



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, April 28, 2025
6:00 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Presentations / Awards**
- 5. Personal Appearances**
- 6. Staff Reports**
 - A. Public Works
 - B. Parks and Recreation
 - C. Communications Report
 - D. Finance
- 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 Regular Meeting Minutes, April 14, 2025
- B. City Council Special Meeting Minutes, April 14, 2025
- C. Inflow and Infiltration Investigation - Acceptance and Final Payment

Reference:
Resolution 25-12

The Public Works Director has determined that the project has been satisfactorily completed in accordance with the project specifications.

D. Basketball and Pickleball Courts Projects - Acceptance and Final Payment

Reference:

Resolution 25-13

The Director of Parks and Recreation has determined that the projects have been satisfactorily completed in accordance with the project specifications.

E. Establishment of Raymore as a Blue Shield Community under the Safer Missouri Initiative launched by Governor Kehoe

Reference:

Resolution 25-11

This Resolution is the first of ten steps in the application process for the Blue Shield Safer Community Designation. Communities with this designation will have access to grant funding for law enforcement training and equipment through the Missouri Department of Public Safety.

9. Unfinished Business

A. Award of Contract - Fertilization Program (pg 33)

Reference:

Bill 3954

Contract

Big Green Bid 2025

This is an award of contract to Big Green Turf Management LLC for the fertilization program at the main city facilities and select park areas. The City utilizes professional services for the lawn fertilization program at City Hall, Centerview and the Raymore Activity Center. Included in this contract is the addition of T.B. Hanna Station and the treatment for Emerald Ash Borer on the ash trees along Municipal Circle.

- City Council, 4/14/2025: Approved, 8-0
- Parks and Recreation Board, 3/25/2025: Approved, 7-0

B. Award of Contract - Parks & Recreation Uniforms (pg 63)

Reference:

Bill 3955

Contract
Liddle Sports Proposal

This is an award of Contract to Dunn Right LLC, The Liddle Sport Shop for the Parks and Recreation Uniform Contract that includes recreation program / athletic league uniforms and staff shirts for full-time and part-time employees.

- City Council, 4/14/2025: Approved, 8-0
- Parks and Recreation Board, 3/25/2025: Approved, 7-0

C. Award of Contract for Design - Hawk Ridge Plaza/Parkside Dog Park (pg 95)

Reference:

Bill 3956
Contract
CFS Proposal

This is an award of contract to Cook, Flatt & Strobel (CFS) Engineers for the design of the Hawk Ridge Park Plaza and the Parkside Dog Park. Both projects are funded in the FY25 Capital Improvement Plan.

- City Council, 4/14/2025: Approved, 8-0
- Parks and Recreation Board, 3/25/2025: Approved, 7-0

D. Easement Vacation - 1001 Bridgeshire Drive (pg 113)

Reference:

Bill 3962
Plot Plan/Easement Exhibit
Staff Report

An application filed by Shawn and Kristi Heggen, owners of a newly built home at 1001 Bridgeshire Drive in the Westbrook at Creekmoor subdivision, requesting to vacate a portion of a rear-yard utility easement to allow for the construction of an in-ground swimming pool.

- City Council, 4/14/2025: Approved, 8-0

10. New Business

A. Selection of Mayor Pro Tempore

Section 3.4 of the City Charter, Mayor Pro Tempore, provides: "The Council shall elect annually from among its members a Mayor Pro Tempore. The Mayor Pro Tempore shall assume the powers and duties of the Mayor during the absence or disability of the Mayor or if a vacancy occurs. While assuming the powers and duties of the Mayor during the physical absence in person or disability of the Mayor (until and if the seat is declared vacant), the Mayor Pro Tempore shall retain his/her vote as a Councilmember, but shall not possess the additional mayoral voting power provided by Section 4.4(a), and shall not possess the mayoral veto power provided by Section 4.4(c). While assuming the powers and duties of the Mayor following a vacancy, the Mayor Pro Tempore shall possess the Mayoral veto power provided by Section 4.4(c) and the Mayoral voting power provided by Section 4.4(a), but shall not retain his/her vote as a Councilmember."

B. Governing Body Members on Planning and Zoning Commission

The Mayor will determine if he wishes to remain a member of the Planning & Zoning Commission in the coming year and the Council may also designate a member to serve.

C. Award of Contract - City Prosecutor - William N. Marshall III (pg 122)

Reference:

Bill 3959

2025 Contract City Prosecutor

Section 3.10(b) of the Charter provides that the City shall have one or more Prosecuting Attorneys appointed by the Mayor with the advice and consent of six out of eight members of the entire Council. Bill 3959 authorizes the appointment of William N. Marshall, III to continue serving as the City Prosecutor under a contract for a one-year term, ending in February 2026.

- No previous action on this item

D. Amendments to Criminal Code and Traffic Code (pg 135)

Reference:

Bill 3963

Staff is requesting the amendment of certain provisions of the adopted traffic code and criminal code to increase the efficiency of policing, prosecution, and judicial administration.

- No previous action on this item

E. Award of Contract - 2025 Street Preservation (pg 153)

Reference:

Bill 3961

2025 Street Preservation Map

Contract

The 2025 Street Preservation project involves the mill and overlay of city streets as presented to Council at a recent work session. Staff recommends approval to Phillips Paving Company, Inc.

- No previous action on this item

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

PUBLIC WORKS MONTHLY REPORT

April 2025

ENGINEERING DIVISION

Projects Under Construction

- Sunset Lane - Base asphalt has been placed on the road and parking lot. The curb is all installed.
- Owen Good Forcemain Replacement Project - The majority of the work has been completed. The reconnections have been made and the new line is active.

Development Under Construction

- Sendera - Working on Storm Sewer Infrastructure.
- Raymore Commerce Center south - 195th Street to be closed for realignment. The retaining wall has been completed and the contractor is working on grading for the roadway.
- Saddlebrook - Utilities have been completed.
- Cunningham 4th - Working on Storm Sewer Infrastructure.
- Creekside Ranch - Working on site grading

OPERATIONS & MAINTENANCE DIVISION

- 80 City Hall Work Orders
- 693 Locates
- 91 Service Requests
- 10 Driveway Inspections
- 18 Sidewalk Inspections
- 6 Curb Inspections
- 18 Final ROW Inspections
- 12 Sewer Inspections
- 5 Water Taps
- 5 Water Inspections

Road Maintenance:

- Performed various street patches.
- Cleaned sidewalks and completed street sweeping on 58 Hwy.
- Cleaned storm inlets.
- Inspected and patched curbs.
- Repaired 76 potholes throughout the city (used 2 tons of asphalt).

Water and Sewer Services:

- Addressed various water and sewer service requests.
- Conducted meter activations, inspections, and troubleshooting.

- Routine MDNR water sample testing.
- Managed sewer backup on Pointe Ln.
- Preventative maintenance performed on water/sewer stations.
- Preventative maintenance performed on Whitetail lift station pumps.
- Preventative maintenance performed on Owen Good peak pumps.
- Completed manhole repair at Dollar General.
- Performed 25,000 Gal Hydrant Flush.
- Repaired stale meters.
- Finished dirt work from winter water main breaks.
- Performed station readings.
- Continued to complete Lead Service Line Inventory inspections for MDNR and EPA Compliance.
- Installed Oxygen System Flow Meter for odor control at Owen Good lift station.
- Completed dirt work on yards impacted by water breaks

Traffic and Pedestrian Infrastructure:

- Sign maintenance and repairs.
- Continuing GIS utility locate system updates.
- Routine mowing and firing range clean up.
- Organization of traffic signs.
- Completed maintenance of the mudjacker.
- Installed delineators and painted curbs on Westgate Island.
- Public Works set up temporary stop signs to help manage intersections at traffic signals during the power outage.
- Addressed a sight clearance issue at N Madison St & E 163rd St.

Customer Service and Administration:

- Provided ongoing customer service and training.
- Transfer of Public Works Administrative Assistant from Elizabeth Southard to Ashley Tucker. Thank you for your service Elizabeth!

MONTHLY REPORT

April 2025

Monthly Highlights

- The flag football and volleyball season began Saturday, March 29 at Recreation Park, with 19 soccer games and seven flag football games. The Raymore Activity Center hosted three volleyball games.
- Recreation Coordinator Cecilia Walther and Recreation Superintendent Todd Brennon conducted job interviews for summer camp positions.
- Park maintenance staff painted the Optimist Shelter located at Recreation Park.
- Park maintenance staff prepared the flag football fields at Recreation Park for the beginning of the flag football season.
- Park maintenance staff mulched the flower beds at the Raymore Activity Center and trimmed trees located around Raymore City Hall.
- Recreation Coordinator Nick Cook and Recreation Coordinator Cecilia Walther attended the Missouri Parks and Recreation Region 1 Lunch & Learn hosted in Gladstone, Missouri.
- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon attended the Raymore Chamber's 50th Birthday Celebration.
- Recreation Coordinator Cecilia Walther sent acceptance letters to farmers market vendors for the 2025 Raymore Parks and Recreation Farmers Market.
- Recreation Coordinator Cecilia Walther and Recreation Superintendent Todd Brennon picked up Easter Festival eggs from the Raymore-Peculiar Academy.
- The Raymore-Peculiar Public School Foundation hosted the annual Taste of Ray-Pec fundraiser at the Raymore Activity Center on Saturday, April 5.
- Recreation Superintendent Todd Brennon, Recreation Coordinator Cecilia Walther and Athletic Coordinator Nick Cook met with Chick Fil-A for potential partnership opportunities.
- Athletic Coordinator Nick Cook built rosters for the upcoming baseball, softball and tee ball season.



- Parks and Recreation Director Nathan Musteen, Recreation Superintendent Todd Brennon and Park Superintendent Steve Rulo attended an on site asset management demonstration presented by representatives of OpenGov.
- Park maintenance began routine mowing throughout the parks.
- Recreation Coordinator Cecilia Walther finalized dates for summer camp staff training.
- The Parks and Recreation Department hosted the April Coffee and Conversation through the Raymore Chamber of Commerce. This month's event was held at Centerview and sponsored by Scooter's Coffee. Scooters is a proud partner with Raymore Parks and Recreation concessions!
- Athletic Coordinator Nick Cook held coach meetings for the upcoming baseball, softball and tee ball season. Practices will begin next week at Recreation Park and Memorial Park.
- Athletic Coordinator Nick Cook met with Brock Byrd of Chick-Fil-A and discussed possibilities of selling Chick-Fil-A products out of the Raymore Parks and Recreation concessions stands.
- Athletic Coordinator Nick Cook and Recreation Coordinator Cecilia Walther made updates to the Raymore Parks and Recreation website to show upcoming community events, summer and fall program information and registration deadlines.
- Park Superintendent Steve Rulo participated in mock interviews for high school students at the Cass County Career Center.
- Park maintenance staff prepped for the Raymore Easter Festival scheduled for Saturday, April 19 at Recreation Park.
- Park Superintendent Steve Rulo worked with playground sales representatives to get pricing on replacement playground equipment that has been vandalized.
- Recreation Coordinator Cecilia Walther interviewed potential summer camp counselor candidates.
- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon met with Wheelhouse Baseball to discuss potential partnership opportunities.

Raymore Summer Camp - Lock in your registration for a fun-filled summer with weekly themed games, field trips and activities with the Raymore Parks & Recreation 2025 Summer Day Camp!

Dates: 6/2- 8/8 (No camp on 7/3, 7/4, and 8/5)

Time: 7 a.m.-6 p.m.

Fee: \$45 (one -time). Registration forms are required at the time of registration.

Weekly Participation Fee: \$130- \$155 (field trip destinations will determine cost per week)

Ages: 5-12



EASTER 2025!

Thank you to our amazing volunteers who filled TONS of easter eggs, helped with the egg hunt, provided free hotdogs and so much more! We love when our community comes together at events like this!

Hosted with Hannah
Raymore-Peculiar Sunrise Optimist Club
Mazuma Credit Union
South Metro Fire District
DonutNV Independence, Missouri



The Sportsmanship Corner (Excellence Room & Resilience Room)

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

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

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




RAYMORE
parks & recreation

We're Hiring

Open Positions

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

Join our team now!

Looking for awesome team members! **Apply today at** www.raymore.com/joinparks



Bark in the Park Movie Night

Friday, May 9

Dogs must be leashed and vaccinated.
Treats for the doggos are provided!

Movie starts at dusk
at T.B. Hanna Station

Popcorn & dog treats provided!

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period March 1, 2025 to March 31, 2025.

March Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

41.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 52.60% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2025.
- Franchise Tax revenues are tracking slightly above straight line at 45.36%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly above straight line budget at 41.72%. City sales taxes are at 41.29% while state shared gasoline and vehicle taxes are at 42.40%.
- Fees and Permit revenues collected are tracking below straight line budget at 40.83%. There are 68 detached single family building permits issued out of the 128 budgeted starts. In addition, we have issued 8 commercial building permits.
- License revenues collected are tracking above straight line budget at 74.48%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in December and January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 30.60%. Staff will continue to monitor this revenue source closely throughout the year.
- Miscellaneous revenues are above straight line budget at 81.54% due to the collection of Dispatch fees in February.

Expenditures:

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

- The Information Technology Department has started to replace the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Streets Department is currently at 47.17% of straight line budget primarily due to the purchase of salt for the winter storm events.

Public Safety Sales Tax Fund

Passed: 04/08/2025

Effective: 10/01/2025

First DOR Distribution: 12/2025

The required documents were mailed to the Department of Revenue, Local Sales Tax Unit by Certified Mail on 04/16/2025

Revenue: NA

Expenditures: NA

Parks & Recreation Fund

Revenue:

Revenues are at 54.94% of budget 41.67% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 40.64% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	2,058,153.00	17,450.67	1,926,793.02	0.00	131,359.98	93.62
FRANCHISE TAXES	0.00	0.00	0.00	2,506,712.00	282,754.79	1,137,063.52	0.00	1,369,648.48	45.36
SALES TAXES	0.00	0.00	0.00	5,003,884.00	407,716.24	2,087,475.25	0.00	2,916,408.75	41.72
FEES AND PERMITS	0.00	0.00	0.00	709,396.00	98,405.09	289,629.81	0.00	419,766.19	40.83
LICENSES	0.00	0.00	0.00	136,742.00	5,520.00	101,849.00	0.00	34,893.00	74.48
MUNICIPAL COURT	0.00	0.00	0.00	346,752.00	18,341.32	106,108.28	0.00	240,643.72	30.60
MISCELLANEOUS	0.00	0.00	0.00	813,099.00	103,170.31	662,961.45	0.00	150,137.55	81.54
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,575,048.00	166,222.75	1,131,113.75	0.00	1,443,934.25	43.93
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	14,149,786.00	1,099,581.17	7,442,994.08	0.00	6,706,791.92	52.60
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	14,149,786.00	1,099,581.17	7,442,994.08	0.00	6,706,791.92	52.60
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	1,317,057.00	109,754.74	610,373.09	0.00	706,683.91	46.34
ADMINISTRATION	0.00	0.00	0.00	1,648,484.26	98,281.10	600,531.67	10,865.98	1,037,086.61	37.09
INFORMATION TECHNOLOGY	(990.00	(990.00)	0.00	984,015.96	43,246.50	379,403.90	39,368.24	565,243.82	42.56
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	190,494.00	11,683.73	73,056.87	738.93	116,698.20	38.74
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	962,878.80	74,360.70	390,424.70	6,260.26	566,193.84	41.20
ENGINEERING	0.00	0.00	0.00	547,877.68	31,033.87	170,854.54	4,435.44	372,587.70	31.99
STREETS	103,607.21	5,850.00	97,757.21	976,122.80	106,342.85	447,884.53	12,563.20	515,675.07	47.17
BUILDING & GROUNDS	0.00	0.00	0.00	412,153.72	31,674.82	146,053.06	3,664.27	262,436.39	36.33
STORMWATER	0.00	0.00	0.00	381,418.60	27,273.38	133,773.30	325.98	247,319.32	35.16
COURT	0.00	0.00	0.00	203,204.00	15,638.07	79,019.14	34.55	124,150.31	38.90
FINANCE	0.00	0.00	0.00	960,665.74	69,309.62	389,755.15	21,778.02	549,132.57	42.84
COMMUNICATIONS	0.00	0.00	0.00	349,099.00	21,387.14	131,001.48	4,638.04	213,459.48	38.85
PROSECUTING ATTORNEY	0.00	0.00	0.00	27,000.00	2,250.00	9,000.00	2,250.00	15,750.00	41.67
POLICE	0.00	0.00	0.00	5,898,783.82	389,385.52	2,324,842.91	20,452.28	3,553,488.63	39.76
EMERGENCY MANAGEMENT	0.00	0.00	0.00	154,839.12	10,507.59	62,044.30	2,013.63	90,781.19	41.37
TOTAL EXPENDITURES	102,617.21	4,860.00	97,757.21	15,014,094.50	1,042,129.63	5,948,018.64	129,388.82	8,936,687.04	40.48
REVENUES OVER/(UNDER) EXPENDITURES	(102,617.21)	4,860.00	(97,757.21)	(864,308.50)	57,451.54	1,494,975.44	(129,388.82)	(2,229,895.12)	158.00-

25 -PARK FUND
FINANCIAL SUMMARY

			REMAINING						
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PARKS DIVISION									
PROPERTY TAXES	0.00	0.00	0.00	545,894.00	4,695.21	518,250.18	0.00	27,643.82	94.94
MISCELLANEOUS	0.00	0.00	0.00	30,385.00	7,983.59	17,423.72	0.00	12,961.28	57.34
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,615.00	1,545.00	1,935.00	0.00	20,680.00	8.56
TRANSFERS - INTERFUND	0.00	0.00	0.00	850,000.00	54,166.66	470,833.30	0.00	379,166.70	55.39
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,448,894.00	68,390.46	1,008,442.20	0.00	440,451.80	69.60
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	50,000.00	861.50	1,012.00	0.00	48,988.00	2.02
FACILITY RENTAL REVENUE	0.00	0.00	0.00	26,420.00	3,540.00	5,906.00	0.00	20,514.00	22.35
PROGRAM REVENUE	0.00	0.00	0.00	338,975.00	30,370.00	127,889.50 (	295.00)	211,380.50	37.64
TOTAL RECREATION DIVISION	0.00	0.00	0.00	415,395.00	34,771.50	134,807.50 (	295.00)	280,882.50	32.38
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	71,175.00	10,791.23	31,773.39	0.00	39,401.61	44.64
PROGRAM REVENUE	0.00	0.00	0.00	15,250.00	280.00	3,011.00	0.00	12,239.00	19.74
TOTAL CENTERVIEW	0.00	0.00	0.00	86,425.00	11,071.23	34,784.39	0.00	51,640.61	40.25
RAYMORE ACTIVITY CENTER									
MISCELLANEOUS	0.00	0.00	0.00	6,000.00	782.00	4,405.00	0.00	1,595.00	73.42
CONCESSION REVENUE	0.00	0.00	0.00	4,400.00	203.75	2,603.25	0.00	1,796.75	59.16
FACILITY RENTAL REVENUE	0.00	0.00	0.00	43,250.00	4,437.50	16,352.50	0.00	26,897.50	37.81
PROGRAM REVENUE	0.00	0.00	0.00	262,775.00	11,502.00	44,543.50	0.00	218,231.50	16.95
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	316,425.00	16,925.25	67,904.25	0.00	248,520.75	21.46
TOTAL REVENUES	0.00	0.00	0.00	2,267,139.00	131,158.44	1,245,938.34 (	295.00)	1,021,495.66	54.94
EXPENDITURE SUMMARY									
PARKS DIVISION	4,276.00	4,276.00	0.00	1,185,067.89	70,724.67	475,035.85 (	229.22)	710,261.26	40.07
RECREATION DIVISION	0.00	0.00	0.00	402,907.50	36,348.10	129,245.15	2,726.97	270,935.38	32.75
CENTERVIEW	0.00	0.00	0.00	111,028.96	6,455.73	43,435.71	6,094.45	61,498.80	44.61
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	292,330.54	30,464.30	135,863.03	1,842.87	154,624.64	47.11
TOTAL EXPENDITURES	4,276.00	4,276.00	0.00	1,991,334.89	143,992.80	783,579.74	10,435.07	1,197,320.08	39.87
REVENUES OVER/(UNDER) EXPENDITURES	(4,276.00)	4,276.00	0.00	275,804.11	(12,834.36)	462,358.60 (	10,730.07)	(175,824.42)	163.75

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MARCH 31ST, 2025

50 -ENTERPRISE FUND
FINANCIAL SUMMARY

	PRIOR YEAR	PRIOR YEAR	REMAINING						
	ENDING PO BAL.	PO ADJUST.	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
			PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	178,734.00	45,957.50	106,269.99	0.00	72,464.01	59.46
UTILITY REVENUE	0.00	0.00	0.00	11,145,395.00	844,263.59	4,495,387.69	0.00	6,650,007.31	40.33
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	11,324,129.00	890,221.09	4,601,657.68	0.00	6,722,471.32	40.64
COVID-19									
SRF SEWER BONDS									
TOTAL REVENUES	0.00	0.00	0.00	11,324,129.00	890,221.09	4,601,657.68	0.00	6,722,471.32	40.64
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	750,000.00	62,500.00	312,500.00	0.00	437,500.00	41.67
WATER	8,022.66	8,022.66	0.00	4,477,053.34	310,151.83	1,404,871.07	100,857.37	2,971,324.90	33.63
SEWER	13,340.94	0.00	13,340.94	4,679,397.34	634,154.75	1,745,790.78	64,155.05	2,869,451.51	38.68
SOLID WASTE	0.00	0.00	0.00	2,183,409.00	167,453.20	668,895.48	0.00	1,514,513.52	30.64
TOTAL EXPENDITURES	21,363.60	8,022.66	13,340.94	12,089,859.68	1,174,259.78	4,132,057.33	165,012.42	7,792,789.93	35.54
REVENUES OVER/(UNDER) EXPENDITURES	(21,363.60)	8,022.66	(13,340.94)	(765,730.68)	(284,038.69)	469,600.35	(165,012.42)	(1,070,318.61)	39.78-

Investment Monthly Report

Investments Held at 03/31/2025

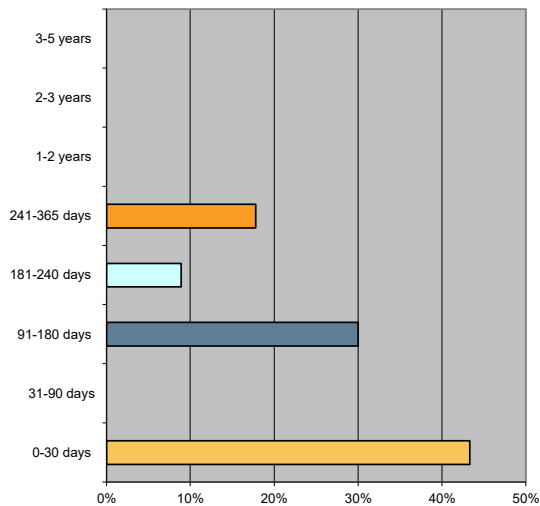
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/23/24	296025548	CBR	US TREASURY NOTE		12/31/25	4,001,093.75	4,000,000.00	4.2210	4,001,093.75	1,093.75
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	4,734,394.10	4,734,394.10	4.1600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

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

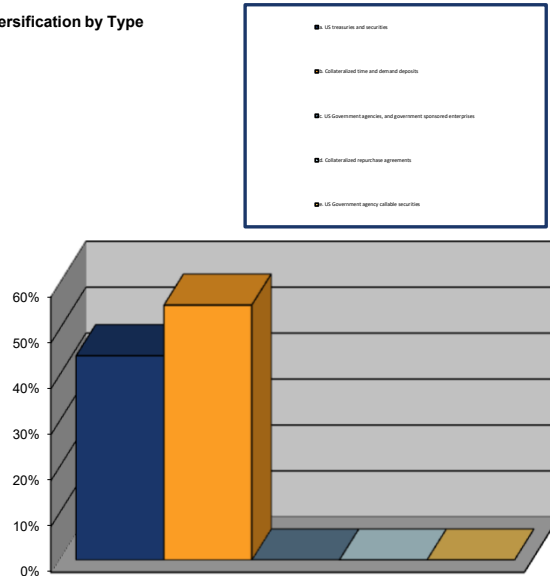
Average Annual Rate of Return: 4.5238

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

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

Average Rate of Return on Maturities:

March Grant Summary

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

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

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, APRIL 14, 2025 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call To Order

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

2. Roll Call

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

3. Pledge of Allegiance

4. New Business

A. Declaring April 8, 2025 Election Results - Emergency Reading

BILL 3960: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DECLARING THE RESULTS OF THE APRIL 8, 2025, ELECTION AND DECLARING THIS BILL AS AN EMERGENCY."

City Clerk Erica Hill conducted the first reading of Bill 3960 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3960 by title only.

DISCUSSION: None

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

Mayor Turnbow declared Bill 3960 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3889 in its entirety.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3960 in its entirety.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3960 as **Raymore City Ordinance 2025-020**.

5. Oath of Office

City Clerk Erica Hill administered the oath of office to Mayor Kristofer Turnbow, Councilmembers Donald Baker, Ward 1; Joseph Burke III, Ward 2; Kevin Barber, Ward 3; and Thomas Engert, Ward 4.

6. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 6:13 p.m.

Respectfully submitted,

Erica Hill
City Clerk

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, APRIL 14, 2025, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:13 p.m.

2. Roll Call

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

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented proclamations for National Public Safety Telecommunicators Week and National Animal Care and Control Appreciation Week.

5. Personal Appearances

6. Staff Reports

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

Chief of Police Jim Wilson provided information about recent property damage incidents that have occurred in City parks and urged citizens to say something when they see something. City Manager Jim Feuerborn added that plans are being put into place to address these crimes. They answered questions from Council.

City Clerk Erica Hill announced the 2025 Show Me Green Sales Tax holiday is April 19-25.

City Manager Jim Feuerborn announced items for the April 21 work session. He provided information on the process to enact the Public Safety Sales Tax.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, March 24, 2025

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

DISCUSSION: None

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

9. Unfinished Business

A. Award of Contract - 2025 Curb Project

BILL 3949: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC FOR THE 2025 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 25-469-201, IN THE AMOUNT OF \$928,810 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3949 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3949 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3949 as **Raymore City Ordinance 2025-021.**

B. Raymore Commerce Center South Chapter 100 - Building 5

BILL 3957: "AN ORDINANCE AUTHORIZING THE TAXABLE INDUSTRIAL REVENUE BONDS (KCI RAYMORE BUILDING 5, LLC PROJECT), SERIES 2025

RELATED TO AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS.”

City Clerk Erica Hill conducted the second reading of Bill 3957 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3957 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3957 as **Raymore City Ordinance 2025-022.**

10. New Business

A. Award of Contract - Fertilization Program

BILL 3954: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIG GREEN TURF MANAGEMENT LLC TO PROVIDE FERTILIZATION SERVICES AND TREE DISEASE TREATMENTS AT MUNICIPAL FACILITIES AND SELECT PARK AREAS.”

City Clerk Erica Hill conducted the first reading of Bill 3954 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the council packet. Staff solicited proposals for the fertilization program at City facilities, which include Municipal Circle, Centerview and the Raymore Activity Center. This contract also includes the treatment of the purple ash trees inside the perimeter of Municipal Circle for the Emerald Ash Borer (EAB). The EAB treatment is applied every other year and is not scheduled for the next treatment until 2026. An alternate bid request was to include T.B. Hanna Station. This contract is a shared contract between the Parks and Recreation Department and the Buildings and Grounds Department and is for one year with the option to renew for two additional one-year terms that includes pricing for years 2 and 3. One proposal was received by Big Green Turf Management LLC. Staff recommends the inclusion of T.B. Hanna Station and recommends the award of contract to Big Green Turf Management LLC. He answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3954 by title only.

DISCUSSION: None

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

B. Award of Contract - Parks & Recreation Uniforms

BILL 3955: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DUNN RIGHT LLC, THE LIDDLE SPORT SHOP TO PROVIDE UNIFORM SHIRTS AND ACCESSORIES FOR PARKS AND RECREATION PROGRAMS AND STAFF."

City Clerk Erica Hill conducted the first reading of Bill 3955 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the council packet. In January, the Parks and Recreation Department requested proposals for the uniform services associated with department sports, leagues, programs and staff uniforms. This contract guarantees pricing for a myriad of uniform needs throughout the recreation programs/leagues as well as basic staff shirts. The current contract expires at the end of April 2025. Staff received three responsive proposals meeting all requested criteria. Using a basket of goods comparison of each bid, the Liddle Sport Shop is found to be the lowest, best, most responsive bid. This contract is for one year with the option to renew for two additional one-year terms. He answered questions from staff.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3955 by title only.

DISCUSSION: None

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

C. Award of Contract for Design - Hawk Ridge Plaza/Parkside Dog Park

BILL 3956: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CFS ENGINEERS TO PROVIDE DESIGN SERVICES FOR THE HAWK RIDGE PARK PLAZA AND THE PARKSIDE DOG PARK."

City Clerk Erica Hill conducted the first reading of Bill 3956 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the council packet. Staff issued a Request for Qualifications for design services for Hawk Ridge Park Plaza and the Parkside Dog Park. Both projects were included in the FY25 capital improvement plan. The Hawk Ridge Park Plaza was originally proposed in the Hawk Ridge Park Master Plan and will provide a venue for community events, private rental and become the entrance to the park. The Parkside Dogpark is included as part of the design as these projects are located approximately 0.5 miles apart and will connect by a future roadside trail along the Sunset Lane extension to 163rd Street. With the Sunset Lane extension project and the Hawk Ridge Park parking lot project underway, it is important to continue with the completion of these projects and minimize the long-term construction in that area. The Park Board reviewed the statement of qualifications submitted during a work session on February 25 and selected the proposal from CFS as the best option for the design of these projects.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3956 by title only.

DISCUSSION: None

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

D. Madison Valley 4th Final Plat

BILL 3958: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 4TH FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3958 by title only.

Development Services Director David Gress reviewed the staff report included in the council packet. An application filed by Bryan Rahn, representing Ward Development, requesting approval of the 5th and final plat for the Madison Valley subdivision. The request includes 32 single family lots and three common area tracts located north of Heritage Drive. The Madison Valley Preliminary Plat was approved by the City Council on December 20, 2021, which included 154 lots to be developed over five phases. At their March 18, 2025 meeting, the Planning and Zoning Commission voted 8-0 to recommend approval to the City Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3958 by title only.

DISCUSSION: None

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

E. Easement Vacation - 1001 Bridgeshire Drive

BILL 3962: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 103 IN EDGEWATER AT CREEKMOOR 4TH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3962 by title only.

Development Services Director David Gress reviewed the staff report included in the council packet. Shawn and Kristi Heggen, owners of the newly built home at 1001 Bridgeshire Drive, are requesting a partial vacation of an existing 25' rear-yard utility easement. The requested vacation would allow for a permit to be issued for the construction of an in-ground swimming pool. Staff has contacted all utility providers likely to have facilities located in the easement. No objections were received, and the partial vacation would allow for 7.5' to remain, which is a standard dimension for a utility easement.

City Manager Jim Feuerborn added that these types of applications are usual for this type of year given the larger easements in Creekmoor. He answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3962 by title only.

DISCUSSION: None

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the voters for passing the Public Safety Sales Tax, congratulated the newly reelected officials, urged citizens to report suspicious activity in the parks, and thanked Mayor Turnbow for the proclamations for National Public Safety Telecommunicators Week and National Animal Care and Control Appreciation Week.

Councilmember Abdelgawad discussed political sign rules and urged those running for elected offices to follow the laws.

13. Adjournment

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

DISCUSSION: None

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

The special meeting of the Raymore City Council adjourned at 7:16 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 25-12

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE INFLOW AND INFILTRATION INVESTIGATION PROJECT."

WHEREAS, the Contract specifies that funds be retained until satisfactory completion of the project; and,

WHEREAS, the Director of Public Works determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. Inflow and Infiltration Investigation Project is accepted.

Section 2. The final payment in the amount of \$3,800 is approved.

Section 3. This Resolution shall become effective on and after the date of passage and approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 28TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 25-13

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE BASKETBALL AND PICKLEBALL COURTS PROJECT."

WHEREAS, the Contract specifies that funds be retained until satisfactory completion of the project; and,

WHEREAS, the Director of Parks and Recreation determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. Basketball and Pickleball Courts Project is accepted.

Section 2. The final payment in the amount of \$50,930.00 is approved.

Section 3. This Resolution shall become effective on and after the date of passage and approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 28TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 25-11

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, INDICATING AN INTENT TO PURSUE A DESIGNATION AS A BLUE SHIELD COMMUNITY UNDER THE SAFER MISSOURI INITIATIVE LAUNCHED BY GOVERNOR MIKE KEHOE. "

WHEREAS, the safety and well-being of all residents, visitors, and businesses within the City of Raymore are of paramount importance; and,

WHEREAS, the City of Raymore has been a regional leader in promoting safe communities and has excelled in the area of law enforcement, consistently getting excellent reviews among its citizens in official surveys and community conversations; and,

WHEREAS, crime poses a significant threat to the quality of life, economic growth, and overall health of the community; and,

WHEREAS, the City of Raymore will continue to demonstrate a commitment to public safety, including efforts to reduce any violent crime within the City; and,

WHEREAS, a collaborative approach involving law enforcement, community organizations, residents, and other stakeholders are essential to effectively reduce crime, with these efforts bringing an unparalleled sense of unity and pride to Raymore.

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

Section 1. This Resolution reaffirms the City of Raymore's commitment to the safety and security of all residents and will prioritize public safety initiatives in its policies, budgets, and programs in an effort to reduce and eliminate crime.

Section 2. It is the intention of this City Council and the Raymore Police Department to apply for the designation of a Blue Shield Community, in accordance with Governor Mike Kehoe's Safer Missouri initiative.

Section 3. This Resolution shall become effective on and after the date of passage and approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 28TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 4/14/2025

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks and Recreation

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Fertilization Program (pg 33)

STRATEGIC PLAN GOAL / STRATEGY

Goal 1.2.1: Create a physical environment that inspires a sense of pride.

FINANCIAL IMPACT

Award To:	Big Green Turf Management LLC
Amount of Request/Contract:	\$8,043 (1st year)
Amount Budgeted:	Parks Professional Services - \$55,000
Funding Source/Account:	Parks Fund 25

PROJECT TIMELINE

Estimated Start Date
5/1/2025

Estimated End Date
4/30/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks & Recreation Board
Date:	March 25, 2025
Action/Vote:	Approved, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3954
2. Contract
3. Big Green Bid 2025

BACKGROUND / JUSTIFICATION

Staff solicited proposals for the fertilization program at City facilities, which include Municipal Circle, Centerview and the Raymore Activity Center. This contract also includes the treatment of the purple ash trees inside the perimeter of Municipal Circle for the

Emerald Ash Borer (EAB). The EAB treatment is applied every other year and is not scheduled for the next treatment until 2026. An alternate bid request was to include T.B. Hanna Station. This contract is a shared contract between the Parks and Recreation Department and the Buildings and Grounds Department and is for one year with the option to renew for two additional one-year terms that includes pricing for years 2 and 3.

One proposal was received by Big Green Turf Management LLC.

Breakdown of the financial impact for year one: \$8,043

- Municipal Circle - \$2,156
- Centerview - \$1,799
- Raymore Activity Center - \$1,470
- T.B. Hanna Station - \$2,618

The Emerald Ash Borer treatment is only scheduled for year two of the three-year contract. Its financial impact is \$2,872.50.

Staff recommends the inclusion of T.B. Hanna Station and recommends the award of contract to Big Green Turf Management LLC.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIG GREEN TURF MANAGEMENT LLC TO PROVIDE FERTILIZATION SERVICES AND TREE DISEASE TREATMENTS AT MUNICIPAL FACILITIES AND SELECT PARK AREAS."

WHEREAS, the City utilizes a contracted fertilization company to provide seasonal lawn fertilization services; and,

WHEREAS, the City utilizes a contracted professional service company to provide emerald ash borer treatment to the trees along Municipal Circle; and,

WHEREAS, City staff publicly advertised for fertilization of city facilities and emerald ash borer treatments; and,

WHEREAS, staff reviewed the proposal submitted and found that Big Green Turf Management LLC was the best and most responsive proposal submitted.

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

Section 1. The City Manager is hereby directed to enter into a guaranteed pricing contract with Big Green Turf Management LLC to provide fertilization services and tree disease treatments at municipal facilities and select park areas.

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF APRIL, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 28TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Fertilization Program/Emerald Ash Borer Treatment

Agreement made this 28th day of April, 2025, between Big Green Turf Management, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2721 SE Hamblen Rd, Lees Summit, MO 64082, 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 28th day of April, 2025 and coincidental with the Mayor'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/supplies as specified in RFP # 25-009 and the Standard Contract Terms and Conditions in Appendix B, 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 RFP # 25-009 and the Scope of Services attached as Appendix A,

including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND TERM

Contractor agrees to perform fertilization services as prescribed in the RFP document. This contract is for services provided in a one year period beginning May 1, 2025 and ending April 30, 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 GUARANTEED PRICING CONTRACT

The City agrees to pay the Contractor for services associated with fertilization of select municipal facilities and park areas including the treatment of trees for disease along Municipal Circle based on guaranteed pricing listed below and provided in the Request for Proposal response submitted by the contractor and attached as Appendix A,

Location	Year 1 - 2025	Year 2 - 2026	Year 3 - 2027
City Hall	\$2156	\$2247	\$2338
Centerview	\$1799	\$1876	\$1953
RAC	\$1470	\$1533	\$1596
TB Hanna	\$2618	\$2723	\$2835
EAB Treatment	-----	\$2872.5	-----
Total:			

Location	Year 1 - 2025	Year 2 - 2026	Year 3 - 2027
Total	\$8043	\$11251.50	\$8720

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for supplies delivered. 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 of non payment for services not rendered.

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

ARTICLE V INSURANCE REQUIREMENTS

Contractor shall provide a certificate of insurance to the City before commencing the work described in the scope of services in the amounts listed in the Standard Contract Terms and Conditions. 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 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 shall designate a representative 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 delay or cancellation of performance and execute this agreement in writing.

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 Occupational Safety Health Administration and related federal, state, county, and city regulations.

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

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 sub-contractors 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 sub-contractors and their employees comply with all applicable laws and regulations.

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.

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 by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor 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 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 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 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 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 the prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

BIG GREEN TURF MANAGEMENT, LLC

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A

SCOPE OF SERVICES

Three facilities are to be included in the program: City Hall, Centerview and the Raymore Activity Center.

The following scope of work is a guide for the services desired at all three locations.

Application	Timeframe	Description
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)
4	June - July	Grub Control treatment
5	July - August	Weed Control (Broadleaf weed and other summer weeds)
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds

Additional Notes:

- Contractors are responsible for accurate measurements and quantities.
- Within the program bid documents, contractors should indicate a liquid or granular fertilizer and other additional details associated with their program / product.
- The native planting area south of the Centerview building should be excluded from any applications.
- City Hall, Centerview and the RAC have irrigation systems.
- TB Hanna Station does not have irrigation.
- Project is tax exempt

City Hall - 100 Municipal Circle



Centerview - 227 Municipal Circle



Raymore Activity Center - 1011 S Madison



TB Hanna Station - 214 S. Washington
alternate bid



Emerald Ash Borer Treatment
21 Purple Ash Trees - Municipal Circle

Emerald Ash Borer Treatment

Contractors will use the Arbor Jet Tree Injection system. General Application Instructions:

- Bore holes around the base of the ash tree
- Inject the appropriate amount of insecticide into the tree based on DBH (Diameter at breast height).
- Treatment to be applied every other year on even years. Next Treatment to be applied in 2026.

Insecticide: TREE-äge G4 - Injected insecticide for two-year control of listed insect & mite pests in deciduous and coniferous trees and palms, proven to be very effective against Emerald Ash Borer.

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 Parks Director or their authorized representative. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Contractor agrees to perform fertilization services as prescribed in the RFP document. This contract is for services provided in a one year period beginning May 1, 2025 and ending April 30, 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 Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Invoices to be paid within 30 days of receipt.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 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 Parks Director, or designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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.

P. *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.

Q. *Release of Information*

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

R. *Affidavit of Work Authorization and Documentation*

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

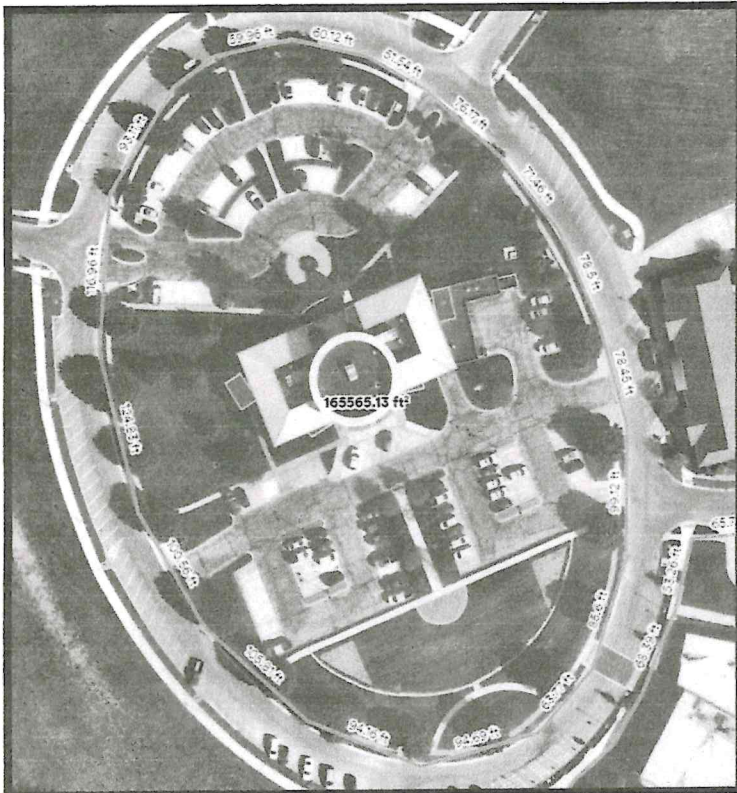
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

BID PROPOSAL FORM E – Project No. 25-009**Fertilization Program**

City Hall (100 N. Municipal Circle)

Application	Timeframe	Description	Price
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	\$308
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	\$308
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)	\$308
4	June - July	Grub Control treatment	\$308
5	July - August	Weed Control (Broadleaf weed and other summer weeds)	\$308
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)	\$308
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds	\$308

TOTAL: \$2,156

25-009
Fertilization Program
Page 33 of 40

Additional Notes or Explanation

OUR PRICES REFLECT A
DISCOUNT THAT WE NORMALLY
OFFER NEW CUSTOMERS WHICH
IS 75% OFF. WE HAVE
EXTENDED THIS DISCOUNT
FOR THE LIFE OF THE
CONTRACT AS WE DEEM IT
AN IMPORTANT ASPECT OF
OUR DESIRE TO EXTEND
OUR PARTNERSHIP WITH
THE CITY.

Centerview (227 Municipal Circle)

Application	Timeframe	Description	Price
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	\$257
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	\$257
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)	\$257
4	June - July	Grub Control treatment	\$257
5	July - August	Weed Control (Broadleaf weed and other summer weeds)	\$257
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)	\$257
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds	\$257

TOTAL: \$1,799



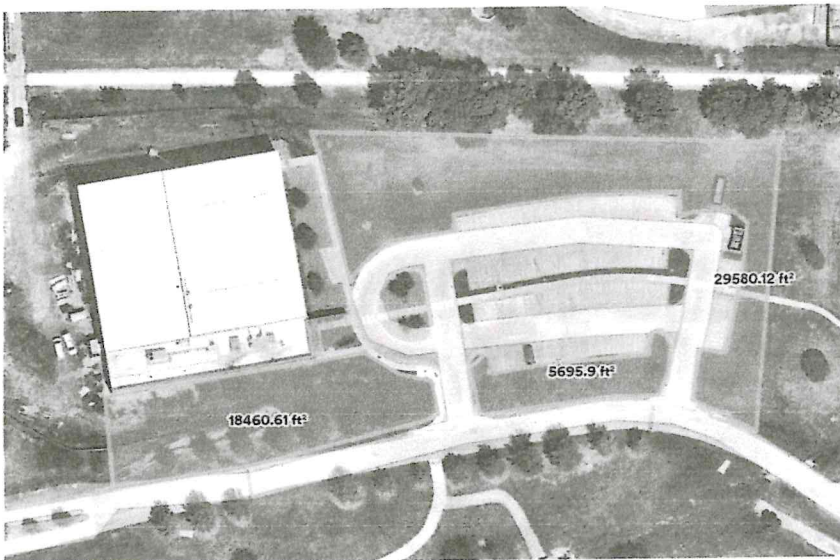
Additional Notes or Explanation

[illegible]

Raymore Activity Center (1011 South Madison)

Application	Timeframe	Description	Price
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	\$ 210
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	\$ 210
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)	\$ 210
4	June - July	Grub Control treatment	\$ 210
5	July - August	Weed Control (Broadleaf weed and other summer weeds)	\$ 210
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)	\$ 210
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds	\$ 210

TOTAL: \$1,470



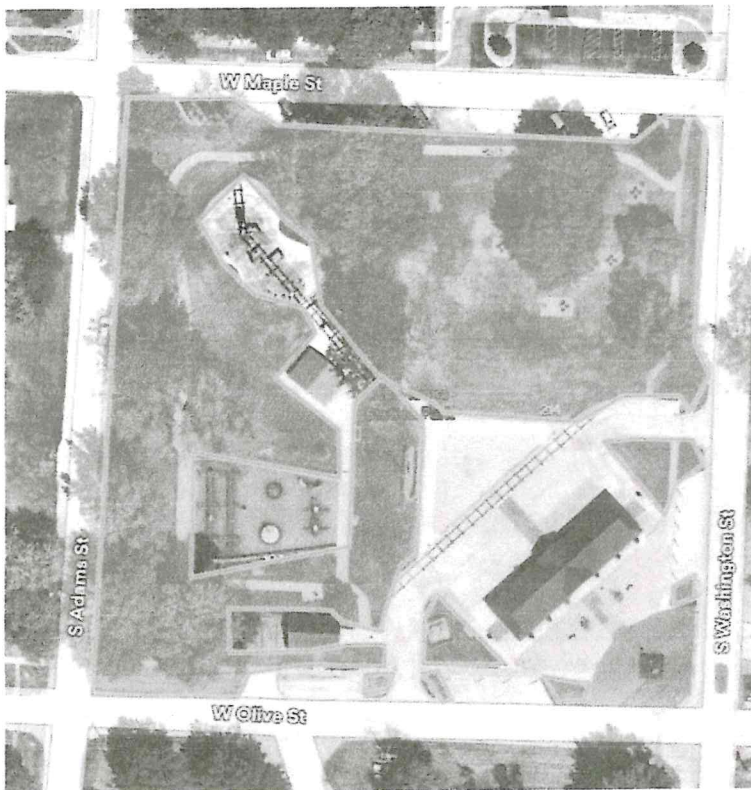
Additional Notes or Explanation

[illegible]

TB Hanna Station (214 South Adams Street) Alternate Bid

Application	Timeframe	Description	Price
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	\$374
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	\$374
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)	\$374
4	June - July	Grub Control treatment	\$374
5	July - August	Weed Control (Broadleaf weed and other summer weeds)	\$374
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)	\$374
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds	\$374

TOTAL: \$2,618



Additional Notes or Explanation

TB Hanna Station does not have irrigation

Emerald Ash Borer Treatment
21 Purple Ash Trees - Municipal Circle

Emerald Ash Borer Treatment

Contractors will use the Arbor Jet Tree Injection system. General Application Instructions:

- Bore holes around the base of the ash tree
- Inject the appropriate amount of insecticide into the tree based on DBH (Diameter at breast height).
- Treatment to be applied every other year on even years. Next Treatment to be applied in 2026.

Insecticide: TREE-äge G4 - Injected insecticide for two-year control of listed insect & mite pests in deciduous and coniferous trees and palms, proven to be very effective against Emerald Ash Borer. The same TREE-äge you've come to trust, now as a General Use Product. Formulated in the USA and backed by more than a decade of University studies and real-world data. Accept no substitutes.

Note - Contractors are responsible for accurate measurements and quantities.

Application	Timeframe	Description	Unit \$\$	Total \$\$
1	Summer 2026	Arbor Jet - TREE-äge G4: Emerald Ash Borer Treatment (21 Trees)	383" @ \$7.50	\$2,872.50

Additional Notes or Explanation

IN 2024 WE TREATED THE ASH TREES AROUND MUNICIPAL CIRCLE. THOSE TREES MEASURED A TOTAL OF 336 INCHES. WE HAVE FOUND THAT ON AVERAGE ASH TREES HAVE GROWN ABOUT 14" IN CIRCUMFERENCE EVERY TWO YEARS. THIS PROPOSAL IS BASED ON THAT ASSUMPTION. ACTUAL BILLING WILL REFLECT ACTUAL GROWTH. WE GIVE THE CITY A DEAL OF \$7.50 PER INCH WHICH IS 25% OFF OUR NORMAL COMMERCIAL RATE.

**BID PROPOSAL FORM E – RFP 25-009
CONTINUED**

**Fertilization Program
Bid Summary**

Company Name BIG GREEN

Location	Year 1 - 2025	Year 2 - 2026	Year 3 - 2027
City Hall	\$ 2156	\$ 2247	\$ 2338
Centerview	\$ 1799	\$ 1876	\$ 1953
RAC	\$ 1470	\$ 1533	\$ 1596
EAB Treatment	-----	\$ 2872.50	-----
Total:	\$ 5,425	\$ 8,528.50	\$ 5887

Total: 3 Facility Locations:

\$ 5,425
In the blank above insert numbers for the sum of the bid for (2025)

Total: EAB Treatment:

\$ 2,872.50
In the blank above insert numbers for the sum of the bid for (2026)

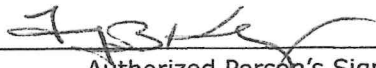
Location	Year 1 - 2025	Year 2 - 2026	Year 3 - 2027
TB Hanna	\$ 374	\$ 389	\$ 405

Alternate Bid:

\$ 2,618
In the blank above insert numbers for the sum of the bid for (2025)

**BID PROPOSAL FORM E – RFP 25-009
CONTINUED**

Company Name BIG GREEN

By 
Authorized Person's Signature

TERRY KENNEDY, OWNER
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Company Address 2721 SE HAMBLED RD

Addendum No. _____

4723 Summit, MO 64082

Addendum No. _____

Addendum No. _____

Phone 816 600 4936

Addendum No. _____

Fax _____

Email TERRY @ BIGGREENKC.COM

Date 3-6-25

LATE BIDS CANNOT BE ACCEPTED!



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 4/14/2025

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks and Recreation

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Parks & Recreation Uniforms (pg 63)

STRATEGIC PLAN GOAL / STRATEGY

Goal 1.1: Develop a compelling community identity and brand.

FINANCIAL IMPACT

Award To:	Dunn Right LLC, The Liddle Sport Shop
Amount of Request/Contract:	Guaranteed Pricing for various uniform pieces
Amount Budgeted:	
Funding Source/Account:	Park Fund 25

PROJECT TIMELINE

Estimated Start Date
5/1/2025

Estimated End Date
4/30/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks & Recreation Board
Date:	March 25, 2025
Action/Vote:	Approved, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3955
2. Contract
3. Liddle Sports Proposal

BACKGROUND / JUSTIFICATION

In January, the Parks and Recreation Department requested proposals for the uniform services associated with department sports, leagues, programs and staff uniforms. This

contract guarantees pricing for a myriad of uniform needs throughout the recreation programs/leagues as well as basic staff shirts. The current contract expires at the end of April 2025. Staff received three responsive proposals meeting all requested criteria. The three bidders were Liddle Sport Shop, Monkey Printing and Challenger Sports. Using a basket of goods comparison of each bid, the Liddle Sport Shop of Lee's Summit is found to be the lowest, best, most responsive bid.

This contract is for one year with the option to renew for two additional one-year terms.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DUNN RIGHT LLC, THE LIDDLE SPORT SHOP TO PROVIDE UNIFORM SHIRTS AND ACCESSORIES FOR PARKS AND RECREATION PROGRAMS AND STAFF."

WHEREAS, the City publicly advertised and bid for screen-printing and embroidery services at guaranteed pricing for parks and recreation leagues, programs and staff uniforms; and,

WHEREAS, staff reviewed the proposals submitted and found that Dunn Right LLC, The Liddle Sport Shop was the best, lowest and most responsive proposal submitted.

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

Section 1. The City Manager is hereby directed to enter into a guaranteed pricing contract with Dunn Right LLC, The Liddle Sport Shop to provide Parks and Recreation uniform shirts and accessories for leagues, programs and staff.

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF APRIL, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 28TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES
PARKS AND RECREATION UNIFORM CONTRACT

Agreement made this 28th day of April, 2025, between Dunn Right LLC, The Liddle Sport Shop, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 100 NE Tudor Road, Suite 111, Lees Summit, MO 64082, 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 28th day of April, 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 25-004 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, 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 insurance and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform screen printing and embroidery services as prescribed in the RFP document. This contract is for services provided in a one year period beginning May 1, 2025 and ending April 30, 2026. This term shall automatically renew 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 invoices 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.

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

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.

The insurance company providing such coverage shall be satisfactory to the City.

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 workers 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 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 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 shall designate a representative 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 delay or cancellation of performance and execute this agreement in writing.

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

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

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 sub-contractors 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 sub-contractors 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.

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 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

1.0- GENERAL:

The successful Contractor will provide all materials, equipment, staffing, and supplies necessary to perform screen printing and embroidery services, including the t-shirts and sweatshirts (or other wearables as requested) to be delivered, for the prices quoted in response to this request for proposals. Prices quoted by the contractor shall remain in effect through the contract period, regardless of changes in prices affecting the contractor. The City will award a single contract for all items. Not included for the purposes of this contract: contracted laundry items, non-embazoned workwear, footwear, hand protection or other PPE unless specifically requested.

The City shall supply the City logo, Parks and Recreation logo, Public Works logo, and any other pertinent artwork to the contractor. Information regarding the format of the artwork and logos is included in the request for proposals bid sheet and must be completed in order for the proposal to be considered responsive.

Orders larger than 250 pieces are expected to have a maximum two-week turnaround time from delivery of artwork to the contractor. Sizes will be provided by the City as quickly as they are available. Smaller orders are expected to have a maximum turn around time of five (5) business days. Screen and embroidery work is expected to be of the highest quality. The successful contractor will be given sponsor artwork which will be expected to be screened exactly on the uniforms. Often this artwork is delivered to the City in PDF or jpeg format. Light color screens on dark color t-shirts are expected to be double hit to ensure a high quality result. The City reserves the right for final approval of all artwork prior to screen printing on team uniforms and City approval is required for sponsor logos.

T-shirt material is also expected to be of the highest quality. Samples of the materials to be used shall be approved by staff before screen printing begins. To keep the level of quality high, pre-shrunk 100% cotton shall be used, unless stated otherwise, when screen printing or embroidering shirts.

The table below represents the approximate quantity of t-shirts and sweatshirts purchased in 2023-2024 in an effort to assist bidders in proposing unit costs in response to this 2025 fiscal year request. Quantities shown are meant to represent typical ordering quantities and not specifications for orders to be placed. At the time articles are required, the City will finalize specifications and quantities for purchase, within the City's budgetary restrictions. Additional quantities may be ordered. Staff uniforms are screened or embroidered with one-color logos.

Category	Clothing Article	Specifications (one-color screen print unless specified below)	Size Range	Quantity
<i>Staff Uniforms – Parks</i>	Long sleeve t-shirts with pocket	Color – ash gray or heather Heavy weight (>5 oz.), pre-shrunk 100% cotton Pocket on left chest P&R logo on right chest	Adult M, L, XL, XXL, XXXL	30
	Short sleeve t-shirts with pocket	Color – ash gray or heather, Pocket T Heavyweight (>5 oz.), pre-shrunk P&R logo - right chest	Adult M, L, XL, XXL, XXXL	40
	Hooded, zip-up sweatshirts	Color – ash gray or heather, heavyweight (>9 oz.), metal zipper, P&R logo embroidered on left chest	Adult L, XL, XXL, XXXL	15
	Hooded Pull-over sweatshirts	All Colors, heavyweight (>9 oz.), P&R logo embroidered/screen print on left chest	Adult M, L, XL, XXL, XXXL	30
	Baseball Caps	100% Cotton twill, adjustable, mesh sides and back trucker hat, P&R logo embroidered, color varies	One size fits all	20
	Baseball Caps	Richardson 112 - 6 panel, mid-pro, snapback, adjustable. all colors	Adjustable One Size fits all	40
	Special Event	Color – varies Heavy weight (>5 oz.), pre-shrunk 100% cotton Park logo on right chest "STAFF" on back	Adult M, L, XL, XXL, XXXL	30
<i>Recreation/ Concessions Staff</i>	Short Sleeve t-shirts	Color – varies Heavy weight (>5 oz.), pre-shrunk 100% cotton Park logo on right chest "STAFF" on back	Adult S, M, L, XL, XXL	80
	Polo's	Color – varies pre-shrunk 50/50 blend cotton/polyester Park logo on left chest	Adult S, M, L, XL, XXL	30
<i>Youth Coach Shirts</i>	Coaches' t-shirts	Short sleeve dry fit, Logo on right front chest "Coach" on back Color to match team	Adult S, M, L, XL, XXL, XXXL	530

<i>Youth Baseball League Uniforms</i>	Boys' Jerseys	Short-sleeve dry fit Logos and colors to match team sponsors 6" Numbers on back	Youth S, M, L, XL Adult S, M, L, XL	395
	Girls' Jerseys	Sleeveless dry fit Logos and colors to match team sponsors 6" Numbers on back	Youth S, M, L, XL Adult S, M, L, XL	220
	T-ball shirts	Short sleeve, moisture wicking, logos and colors to match team sponsors 6" numbers on back	Youth XS, S, and M	150
	Baseball Caps	Embroidered league logo, 5-panel cotton twill, adjustable, plastic snap enclosure	Youth (6-12 year olds) Adult (13 yrs and up)	400
	Visors	Embroidered league logo, cotton twill, 2 1/4" crown, adjustable, Velcro closure	One size	240
<i>Special Events</i>	Short Sleeve t-shirts <i>2 Color Logo</i>	Color – varies Heavy weight (>5 oz.), pre-shrunk 100% cotton Logo varies per program	Adult S, M, L, XL, XXL	1000
<i>Program Shirts</i>	Short sleeve t-shirts <i>1 Color Logo</i>	Color – varies Heavy weight (>5 oz.), pre-shrunk 100% cotton Logo varies per program	Adult S, M, L, XL, XXL	400
<i>Volleyball League Uniforms (2 seasons)</i>	Player Jerseys	Moisture wicking v-neck sleeveless t-shirts Color – varies League artwork screened on front (1-color)	Youth S, M, L, XL Adult S, M, L, XL	325
<i>Soccer League Uniforms (2 Seasons)</i>	Player Jerseys	Moisture wicking t-shirts Color – varies League artwork screened on front (1-color) 6" numbers on back	Youth S, M, L, XL Adult S, M, L, XL	700
<i>Flag Football League Uniforms (2 Seasons)</i>	Player Jerseys	Short-sleeve dry fit Logos and colors to match team sponsors 6" Numbers on back	Youth S, M, L, XL Adult S, M, L, XL	480
<i>Summer Camp</i>	Camper shirts	Short sleeve t-shirts, 50/50 blend, logo of camp imprinted Color – varies	Youth XS, S, M, L, Adult S, M	150

<i>Basketball League</i>	Player Jerseys	100% poly rib neck trim with contrast fabric inset. Sleeveless finished armhole Color – varies Logo Screened on Front Number screened on Back	Youth XS, S, M, L, Adult S, M, L, XL	500
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2. ADDITIONAL BIDDING INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 25-004

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 Parks and Recreation Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks and Recreation Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Award of this contract is anticipated prior to the end of April 2025, with the initial term beginning May 1, 2025 and ending April 30, 2026. This term shall automatically renew 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.

Insurance requirements are minimums required for a City Occupational License. General Liability \$300,000 and workers compensation if required by State statute.

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.

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. 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 Parks and Recreation Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. No Escalation of Fees

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

O. 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.

P. 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.

Q. 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.

R. 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 25-004

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) John Dunn having authority to act on behalf of (Company name) Dunn Right LLC do hereby acknowledge that (Company name) Dunn Right LLC 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.

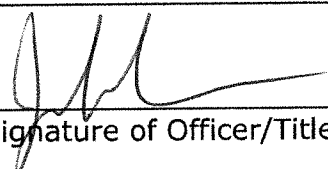
FIRM NAME: Dunn Right LLC dba Little Sports + Apparel

ADDRESS: 100 NE Tudor Road Suite 111
Street

ADDRESS: Lees Summit Mo 64086
City State Zip

PHONE: 816 944 4111

E-MAIL: john @ little sports.com

DATE: 3/4/25
(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 25-004

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

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

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

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

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in 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 25-004

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	Meyer Music
ADDRESS	1512 SW Hwy 40 Blue Springs MO 64015
CONTACT PERSON	Tom Meyer
CONTACT EMAIL	tom.meyer@meyermusic.com
TELEPHONE NUMBER	816 228 5656
PROJECT, AMOUNT AND DATE COMPLETED	Ongoing tshirts, poles, coats, etc. 100,000 / yr

COMPANY NAME	Lees Summit School District
ADDRESS	301 NE Tudor Road Lees Summit MO 64086
CONTACT PERSON	VARIOUS / multiple
CONTACT EMAIL	
TELEPHONE NUMBER	816-986-1000
PROJECT, AMOUNT AND DATE COMPLETED	Ongoing - uniforms, equipment, shirts, etc for most of the HS, MS, ES in the district ~ 200,000 / yr +

P&R Uniforms

25-004

Page 27 of 34

COMPANY NAME	Hickman Mills School District
ADDRESS	5401 E 103 rd St. KCMO 64137
CONTACT PERSON	Chris Barker
CONTACT EMAIL	christopher.barker@hickmanmills.org
TELEPHONE NUMBER	816 - 316 7325
PROJECT, AMOUNT AND DATE COMPLETED	ongoing - uniforms, equipment, shorts, etc. \$50,000 +

COMPANY NAME	MAC N SEITZ
ADDRESS	13705 Holars Road Kemo 64145
CONTACT PERSON	DAWNY LAKE
CONTACT EMAIL	d.lake@macnseitz.com
TELEPHONE NUMBER	816 554 0354
PROJECT, AMOUNT AND DATE COMPLETED	ongoing , uniforms, equipment, spirit wear, etc \$ 200,000 +

COMPANY NAME	Raymore Parks & Rec
ADDRESS	100 Municipal Circle Raymore MO 64083
CONTACT PERSON	Nick Cook
CONTACT EMAIL	ncook@raymore.com
TELEPHONE NUMBER	816 - 322 - 2791
PROJECT, AMOUNT AND DATE COMPLETED	ongoing uniforms, equipment, shorts etc. \$ 60,000 +

State the number of Years in Business: 56

State the current number of personnel on staff: 14

PROPOSAL FORM D
RFP 25-004

Proposal of _____, organized and
(Company Name)
existing under the law of the State of _____, doing business
as _____ (*)

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. 25-004 – Parks and Recreation Uniforms.

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. 25-004

Parks and Recreation Uniforms

BID SHEET

1. Comments/Amendments to Scope of Services:

2. Cost for Screen Print/Embroidery Artwork Preparation Services:

Artwork Format(s) required

AI, EPS, PDF preferred by any work

Charge to convert artwork to format required

\$ 0

3. Delivery Charges:

Charge to Deliver completed orders to 227 Municipal Circle, Raymore.

\$ 0

4. Other Standard Charges per Order:

Please list set-up charges (or other charges) per order. Use a separate page if necessary.

N/A

5. Standard catalog discount for any items ordered that are not priced in the chart below.

Please list any discount percentage you offer on items not specified here:

Normally 25 %

6. Approximate days from receipt of order to delivery to 227 Municipal Circle, Raymore.

10 - 15 Business days

7. Guaranteed Clothing Article Pricing (per single unit)

Category	Clothing Article	Brand Name/Style Other information	Price/unit for standard sizes S,M,L, XL	Price/unit for adult XXL/XXXL
Staff Uniforms - Parks	Long sleeve t-shirts with pocket	Port & Company PC616SP	11 ¹⁴	13 ¹⁴ / 14 ¹⁴
	Short sleeve t-shirts with pocket	Port & Company PC61P	9 ³⁸	10 ³⁸ / 11 ³⁸
	Hooded, zip-up sweatshirts	Port & Company PC78ZH	23 ⁵⁴	24 ⁵⁴ / 25 ⁵⁴
	Hooded, pull-over sweatshirts	Port & Company PC78H	14 ⁴⁰	15 ⁴⁰ / 16 ⁴⁰
	Baseball Caps - cotton twill	Port & Company CP80	8 ⁵⁰	-
	Baseball Caps - Richardson 112	Richardson 112	12 ⁶⁷	-
	Special Event - Staff	PC 54	6 ⁸⁵	8 ⁸⁵ / 8 ⁸⁵
Recreation/ Concessions Staff	Short sleeve t-shirts - Staff	PC 54	6 ⁸⁵	8 ⁸⁵ / 8 ⁸⁵
	Polo's	Jerzees 437M	14 ²¹	15 ²¹ / 16 ²¹
Youth Coach Shirts	Coaches' t-shirts	BST 99 Ampo	7 ⁹⁸	8 ⁹⁸ / 8 ⁹⁸
Youth Baseball League Uniforms	Boys' jerseys	BST 99 Ampo	8 ⁹⁸	9 ⁹⁸ / 9 ⁹⁸
	Girls' jerseys	BST 21 Ampo	10 ⁴⁸	11 ⁴⁸ / 11 ⁴⁸
	T-ball shirts	BST 99 Ampo	8 ⁹⁸	9 ⁹⁸ / 9 ⁹⁸

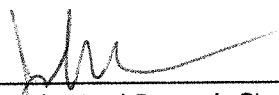
	Baseball Caps	put + caping CP80	800	—
	Visors	put + caping CP45	875	—
Special Events	Short sleeve t-shirts (2-color logo)	pc54 put + caping	588	688/788
Program shirts	Short sleeve t-shirts (1-color logo)	pc54 put + caping	588	688/788
Volleyball League Uniforms (2 seasons)	Player Jerseys	Chpro BST 21	1048	1148/1148
Soccer League Uniforms (2 seasons)	Player Jerseys	Chpro BST99	898	998/998
Flag Football Uniforms (2 Seasons)	Player Jerseys	Chpro BST99	898	998/998
Summer Camp	Camper Shirts	put + caping PC 55	588	688/788
Basketball League	Player Jerseys	Chpro BST32	1590	1690/1790

PROPOSAL FORM E - CONTINUED
25-004

A. Other Information

- Are you the shirt supplier for any other organization(s)? If so, please name the organization(s).
Yes, we supply shirts, uniforms and equipment throughout an Approximate 200 mile radius. we have multiple traveling sales people.
- Explain in detail your firm's warranty on its services.
If it's not correct we fix it.

Company Name Dunn Right LLC dba Little Sport & Apparel

By 
Authorized Person's Signature

John Dunn owner
Print or type name and title of signer

Company Address 100 NE Tudor Road
Suite 111
Lees Summit Mo 64086

Phone 816 944 4111

Fax _____

Email john@littlesport.com

Date 3/2/25

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

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 John Dunn, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: John Dunn

Company: Dunn Right LLC

Address: 100 NE Tudor Road Suite 111 Lees Summit Mo 64086

- 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 #25-004.
- 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.

Dunn Right LLC

Company Name

[Signature]

Signature

Name: John Dunn

Title: owner

STATE OF Missouri COUNTY OF Jackson

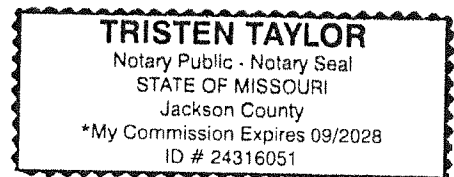
Subscribed and sworn to before me this 3rd day of March, 2025.

Notary Public: [Signature]

My Commission Expires: 09/2028 Commission # 24316051

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: 4/14/2025

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks and Recreation

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract for Design - Hawk Ridge Plaza/Parkside Dog Park (pg 95)

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.2: Create a physical environment that inspires a sense of pride in public spaces

FINANCIAL IMPACT

Award To:	Cook, Flatt & Strobel (CFS) Engineers
Amount of Request/Contract:	\$137,930
Amount Budgeted:	\$880,000
Funding Source/Account:	Parks Sales Tax Fund 47

PROJECT TIMELINE

Estimated Start Date
5/1/2025

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	March 25, 2025
Action/Vote:	Approved, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3956
2. Contract
3. CFS Proposal

BACKGROUND / JUSTIFICATION

Staff issued a Request for Qualifications for design services for Hawk Ridge Park Plaza and the Parkside Dog Park. Both projects were included in the FY25 capital improvement plan.

The Hawk Ridge Park Plaza was originally proposed in the Hawk Ridge Park Master Plan and will provide a venue for community events, private rental and become the entrance to the park. The Parkside Dogpark is included as part of the design as these projects are located approximately 0.5 miles apart and connect by a future roadside trail along the Sunset Lane extension to 163rd Street. With the Sunset Lane extension project and the Hawk Ridge Park parking lot project underway, it is important to continue with the completion of these projects and minimize the long-term construction in that area. The following firms submitted a response:

CFS - Cook, Flatt & Strobel Engineering
BHC - Brungardt Honomichl & Company

Hawk Ridge Park: Budget: \$530,000
 Design: \$ 97,480

Parkside Dog Park: Budget: \$350,000
 Design: \$ 40,450

The Park Board reviewed the statement of qualifications submitted during a work session on February 25 and selected the proposal from CFS as the best option for the design of these projects.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CFS ENGINEERS TO PROVIDE DESIGN SERVICES FOR THE HAWK RIDGE PARK PLAZA AND THE PARKSIDE DOG PARK."

WHEREAS, the Hawk Ridge Park Plaza and the Parkside Dog Park project were included in the 2025 Capital Improvement Program; and,

WHEREAS, the staff publicly advertised for the Hawk Ridge Park Plaza and the Parkside Dog Park project; and,

WHEREAS, staff reviewed the proposals submitted and found that the proposal from Cook, Flatt & Strobel Engineers was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract in the amount of \$97,480 for the Hawk Ridge Park Plaza design and \$40,450 for the Parkside Dog Park design with Cook, Flatt & Strobel Engineers.

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF APRIL, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 28TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Hawk Ridge Park Plaza/Parkside Dog Park Design

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 28th day of April, 2025, between Cook, Flatt & Strobel Engineers, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1421 E 104th Street, Suite 100, Kansas City, MO 64131, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of the 28th day of April, 2025, and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQ #25-373-302/25-456-301 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor,

materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 25-373-302/25-456-301 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, _____ which is "not to exceed" _____ dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of the Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

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

ARTICLE VI RESPONSIBILITIES

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

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

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

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

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

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

ARTICLE IX WARRANTY

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

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City

fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI
ENTIRE AGREEMENT

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

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

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

(CONSULTANT'S NAME)

By: _____

Title: _____

Attest: _____

DESIGN SERVICES

Hawk Ridge Park Plaza and Parkside Dog Park

OPPORTUNITY

The City of Raymore is seeking a qualified consultant to plan, design, prepare construction documents with general construction management for two projects:

- A) Hawk Ridge Park Plaza
- B) Parkside Dog Park

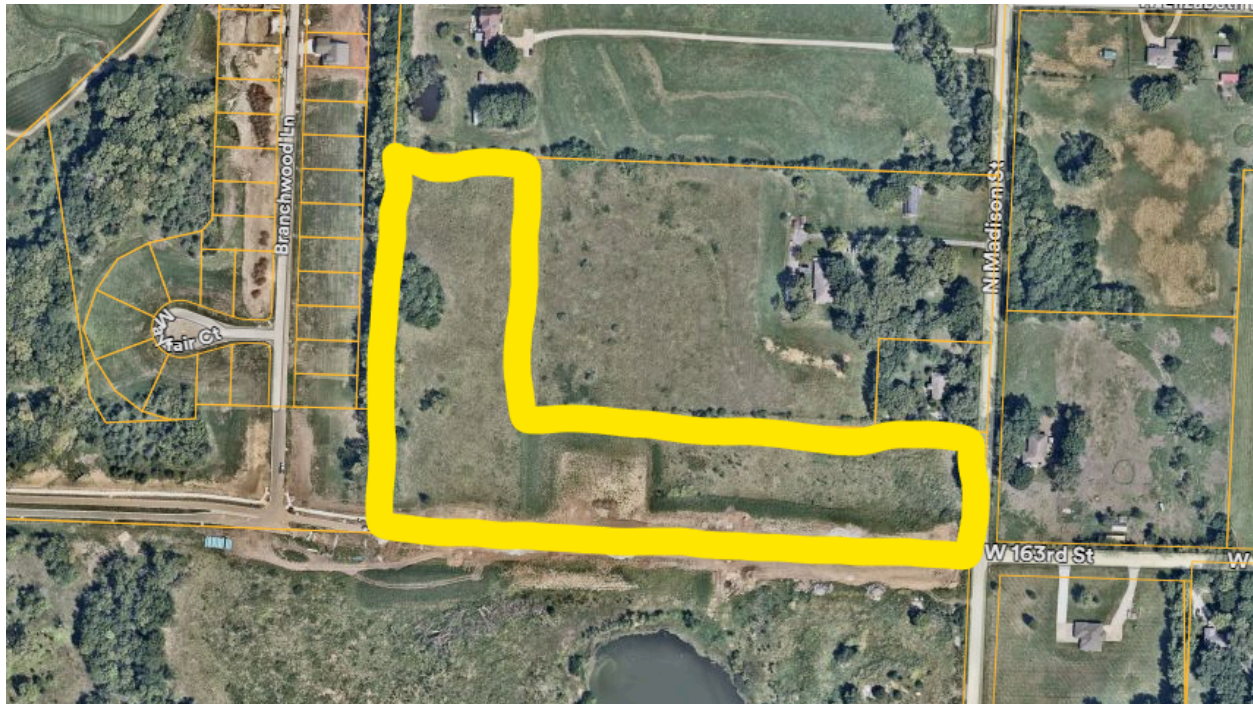
HAWK RIDGE PARK - EXISTING CONDITION

As the extension of Sunset Lane and a new parking lot on the east border of Hawk Ridge Park is finished, the City would like to add a plaza area next to the parking lot. The plaza should include a pavilion, welcome area and digital video marque sign utilizing conceptual plans previously acquired by the City.



PARKSIDE DOG PARK - EXISTING CONDITION

At the intersection of 163rd street and N. Madison Street, the City owns a 10 acre tract of land designated for a future dog park. The property is undeveloped with a cut-out access drive along 163rd St.



ANTICIPATED SCOPE OF SERVICES

The firm selected will be responsible for providing all consultant services including but not limited to architectural, civil, soils, site development and mechanical (HVAC, Electrical, and Plumbing) as necessary to properly design both projects for permitting and construction bidding.

The consultant will be expected to meet with the staff throughout the design process and assist with defining specific functions for the new facility as a part of the design process for both projects.

Upon selection of a qualified consultant, each project will be separated and billed independently based on budgetary accounting.

CRITERIA FOR SELECTION

The selected firm will demonstrate a proven ability to offer realistic and practical solutions for municipal park facilities. Each submittal will be evaluated and a shortlist established using the following criteria:

- Experience with development in municipal settings.
- History of similar projects completed between 2019 - 2024

- Resumes of key staff; experience with similar projects; successful teamwork on complex projects;
- Experience working effectively with client groups to design and plan similar facilities.
- Evidence of competent design, work plan, attractive and functional work places, and public spaces.

Appendix B

General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of March/April 2025, with final design and bid specifications completed within 90 days.

C. *Insurance*

The Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

During the performance of a contract, the Consultant shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Consultant shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Consultant at the Consultant's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

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

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. Release of Information

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

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

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

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

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

QUALIFICATION FORM D

QUOTE FORM D

Fee

Cost, complete to provide professional services as outlined for Hawk Ridge Park Plaza Design #25-373-302.

Total Cost: \$ 97,480

Fee

Cost, complete to provide professional services as outlined for Parkside Dog Park Design #25-456-301.

Total Cost: \$ 40,450

Cook, Flatt & Strobel Engineers

COMPANY NAME

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

Form D - Quote
RFQu: 25-373-302/25-456-301
Hawk Ridge Park Plaza/Parkside Dog Park
Firm Name



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 4/14/2025

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Easement Vacation - 1001 Bridgeshire Drive (pg 113)

STRATEGIC PLAN GOAL / STRATEGY

3.2.4 Provide quality diverse housing options that meet the needs of the community

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3962
2. Plot Plan/Easement Exhibit
3. Staff Report

BACKGROUND / JUSTIFICATION

Shawn and Kristi Heggen, owners of the newly built home at 1001 Bridgeshire Drive are requesting a partial vacation of an existing 25' rear-yard utility easement. The requested vacation would allow for a permit to be issued for the construction of an in-ground swimming pool.

Staff has contacted all utility providers likely to have facilities located in the easement. No objections were received, and the partial vacation would allow for 7.5' to remain, which is a standard dimension for a utility easement.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 103 IN EDGEWATER AT CREEKMOOR 4TH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

Lot 103 in Edgewater at Creekmoor 4th Plat

The common address of the property is 1001 Bridgeshire Drive

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF APRIL, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 28TH DAY OF APRIL, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

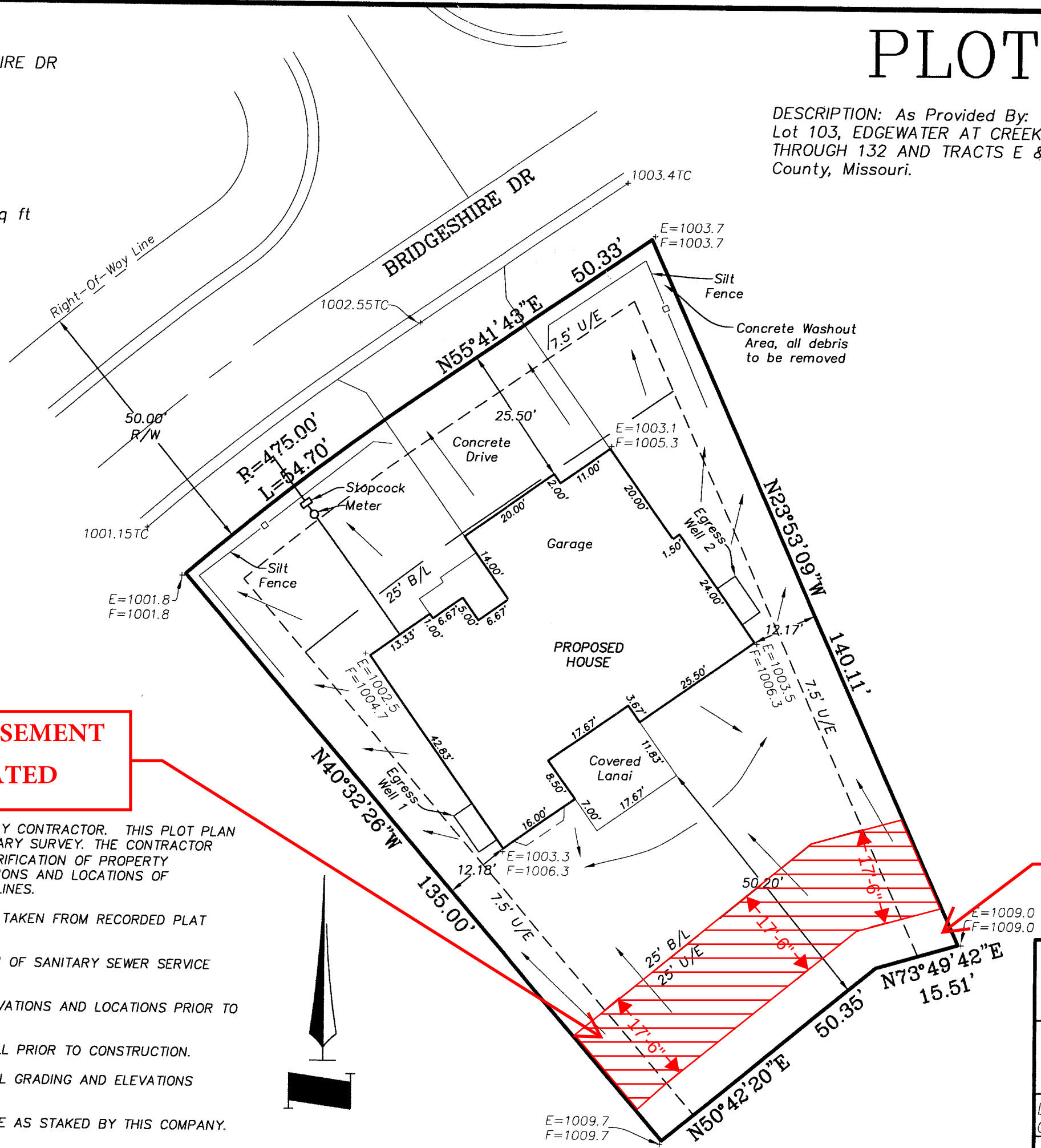
Kristofer P. Turnbow, Mayor

Date of Signature

PLOT PLAN

PROPERTY ADDRESS: 1001 BRIDGESHIRE DR
 MBE PER PLAT= N/A
 MLO PER PLAT= N/A
 GARAGE FLOOR= 1005.3
 TOP FOUNDATION= 1006.0
 BASEMENT FLOOR= 997.3
 TOP OF FOOTING= 997.0
 LOT SQUARE FOOTAGE=11,494 sq ft
 SQUARE FOOTAGE OF BLDG.=2,419 sq ft
 9' BASEMENT

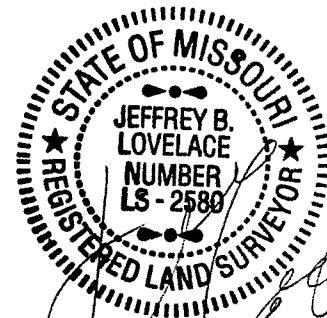
DESCRIPTION: As Provided By: CLIENT
 Lot 103, EDGEWATER AT CREEKMORE-FOURTH PLAT LOTS 97
 THROUGH 132 AND TRACTS E & F, a subdivision in Raymore, Cass
 County, Missouri.



**AREA OF EASEMENT
TO BE VACATED**

NOTES:

1. LEGAL DESCRIPTION OF PROPERTY PROVIDED BY CONTRACTOR. THIS PLOT PLAN DOES NOT CONSTITUTE OR REPRESENT A BOUNDARY SURVEY. THE CONTRACTOR AND/OR OWNER SHALL BE RESPONSIBLE FOR VERIFICATION OF PROPERTY BOUNDARY, PROPERTY CORNERS, DEED DESCRIPTIONS AND LOCATIONS OF PROPOSED HOUSE WITH RESPECT TO PROPERTY LINES.
2. EASEMENTS, BUILDING LINES AND SET-BACKS TAKEN FROM RECORDED PLAT ONLY.
3. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF SANITARY SEWER SERVICE PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO VERIFY ALL DIMENSIONS, ELEVATIONS AND LOCATIONS PRIOR TO CONSTRUCTION.
5. CONTRACTOR TO VERIFY CONDITION OF ALL FILL PRIOR TO CONSTRUCTION.
6. GRADES ARE SUGGESTED GRADES ONLY. FINAL GRADING AND ELEVATIONS SHALL BE CONTRACTORS RESPONSIBILITY.
7. THIS IS A REPRESENTATION OF THE STRUCTURE AS STAKED BY THIS COMPANY.



6-6-24

*BUILDER TO CONSTRUCT STABILIZED
CONSTRUCTION ENTRANCE FROM
CURB TO FRONT OF GARAGE.*

**7'-6" OF EASEMENT
TO REMAIN**

Ordered By:
SIGNATURE BUILDERS KC, LLC
 2951 NE Douglas ST, Suite R
 Lee's Summit, Mo. 64064

LOVELACE & ASSOCIATES, LLC
 LAND SURVEYING AND PLANNING SERVICES
 929 SE 3RD ST / P.O. BOX 68
 Lee's Summit, MO. 64063/816-347-9997

Drawn by: B. Harkin
 Checked by: J. Lovelace

SCALE: 1" = 20'

DATE: 06/06/2024

JOB No. 24088 Page 1 of 194

1001 BRIDGESHIRE DRIVE EASEMENT VACATION

APPLICANT - RAMON VAZQUEZ | AQUA BLUE POOLS

Property Owner: Shawn Heggen

Engineering/Arch. Firm N/A

PROJECT LOCATION	REQUESTED ACTION
------------------	------------------

1001 Bridgeshire Drive	Utility Easement Vacation
------------------------	---------------------------

Edgewater at Creekmoor	4th Plat Lot 103
------------------------	------------------

PROJECT NARRATIVE

A Planning Application was filed requesting a vacation of a 25-ft. general utility easement along the west property line of the residential lot described above. The applicant desires to have a pool installed in the rear yard of the lot.



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"PUD" Planned Unit Development

SURROUNDING ZONING & LAND USE

North: "PUD" Planned Unit Development

South: "PUD" Planned Unit Development

East: "PUD" Planned Unit Development

West: "PUD" Planned Unit Development

TOTAL TRACT SIZE	NUMBER OF LOTS
------------------	----------------

.26 +/- acres	1
---------------	---



INFORMATIONAL NOTICES OR MEETINGS -

NOTICE	DATE
Written Notice to Utility Providers	• March 25, 2025

PAST PLANNING ACTIONS -

1. The Edgewater at Creekmoor Fourth Plat was approved by the City of Raymore on September 8, 2014.
2. The subject property received Certificate of Occupancy on June 24, 2024.

STAFF COMMENTS -

1. All of the lots along Bridgeshire Drive have a twenty-five foot wide rear yard utility easement.
2. Public utilities are located in the front yard easement.
3. Staff notified all utility companies that may have facilities in the easement, and no objections were received.
4. Xfinity and AT&T have utilities within what will become the 7.5-ft utility easement.
5. The reduction in easement area from 25-ft in width to 7.5-ft will allow the applicant to install a pool in the rear yard. Furthermore, the 7.5-ft easement is a standard dimension for most utilities in residential subdivisions.

FINDINGS OF FACT -

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

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

There were no objects from utility providers of this request.

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

Yes, utility companies potentially having facilities within the easement were notified of the request on March 25, 2025. No objections were received.

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

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

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

All criteria have been met.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
City Council	Review	04/14/2025
City Council	Approval/Denial	04/28/2025

STAFF RECOMMENDATIONS -

City Staff recommends the City Council accept the proposed findings of fact and approve Case #25011 Easement Vacation at 1001 Bridgeshire Drive. The recommendation is subject to the following conditions:

- To vacate 17.5' of the existing 25' Utility Easement located in the rear yard of Lot 103 of Edgewater at Creekmoor 4th Plat.
- The City shall prepare a document describing and depicting the easement vacation which shall be recorded by the applicant with the Cass County Recorder of Deeds, with reference to the book and page number of the affected platted properties.

PROJECT ATTACHMENTS -

1. Easement Exhibit - Plot Plan/Plat



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 4/28/2025

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - City Prosecutor - William N. Marshall III (pg 122)

STRATEGIC PLAN GOAL / STRATEGY

Goal 4.3.3 Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
2/1/2025

Estimated End Date
1/31/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3959
2. 2025 Contract City Prosecutor

BACKGROUND / JUSTIFICATION

The City Charter provides for the appointment of a City Prosecutor. William N Marshall III has been serving as the City Prosecutor for several contract terms. In late 2023/early 2024, the Council requested that a Request for Qualifications be issued and the process undertaken to review potential candidates as a matter of constant review, and to maintain

the high quality of service for the position. Mr. Marshall was the only applicant to submit for the position during the most recent Request for Qualifications process.

The Council reviewed Mr. Marshall's service and expressed their desire to have a formal contract brought before them for the re-appointment of Mr. Marshall as City Prosecutor for a one-year term from February 1, 2024 through January 31, 2025. Staff recommends renewal and extension of the contract for an additional one-year term effective through January 31, 2026.

Rates for services will remain the same as the 2024-2025 term with payment of \$2,250.00 per month, plus \$150.00/hour for circuit court trials and \$200.00/hour for appellate court trials. Staff recommends the contract terms be changed to remove the requirement for a review conference with the City Manager after six months and a potential review conference with the City Council thereafter. In its place, Mr. Marshall has agreed to provide a report in January 2026 providing metrics for all pleas, trial outcomes, total cases, and cases where defendants failed to appear.

Bill 3959 and the corresponding contract for professional services is presented to the Council accordingly.

BILL 3959

ORDINANCE

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RAYMORE APPOINTING WILLIAM N. MARSHALL III AS THE CITY PROSECUTOR FOR THE CITY OF RAYMORE, MISSOURI, AND AUTHORIZING THE EXECUTION OF THE EXTENDED AND AMENDED CONTRACT FOR SERVICES."

WHEREAS, Section 3.10(b) of the City Charter provides that the City shall have one (1) or more Prosecuting Attorneys appointed by the Mayor with the advice and consent of six (6) out of eight (8) members of the entire Council; and,

WHEREAS, the current term of the City Prosecutor expired January 31, 2025; and,

WHEREAS, the Mayor and Council have expressed their desire to continue to use William N. Marshall III as the City Prosecutor under an Amended and Extended Contract for Professional Services, identified hereinafter as the "Agreement."

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

Section 1. The Agreement is hereby approved and the authorized representative of the City is hereby directed to enter into the Agreement with William N. Marshall III, a copy of which Agreement is attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The Mayor shall be the authorized representative of the City herein for all instruments identified in Section 4.4(e) of the Charter.

Section 3. The City Manager and the City Clerk are hereby directed and authorized to execute the Agreement for, and on behalf of, the City of Raymore.

Section 4. The Mayor, the City Clerk and the City Manager are hereby directed and authorized to take the necessary steps under the Agreement to implement its terms.

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF APRIL, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 12TH DAY OF MAY, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

**AMENDED AND EXTENDED
CONTRACT FOR PROFESSIONAL SERVICES
CITY PROSECUTOR**

This Amended and Extended Contract for Professional Services - City Prosecutor ("Contract") made this _____, 2025 by and between William N. Marshall III, whose principal office is located at 11953 Pennsylvania, Kansas City, Missouri, 64145, hereafter referred to as the **Prosecutor/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, hereafter referred to as the **City**. The Prosecutor/Firm and the City are sometimes referred to herein collectively as the "Parties".

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 1, 2025 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I
THE WORK**

Prosecutor/Firm agrees to perform all work and provide all deliverables as specified in 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 all agreements and terms included within this Contract set forth herein. Prosecutor/Firm agrees to provide professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth. 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 Mayor's signature on this Contract. The City desires to enter into this Contract for a term of one (1) year commencing February 1, 2025.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Prosecutor/Firm **\$2,250.00** per month for prosecutor services rendered including those identified herein, as well as within the Appendix A and Appendix B. In addition to the per month payment provided above, City agrees to pay Prosecutor/Firm for all jury trials or appeals to the Circuit Court of Cass County, Missouri at a rate of **\$150.00** per hour to be billed in six (6) minute increments and **\$200.00** per hour in six (6) minute increments for all appeals to the Western District Court of Appeals..

ARTICLE IV CONTRACT PAYMENT

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

The Prosecutor/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 Prosecutor/Firm's work. The City will be the sole judge as to the sufficiency of the work performed.

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 Prosecutor/Firm may rely.

The Prosecutor/Firm's responsibilities and obligations under this Contract are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Prosecutor/Firm), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Prosecutor/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 Contract. The City and the Prosecutor/Firm shall agree upon such delay or cancellation of performance and execute any alteration or agreement regarding the delayed or canceled performance in writing.

Prosecutor/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.

Prosecutor/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.

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

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

ARTICLE VII ARBITRATION

Except as to termination without cause pursuant to Article VI above, in the event of a dispute in compliance with the respective obligations under the terms and conditions of this Contract and the compliance of the Parties to the same, the Prosecutor/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 Prosecutor/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.

ARTICLE IX
ENTIRE AGREEMENT

The parties agree that this Contract and the attached Appendix A and Appendix B constitutes the entire agreement between the Parties and there are no further items or provisions, either oral or otherwise. Prosecutor/Firm agrees that it has not relied upon any representations of Prosecutor/Firm 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 Contract at the City the day and year first above written.

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Kristofer P. Turnbow, Mayor

Attest: _____
Erica Hill, City Clerk

WILLIAM N. MARSHALL, III

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

The successful firm or individual will be engaged by the City to provide prosecuting attorney services such as municipal arraignment and trial dockets, certified cases and appeals in the Cass County Circuit Court, review of reports, conduct trial preparation through review of reports and make determination on cases for prosecution, communication with defense counsel, witnesses, defendants, victims, victim advocates and police officers. Conduct depositions and other discovery procedures.

- ❖ Attend all municipal court dockets and trials.
- ❖ Access to designated attorney 24/7 to be able to answer police officer questions and/or in-custody warrants or other legal questions.
- ❖ Arrange for a mutually agreed upon time to sign municipal citations.
- ❖ Provide legal updates and training for police officers and court staff as requested.
- ❖ Issue additional charges and recommend amendments to charges.
- ❖ Handle cases which are certified to Cass County Circuit Court for either jury trial, bench trial or trial de novo.
- ❖ Perform other duties and responsibilities relating to the municipal court which are typical for a prosecuting attorney.
- ❖ Provide recommendations that would determine the need for a court appointed attorney.
- ❖ Prepare subpoenas for the court.
- ❖ Make recommendations regarding internal core processes and case dispositions.
- ❖ Draft, review and negotiate plea agreements.
- ❖ Participate in a review with the City Manager after six (6) months to include performance evaluation of case resolutions, caseload, outcomes, responses to staff and police officers, performance under the terms provided within this Contract, and updates and training provided to police officers and court staff.
- ❖ Identify proposed revisions to the City Code of Ordinances and provide suggested language for the same based upon changes in the law, legal challenges, and outcomes of municipal trials and appeals to the Cass County Circuit Court.
- ❖ Submit a report to the City Council in January of 2026 to include analysis and metrics of cases and caseload handled by the Prosecutor in the prior twelve (12) months. The information to be included in the report shall be as follows:

Item	Description	Responsible Party
1.	Total number of plea agreements	Prosecutor

2.	Total number of dismissals including subcategories for dismissals for proof of insurance, and dismissals for non-witness appearances.	Court Clerk and Staff
3.	Trial outcomes including guilty and non-guilty judgments	Prosecutor
4.	Number and outcome of trials de novo at the Cass County Circuit Court	Prosecutor
5.	Number and outcome of appeals to the Western District Court of Appeals.	Prosecutor
6.	Total number of cases filed.	Court Clerk and Staff
7.	Total number of cases disposed.	Court Clerk and Staff

Appendix B

General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Prosecutor/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 Prosecutor/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 which may be the City Manager. Both the City of Raymore and the Prosecutor/Firm must approve any changes to the Contract in writing.

B. Contract Period

The work shall begin upon Council approval and Mayor's signature on the Contract. The City desires to enter into a Contract for one (1) year.

C. Hold Harmless Clause

The Prosecutor/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 Prosecutor/Firm or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Prosecutor/Firm agrees that this clause shall include claims involving infringement of patent or copyright.

D. Exemption from Taxes

The City 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 this Contract, the Prosecutor/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 Prosecutor/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 Prosecutor/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 Prosecutor/Firm 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 Prosecutor/Firm.

F. Invoicing and Payment

The Prosecutor/Firm shall submit invoices pursuant to Article IV of the Contract for all 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 in part or in whole without cause and without penalty pursuant to Article VI of the Contract, upon sixty (60) days written notice to the Prosecutor/Firm. Any contract cancellation notice shall not relieve the Prosecutor/Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. Contractual Disputes

In addition to the Arbitration provisions provided for pursuant to Article VII of the Contract, the Prosecutor/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 Prosecutor/Firm within thirty (30) days of receipt of the claim.

City decision shall be final unless the Prosecutor/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 of the Contract shall continue to be valid, binding and in full force and effect.

J. Applicable Laws

The 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 Work Place

The Prosecutor/Firm acknowledges and certifies that it understands that the following acts by

the Prosecutor/Firm, its contractors, employees, and/or agents performing services on City 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 Prosecutor/Firm further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of the Contract and may result in default action and termination with cause being taken by the City, 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 Prosecutor/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 Prosecutor/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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 4/28/2025

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Amendments to Criminal Code and Traffic Code (pg 135)

STRATEGIC PLAN GOAL / STRATEGY

4.1.3 Continuously improve the City's governance processes

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3963

BACKGROUND / JUSTIFICATION

Bill 3963 seeks to address a number of issues identified by the Chief of Police, the City Prosecutor, the Municipal Judge, and the City Attorney regarding the criminal code and traffic code adopted by the City of Raymore. The amendments to the Criminal Code and Traffic Code sought by Bill 3963 will promote more effective policing, efficient prosecution, and better service for the public health, safety, and welfare of all Raymore residents. Some of the proposed amendments have been identified due to changes in statutory

provisions by the Missouri legislature. Others have been identified due to operational issues identified by the police department and the City Prosecutor. The proposals can be broken into five general areas as follows:

- (1) Amending Chapter 210 of the Code of Ordinances so as to adopt the criminal enforcement provisions for domestic assault including jail time, fines, and required classes by domestic assault offenders. The change also incorporates definitions of "domestic victim," "family," and "household member."
- (2) Amending Chapter 210 of the Code of Ordinances so as to allow individuals who refuse to give a report of their name or date of birth, or give a false report of their name or date of birth with the the class A misdemeanor charge of hindering prosecution.
- (3) Amending Chapter 341 of the Code of Ordinances so as to impose enforcement and penalties for operating neighborhood vehicles in violation of the traffic code, and revocation of any City issued registration for operation of a neighborhood vehicle in violation of the traffic code by individuals under the age of sixteen and/or without a valid drivers license.
- (4) Amending Chapter 355 of the Code of Ordinances to incorporate a prohibition on obstructing pedestrian access across a permanent or temporary driveway via a sidewalk, trail, or walkway in the public right-of-way.
- (5) Amending Chapter 380 of the Code of Ordinances to remove references to Chapter 307 of the Revised Statutes of Missouri. The change will create stand-alone provisions for vehicle equipment requirements and remove unnecessary provisions referencing the rule-making authority granted to state agencies.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING PROVISIONS OF THE CRIMINAL AND TRAFFIC CODE."

WHEREAS, the City Council of the City of Raymore, Missouri, has adopted the Model Traffic Code of the State of Missouri with certain exceptions and alterations (the "Traffic Code"), for the operation of vehicles on the public streets and enforcement by the Raymore Police Department within the City of Raymore; and,

WHEREAS, the City Council of the City of Raymore, Missouri, has adopted a code of ordinances for criminal offenses (the "Criminal Code") including enforcement by the Raymore Police Department and Raymore Municipal Court, committed within the City of Raymore; and,

WHEREAS, the City Prosecutor, Chief of Police, and City Attorney have identified certain provisions within both the Traffic Code and the Criminal Code that would facilitate better enforcement, a safer community, and a more efficient means of governance.

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

Section 1. Chapter 210 of the Criminal Code is repealed in its entirety and re-enacted as follows:

Section 210.010 Domestic Assault.

1. A person commits the offense of domestic assault if the act involves a domestic victim, and:

(A) The person attempts to cause or recklessly causes physical injury, physical pain, or illness to such domestic victim;

(B) With criminal negligence the person causes physical injury to such domestic victim by means of a deadly weapon or dangerous instrument;

(C) The person purposely places such domestic victim in apprehension of immediate physical injury by any means;

(D) The person recklessly engages in conduct which creates a substantial risk of death or serious physical injury to such domestic victim;

(E) The person knowingly causes physical contact with such domestic victim knowing he or she will regard the contact as offensive; or

(F) The person knowingly attempts to cause or causes the isolation of such domestic victim by unreasonably and substantially restricting or limiting his or her access to other persons, telecommunication devices or transportation for the purpose of isolation.

2. The offense of domestic assault is a class A misdemeanor.

3. For purposes of this Section 210.050, "domestic victim" shall be defined as a household or family member including any child who is a member of the household or family.

4. For purposes of this Section 210.050, "family" or "household member" shall be defined as spouses, former spouses, any person related by blood or marriage, persons who are presently residing together or have resided together in the past, any person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, and anyone who has a child in common regardless of whether they have been married or have resided together at any time.

Section 2. Section 210.100 of the Criminal Code is repealed in its entirety and re-enacted as follows:

Section 210.100 Hindering Prosecution Prohibited.

1. A person commits the offense of hindering prosecution if they, with the purpose of preventing the apprehension, prosecution, conviction or punishment, of himself/herself, or any other person who may have committed a crime:

- (A) Harbors or conceals the person; or
- (B) Warns the person that he/she is soon to be discovered and apprehended, unless such action is done in an effort to bring that person into compliance with the law; or
- (C) Provides money, transportation, weapon, disguise or other means to help the person avoid discovery or apprehension; or
- (D) Prevents or obstructs another by force, deception, or intimidation against him/her from doing something to aid the discovery or apprehension of the suspect; or
- (E) Refuses to give a report of his/her name or date of birth, or gives a false report of his/her name or date of birth.

2. The offense of hindering prosecution is a class A misdemeanor.

Section 3. Chapter 341 of the Traffic Code shall be amended by inserting the following new Section 341.060 as follows:

Section 341.060. Enforcement.

1. Violation of any traffic codes, regulations, and ordinances pertaining to the operation of a motor vehicle under this Chapter 300 of the Raymore Code of Ordinances committed by an individual while operating a Neighborhood Vehicle shall be an infraction and subject to the penalties provided for therein.

2. Anyone without a valid drivers license and/or under the age of sixteen (16) years found to be operating a Neighborhood Vehicle shall be subject to any and all traffic codes, regulations, and ordinances pertaining to the operation of a motor vehicle by an unlicensed minor, and the parents or other legal guardian may be subject to citation as applicable. In addition, the registration issued pursuant to Section 341.040 may be subject to revocation for any Neighborhood Vehicle found to be operated by an individual without a valid drivers license and/or under the age of sixteen (16) for a period of twelve (12) months. Such revocation shall be administrative and may be affected by the City Clerk upon a determination of guilt by the Municipal Court, unless timely and successfully appealed.

Section 4. Section 355.010 of the Traffic Code is repealed in its entirety and re-enacted as follows:

Section 355.010. Stopping, Standing Or Parking Prohibited.

1. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

- A. Stop, stand or park a vehicle:
 - (i) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (ii) On a sidewalk;
 - (iii) Within an intersection;
 - (iv) On a crosswalk;
 - (v) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the (traffic authority) indicates a different length by signs or markings;
 - (vi) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
 - (vii) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - (viii) On any railroad tracks;
 - (ix) At any place where official signs prohibit stopping.
- B. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
 - (i) In front of a public or private driveway;
 - (ii) Within fifteen feet of a fire hydrant;
 - (iii) Within twenty feet of a crosswalk at an intersection;
 - (iv) Within thirty feet upon the approach to any flashing signal, stop sign, or traffic control signal located at the side of a roadway;
 - (v) Within twenty feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to

any fire station within seventy-five feet of said entrance (when properly signposted);

(vi) At any place where official signs prohibit standing.

C. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:

(i) Within fifty feet of the nearest rail of a railroad crossing;

(ii) At any place where official signs prohibit parking;

(iii) In obstruction of pedestrian access across a permanent or temporary driveway via a sidewalk, trail, or walkway in the public right-of-way.

2. No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such a distance as is unlawful.

3. **Parking In The Vicinity Of Mailboxes.** Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a Law Enforcement Officer or official traffic control device, no person shall at any time stand or park directly in front of any box located in the right-of-way and used for the delivery of the United States mail which opens on the street side of the box, except momentarily to pick up or deliver United States mail.

Section 5. Chapter 380 of the Traffic Code is repealed in its entirety and re-enacted as follows:

Chapter 380. Vehicle Equipment

Article I. Light Regulations.

Section 380.010. When Lights Required.

1. Lights shall be required at any time from a half-hour after sunset to a half-hour before sunrise and at any other time when there is not sufficient light to render clearly discernible persons and vehicles on the right-of-way, road, street, or highway at a distance of five hundred feet ahead. Lighted lamps shall also be required any time the weather conditions require usage of the motor vehicle's windshield wipers to operate the vehicle in a careful and prudent manner as defined in Section 304.012 RSMo. The provisions of this section shall be interpreted to require lighted lamps during periods of fog even if usage of the windshield wipers is not necessary to operate the vehicle in a careful and prudent manner.

2. No person shall drive, move, park or be in custody of any vehicle or combination of vehicles on any street or highway during the times when lighted lamps are required unless such vehicle or combination of vehicles displays lighted lamps and illuminating devices as hereinafter in this chapter required. No person shall use on any vehicle any approved electric lamp or similar device unless the light source of such lamp or device complies with the conditions of approval as to focus and rated candlepower.

3. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction and any person who violates this section as it relates to violations of the usage of lighted lamps required due to weather conditions or fog shall only be fined ten dollars and no court costs shall be assessed.

Section 380.020. Headlamp On Motor Vehicles.

1. Except as in this chapter provided, every motor vehicle other than a motor-drawn vehicle and other than a motorcycle shall be equipped with at least two approved headlamps mounted at the same level with at least one on each side of the front of the vehicle. Every motorcycle shall be equipped with at least one and not more than two approved headlamps. Every motorcycle equipped with a sidecar or other attachment shall be equipped with a lamp on the outside limit of such attachment capable of displaying a white light to the front.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.030. Multiple-Beam Headlamps – Arrangement.

1. Except as hereinafter provided, the headlamps or the auxiliary driving lamp or the auxiliary passing lamp or combination thereof on motor vehicles other than motorcycles or motor driven cycles shall be so arranged that the driver may select at will between distributions of light projected to different elevations and such lamps may, in addition, be so arranged that such selection can be made automatically, subject to the following limitations:

(A) There shall be an uppermost distribution of light, or composite beam, so aimed and of such intensity as to reveal persons and vehicles at a distance of at least three hundred and fifty feet ahead for all conditions of loading.

(B) There shall be a lowermost distribution of light, or composite beam so aimed and of sufficient intensity to reveal persons and vehicles at a distance of at least one hundred feet ahead; and on a straight level road under any condition of loading none of the high-intensity portion of the beam shall be directed to strike the eyes of an approaching driver.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.040. Dimming Of Lights, When.

1. Every person driving a motor vehicle equipped with multiple-beam road lighting equipment, during the times when lighted lamps are required, shall use a distribution of light, or composite beam, directed high enough and of sufficient intensity to reveal persons and vehicles at a safe distance in advance

of the vehicle, subject to the following requirements and limitations: Whenever the driver of a vehicle approaches an oncoming vehicle within five hundred feet, or is within three hundred feet to the rear of another vehicle traveling in the same direction, the driver shall use a distribution of light or composite beam so aimed that the glaring rays are not projected into the eyes of the other driver, and in no case shall the high-intensity portion which is projected to the left of the prolongation of the extreme left side of the vehicle be aimed higher than the center of the lamp from which it comes at a distance of twenty-five feet ahead, and in no case higher than a level of forty-two inches above the level upon which the vehicle stands at a distance of seventy-five feet ahead.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.050. Taillamps, Reflectors.

1. Every motor vehicle and every motor-drawn vehicle shall be equipped with at least two rear lamps, not less than fifteen inches or more than seventy-two inches above the ground upon which the vehicle stands, which when lighted will exhibit a red light plainly visible from a distance of five hundred feet to the rear. Either such rear lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration marker and render it clearly legible from a distance of fifty feet to the rear. When the rear registration marker is illuminated by an electric lamp other than the required rear lamps, all such lamps shall be turned on or off only by the same control switch at all times.

2. Every motorcycle registered in this state, when operated on a highway, shall also carry at the rear, either as part of the rear lamp or separately, at least one approved red reflector, which shall be of such size and characteristics and so maintained as to be visible during the times when lighted lamps are required from all distances within three hundred feet to fifty feet from such vehicle when directly in front of a motor vehicle displaying lawful undimmed headlamps. A motorcycle may be equipped with a means of varying the brightness of the vehicle's brake light for a duration of not more than five seconds upon application of the vehicle's brakes.

3. Every new passenger car, new commercial motor vehicle, motor-drawn vehicle and omnibus with a capacity of more than six passengers registered in this state after January 1, 1966, when operated on a right-of-way, street, road, or highway, shall also carry at the rear at least two approved red reflectors, at least one at each side, so designed, mounted on the vehicle and maintained as to be visible during the times when lighted lamps are required from all distances within five hundred to fifty feet from such vehicle when directly in front of a motor vehicle displaying lawful undimmed headlamps. Every such reflector shall meet the requirements of this chapter and shall be mounted upon the vehicle at a height not to exceed sixty inches nor less than fifteen inches above the surface upon which the vehicle stands.

4. Any person who knowingly operates a motor vehicle without the lamps required in this section in operable condition is guilty of an infraction.

Section 380.060. Auxiliary Lamps – Number – Location.

1. Any motor vehicle may be equipped with not to exceed three auxiliary lamps mounted on the front at a height not less than twelve inches nor more than forty-two inches above the level surface upon which the vehicle stands.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.070. Cowl, Fender, Running Board And Backup Lamps.

1. Any motor vehicle may be equipped with not more than two side cowl or fender lamps which shall emit a white or yellow light without glare. Any motor vehicle may be equipped with not more than one running board courtesy lamp on each side thereof which shall emit a white or yellow light without glare. Any motor vehicle may be equipped with a backup lamp either separately or in combination with another lamp; except that no such backup lamp shall be continuously lighted when the motor vehicle is in forward motion.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.080. Spotlamps.

1. Any motor vehicle may be equipped with not to exceed one spotlamp but every lighted spotlamp shall be so aimed and used so as not to be dazzling or glaring to any person.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.090. Colors Of Various Lamps. – Restriction Of Red Lights.

1. Headlamps, when lighted, shall exhibit lights substantially white in color; auxiliary lamps, cowlamps and spotlamps, when lighted, shall exhibit lights substantially white, yellow or amber in color. No person shall drive or move any vehicle or equipment, except a school bus when used for school purposes or an emergency vehicle upon any street or highway with any lamp or device thereon displaying a red light visible from directly in front thereof.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.100. Limitations On Lamps Other Than Headlamps – Flashing Signals Prohibited Except On Specified Vehicles.

1. Any lighted lamp or illuminating device upon a motor vehicle other than headlamps, spotlamps, front direction signals or auxiliary lamps which projects a beam of light of an intensity greater than three hundred candlepower shall be so directed that no part of the beam will strike the level of the roadway on which the vehicle stands at a distance of more than seventy-five feet from the vehicle. Alternately flashing warning signals may be used on school buses when used for school purposes and on motor vehicles when used to transport United States mail from post offices to boxes of addressees thereof and on emergency vehicles as defined in Section 304.022 RSMo, on buses owned or operated by churches, mosques, synagogues, temples or other houses of worship, and on commercial passenger transport vehicles or railroad passenger cars that are stopped to load or unload passengers, but are prohibited on other motor vehicles, motorcycles and motor-drawn vehicles except as a means for indicating a right or left turn.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.110. Limitation On Total Of Lamps Lighted At One Time.

1. At the times when lighted lamps are required, at least two lighted lamps shall be displayed, one on each side of the front of every motor vehicle except a motorcycle and except a motor-drawn vehicle except when such vehicle is parked subject to the provisions governing lights on parked vehicles. Whenever a motor vehicle equipped with headlamps as in this chapter required is also equipped with any auxiliary lamps or a spotlight or any other lamp on the front thereof projecting a beam of an intensity greater than three hundred candlepower, not more than a total of four of any such lamps on the front of a vehicle shall be lighted at any one time when upon a highway.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.120. Other Vehicles – How Lighted.

1. All vehicles, including agricultural machinery or implements, road machinery, road rollers, traction engines and farm tractors not in this chapter specifically required to be equipped with lamps, shall be equipped during the times when lighted lamps are required with at least one lighted lamp or lantern exhibiting a white light visible from a distance of five hundred feet to the front of such vehicle and with a lamp or lantern exhibiting a red light visible from a distance of five hundred feet to the rear, and such lamps and lanterns shall exhibit lights to the sides of such vehicle.

2. Notwithstanding any other provision of law, violation of this section shall be deemed an infraction.

Section 380.130. Animal-Driven Vehicles, Lighting Requirements – Penalty.

1. Any person who shall place or drive or cause to be placed or driven upon or along any right-of-way, street, roadway, or highway any animal-driven vehicle whatsoever, whether in motion or at rest, shall after sunset to one-half hour before sunrise have attached to every such vehicle at the rear thereof a red taillight or a red reflecting device of not less than three inches in diameter of effective area or its equivalent in area. When such device shall consist of reflecting buttons there shall be no less than seven of such buttons covering an area equal to a circle with a three-inch diameter. The total subtended effective angle of reflection of every such device shall be no less than sixty degrees and the spread and efficiency of the reflected light shall be sufficient for the reflected light to be visible to the driver of any motor vehicle approaching such animal-drawn vehicle from the rear of a distance of not less than five hundred feet.

2. In addition, any person who operates any such animal-driven vehicle during the hours between sunset and one-half hour before sunrise shall have at least one light flashing at all times the vehicle is on any highway of this state. Such light or lights shall be amber in the front and red in the back and shall be placed on the left side of the vehicle at a height of no more than six feet from the ground and shall be visible from the front and the back of the vehicle at a distance of at least five hundred feet. Any person violating the provisions of this section shall be guilty of an infraction.

3. Any person operating an animal-driven vehicle during the hours between sunset and one-half hour before sunrise may, in lieu of the requirements of subsection 2 of this section, use lamps or lanterns complying with the rules promulgated by the director of the Missouri Department of Public Safety.

Article II. Vehicle Equipment.

Section 380.140. Other Equipment Of Motor Vehicles.

1. Signaling devices: Every motor vehicle shall be equipped with a horn, directed forward, or whistle in good working order, capable of emitting a sound adequate in quantity and volume to give warning of the approach of such vehicle to other users of the highway and to pedestrians. Such signaling device shall be used for warning purposes only and shall not be used for making any unnecessary noise, and no other sound-producing signaling device shall be used at any time.

2. Muffler cutouts: Muffler cutouts shall not be used and no vehicle shall be driven in such manner or condition that excessive and unnecessary

noises shall be made by its machinery, motor, signaling device, or other parts, or by any improperly loaded cargo. The motors of all motor vehicles shall be fitted with properly attached mufflers of such capacity or construction as to quiet the maximum possible exhaust noise as completely as is done in modern gas engine passenger motor vehicles. Any cutout or opening in the exhaust pipe between the motor and the muffler on any motor vehicle shall be completely closed and disconnected from its operating lever, and shall be so arranged that it cannot automatically open, or be opened or operated while such vehicle is in motion.

3. Brakes: All motor vehicles, except motorcycles, shall be provided at all times with two sets of adequate brakes, kept in good working order, and motorcycles shall be provided with one set of adequate brakes kept in good working order.

4. Mirrors: All motor vehicles which are so constructed or loaded that the operator cannot see the road behind such vehicle by looking back or around the side of such vehicle shall be equipped with a mirror so adjusted as to reveal the road behind and be visible from the operator's seat.

5. Projections on vehicles: All vehicles carrying poles or other objects, which project more than five feet from the rear of such vehicle, shall, during the period when lights are required by this chapter, carry a red light at or near the rear end of the pole or other object so projecting. At other times a red flag or cloth, not less than sixteen inches square, shall be displayed at the end of such projection.

6. Towlines: When one vehicle is towing another, the connecting device shall not exceed fifteen feet. During the time that lights are required by sections 380.010, the required lights shall be displayed by both vehicles. Every towed vehicle shall be coupled to the towing vehicle by means of a safety chain, cable, or equivalent device in addition to the primary coupling device, except that such secondary coupling device shall not be necessary if the connecting device is connected to the towing vehicle by a center-locking ball located over or nearly over the rear axle and not supported by the rear bumper of the towing vehicle. Such secondary safety connecting devices shall be of sufficient strength to control the towed vehicle in the event of failure of the primary coupling device. The provisions of this subsection shall not apply to wreckers towing vehicles or to vehicles secured to the towing vehicle by a fifth-wheel type connection.

7. The provisions of subsection 6 of this section shall not apply to farm implements, or to any vehicle which is not required to be registered.

8. Commercial motor vehicles and trailers: When being operated on any right-of-way, road, street, or highway shall be equipped with adequate and proper brakes, lighting equipment, signaling devices, steering mechanisms, horns, mirrors, windshield wipers, tires, wheels, exhaust system, glazing, air pollution control devices, fuel tank, and any other safety equipment required by

the state in such condition so as to obtain a certificate of inspection and approval as required by the provisions of Section 307.360.

9. Devices attached to or towed by motor vehicles for the purpose of transporting hay shall have the protruding parts raised or retracted when not in use to a position which will not cause injury or damage to persons or property in the vicinity of such device when on the highways of this state.

10. Violation of this section shall be deemed an infraction.

Section 380.150. Loads Which Might Become Dislodged To Be Secured – Failure, Penalty.

1. All motor vehicles, and every trailer and semitrailer operating upon the public rights-of-way, streets, roads, and highways and carrying goods or material or farm products which may reasonably be expected to become dislodged and fall from the vehicle, trailer or semitrailer as a result of wind pressure or air pressure and/or by the movement of the vehicle, trailer or semitrailer shall have a protective cover or be sufficiently secured so that no portion of such goods or material can become dislodged and fall from the vehicle, trailer or semitrailer while being transported or carried.

2. Operation of a motor vehicle, trailer or semitrailer in violation of this section shall be a class C misdemeanor, and any person convicted thereof shall be punished as provided by law.

Section 380.160. Seat Belts.

1. No person shall operate any truck, with a licensed gross weight of less than twelve thousand pounds on any right-of-way, street, road, or highway when any person under eighteen years of age is riding in the unenclosed bed of such truck. No person under eighteen years of age shall ride in the unenclosed bed of such truck when the truck is in operation. Any person who operates a truck with a licensed gross weight of less than twelve thousand pounds in violation of this section is guilty of a class C misdemeanor.

2. The provisions of this section shall only apply when a truck described in subsection 1 of this section is operated on a right-of-way, street, road, or highway. The provisions of this section shall not apply to:

(A) An employee engaged in the necessary discharge of the employee's duties where it is necessary to ride in the unenclosed bed of the truck;

(B) Any person while engaged in agricultural activities where it is necessary to ride in the unenclosed bed of the truck;

(C) Any person riding in the unenclosed bed of a truck while such truck is being operated in a parade, caravan or exhibition which is authorized by law;

(D) Any person riding in the unenclosed bed of a truck if such truck has installed a means of preventing such person from being discharged or such person is secured to the truck in a manner which will prevent the person from being thrown, falling or jumping from the truck;

(E) Any person riding in the unenclosed bed of a truck if such truck is being operated solely for the purposes of participating in a special event and it is necessary that the person ride in such unenclosed bed due to a lack of available seating. "Special event", for the purposes of this section, is a specific social activity of a definable duration which is participated in by the person riding in the unenclosed bed;

(F) Any person riding in the unenclosed bed of a truck if such truck is being operated solely for the purposes of providing assistance to, or ensuring the safety of, other persons engaged in a recreational activity; or

(G) Any person riding in the unenclosed bed of a truck if such truck is the only legally titled, licensed and insured vehicle owned by the family of the person riding in the unenclosed bed and there is insufficient room in the passenger cab of the truck to accommodate all passengers in such truck. For the purposes of this subdivision the term "family" shall mean any persons related within the first degree of consanguinity.

3. As used in this section, the term "passenger car" means every motor vehicle designed for carrying ten persons or less and used for the transportation of persons; except that, the term "passenger car" shall not include motorcycles, motorized bicycles, motor tricycles, and trucks with a licensed gross weight of twelve thousand pounds or more.

4. Each driver, except persons employed by the United States Postal Service while performing duties for that federal agency which require the operator to service postal boxes from their vehicles, or which require frequent entry into and exit from their vehicles, and front seat passenger of a passenger car manufactured after January 1, 1968, operated on a right-of-way, street, road, or highway, and persons less than eighteen years of age operating or riding in a truck on a right-of-way, road, street or highway shall wear a properly adjusted and fastened safety belt that meets federal National Highway, Transportation and Safety Act requirements. No person shall be stopped, inspected, or detained solely to determine compliance with this subsection. The provisions of this section and Section 380.170 shall not be applicable to persons who have a medical reason for failing to have a seat belt fastened about their body, nor shall the provisions of this section be applicable to persons while operating or riding a motor vehicle being used in agricultural work-related activities. Noncompliance with this subsection shall not constitute probable cause for violation of any other provision of law. The provisions of this subsection shall not apply to the transporting of children under sixteen years of age, as provided in Section 380.170.

5. Each driver of a motor vehicle transporting a child less than sixteen years of age shall secure the child in a properly adjusted and fastened restraint under Section 380.170.

6. In any action to recover damages arising out of the ownership, common maintenance or operation of a motor vehicle, failure to wear a safety belt in violation of this section shall not be considered evidence of comparative negligence. Failure to wear a safety belt in violation of this section may be admitted to mitigate damages, but only under the following circumstances:

(A) Parties seeking to introduce evidence of the failure to wear a safety belt in violation of this section must first introduce expert evidence proving that a failure to wear a safety belt contributed to the injuries claimed by plaintiff;

(B) If the evidence supports such a finding, the trier of fact may find that the plaintiff's failure to wear a safety belt in violation of this section contributed to the plaintiff's claimed injuries, and may reduce the amount of the plaintiff's recovery by an amount not to exceed one percent of the damages awarded after any reductions for comparative negligence.

7. Notwithstanding any other provision of law to the contrary, subsection 4 of this section shall not apply to any action arising out of the design, construction, manufacture, distribution, or sale of a motor vehicle, factory-equipped with a safety belt. In such actions arising out of the design, construction, manufacture, distribution, or sale of a motor vehicle, a plaintiff's failure to wear a properly adjusted and fastened safety belt shall be admissible as evidence of comparative negligence or fault, causation, absence of a defect or hazard, and failure to mitigate damages.

8. Except as otherwise provided for in section 380.170, each person who violates the provisions of subsection 2 of this section is guilty of an infraction for which a fine not to exceed ten dollars may be imposed. All other provisions of law and court rules to the contrary notwithstanding, no court costs shall be imposed on any person due to a violation of this section.

9. If there are more persons than there are seat belts in the enclosed area of a motor vehicle, then the passengers who are unable to wear seat belts shall sit in the area behind the front seat of the motor vehicle unless the motor vehicle is designed only for a front-seated area. The passenger or passengers occupying a seat location referred to in this subsection is not in violation of this section. This subsection shall not apply to passengers who are accompanying a driver of a motor vehicle who only has an intermediate driver's license under Section 302.178 RSMo.

Section 380.170. Child Restraint Devices.

1. As used in this section, the following terms shall mean:

(A) "Child booster seat", a seating system which meets the Federal Motor Vehicle Safety Standards set forth in 49 C.F.R. 571.213, as amended, that is designed to elevate a child to properly sit in a federally approved safety belt system;

(B) "Child passenger restraint system", a seating system which meets the Federal Motor Vehicle Safety Standards set forth in 49 C.F.R. 571.213, as amended, and which is either permanently affixed to a motor vehicle or is affixed to such vehicle by a safety belt or a universal attachment system;

(C) "Driver", a person who is in actual physical control of a motor vehicle.

2. Every driver transporting a child under the age of sixteen years shall be responsible, when transporting such child in a motor vehicle operated by that driver on the rights-of-way, roads, streets or highways, for providing for the protection of such child as follows:

(A) Children less than four years of age, regardless of weight, shall be secured in a child passenger restraint system appropriate for that child;

(B) Children weighing less than forty pounds, regardless of age, shall be secured in a child passenger restraint system appropriate for that child;

(C) Children at least four years of age but less than eight years of age, who also weigh at least forty pounds but less than eighty pounds, and who are also less than four feet, nine inches tall, shall be secured in a child passenger restraint system or booster seat appropriate for that child;

(D) Children at least eighty pounds or children more than four feet, nine inches in height shall be secured by a vehicle safety belt or booster seat appropriate for that child;

(E) A child who otherwise would be required to be secured in a booster seat may be transported in the back seat of a motor vehicle while wearing only a lap belt if the back seat of the motor vehicle is not equipped with a combination lap and shoulder belt for booster seat installation;

(F) When transporting children in the immediate family when there are more children than there are seating positions in the enclosed area of a motor vehicle, the children who are not able to be restrained by a child safety restraint device appropriate for the child shall sit in the area behind the front seat of the motor vehicle unless the motor vehicle is designed only for a front seat area. The driver transporting children referred to in this subsection is not in violation of this section.

This subsection shall only apply to the use of a child passenger restraint system or vehicle safety belt for children less than sixteen years of age being transported in a motor vehicle.

3. Any driver who violates subdivision (1), (2), or (3) of subsection 2 of this section is guilty of an infraction and, upon conviction, may be punished by a fine of not more than fifty dollars and court costs. Any driver who violates subdivision (4) of subsection 2 of this section shall be subject to the penalty in subsection 6 of Section 307.178 RSMo. If a driver receives a citation for violating subdivision (1), (2), or (3) of subsection 2 of this section, the charges shall be dismissed or withdrawn if the driver prior to or at his or her hearing provides evidence of acquisition of a child passenger restraint system or child booster seat which is satisfactory to the court or the party responsible for prosecuting the driver's citation.

4. The provisions of this section shall not apply to any public carrier for hire. The provisions of this section shall not apply to students four years of age or older who are passengers on a school bus designed for carrying eleven passengers or more and which is manufactured or equipped pursuant to Missouri Minimum Standards for School Buses as school buses are defined in Section 301.010 RSMo.

Section 380.180 (Reserved)

Section 380.190 Vision Reducing Material Applied To Windshield Or Windows Without Permit Prohibited – Penalty – Rules – Procedure.

1. Except as may be otherwise permitted by the Missouri Director of the Department of Public Safety, any person may operate a motor vehicle with front sidewing vents or windows located immediately to the left and right of the driver that have a sun-screening device, in conjunction with safety glazing material, that has a light transmission of thirty-five percent or more plus or minus three percent and a luminous reflectance of thirty-five percent or less plus or minus three percent.

2. This section shall not prohibit labels, stickers, decalcomania, or informational signs on motor vehicles or the application of tinted or solar screening material to recreational vehicles as defined in Section 700.010 RSMo, provided that such material does not interfere with the driver's normal view of the road. This section shall not prohibit factory-installed tinted glass, the equivalent replacement thereof or tinting material applied to the upper portion of the motor vehicle's windshield which is normally tinted by the manufacturer of motor vehicle safety glass.

3. Any person who violates the provisions of this section is guilty of a class C misdemeanor.

4. Any vehicle licensed with a historical license plate shall be exempt from the requirements of this section.

Section 6. 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 7. 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 28TH DAY OF APRIL, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF MAY, 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: 4/28/2025

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Engineering

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - 2025 Street Preservation (pg 153)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:	Phillips Paving Company, Inc.
Amount of Request/Contract:	\$1,393,180
Amount Budgeted:	• Fund 36 - Transportation Fund - Annual Street Preservation Program \$1,722,557 • Fund 36 - Transportation Fund - Right of Way Infrastructure Repairs \$159,000 • Fund 37 - Excise Tax Fund - Maintenance of Thoroughfares \$212,000 Total Budget \$2,093,557
Funding Source/Account:	

PROJECT TIMELINE

Estimated Start Date
6/16/2025

Estimated End Date
11/24/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3961
2. 2025 Street Preservation Map
3. Contract

BACKGROUND / JUSTIFICATION

The City received the following bids on April 3, 2025:

Phillips Paving Company	\$1,393,180.00
Barkley Asphalt	\$1,493,692.00
Tandem Paving	\$1,520,413.80
JM Fahey	\$1,527,340.00
Superior Bowen	\$1,717,266.50

Phillips Paving Company was determined to be the lowest and best bidder.

Staff recommends the contract for the 2025 Street Preservation Project be awarded to Phillips Paving Company in the amount of \$1,393,180.

BILL 3961

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PHILLIPS PAVING COMPANY, INC. FOR THE 2025 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 25-471-201, IN THE AMOUNT OF \$1,393,180 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

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

WHEREAS, bids for this project were received on April 3, 2025; and,

WHEREAS, Phillips Paving Company, Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$1,393,180 with Phillips Paving Company, Inc. for the 2025 Street Preservation project, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF APRIL, 2025.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 12TH DAY OF MAY, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

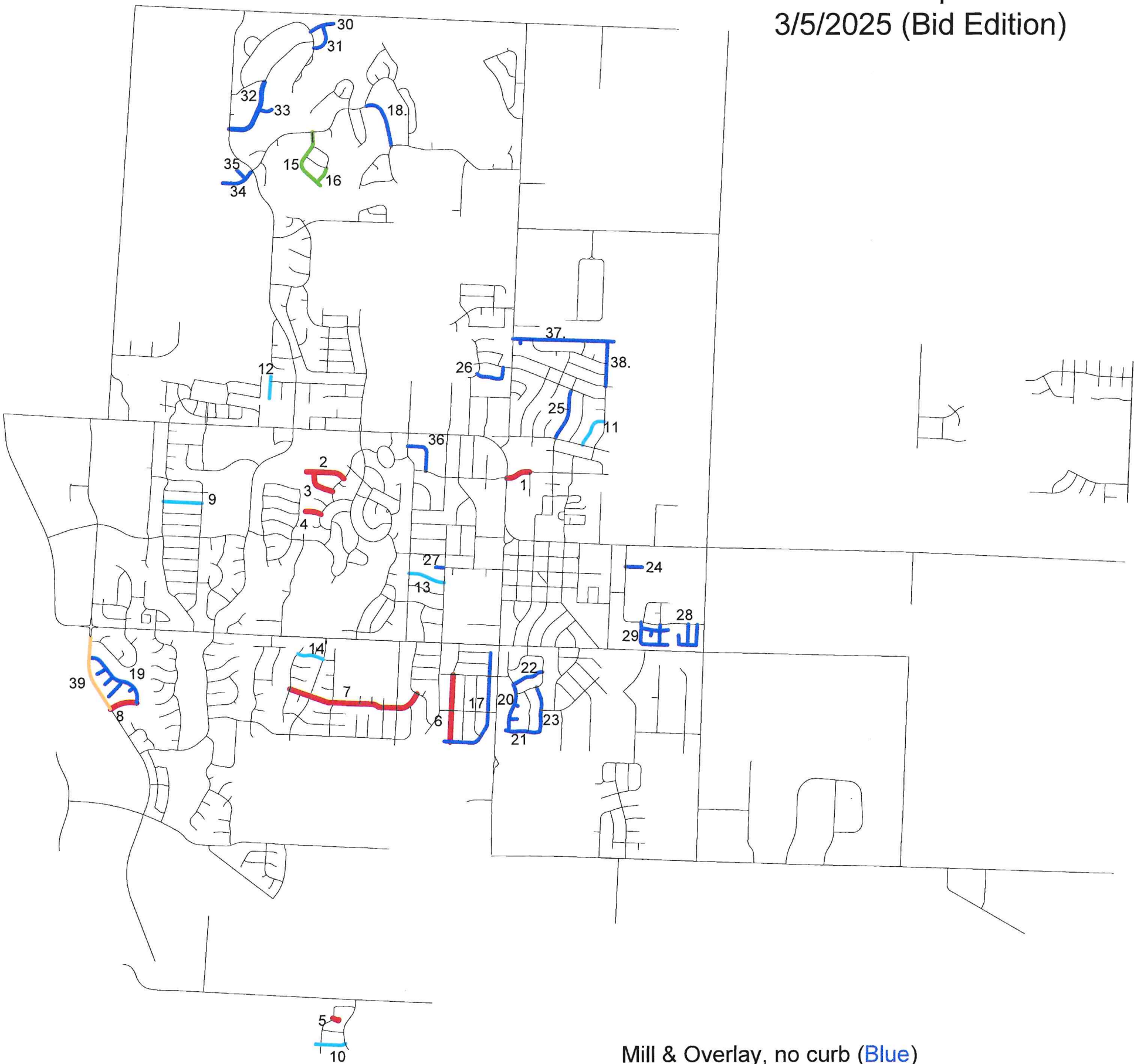
APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

2025 Street Preservation
Location Map
3/5/2025 (Bid Edition)



Curb with mill & overlay (Red)

1.	Pine Street	58 Highway	to	Persimmon Rd
2.	Ridgeway	Broadmoor	to	West Terminus
3.	Pleasant	Ridgeway	to	Broadmoor
4.	Glendale	Brookside	to	End of CDS
5.	Caribou Ct	Archer	to	End of CDS
6.	Canter	Preakness	to	Secretariat
7.	Country Lane	Meadow	to	Garnes
8.	Indian Grass Way	Dean	to	Prairie Grass

M&O, with curb if budget allows (Cyan)

9.	Roberta Dr	S. Huntsman	to	N. Pelham Path
10.	Doe Dr.	Elk Dr.	to	West Dead End
11.	Cheyeene Dr.	E. Foxwood Dr	to	N. Crest Dr.
12.	Andy Paul Ct	CDS	to	N. Dead End
13.	Lakeview Dr.	Park Dr.	to	Sunset Lane
14.	Yokely Dr.	Brook Parkway	to	Garnes St.

Curb without mill & overlay (Green)

15.	Metfield Lane	Creekmoor Dr	to	CDS
16.	Dunvegan Lane	Metfield Lane	to	Brunswick lane

Mill & Overlay, no curb (Blue)

17.	Derby	Belmont	to	Canter
18.	Creekmoor Dr	Bridgeshire	to	Hampstead
19.	*Prairie Grass Dr	Dean	to	Indian Grass Way
20.	S. Adams	Alder	to	Mulberry
21.	Mulberry	S. Adams	to	S. Franklin
22.	Alder	S. Adams	to	S. Franklin
23.	S. Franklin	Mulberry	to	Sycamore
24.	Dawn	S. Sunrise	to	New CDS
25.	Washington	E. Heritage	to	E. Foxwood
26.	Sunflower Dr	Buffalo Dr	to	W. Heritage
27.	W. Olive St CDS	Park St	to	End of CDS
28.	Morningview S. E.			
29.	Morningview S. W.			
30.	Thompson Circle	Hodges Ln.	to	End of CDS
31.	Hodges Lane	Brompton	to	Thompson Circle
32.	Cross Creek Dr	Foxridge	to	Drake
33.	Sandwich Circle	Cross Crk	to	End of CDS
34.	Creekmoor Dr	Foxridge Dr	to	West dead end
35.	Foxshire Circle	Creekmoor	to	End of CDS
36.	Conroy	Sunset	to	Pine
37.	*Sierra Dr	N. Crest	to	Madison
38.	N. Crest	Heritage	to	Sierra

Thoroughfare Micro Surface (Orange)

39.	Dean	Lucy Webb	to	Indian Grass Way
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* Indicates that adjacent cul-d-sacs are included.



CITY OF RAYMORE
CONTRACT FOR SERVICES

2025 Street Preservation

This Contract for the 2025 Street Preservation Project, hereafter referred to as the **Contract** is made this 12th day of May, 2025, between Phillips Paving Company, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 2808 E 85th Street, Kansas City, Missouri 64132, 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 May 12, 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 25-471-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **180** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$1,393,180.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct

any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(CITY SEAL)

PHILLIPS PAVING CO., Inc.

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

2025 Street Preservation

ANTICIPATED SCOPE OF SERVICES:

STREET OVERLAY

- Two mobilizations. The streets noted on the map to have curb replaced this spring and are not to be overlaid until September or later to prevent damage to the new curb.
- 124,620 sq yds of full width milling.
- 13,800 tons of 2" Type 5 Recycled overlay. The asphalt price will be indexed as per the Measurement and Payment section of the RFP. A sample from the field shall be pulled within the first 500 tons to determine Marshall properties and conformance with the submittal.
- Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.
- Milled surface is to be cleaned by a vacuum sweeper immediately prior to tacking.
- 750 tons of full depth patching, Type 5 Recycled asphalt. The quantity of patching necessary will be determined after each street is milled. The asphalt price will be indexed as per the Measurement and Payment section of the RFP.
- 11800 Sq. yds. of Type II Micro Surface on Dean. Steel slag aggregate is required.
- 500 linear feet of deep crack repair. The quantity of crack repair necessary will be determined after each street is milled.
- Re-striping of Dean after overlay.

SPECIAL PROVISIONS

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2013 and all subsequent revisions.

2. PROJECT AWARD

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

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice of Award shall be issued in May 2025.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2013 shall be amended to include the following:

Contractor shall complete work within **180** calendar days of execution of the Notice to Proceed.

4. ENGINEER

The City of Raymore Public Works Director or his/her designee shall be the Engineer for this project.

5. GENERAL CONDITIONS

The General Conditions shall be modified as follows. All provisions of the General Conditions which are not so modified or supplemented shall remain in full force and effect.

GC 6.02: Add "No. 1 Change Orders" and "No. 2 Addenda" to the order of preference list.

6. MEASUREMENT AND PAYMENT

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

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

- A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be paid for at the unit bid price per each.
- B. **Full Width Milling:** Full Width Milling shall be paid for at the unit bid price per square yard. The milling depth will be 2" on the residential streets. The unit bid price shall include all materials, labor, equipment, hauling and disposal of millings to complete the work. Contractor to retain the millings.
- C. **2" Type 5 Recycled Overlay:** 2" Type 5 Recycled Overlay shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor, equipment required to place and compact a 2" thick surface mat. Testing and tack oil are subsidiary to this line item. UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge, CAT-TAC Trackless Tack manufactured by Hunt Refining or an approved trackless tack is specified for this project.

The line item cost of base and surface asphalt per ton will be indexed as per the following:

The adjustment applies only to the virgin asphalt cement actually placed. The percent AC on the job mix should be used for the calculation unless the change in target AC meets the requirement for field mix design. The asphalt cement contribution of RAP is excluded.

The adjustment is calculated using the following formula

$$A = (B \times C) \times (D - E)$$

Where:

- A = Adjustment for mix placed during monthly average index priced.
- B = Tons of mix placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula
- D = Monthly average priced at time of mix placement
- E = Monthly average price at time of bid

The baseline asphalt prices for the index are taken from the Asphalt Weekly Monitor published by Poten & Partners Inc. The average of the midpoint published prices for PG 64-22 in the St. Louis, Missouri and Kansas City area will be used. The monthly base price will be the price in the last published Asphalt Weekly Monitor prior to MODOT's monthly bid opening.

- D. **Full Depth Patching:** Full Depth Patching shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove, dispose of existing asphalt to subgrade and replace with compacted asphalt to either the milled surface, or finished surface if the patching is taking place on a street that is not to be overlayed. Asphalt shall be Type 5 Recycled.
- E. **Deep Crack Repair:** Full Depth Crack Repair shall be paid for at the unit bid price per linear foot. The unit bid price shall include all materials, equipment and labor required to remove the asphalt on either side of the crack with a skid-loader mounted mill, to the full depth of the mill cutting head, dispose of the millings and to place and compact Type 5 Recycled asphalt back to within two inches of the existing surface or to the level of the milled surface.
- F. **Type II Micro Surface:** Type II Micro Surface shall be paid for at the square yard unit price per bid form. This per unit price shall include all labor, materials and equipment required to complete construction as per specifications. All surface preparation, traffic control and clean-up shall be considered subsidiary to this line item.
- G. **Striping:** Striping and shall be considered a lump sum for payment. The unit bid price shall include all materials, labor and equipment required to replace the existing traffic markings after the micro surface is placed. The striping and arrows shall be MODoT approved High Build Acrylic Waterborne Pavement Marking Paint with Type MODoT glass beads.
- H. **Traffic Control:** Traffic Control line items shall be considered individually as lump sums for payment. Flaggers are required if traffic is reduced to one-lane. A traffic control plan must be submitted individually for each street if it is going to be closed completely. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 25-471-201

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of May, 2025.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 31 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

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

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

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

Q. *Permits/Certificates*

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

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

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

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

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the

Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

* providing documentation affirming the bidder's enrollment and

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

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

PROPOSAL FORM A
RFP 25-471-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Phillips Paving Company, Inc.

ADDRESS: 2808 E. 85th St.
Street

ADDRESS: Kansas City, MO 64132
City State Zip

PHONE: 816 921-8080

E-MAIL: zach@phillipspaving.com

DATE: 03/31/2025
(Month-Day-Year)

Joe Burns General Manager
Signature of Officer/Title

DATE: 03/31/2025
(Month-Day-Year)

[Signature] Office Manager
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 25-471-201

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ____ No ✓
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ____ No ✓
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ____ No ✓
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ____ No ✓
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ____ No ✓
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ____ No ✓
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ____ No ✓
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ____ No ✓

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ____ No ✓
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ____ No ✓

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
RFP 25-471-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

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

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

COMPANY NAME	City of Bonner Springs	
ADDRESS	12401 Kaw Dr. Bonner Springs, KS 66012	
CONTACT PERSON	Chuck Staples	
CONTACT EMAIL	cstaples@bonnersprings.org	
TELEPHONE NUMBER	913-441-1961	
PROJECT, AMOUNT AND DATE COMPLETED	2024 Resurfacing Project \$ 771,069.66	May 29, 2024

COMPANY NAME	Shawnee Mission Public Schools USD#512	
ADDRESS	7235 Antioch Rd. Shawnee Mission, KS 66204	
CONTACT PERSON	Justin Durham	
CONTACT EMAIL	jdurham@hollisandmiller.com	
TELEPHONE NUMBER	816 442-7700	
PROJECT, AMOUNT AND DATE COMPLETED	23160.00 \$ 1,133,557.00	10/14/2024

COMPANY NAME	City of Independence
ADDRESS	111 E Maple Ave. Independence, MO 64050
CONTACT PERSON	Larry White
CONTACT EMAIL	larry.white@spectrarp.com
TELEPHONE NUMBER	816-517-7026
PROJECT, AMOUNT AND DATE COMPLETED	2022 Parking Lots/Cable Dahmer Arena \$ 1,415,470.90 09/06/2022

COMPANY NAME	City of Kearney
ADDRESS	100 East Washington Kearney MO 64060
CONTACT PERSON	David Pavlich
CONTACT EMAIL	dpavlich@kearney.mo.us
TELEPHONE NUMBER	816-903-4731
PROJECT, AMOUNT AND DATE COMPLETED	2023 Roadway Repairs-Asphalt \$ 280,261.60 05/26/2023

COMPANY NAME	Independence School District
ADDRESS	201 North Forest Avenue Independence, MO 64050
CONTACT PERSON	Greg McGhee
CONTACT EMAIL	Greg_mcghee@idschools.org
TELEPHONE NUMBER	816 521-5330
PROJECT, AMOUNT AND DATE COMPLETED	23214.00 \$1,403,464.00 07/12/2024

State the number of Years in Business: 30

State the current number of personnel on staff: 23

PROPOSAL FORM D
RFP 25-471-201

Proposal of Phillips Paving Company, Inc., organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Phillips Paving Company, Inc. (*)

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. 25-471-201 – 2025 Street Preservation.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 25-471-201**2025 Street Preservation****Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Each	2	9,000	\$18,000
Full Width Milling, Residential	SY	124620	1.25	\$155,775
2" Type 5 Recycled Overlay, Residential	Tons	13800	75.00	\$1,035,000
Full Depth Patch, Recycled Type 5	Tons	750	100.00	\$75,000
Crack Seal	Pounds	2000	4.60	\$9,200
Type II Micro Surface, (Steel Slag Aggregate Required)	SY	11800	5.52	\$65,180
Deep Depth Crack Repair	Lin Ft	500	20.00	\$10,000
Striping Dean	LS	1		\$ 10,125
Dean Traffic Control	LS	1		\$ 8,900
Residential Traffic Control	LS	1		\$ 6,000
TOTAL BASE BID				\$ 1,393,180

Company Name Phillips Paving Co, Inc.

Total Base Bid for Project Number: 25-471-201

\$ 1,393,180

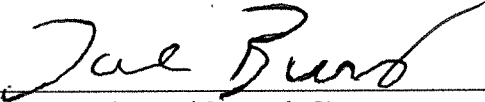
In the blank above insert numbers for the sum of the bid.

(\$ One Million three hundred & ninety three thousand, one hundred & eighty dollars. **)**

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

**BID PROPOSAL FORM E – RFP 25-471-201
CONTINUED**

Company Name Phillips Paving Company, Inc.

By 
Authorized Person's Signature

Joe Burns, General Manager
Print or type name and title of signer

Company Address 2808 E. 85th St.
Kansas City MO 64132

Phone 816 921-8080

Fax 816 923-4040

Email zach@phillips paving.com

Date 03/31/2025

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No.

Addendum No.

Addendum No.

Addendum No.

Addendum No.

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093



ADDENDUM NO. 1

2025 Street Preservation
Project #25-471-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Questions and Clarification

- 1. Clarification:** Type 5 Recycle Asphalt is to be used.
- 2. Clarification:** There will be two (2) mobilizations for this project.
- 3. Clarification:** Trackless Tackoil is to be used.
- 4. Clarification:** Testing to determine Marshall properties and adherence to asphalt submittals will be required every 1000 tons.

4. Question: Will temporary markings be needed?

Response: Temporary Markings will be required on roads that currently have striping.

5. Question: Is stockpiling at Public Works be permitted?

Response: Stockpiling of millings will not be allowed. Stockpiling of aggregate for the micro surface will be allowed.

6. Question: How deep is the full depth crack repair?

Answer: Crack repair is to extend to the depth of a skid steer mounted mill after the street has been milled.

7. Question: Is the 2,000 lbs of crack seal to be applied to the street to be micro surfaced?

Answer: Yes.

8. Question: Can the crack seal and micro surfacing be performed at any time during the contract ?

Answer: Yes, as long as conditions meet the weather requirements.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Phillips Paving Company, Inc.

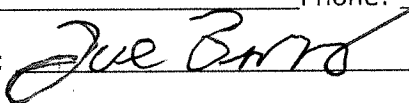
By: Joe Burns

Title: General Manager

Address: 2808 E. 85th St.

City, State, Zip: Kansas City, MO 64132

Date: 04/02/2025 Phone: 816 921-8080

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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 Joe Burns, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Phillips Paving Company, Inc.

Company: Phillips Paving Company, Inc.

Address: 2808 E. 85th St. Kansas City MO 64132

- 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 # 25-471-201.
- 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.

Phillips Paving Company, Inc.

Company Name

Joe Burns
Signature

Name: Joe Burns

Title: General Manager

STATE OF Missouri COUNTY OF Jackson

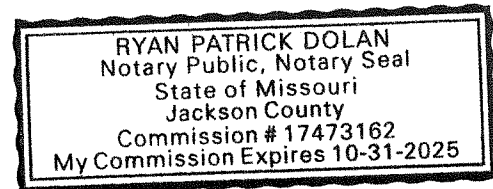
Subscribed and sworn to before me this 31st day of March, 2025.

Notary Public: [Signature]

My Commission Expires: 10/31/2025 Commission # 17473162

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.



Company ID Number: 246007

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Phillips Paving Co., Inc.
Company Facility Address	2808 E. 85th St Kansas City, MO 64132
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431706475
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Company ID Number: 246007

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO

1