland corporation, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS THEREOF: I have hereunto set my hand and affixed my Notarial Seal on the Date last above written.

My Commission Expires: _____

Notary Public: _____

PLANNING AND ZONING COMMISSION
This plat of Raymore Gateway, Lots 1-2 has been submitted to and approved by the Raymore Planning and Zoning Commission this _____ day of _____, 20_____.

Secretary (Printed Name) _____ Signature _____

GOVERNING BODY:
This plat of Raymore Gateway, Lots 1-2, including easements, rights of way accepted by the City Council, has been submitted to and approved by the Raymore City Council by Ordinance No.: _____, duly passed and approved by the Mayor of Raymore, Missouri, on this _____ day of _____, 20_____.

Kristopher Turnbow, Mayor Erica Hill, City Clerk Trent Salsbury, City Engineer

SURVEYORS NOTES:
1) Title information shown hereon is limited to that information contained in Title Commitment No. 192210, Commitment Date of May 10, 2024 & Updated May 14, 2024 at 8:00 a.m. and issued by Chicago Title Insurance Company.
2. By graphic plotting ONLY, the herein described tract lies entirely within Zone X, Areas determined to be outside of the 0.2% chance annual floodplain, based on Flood Insurance Rate Map 29037C0028F, effective on 01/02/2013.

SURVEYORS CERTIFICATE:
This survey was executed in accordance with the Missouri Standards for Property Boundary Surveys as set forth in Chapter 16 of the Rules of Department of Insurance Financial Institutions and Professional Registration, Division 2030 - Missouri Board for Professional Land Surveyors.

Joseph B. Strick, MO LS-2001015274

STRICK & COMPANY, INC.
PROFESSIONAL LAND SURVEYORS
806 S. Creekside Drive, Gardner KS 66030 913.856.0164 (fax) 913.856.0165
Missouri Certificate of Authority: 2007022756-F Kansas Certificate of Authority: LS189

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, FEBRUARY 3, 2025, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BURKE III, CIRCO, ENGERT, AND HOLMAN. PRESENT VIA TELECONFERENCING: COUNCILMEMBER MILLS. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Unified Development and Property Maintenance Code Amendments

City Manager Jim Feuerborn, Development Services Director David Gress, and City Planner David McCumber outlined potential amendments to the Unified Development Code and Property Maintenance Code. Staff asked Council for input and direction concerning vehicle parking, sidewalk maintenance, and residential construction standards in the codes. Council directed staff to bring forward more detailed information on potential construction standards and to bring forward legislation adopting sidewalks in the City as part of the transportation network.

B. Other

The work session of the Raymore City Council adjourned at 7:18 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, DECEMBER 3, 2024** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: ERIC BOWIE, LOREN SHANKS, JIM PETERMANN, WILLIAM FAULKNER, MATTHEW WIGGINS, KELLY FIZER, AND MAYOR TURNBOW. ABSENT WAS ERIC SMITH AND MARIO URQUILLA. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, CITY ATTORNEY JONATHAN ZERR, PUBLIC WORKS DIRECTOR TRENT SALSBUURY, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 6:00 p.m.

2. **Pledge of Allegiance**

3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.

4. **Personal Appearances** - None

5. **Consent Agenda**

a. **Approval of Minutes from the November 19, 2024 meeting.**

Motion by Commissioner Faulkner, Seconded by Commissioner Bowie to approve the Consent Agenda.

Vote on Motion:

Commissioner Bowie	Aye
Commissioner Shanks	Aye
Commissioner Petermann	Aye
Commissioner Faulkner	Aye
Commissioner Fizer	Aye
Commissioner Smith	Absent
Commissioner Urquilla	Absent
Mayor Turnbow	Aye
Chairman Wiggins	Aye

Motion passed 7-0-0.

6. **Unfinished Business** -

a. Case #24022 - Original Town Block 14 Alley Right of Way Vacation (*public hearing*)

The public hearing was previously opened at the last meeting of the Commission.

Pam Hatcher, 1403 N Madison St., came to the podium as one of the co-applicants to give an overview of the case. Mrs. Hatcher owns a building that abuts the alleyway and is working with the adjacent property owner for the vacation request. Mrs. Hatcher noted that the alley is behind her commercial building, and that people who come down the alley frequently use her sideyard to access the street. The concern is that this creates a liability for her business and a safety concern for the children at the dance studio that occupies the commercial building. Mrs. Hatcher noted that should the Case be approved, she would like to build a fence to no longer allow vehicular access to the side yard of her property. Mrs. Hatcher showed examples of cars driving through the alleyway and her side yard and presented aerial maps for the Commissioners to view.

Development Services Director David Gress gave the Staff Report, including the existing and surrounding zonings, past planning actions, alignment with the Comprehensive Plan, Staff comments, and findings of fact. This is a jointly filed application that if approved, would vacate the 14' alley for a length of 120' that directly abuts the property lines of the applicants. City Staff has determined the alley to be in an unimproved condition, meaning it is not suitable for vehicle traffic. Several alleyways in the neighborhood have debris, sheds, fences, etc., that encroach into the alleyway. If approved, the vacated space will be divided evenly between the abutting property owners, and maintenance of that portion of the alley would remain the responsibility of the property owners. Upon vacation of the alleyway, there will be a required utility easement dedication by the owners, allowing access for public and private utilities. The approval of the Case would also allow for a fence to be built on each property to the back of the new property line.

Commissioner Bowie asked if the other co-applicant was at the meeting.

Mr. Gress noted that she is.

The Case was opened for public comment.

Attorney Chuck Weedman came to the podium on behalf of the Rust family. The Rusts live at 306 S Franklin, next door to one of the co-applicants. Mr. Weedman stated that the alleyway is a drivethrough alley, and residents currently still use it as a means to access the rear of their property. Mr. Weedman gave testimony on behalf of the Rust and Horan families. Mr. Weedman also noted that there is not a sidewalk on Franklin, and pedestrians use the alleyway for a safe means of transportation within the neighborhood to the park.

Karen Rust, 306 S Franklin St., came to the podium to give her comments. Mrs. Rust noted that any hired service providers, such as tree trimming services, need access to the alley to be able to service trees along the backs of properties that abut the alley. There is not a way to turn around while in the alley for larger vehicles except to go through private property, and if the alley is impeded, the service vehicles would have to back all the way out. Mrs. Rust noted that she spoke with City Staff regarding a bush that was planted wrongly in the alleyway, and she was not pleased with the action that was taken to address the issue. She also noted that she believes that the alleyway does not belong to homeowners and should not be vacated.

The Public Hearing was closed at 6:30pm.

Mayor Turnbow asked if the maps that Mrs. Hatcher brought showed accurate property information according to the Cass County Assessor's Office.

Mrs. Hatcher noted that yes, the images were pulled from the Assessor's website.

Mayor Turnbow asked how sheds and fences were allowed to encroach into the alleyway.

Mr. Gress noted that sheds are supposed to be 20' back, and that most of the sheds currently located in the alley are allowed as nonconforming structures, meaning they are essentially grandfathered in. Access to the rear of properties is important, so the City decided it was best to not vacate the whole alley. Access to the rear yards is still available from the entrance on Plum Street which has a more solid gravel drive, and Mr. Gress noted that there is a drainage culvert and fire hydrant located along the Olive Street side of the alley that generally prevents vehicles from accessing the alley without potentially crossing into private property.

Chairman Wiggins noted that the drainage culvert and fire hydrant appear to be new. Chairman Wiggins also asked if there were restrictions on where Mrs. Hatcher might be able to put a fence, or an option to remove the culvert.

Mr. Gress noted that the fence could not be constructed any closer to the alleyway that is currently without the vacation. The fence could, however, be extended towards the street (Olive Street) making trespassing more difficult. Public Works Director Trent Salsbury noted that property owners are required to maintain the culverts and ditches installed by the City, but it is a possibility that the property owner could remove the culvert.

Commissioner Faulkner asked if the culvert was on City property.

Mr. Salsbury noted that yes, ditches and culverts are on City property, but not maintained by the City.

Commissioner Faulkner made mention that vehicles have reverse, and questioned the practicality of driving through the remaining alleyway if vacated.

Motion by Mayor Turnbow, Seconded by Commissioner Bowie to accept the Findings of Fact and forward Case #24022, Original Town Block 14 Alley Right-of-Way Vacation to the City Council with a recommendation of approval with the conditions as outlined.

Vote on Motion:

Commissioner Bowie	Aye
Commissioner Shanks	Aye
Commissioner Petermann	Aye
Commissioner Faulkner	Aye
Commissioner Fizer	Aye
Commissioner Smith	Absent
Commissioner Urquilla	Absent
Mayor Turnbow	Aye
Chairman Wiggins	Aye

Motion passed 7-0-0.

7. New Business - None

8. City Council Report

City Attorney Jonathan Zerr gave an update on the most recent City Council meetings held since the Commission last met.

9. Staff Report

Mr. Gress gave the Staff Report including the monthly department report. The December 17th meeting will be canceled.

Mayor Turnbow commented on some commotion surrounding the previous Case.

10. Public Comment

Mrs. Hatcher came to the podium and thanked the Commission for their time.

11. Commission Member Comment

Commissioner Bowie thanked Staff and Commissioner Faulkner for his time serving on the Commission.

Commissioner Shanks thanked Chairman Wiggins.

Commissioner Petermann thanked Staff.

Commissioner Faulkner thanked Staff.

Chairman Wiggins thanked Commissioner Faulkner, Staff, and wished everyone a happy holiday.

Commissioner Fizer thanked Commissioner Faulkner for his service and reminded everyone of the Mayor's Christmas Tree lighting.

Mayor Turnbow noted that Commissioner Faulkner has served for 22 years and thanked him for his service.

Mr. Zerr thanked Commissioner Faulkner as well.

12. Adjournment

Motion by Commissioner Faulkner, Seconded by Commissioner Petermann, to adjourn the December 3, 2024 Planning and Zoning Commission meeting.

Vote on Motion:

Commissioner Bowie	Aye
Commissioner Shanks	Aye
Commissioner Petermann	Aye
Commissioner Faulkner	Aye
Commissioner Fizer	Aye
Commissioner Smith	Absent
Commissioner Urquilla	Absent
Mayor Turnbow	Aye
Chairman Wiggins	Aye

Motion passed 7-0-0.

The December 3, 2024 meeting adjourned at 7:00pm.

Respectfully submitted,
Emily Jordan