AGENDA
Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 23, 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. Police/Emergency Management
B. Public Works
C. Parks and Recreation
D. Communications Report
E. 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 Meeting Minutes, June 9, 2025

B. Ridgeview Estates - Acceptance of Public Improvements

Reference:
Resolution 25-35

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

C. Sidewalk Replacement Project - Acceptance and Final Pay

Reference:
Resolution 25-36

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

9. Unfinished Business

A. Award of Contract - Lake and Pond Management (pg 40)

Reference:
Bill 3964
Contract
Solitude Proposal

This is an award of contract for the maintenance of water quality and vegetation control at Recreation Park Pond and Johnston Lake at Hawk Ridge Park. Included in the contract is the maintenance of the fountain in Recreation Park Pond.

- City Council, 6/09/2025: Approved, 8-0
- Parks & Recreation Board, 4/22/2025: Approved, 8-0

B. Award of Contract - Broadmoor and Grandshire Drainage Improvements (pg 81)

Reference:
Bill 3965
Contract

This project will install underdrain along the back of the curb, remove and replace driveway approaches, and tie into existing storm inlets to improve groundwater issues that exist in these areas.

- City Council, 6/09/2025: Approved, 8-0

C. Award of Contract - Park Trails Replacement Phase II - Roadside Trails (pg 120)

Reference:

Bill 3966
Contract

This project consists of trail removal and replacement in several locations in the City's linear parks and various street right-of-ways.

- City Council, 6/09/2025: Approved, 8-0
- Parks and Recreation Board, 5/13/2025: Approval, 6-0

D. Award of Contract - Outdoor Video Display Signs (pg 171)

Reference:
Bill 3970
Contract
Heartland Sign and Lighting Response
Heartland Proposal

This contract provides services to design, select equipment and provide cost analysis for three outdoor video display signs for City Hall and two park locations.

- City Council, 6/09/2025: Approved, 8-0

E. Watermark New Lender Refinancing Agreement (pg 201)

Reference:
Bill 3971
Collateral Assignment of Bonds and Bond Documents
Fee Deed of Trust
Ground Lessor Estoppel

This request will authorize the refinancing of the Watermark (The Depot) Project. The bonds supporting the project are being reassigned to a new lender. This action ensures continued compliance while recognizing the change in financing parties.

- City Council, 6/09/2025: Approved, 8-0

F. Madison Valley 5th Final Plat (pg 251)

Reference:
Bill 3973
Final Plat Staff Report
Final Plat Drawing
Site Photographs
Signed Development Agreement

Bryan Rahn, representing Blue Springs Safety Storage South and Country Club Homes, developer and builder of the Madison Valley subdivision, is requesting approval of the Madison Valley 5th Final Plat. The request includes 46 new single-family lots located north of Heritage Drive.

- City Council, 6/09/2025: Approved, 8-0
- Planning and Zoning Commission, 05/06/2025, Approval 7-0

G. Budget Amendment - Trash, Recycling, and Yard Waste Fees (pg 275)

Reference:
Bill 3974
Raymore 2025 Increase

Constable Sanitation is requesting an adjustment in the fee for trash and recycling services for the City of Raymore.

- City Council, 6/09/2025: Approved, 8-0

H. Amending City Code Section 105.030 Declaration of Candidacy - Dates for Filing (pg 280)

Reference:
Bill 3972

Bill 3972 seeks authorization to amend Raymore City Code Section 105.030 to be consistent with Revised Statutes of Missouri regarding the filing dates of declaration of candidacy for elected offices.

- City Council, 6/09/2025: Approved, 8-0

10. New Business

A. Award of Contract - Bulk Road Salt (pg 284)

Reference:
Bill 3975
Contract

This contract is for the purchase and delivery of bulk road salt. Staff recommends award of contract to Central Salt, LLC.

- No previous action on this item

B. 2025-2026 Raymore Peculiar School Resource Officer Agreement (pg 311)

Reference:
Bill 3978
Contract

This agreement calls for the City of Raymore to provide School Resource Officer services to the Raymore-Peculiar School District for schools within the Raymore City limits and East Middle School in Cass County, as needed, during the 2025-2026 school year. The school district will provide reimbursement to the City for these services.

- No previous action on this item

C. Award of Contract - Holiday Lighting (pg 320)

Reference:
Bill 3977
Contract
Holiday FX Proposal

This contract is for the installation and removal of holiday lights at City Hall, Centerview, and the Mayor's Christmas Tree at T.B. Hanna Station. Staff recommends award of contract to Holiday FX.

- 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

City Council Work Session notes, 6/16/2025

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.

RAYMORE
public works

PUBLIC WORKS MONTHLY REPORT

June 2025

ENGINEERING DIVISION

Projects Under Construction

- Street Preservation
- Curb Replacement Program

Development Under Construction

- Sendera - Working on subgrade preparation and paving roads.
- Raymore Commerce Center south - 195th Street to be closed for realignment. The contractor has completed the base paving for 195th Street and Dean Avenue.
- Saddlebrook - Utilities have been completed.
- Cunningham 4th - Working on road subgrade and installing curb & gutter.
- Creekside Ranch - Working on site grading and waterline installation.
- Madison Valley 4th - Installing sanitary sewer infrastructure.

OPERATIONS & MAINTENANCE DIVISION

- 49 City Hall Work Orders
- 710 Locates
- 185 Service Requests
- 20 Driveway Inspections
- 19 Sidewalk Inspections
- 9 Curb Inspections
- 19 Final ROW Inspections
- 3 Sewer Inspections
- 10 Water Taps
- 8 Water Inspections

Road Maintenance:

- Performed street patches city wide.
- Continued 58 HWY cleanup with emphasis on weed control.
- Bagan roadside mowing for the season.
- Inspected and patched over 150 ft of curb.
- Repaired 143 potholes throughout the city.
- Replaced and repaired multiple damaged signs city wide.
- Conducted sign inventory.
- Completed numerous street and concrete related service requests.
- The streets team ramped multiple driveways on Kenton Ln. and Creekmoor Dr. where the curb had settled.
- Assembled and took inventory of all trash and recycling bins.
- Cleaned numerous storm inlets and storm boxes throughout the city including removing debris.

- Acquired clay for mudjacking.
- Sidewalk clean-up was completed along N. Madison.
- Graffiti clean-up was completed on Sumpter Dr.
- Sidewalk tear out on Spur Ridge began.
- Utilized 7 tons of asphalt in Bristol Dr. street patching.
- Completed a street patch at Hubach Hill/Dogwood Dr. using 3 tons of asphalt.
- Street repairs were made on Longhorn Ln. using 3 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.
- Preventative maintenance performed on Owen Good Lift Station.
- Preventative maintenance performed on the Kentucky Boost Station.
- Preventative maintenance performed on the Morningview Lift Station.
- Preventative maintenance performed on the Portable Generator.
- Repaired stale meters.
- Performed station readings.
- Continued to complete Lead Service Line Inventory inspections for MDNR and EPA Compliance.
- 2 crews located city owned utilities for the communications project for Raymore-Peculiar School District.
- Performed routine hydrant flushing.

Traffic and Pedestrian Infrastructure:

- Sign maintenance and repairs.
- 26,948 Ft of water wain and 12 fire hydrants and valves were located and entered into the City of Raymore’s GIS system.
- Routine mowing and firing range clean up.
- Organization of traffic signs.
- Completed maintenance of the mudjacker.
- Addressed a sight clearance issue at N Madison St & E 163rd St.

Customer Service and Administration:

- During Public Works week May 19-23, employees participated in multiple training and team building exercises.
- Budget projections for the 2024/2025 fiscal year were continued.
- Continued to evaluate and update the VERP program.
- Progressed on the 2025 APWA Re-Accreditation process.

- Continued to collect and record completed backflow prevention tests for the city wide backflow Program. All backflow tests are due by June 15th, 2025.
- Attended the APWA Virtual Accreditation seminar.

MONTHLY REPORT

May/June 2025

June Monthly Highlights

- Recreation Coordinator Cecilia Walther hosted a meeting for the Festival of the Parks: Spirit of America Celebration that will be held on June 27 at Recreation Park.
- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon met with Wheelhouse Baseball to finalize the partnership agreement.
- Raymore Summer Camp began this week. Summer camp had 48 children register the first week.
- Recreation Superintendent Todd Brennon and Athletic Coordinator Nick Cook met with representatives from Liddle's Sport Shop in Lee's Summit to receive a quote on new athletic equipment.
- Park Superintendent Steve Rulo met with a contractor for a quote on a new roof at the Optimist Shelter.
- Edward Chemicals delivered chemicals to T.B. Hanna Station for the sprayground.
- Park maintenance fixed one of the accessible swings at Hawk Ridge Park Playground.
- Raymore Summer Camp had 54 children registered for Animal Kingdom week. Campers visited the Kansas City Zoo for Field Trip Thursday.
- Park maintenance mowed the future site for the Raymore dog park.
- Park maintenance cleaned vehicles and equipment for the upcoming Touch-A-Truck event taking place this Saturday at Recreation Park.
- Raymore Parks and Recreation hosted the first Farmer's Market event of the season at T.B. Hanna Station. 33 vendors are registered for the June session.
- Athletic Coordinator Nick Cook attended a South Metro Soccer Group to discuss the upcoming fall season.
- Thank you to Public Works for mowing the lakeside of Johnston Lake.

May Monthly Highlights

- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo attended the bid opening for the linear trails projects.
- Recreation Coordinator Cecilia Walther South Metro Fire Department in finalizing CPR training dates for summer camp staff and part time staff.
- Park maintenance mulched and removed tulips from City Hall.

- Athletic Coordinator Nick Cook attended a scheduling meeting for the baseball, softball and tee ball season in Grandview.

- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon met with the Raymore-Peculiar School District to discuss facility usage.

- Recreation Coordinator Cecilia Walther, Parks and Recreation Director Nathan Musteen, Recreation Superintendent Todd Brennon and Parks Superintendent Steve Rulo met to discuss the Spirit of America event that will take place during the new Festival of the Parks.

- Athletic Coordinator Nick Cook met with Play It Again Sports out of Liberty, MO to discuss the possibility of offering a summer baseball camp in July.

- Recreation Coordinator Cecilia Walther, Recreation Superintendent Todd Brennon, Park Superintendent Steve Rulo and Park Foreman Jeff Schmill met to begin planning the Rugged Raymore event scheduled for August later this year.

- Park maintenance made some step over walk ways on the Disc Golf Course at Recreation Park.

- Recreation Coordinator Cecilia Walther met with summer camp Assistant Coordinator to discuss the upcoming summer camp schedule.

- Recreation Coordinator Cecilia Walther held a farmers market vendor meeting to discuss changes to the upcoming program. 25 Vendors were in attendance.

- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon met with members of the Raymore-Peculiar administration to discuss facility usage.

- Parks and Recreation Director Nathan Musteen met with CFS Engineers in preparation of the Hawk Ridge Park Plaza project.

- Recreation Superintendent Todd Brennon and Recreation Coordinator Cecilia Walther attended Johnson County Parks & Recreation Departments 50 Plus Strategic Plan - Agency Engagement Meeting.

- Athletic Coordinator Nick Cook distributed baseball, softball and tee ball uniforms to coaches in preparation for the upcoming summer sports season.

- Athletic Coordinator Nick Cook and Parks and Recreation support staff prepared the concession stands at Recreation Park and Memorial Park for the upcoming season.

- Park Superintendent Steve Rulo interviewed two applicants for open Parks seasonal positions.

- Park maintenance staff planted flowers at City Hall.

- Park Superintendent Steve Rulo met with contractors to discuss fixing the slope of the hills at Hawk Ridge Park.

- Recreation Coordinator Cecilia Walther held a summer camp parent informational meeting.
- Recreation Superintendent Todd Brennon and Recreation Coordinator Cecilia Walther met with representatives from Qdoba to discuss partnership opportunities.
- Parks and Recreation Director Nathan Musteen met with contractors for design and installation of signage at three locations in the parks and at City Hall.
- Parks and Recreation Director Nathan Musteen attended a project meeting for the design of improvements near the amphitheater at Hawk Ridge Park.
- Recreation Coordinator Cecilia Walther hosted a parent information meeting for the upcoming summer camp program on May 19.
- Recreation Coordinator Cecilia Walther held a summer camp counselor training on May 21.
- The recreation baseball & softball season began on Tuesday, May 20. Raymore Parks and Recreation hosted 24 baseball and softball games during the week.
- Recreation Coordinator Cecilia Walther and Athletic Coordinator Nick Cook attended a CPR training hosted by South Metro Fire Protection District.
- Park maintenance planted flowers at the Raymore Activity Center and the baseball monument at Recreation Park.
- Park Superintendent Steve Rulo coordinated with the sprayground contractor to get the sprayground operational for the season.
- Recreation Coordinator Cecilia Walther and Recreation Superintendent Todd Brennon met with an instructor to discuss future recreation programming.
- Parks and Recreation Director Nathan Musteen was the guest speaker for the Belton/Raymore Rotary Club. Musteen talked about upcoming projects and the park trail system.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo attended a project progress meeting for the Centerview boardwalk and butterfly gardens.
- Parks and Recreation Director Nathan Musteen spoke at the monthly luncheon hosted by the Raymore Chamber of Commerce. Musteen, one of the three guest speakers, talked about the popularity of youth baseball and opportunities for youth sports that Raymore Parks and Recreation provides.
- Recreation Superintendent Todd Brennon, Athletic Coordinator Nick Cook and Recreation Coordinator Cecilia Walther met with Raising Cane's to discuss future partnership opportunities.
- Recreation Coordinator Cecilia Walther held a camp counselor training for the upcoming summer camp program beginning next week.
- Recreation Superintendent Todd Brennon met with a representative from True North Painting to evaluate the exterior of the Raymore Activity Center and Centerview.

- Park maintenance installed a new baby changing station at Hawk Ridge Park.
- Athletic Coordinator Nick Cook Scheduled games for the upcoming adult softball season that is scheduled to begin Monday, June 9.

Variety KC Sprayground at T.B. Hanna Station
214 S. Washington St.

OPEN for the season!

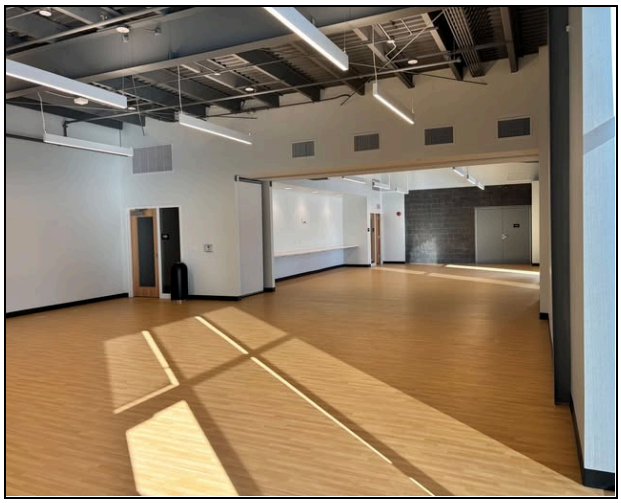
The sprayground is open daily from 9 a.m. to 8 p.m. Visit www.raymore.com/tbhannastation for updates and more information. Any unanticipated closures of the sprayground will be shared on the RainoutLine widget at the top of the webpage.

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

Bricks & Block Party, 5:30-8:30 p.m., Thursday, June 26, at T.B. Hanna Station, 214 S Washington St. Join us for a fun-filled community event with live music from the Sounds of South KC Community Band, the unveiling of our Honor Bricks, food trucks and plenty of activities for the whole family. Connect with neighbors and fellow Raymore community members at the first night of our Festival of the Parks! Click here for more information.

Spirit of America, 7-10 p.m., Friday, June 27, at Recreation Park, 1011 S. Madison St. Live music from Mirage KC and activities start at 7 p.m. with food trucks and concessions available! Enjoy inflatables, games and a fireworks show at dusk. Bring some chairs and the family for a great evening in the park. Click here for more information.

RAYMORE
parks & recreation

FINANCE MONTHLY REPORT

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

May Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:
58.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 66.94% 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 at 98.04%. Staff expects thsi revenue source to come in at budget.
- Franchise Tax revenues are tracking slightly above straight line at 59.33%. 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 57.22%. City sales taxes are at 56.30% while state shared gasoline and vehicle taxes are at 59.72%.
- Fees and Permit revenues collected are tracking above straight line budget at 76.03%. There are 100 detached single family building permits issued out of the 128 budgeted starts. In addition, we have issued 10 commercial building permits.
- License revenues collected are tracking above straight line budget at 81.58%. 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 in June after the public hearing.
- Municipal Court revenues collected are below straight line budget at 43.16%. Staff will continue to monitor this revenue source closely throughout the year.
- Miscellaneous revenues are above straight line budget at 90.03% 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 63.89% 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 65.58% of budget 58.33% 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 55.97% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MAY 31ST, 2025

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
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PROPERTY TAXES	0.00	0.00	0.00	2,058,153.00	29,858.76	2,017,844.24	0.00	40,308.76	98.04
FRANCHISE TAXES	0.00	0.00	0.00	2,506,712.00	163,195.77	1,487,121.37	0.00	1,019,590.63	59.33
SALES TAXES	0.00	0.00	0.00	5,003,884.00	397,100.25	2,863,242.75	0.00	2,140,641.25	57.22
FEES AND PERMITS	0.00	0.00	0.00	709,396.00	214,513.89	539,362.68	0.00	170,033.32	76.03
LICENSES	0.00	0.00	0.00	136,742.00	4,376.00	111,560.50	0.00	25,181.50	81.58
MUNICIPAL COURT	0.00	0.00	0.00	346,752.00	21,867.75	149,645.09	0.00	197,106.91	43.16
MISCELLANEOUS	0.00	0.00	0.00	813,099.00	26,817.50	732,014.56	0.00	81,084.44	90.03
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,575,048.00	166,222.75	1,571,559.25	0.00	1,003,488.75	61.03
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	14,149,786.00	1,023,952.67	9,472,350.44	0.00	4,677,435.56	66.94
COVID-19									
TOTAL REVENUES	0.00	0.00	0.00	14,149,786.00	1,023,952.67	9,472,350.44	0.00	4,677,435.56	66.94
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	1,317,057.00	109,754.74	829,882.57	0.00	487,174.43	63.01
ADMINISTRATION	0.00	0.00	0.00	1,648,484.26	142,496.13	907,272.36	6,379.03	734,832.87	55.42
INFORMATION TECHNOLOGY	(990.00(	990.00)	0.00	984,015.96	51,771.21	513,089.42	26,345.48	444,581.06	54.82
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	190,494.00	12,098.73	101,024.67	690.00	88,779.33	53.40
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	962,878.80	76,349.58	536,533.29	828.72	425,516.79	55.81
ENGINEERING	0.00	0.00	0.00	547,877.68	34,353.60	233,545.04	1,395.35	312,937.29	42.88
STREETS	103,607.21	20,732.20	82,875.01	976,122.80	82,266.69	622,389.39	1,240.02	352,493.39	63.89
BUILDING & GROUNDS	0.00	0.00	0.00	412,153.72	31,766.28	208,499.70	6,677.56	196,976.46	52.21
STORMWATER	0.00	0.00	0.00	381,418.60	25,781.62	186,734.34	1,506.73	193,177.53	49.35
COURT	0.00	0.00	0.00	203,204.00	14,481.91	108,316.99	1,322.73	93,564.28	53.96
FINANCE	0.00	0.00	0.00	960,665.74	97,734.38	572,478.86	6,167.61	382,019.27	60.23
COMMUNICATIONS	0.00	0.00	0.00	349,099.00	19,695.93	174,465.61	16,637.82	157,995.57	54.74
PROSECUTING ATTORNEY	0.00	0.00	0.00	27,000.00	2,250.00	13,500.00	2,250.00	11,250.00	58.33
POLICE	0.00	0.00	0.00	5,898,783.82	417,195.24	3,159,519.07	16,099.25	2,723,165.50	53.84
EMERGENCY MANAGEMENT	0.00	0.00	0.00	154,839.12	12,037.08	85,845.46	1,303.57	67,690.09	56.28
TOTAL EXPENDITURES	102,617.21	19,742.20	82,875.01	15,014,094.50	1,130,033.12	8,253,096.77	88,843.87	6,672,153.86	55.56
REVENUES OVER/(UNDER) EXPENDITURES	(102,617.21)	19,742.20	(82,875.01)	(864,308.50)	(106,080.45)	1,219,253.67	(88,843.87)	(1,994,718.30)	130.79-

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MAY 31ST, 2025

25 -PARK 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
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PARKS DIVISION									
PROPERTY TAXES	0.00	0.00	0.00	545,894.00	8,033.68	542,748.07	0.00	3,145.93	99.42
MISCELLANEOUS	0.00	0.00	0.00	30,385.00	1,170.20	19,960.15	0.00	10,424.85	65.69
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,615.00	2,225.00	6,892.50	0.00	15,722.50	30.48
TRANSFERS - INTERFUND	0.00	0.00	0.00	850,000.00	54,166.66	579,166.62	0.00	270,833.38	68.14
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,448,894.00	65,595.54	1,148,767.34	0.00	300,126.66	79.29
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	50,000.00	10,430.50	13,593.50	0.00	36,406.50	27.19
FACILITY RENTAL REVENUE	0.00	0.00	0.00	26,420.00	125.00	6,314.75	0.00	20,105.25	23.90
PROGRAM REVENUE	0.00	0.00	0.00	338,975.00	6,832.00	156,591.50	0.00	182,383.50	46.20
TOTAL RECREATION DIVISION	0.00	0.00	0.00	415,395.00	17,387.50	176,499.75	0.00	238,895.25	42.49
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	71,175.00	7,265.00	55,174.64	0.00	16,000.36	77.52
PROGRAM REVENUE	0.00	0.00	0.00	15,250.00	230.00	3,940.00	0.00	11,310.00	25.84
TOTAL CENTERVIEW	0.00	0.00	0.00	86,425.00	7,495.00	59,114.64	0.00	27,310.36	68.40
RAYMORE ACTIVITY CENTER									
MISCELLANEOUS	0.00	0.00	0.00	6,000.00	827.00	5,870.00	0.00	130.00	97.83
CONCESSION REVENUE	0.00	0.00	0.00	4,400.00	763.00	3,819.50	0.00	580.50	86.81
FACILITY RENTAL REVENUE	0.00	0.00	0.00	43,250.00	3,240.00	22,402.50	0.00	20,847.50	51.80
PROGRAM REVENUE	0.00	0.00	0.00	262,775.00	17,441.00	70,274.50	0.00	192,500.50	26.74
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	316,425.00	22,271.00	102,366.50	0.00	214,058.50	32.35
TOTAL REVENUES	0.00	0.00	0.00	2,267,139.00	112,749.04	1,486,748.23	0.00	780,390.77	65.58
EXPENDITURE SUMMARY									
PARKS DIVISION	4,276.00	4,276.00	0.00	1,185,067.89	84,268.13	649,399.85	3,270.17	532,397.87	55.07
RECREATION DIVISION	0.00	0.00	0.00	402,907.50	61,458.46	223,565.04	4,513.82	174,828.64	56.61
CENTERVIEW	0.00	0.00	0.00	111,028.96	6,633.12	62,375.80	157.68	48,495.48	56.32
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	292,330.54	23,618.84	182,235.54	926.32	109,168.68	62.66
TOTAL EXPENDITURES	4,276.00	4,276.00	0.00	1,991,334.89	175,978.55	1,117,576.23	8,867.99	864,890.67	56.57
REVENUES OVER/(UNDER) EXPENDITURES	(4,276.00)	4,276.00	0.00	275,804.11	(63,229.51)	369,172.00	(8,867.99)	(84,499.90)	130.64

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: MAY 31ST, 2025

50 -ENTERPRISE 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
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	178,734.00	27,604.38	143,006.73	(600.00)	36,327.27	79.68
UTILITY REVENUE	0.00	0.00	0.00	11,145,395.00	877,313.25	6,195,230.64	0.00	4,950,164.36	55.59
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	11,324,129.00	904,917.63	6,338,237.37	(600.00)	4,986,491.63	55.97
COVID-19									
SRF SEWER BONDS									
TOTAL REVENUES	0.00	0.00	0.00	11,324,129.00	904,917.63	6,338,237.37	(600.00)	4,986,491.63	55.97
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	750,000.00	62,500.00	437,500.00	0.00	312,500.00	58.33
WATER	8,022.66	8,022.66	0.00	4,477,053.34	376,161.87	2,070,810.61	22,096.55	2,384,146.18	46.75
SEWER	12,553.07	12,553.07	0.00	4,679,397.34	260,820.77	2,250,374.74	24,871.66	2,404,150.94	48.62
SOLID WASTE	0.00	0.00	0.00	2,183,409.00	167,850.77	1,004,216.10	0.00	1,179,192.90	45.99
TOTAL EXPENDITURES	20,575.73	20,575.73	0.00	12,089,859.68	867,333.41	5,762,901.45	46,968.21	6,279,990.02	48.06
REVENUES OVER/(UNDER) EXPENDITURES	(20,575.73)	20,575.73	0.00	(765,730.68)	37,584.22	575,335.92	(47,568.21)	(1,293,498.39)	68.92-

Investment Monthly Report

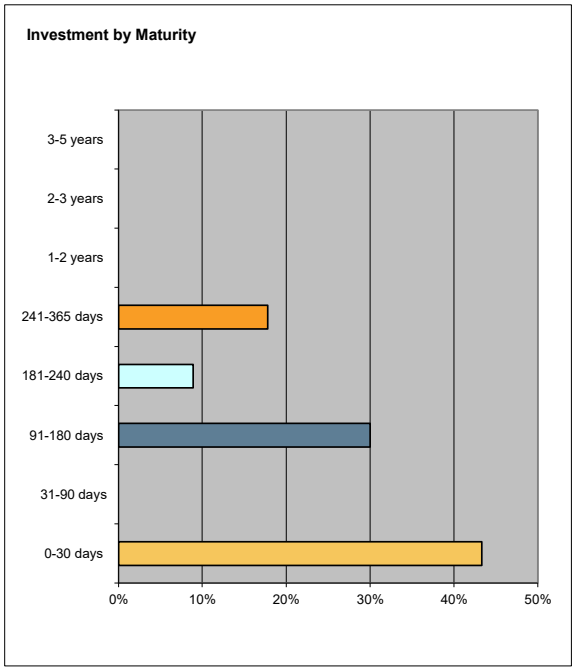
Investments Held at 05/31/2025

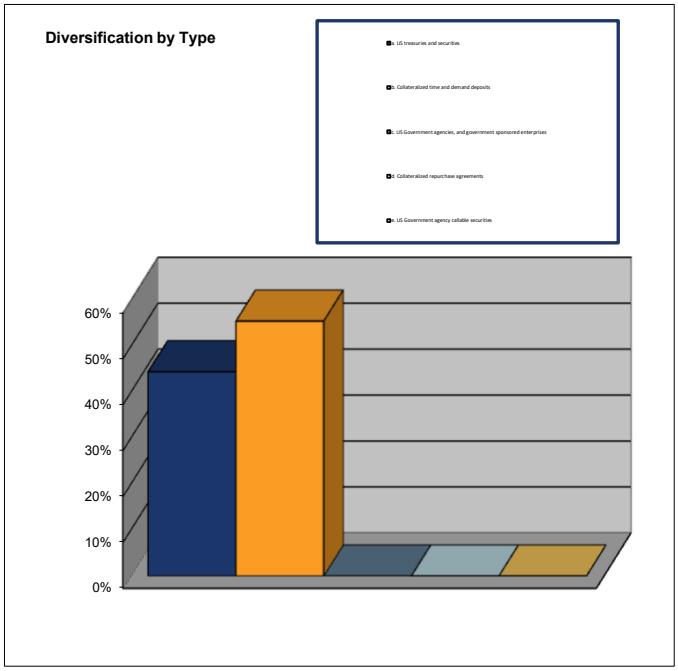
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/23/24	296025548	CBR	US TREASURY NOTE		12/31/25	4,001,093.75	4,000,000.00	4.2210	4,001,093.75	1,093.75
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	4,734,394.10	4,734,394.10	4.1600	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	NASB 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





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:

May 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)	$5,612.73	$4,718.17	09/30/25
State & Community Hwy. Safety Grant - HMV (Oct. 2024 - Sept. 2025)	MoDOT (Traffic & Hwy. Safety Division)	$15,379 (no match)	$4,099.30	$2,706.00	09/30/25
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	$5,398 (50% match)	$4,353.00	$3,627.50	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2025 July 2024 - June 2025)	FEMA	$34,171.57 (50% match)	$26,556.27	$26,556.27	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 Reqd.	*Eligible* Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JUNE 9, 2025, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

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

2. Roll Call

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

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

Dan Wilson, 115 E. Foxwood Dr., discussed the sale of flowers at his home and sign regulations.

6. Staff Reports

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

City Clerk Erica Hill provided a review of the staff report included in the Council packet reviewing the annual permits for the sale of fireworks.

City Manager Jim Feuerborn announced that Finance Director Elisa Williams is the recipient of the 2025 Government Finance Officers Association's Excellence in Government Award. He announced items for the June 16 work session. He answered questions from Council.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, May 12, 2025
B. Resolution 25-03: Park Trails Replacement - Acceptance and Final Payment
C. Resolution 25-20: Operations Haul Off Project - Acceptance and Final Payment

D. Resolution 25-21: Washington Street Water Main - Acceptance and Final Payment

E. Appointment to the Arts Commission

1. **Resolution 25-24: Appointment of Mary Dunton-Simon to Arts Commission**

F. Appointments to the License Tax Review Committee

1. **Resolution 25-25: Appointment of Sonja Abdelgawad to License Tax Review Committee**
2. **Resolution 25-26: Reappointment of Elisa Williams to License Tax Review Committee**
3. **Resolution 25-27: Reappointment of Gib Good to License Tax Review Committee**
4. **Resolution 25-28: Reappointment of Kerrie O'Connor to License Tax Review Committee**
5. **Resolution 25-29: Reappointment of Jack Hopkins to License Tax Review Committee**

G. Appointments to the Parks and Recreation Board

1. **Resolution 25-30: Appointment of Regena Harrison to the Park Board**
2. **Resolution 23-31: Reappointment of Daniel Mapes to the Park Board**
3. **Resolution 25-32: Reappointment of Mike VanAken to the Park Board**

H. Appointments to the Planning and Zoning Commission

1. **Resolution 25-33: Appointment of Reginald Townsend to the Planning and Zoning Commission**
2. **Resolution 25-34: Appointment of Michelle Parker to the Planning and Zoning Commission**

Councilmember Mills requested to remove Resolution 25-33 and move to New Business for consideration.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the Consent Agenda as presented except for Item H. 1. Resolution 25-33.

DISCUSSION: None

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

9. Unfinished Business

A. Hibner Acres Lot 1-B Rezoning C-2 to C-2P

BILL 3969: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "C-2P" GENERAL COMMERCIAL PLANNED DISTRICT FOR A PROPERTY DESCRIBED AS HIBNER ACRES, LOT 1-B, A TRACT OF LAND LOCATED IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3969 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 3969 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 3969 as **Raymore City Ordinance 2025-032.**

B. Timber Ridge Final Plat

BILL 3968: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE TIMBER RIDGE FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3698 by title only.

DISCUSSION: Councilmember Baker asked if a representative for the project was in attendance. Development Services Director David Gress stated Mr. Siebert was on his way, however, was not present yet.

Councilmember Baker noted UDC 450.080 regarding stormwater treatment plan requirements and asked if there was a plan on file for this project. Mr. Gress stated that would have been approved with the preliminary plat and rezoning application, adding that we review those for compliance at the final plat stage.

Councilmember Baker then noted UDC 445.030 regarding subdivision adjacency standards and asked about the proposed landscape buffer, swale, and yard matching. Mr. Gress stated subdivision adjacency kicks in when the lot dimensions

of the adjacent lot are different to an extent; staff reviewed those and requested the table of lot sizes at the preliminary plat to determine which element of screening would be most appropriate. The developer did choose screening without a berm along that eastern property line. There are screening requirements that are in the form of landscaping there also has to be a Type A screen along that property line because of the abutting zoning classifications so with the addition of the swale which will have somewhat of a berm the landscaping shouldn't be impacted all that much as the swale is a bit off of the property line which provides enough room for the trees to be established. Staff did review that for compliance based on the addition of the swale and found no issues.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 3968 by title only.

MOTION: By Councilmember Baker, second by Councilmember Mills, to postpone Bill 3968 until such time as a stormwater management plan has been published for public review and made available for examination by the members of this Council, with the condition that such release occurs within the next 90 days.

Mayor Turnbow asked City Attorney Jonathan Zerr if the motion to postpone allows for discussion. Mr. Zerr and City Manager Jim Feuerborn responded that they view it as a tabling motion as it does not include a date to bring the item back for consideration, so there would be no discussion.

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

The motion to postpone Bill 3968 failed.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3969 as **Raymore City Ordinance 2025-033.**

10. New Business

A. <u>Planning and Zoning Commission Appointment - Townsend</u>

Resolution 25-25: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE RAYMORE LICENSE TAX REVIEW COMMITTEE."

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve Resolution 25-33 by title only.

DISCUSSION: Councilmember Mills stated the voters have twice rejected Mr. Townsend as their representative in Ward 1. He noted other citizens have submitted applications to volunteer on the Planning and Zoning Commission.

Councilmember Baker concurred with Councilmember Mills. He added that with Mr. Townsend's time on Council, he might have developed relationships with developers and that this is a time to move away from that and consider someone that has not been part of Raymore's government.

Mayor Turnbow stated he disagreed with Councilmembers Mills and Baker. He recapped a couple of other applications that were submitted, noting that one would be a better fit for the Park Board.

Councilmember Abdelgawad also disagreed with Councilmembers Mills and Baker. She stated Mr. Townsend was voted in multiple times by voters in Ward 1 and appointments should be the people who are most qualified. She added that although it is good for new people to be appointed for new ideas and opinions, she feels Mr. Townsend's expertise and prior knowledge of City processes would be a benefit to the Planning and Zoning Commission. She feels having people on Boards and Commission who have been involved a while adds a valuable piece of history to conversations.

Councilmember Holman stated that the notion that he was rejected by the voters is moot as appointments are not elected positions and are made by the Mayor at the advice and consent of the Council. He reviewed the number of registered voters in Ward 1 and the number that voted in the April election, noting that only 5.5% voted. He provided a detailed review of Mr. Townsend's resume, accomplishments, and accolades.

Councilmember Mills stated that in talking to voters in Ward 1 their main complaint of Mr. Townsend was related to zoning issues.

Mayor Turnbow spoke to Mr. Townsend's credentials and integrity.

Councilmember Barber disagrees with Councilmembers Mills and Baker and noted this is the Mayor's appointment.

Councilmember Baker stated the Council owes to constituents to have discussions about credentials for appointments.

Mayor Turnbow stated he looked at all applications and feels Mr. Townsend is the best qualified volunteer for this appointment.

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

B. <u>Award of Contract - Lake and Pond Management</u>

BILL 3964: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOLITUDE LAKE MANAGEMENT, LLC TO PROVIDE POND AND LAKE MANAGEMENT SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3964 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the council packet. The Parks & Recreation Department maintains Recreation Park Pond and Johnston Lake. This contract manages the chemical treatment at both locations, including the fountain maintenance at Recreation Park Pond and light trash maintenance at Johnston Lake. In addition, the selected vendor will work with the Missouri Department of Conservation on the biological well-being of the fish to ensure safe and free recreational fishing in the City and provide maintenance for the fountain at Johnston Lake. The contract is a one-year contract with the option to renew for two additional one-year terms. Staff sent out a request for proposals for these services and received two proposals, both qualified as complete proposals. Solitude Lake Management was found to be the lowest, best proposal.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 3964 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. <u>Award of Contract - Broadmoor and Grandshire Drainage Improvements</u>

BILL 3965: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE BROADMOOR AND GRANDSHIRE DRAINAGE IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 25-473-201, IN THE AMOUNT OF $139,928 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3965 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the council packet. This project will install 1,200 feet of 6 inch underdrain along the back of the curb. Included in this will be the removal and replacement of some driveway approaches and tying into existing storm inlets with the underdrain. The City received three bids on April 24, 2025. Breit Construction was determined to be the lowest and best bidder. Staff recommends the contract for the Broadmoor/Grandshire Drainage Improvements Project be awarded to Breit Construction in the amount of $139,928.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 3965 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. <u>Award of Contract - Park Trails Replacement Phase II - Roadside Trails</u>

BILL 3966: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION FOR THE PARK TRAILS REPLACEMENT PHASE II - ROADSIDE TRAILS PROJECT, CITY PROJECT NUMBER 25-449-200, IN THE AMOUNT OF $903,074 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3966 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the council packet. This project consists of trail removal and replacement in several locations in the City's linear parks and various street right-of-ways. The City received five bids on April 23, 2025. Terry Snelling Construction was determined to be the lowest and best bidder. Staff recommends the contract for the Park Trails Replacement Phase II - Roadside Trails Project be awarded to Terry Snelling Construction in the amount of $903,074. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 3966 by title only.

DISCUSSION: Councilmember Abdelgawad is grateful for the ability to upgrade and expand the trail system.

Councilmember Mills agreed with Councilmember Abdelgawad and noted he read an article recently ranking trails in the metropolitan area and Hawk Ridge Park trails were ranked third.

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. <u>Award of Contract - Outdoor Video Display Signs</u>

BILL 3970: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HEARTLAND SIGN AND LIGHTING TO PROVIDE OUTDOOR VIDEO SIGN SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3970 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the council packet. Funded by the City Council in 2022, staff identified locations for three large marquee video display signs and coordinated the installation of the signs in conjunction with improvement projects scheduled in the capital improvement program. The locations include a new entrance sign at Recreation Park near the round-a-bout scheduled to be installed at the conclusion of the Raymore Activity Center expansion project, a new sign to be included in the design of the Hawk Ridge Park plaza project currently underway, and the final sign to replace the Municipal Center sign for City Hall at Skyline Drive and 58 Highway. The

project scope of work includes: development of designs for consideration and budgeting purposes, equipment specifications and selection, design and structural engineering, and cost estimates for purchase and installation. The Parks and Recreation Board has reviewed the locations and incorporated the signs into their capital projects. The Board will review designs and final plans for the signs associated with the park locations.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 3970 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

F. <u>Watermark New Lender Refinancing Agreement</u>

BILL 3971: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING CERTAIN DOCUMENTS RELATED TO THE CITY'S TAXABLE REVENUE BONDS (WATERMARK PROJECT), SERIES 2022."

City Clerk Erica Hill conducted the first reading of Bill 3971 by title only.

Economic Development Director Jordan Lea reviewed the staff report included in the council packet. Approval of this request would allow for the refinancing of the Watermark (The Depot) Project.

Dave Martin, Gilmore & Bell, noted he has reviewed the request and the documents. Originally supported by Chapter 100 Taxable Revenue Bonds (Series 2022), the project is now transitioning those bonds to a new lender. TTRES MO Raymore Dean Ave, LLC, the project's developer, is entering into new loan agreements with updated financial partners, including BREDIF CO SELLER LLC and SBNP SIA IV CO SELLER LLC, with Barings LLC as administrative agent. As part of the transaction, the developer is requesting consent for the reassignment of its rights under the bonds. Approval supports the financial restructuring of the project while maintaining oversight and compliance with prior agreements.

Councilmember Baker asked if this extends the timeline of the Chapter 100 and if the City has any monetary requirements. Mr. Martin stated that this has no effect on the Chapter 100 and the City has no fees in this transaction.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 3971 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

G. <u>Madison Valley 5th Final Plat</u>

BILL 3973: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 5TH 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 3973 by title only.

Development Services Director David Gress reviewed the staff report included in the council packet. Bryan Rahn, representing Blue Springs Safety Storage South/Ward Development and Country Club Homes, is requesting approval of the Madison Valley 5th Final Plat. The request includes 46 new single-family lots located north of Heritage Drive. The Madison Valley Preliminary Plat was approved by the Council on December 20, 2021, which included 154 lots to be developed over five phases. The subject property includes the last unplatted section of the development. The Planning and Zoning Commission reviewed this request at their May 6, 2025, meeting and voted 7-0 to recommend approval of the final plat to the City Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 3973 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

H. <u>2025 MARC Regional Multi-Hazard Mitigation Plan</u>

RESOLUTION 25-23: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ADOPTING THE MID-AMERICA REGIONAL COUNCIL'S REGIONAL MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN."

City Clerk Erica Hill conducted the reading of Resolution 25-23 by title only.

Emergency Management Director Tim Baldwin reviewed the staff report included in the council packet. Every five years the Mid-America Regional Council (MARC) undergoes a process of updating and revising the regional hazard mitigation plan. Part of this process invites local jurisdictions to identify a few of the larger hazards facing their communities, as well as a few ongoing mitigation actions that the jurisdiction plans to focus on in the future. Following the completion of these updates, MARC requests adoption of the updated plan by all jurisdictions within the region before submitting it to FEMA for final approval.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the reading of Resolution 25-23 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

I. <u>Budget Amendment - Trash, Recycling, and Yard Waste Fees</u>

BILL 3974: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2025 BUDGET AND UPDATING THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3974 by title only.

Assistant City Manager Ryan Murdock reviewed the staff report included in the council packet. As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. The current Consumer Price Index (CPI) for trash services is 5.1%. Constable is requesting a 3% increase for trash and recycling services. This equates to a $0.47 increase in trash collection rates and a $0.17 increase in recycling rates. He noted that with this increase Raymore's rates remain the best in the region.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 3974 by title only.

DISCUSSION: Councilmember Abdelgawad thanked Constable for their continued work with the City.

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

J. <u>Amending City Code Section 105.030 Declaration of Candidacy - Dates for Filing</u>

BILL 3972: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 105.030 OF THE RAYMORE CITY CODE."

City Clerk Erica Hill conducted the first reading of Bill 3972 by title only.

City Manager Jim Feuerborn reviewed the staff report included in the council packet. In 2021, RSMo 115.127(5) was amended to change the period for filing a declaration of candidacy for an elected office to the seventeenth Tuesday prior to the April election through the fourteenth Tuesday prior to the April election. As the City of Raymore's filing period is set by city code and we are a Charter City, the City was not required to make this change. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 3972 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

K. <u>Amendment to Correct Scrivener's Error to Ordinance 2025-004</u>

City Manager Jim Feuerborn and City Attorney Jonathan Zerr stated the City was contacted by the Department of Revenue (DoR) regarding the submission of

documents from the Public Safety Sales Tax. The section of RSMo authorizing the tax contained a scrivener's error. An amended Ordinance can be submitted to the DoR to satisfy their requirements.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to authorizing staff to amend Ordinance 2025-004 to correct the scrivener's errors identified by MODoR located in the first and third recitals and Section 8 by removing "Section 92.500 RSMo" from the same and replacing them with "Section 94.510 RSMo", to redact the superfluous term "pursuant to Section 92.500 RSMo" from the ballot language in Section 2, and further instructing staff to forward the same, along with correspondence from the City Attorney, to the Missouri Department of Revenue identifying such alterations.

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

Reginald Townsend, 1914 Sequoia Dr., apologized to the Council, Mayor, and staff for having to witness the conversation regarding his appointment to the Planning and Zoning Commission.

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Finance Director Elisa Williams, noted Raymore's fireworks display will be June 27, stated that their actions and conversations on the dias are for the justice of their constituents, noted the success of Hawk Ridge Park, congratulated the Raymore Chamber of Commerce on their successful gala, thanked Mr. Wilson for his appearance before Council, welcomed Ate1Six BBQ to Raymore, thanked Mayor Turnbow for the appointments, thanked and welcomed the volunteers that were appointed and reappointed, thanked staff for the street resurfacing projects, and reminded fellow Council members to continue learning and educating constituents.

Mayor Turnbow reviewed the new appointments to boards and commissions this evening.

13. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore City Council adjourned at 7:27 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 25-35

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF RIDGEVIEW ESTATES."

WHEREAS, the Public Works Director has determined that the project has been satisfactorily completed in accordance with the project specifications; and,

WHEREAS, the Public Works Director and Development Services Director have visually inspected the site and found it to be in compliance with City of Raymore Code Requirements.

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

Section 1. The Public Improvements for Ridgeview Estates are accepted.

Section 2. This Resolution shall become effective on and after the date of passage.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 23RD DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RESOLUTION 25-36

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE SIDEWALK REPLACEMENT PROJECT NUMBER 24-458-201."

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

WHEREAS, the Public Works Director 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. Sidewalk Replacement Project is accepted.

Section 2. The final payment in the amount of $15,342.69 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 23RD DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/9/2025
SUBMITTED BY: Nathan Musteen DEPARTMENT: Parks and Recreation
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Lake and Pond Management (pg 40)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:	Solitude Lake Management
Amount of Request/Contract:	$29,088.00
Amount Budgeted:	$32,000.00
Funding Source/Account:	25-25-7300-1250 / 46-00-7320-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/1/2025	6/30/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	April 22, 2025
Action/Vote:	8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3964
2. Contract
3. Solitude Proposal

BACKGROUND / JUSTIFICATION

The Parks & Recreation Department maintains Recreation Park Pond and Johnston Lake. This contract manages the chemical treatment at both locations, including the fountain maintenance at Recreation Park Pond and light trash maintenance at Johnston Lake. In

addition, the selected vendor will work with the Missouri Department of Conservation on the biological well-being of the fish to ensure safe and free recreational fishing in the City and provide maintenance for the fountain at Johnston Lake.

The contract is a one-year contract with the option to renew for two additional one-year terms. Staff sent out a request for proposal for these services and received two proposals, both qualified as complete proposals:

Aquatic Control LLC
Solitude Lake Management

Solitude Lake Management was found to be the lowest, best proposal.

BILL 3964 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOLITUDE LAKE MANAGEMENT, LLC TO PROVIDE POND AND LAKE MANAGEMENT SERVICES."

WHEREAS, the Parks and Recreation Department manages Recreation Park Pond and Johnston Lake at Hawk Ridge Park; and,

WHEREAS, staff publicly advertised for pond and lake management services; and,

WHEREAS, staff reviewed the proposals submitted and found that Solitude Lake Management LLC was the lowest and 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 directed and authorized to enter into a guaranteed pricing contract with Solitude Lake Management LLC for pond and lake management services in the amount of $29,088.00 per year.

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 9TH DAY OF JUNE, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
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CONTRACT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Lake & Pond Management

Agreement made this 23rd day of June, 2025, between Solitude Lake Management, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1725 Gravois Road, High Ridge, MO 63049, 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 June 24, 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 # 25-010 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 # 25-010 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 Lake and Pond Management services as prescribed in the RFP document. This contract is for services provided in a one year period beginning July 1, 2025 and ending June 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 lake and pond management of Recreation Pond and Johnston Lake based on guaranteed pricing listed below and provided in the Request for Proposal response submitted by the contractor and attached as Appendix A,

Recreation Park Pond (1011 South Madison) 1.21 Acres

Service	Description	Per Month	Total Applications	Total
Pond Algae Control	two times per month (March - November)	$ 100	9	$ 900
Pond Algae Control	one time per month (December - February)	$ 92	3	$ 276
Aquatic Weed Control	two times per month (March - November)	$ 100	9	$ 900
Aquatic Weed Control	one time per month (December - February)	$ 92	3	$ 276
Shoreline Weed Control	two times per month (March - November)	$ 100	9	$ 900
Shoreline Weed Control	one time per month (December - February)	$ 92	3	$ 276
Biological Augmentation	As described in the scope of work	$ 112	6	$ 672
Pond Dye	As described in the scope of work	$ 36	12	$ 432
Fountain Maintenance Service	As described in the scope of work	$ 78.66	9	$ 708

$5,340.00 - *12 Month Total*

Johnston Lake (701 Johnston Parkway) 13.5 Acres

Service	Description	Per Month	Total Applications	Total
Lake Algae Control	two times per month (March - November)	$1,047	9	$9,423
Lake Algae Control	one time per month (December - February)	$1,047	3	$3,141
Monthly Trash Removal	As described in the scope of work	$723	12	$8,676
Six Month Trash Removal	As described in the scope of work	$1,254	2	$2,508

$23,748.00 - *12 Month Total*

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)

Solitude Lake Management, LLC
Company Name

By: _____

Title: Business Manager 06/03/2025

Attest: _____

(SEAL)

SOLITUDE LAKE MANAGEMENT, LLC
LIMITED LIABILITY COMPANY
SEAL
2015
VIRGINIA

APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION/DESCRIPTION OF SERVICES:

The City of Raymore would like to contract our lake and pond management program. Recreation Park Pond and Johnston Lake are included in this program:

Recreation Park Pond located at 1011 S Madison St	1.21 Acres
Johnston Lake at Hawk Ridge Park at 701 Johnston Parkway	13.5 Acres

2. ANTICIPATED SCOPE OF SERVICES:

The following scope of work is a guide for the services desired at each location specifically.

RECREATION PARK POND

Pond Algae Control:

1. Rec Park Pond will be inspected on a ***two (2) times per month*** basis during the months of ***March through November***, and on a ***one (1)***

time per month basis during the months of ***December through February***.

2. Any algae found in the Rec Park Pond with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Aquatic Weed Control:

1. Rec Park Pond will be inspected on a ***two (2) times per month*** basis during the months of ***March through November***, and on a ***one (1) time per month*** basis during the months of ***December through February***.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species.
4. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a ***two (2) times per month*** basis during the months of ***March through November***, and on a ***one (1) time per month*** basis during the months of ***December through February***.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond area shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Biological Augmentation:

1. Rec Park Pond will be inoculated with a combination of Beneficial Aerobic Bacteria, Enzymes, and other microbial or natural nutrient binding and limiting products as required for the proper maintenance of the pond(s) once the sustained water temperature reaches approximately 55 degrees.
2. Rec Park Pond will receive maintenance rate applications of Beneficial Aerobic Bacteria, Enzymes, and other microbial products throughout the contract period, or until such time as the sustained water temperature drops below 50 degrees.
3. Application of Beneficial Aerobic Bacteria, Enzymes, and other microbial products are made for the purpose of metabolizing excess nutrients in the water and digesting organic matter and bottom sludge, thus removing the primary cause of algae and preventing future algae growth.
4. Reduction in the amount of organic matter and bottom sludge in the pond will also help to extend the overall life of the pond and reduce the amount of maintenance dredging required to maintain the functionality of the pond.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on a ***one (1) time per month*** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

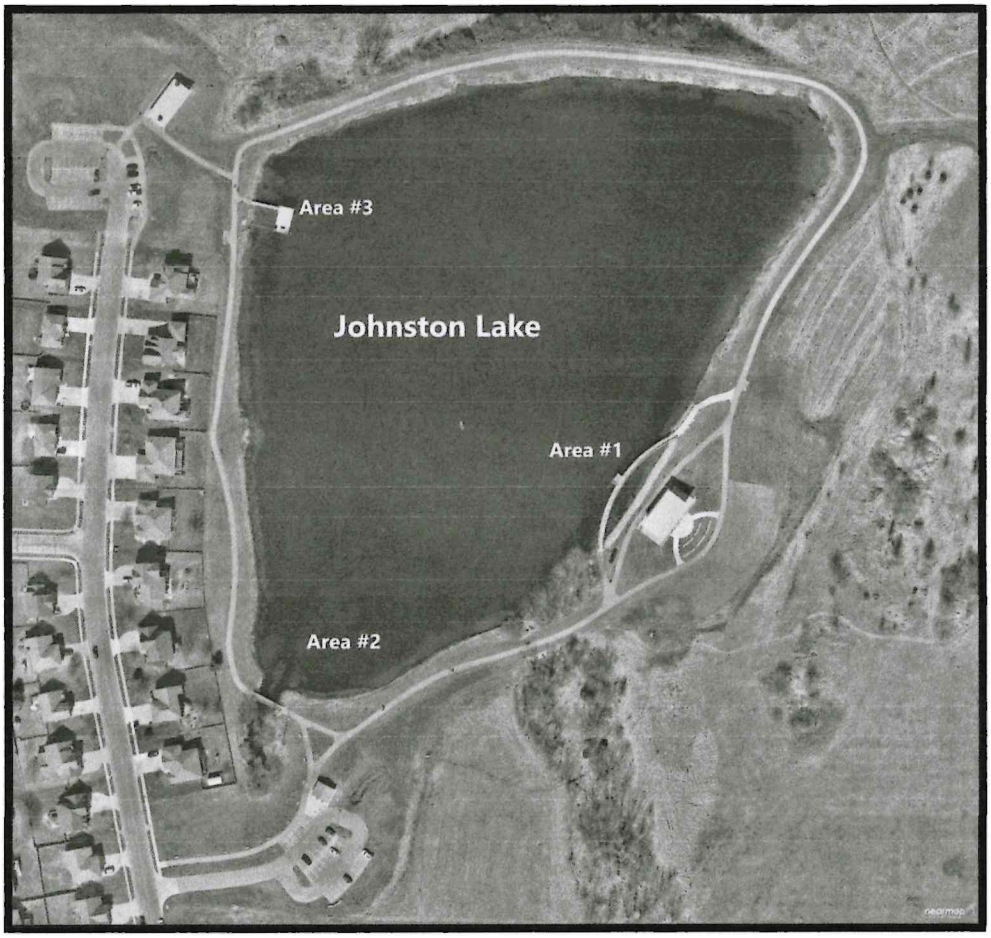
Fountain Maintenance Service:

1. Company will service the fountain on a ***one (1) time per month basis*** during the months of ***March through November*** on a once per month basis as follows:
    - Perform Amp test on the motor to verify appropriate amp load.
    - Check incoming and outgoing Voltage.
    - Test Motor GFCI Protection Breaker.
    - Test Contactor (starter).
    - Test motor overload protection to make sure it is set and functioning properly.
    - Check fuses.
    - Make sure all wires, breakers, and other electronic parts are securely attached
    - Check timer and set as needed.
    - Test Lighting GFCI breaker in the control panel to make sure it is

operating properly. Check lighting timer and set as needed.

2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
    - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
    - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
    - Inspect propeller or impeller *(depending on what type unit)* and diffuser plate *(if present)* to make sure they are tightly attached and not bent or damaged in any way.
    - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
    - Clean all lighting lens covers.
    - Check each light and replace lamps that have burnt out.
    - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

JOHNSTON LAKE



Lake Algae Control:

1. Johnston Lake will be inspected on a ***two (2) times per month*** basis during the months of ***March through November***, and on a ***one (1) time per month*** basis during the months of ***December through February***.
2. Any algae found in the Johnston Lake with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Monthly Trash Removal:

1. Trash and light debris will be removed from Johnston Lake with each service and disposed off site.
    a. Any large item or debris that is not easily and reasonably

removable by one person during the routine visit will be removed with the Customer's approval for an additional fee.

b. Routine trash and debris removal services are for the Johnston Lake area only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
c. Public access areas 1, 2 and 3 should be maintained at the highest level. Expectations include no visible trash/debris upon each monthly inspection.
    1. Amphitheater / Boardwalk area
    2. Pedestrian Bridge and south shoreline
    3. Fishing Dock and west parking lot shoreline

Six Month Trash Removal:

1. Every 6 months (April and October) an extensive lake trash/debris service will be conducted extending out approximately 30ft from the shoreline or public access areas.
    d. Coordination with the Parks Department on date of service is expected to avoid any conflicts of events or programming at Hawk Ridge Park.

Other Services:

1. Pond Dye will not be applied in Johnston Lake
2. Fountain maintenance at Johnston Lake is maintained through separate services and not affiliated with this contract.
3. Other application services not listed in Johnston Lake scope of work but utilized at Recreation Park Pond are contracted through the Missouri Department of Conservation.

GENERAL REQUIREMENTS

Service Reporting:

1. Company will provide a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state of Missouri
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state of Missouri.
3. Company is a SePRO Preferred Applicator and dedicated Steward of

Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Community Assistance Program - MO Department of Conservation:

Both Recreation Park Pond and Johnston Lake are part of the Missouri Department of Conservation's Community Assistance Program and are monitored and regularly stocked for free public fishing and recreational access. Some services are maintained through the CAPS agreement. The Selected contractor will be required to cooperate with the Missouri Department of Conservation on the management of both Recreation Park Pond and Johnston Lake.

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 Lake & Pond Management services as prescribed in the RFP document. This contract is for services beginning June 1, 2025 and ending May 31, 2026. This term shall automatically extend for two additional one-year (12 month) 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 warrantees 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.

PROPOSAL FORM A
RFP 25-010

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Trina L. Duncan having authority to act on behalf of (Company name) SOLitude Lake Management, LLC do hereby acknowledge that (Company name) SOLitude Lake Management, LLC 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: SOLitude Lake Management, LLC

ADDRESS: 1725 Gravois Road
Street

ADDRESS: High Ridge | Missouri | 63049
City | State | Zip

PHONE: (636) 288-0366

E-MAIL: JBonzani@solitudelake.com

DATE: 03/13/2025
(Month-Day-Year)

North America General Counsel & Secretary
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 Entethe Cityise)
____ WBE (Women Owned Entethe Cityise)
____ Small Business

PROPOSAL FORM B
RFP 25-010

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 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 possesses 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 25-010

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 Clayton
ADDRESS	10 N. Bemiston, Clayton, MO 63105
CONTACT PERSON	Justin Whipple
CONTACT EMAIL	jwhipple@claytonmo.gov
TELEPHONE NUMBER	(314) 290-8554
PROJECT, AMOUNT AND DATE COMPLETED	Annual maintenance for 1 pond, 2019-present, $4,723.0

COMPANY NAME	Forest Park
ADDRESS	5595 Grand Drive, St. Louis, MO 6311
CONTACT PERSON	Justin Schmitt
CONTACT EMAIL	jschmitt@forestparkforever.org
TELEPHONE NUMBER	(314) 319-1763
PROJECT, AMOUNT AND DATE COMPLETED	Annual maintenance for 50 acres of water, 2019-present, $68,054.00

COMPANY NAME	Raintree HOA
ADDRESS	825 SW Raintree Drive, Lee's Summit, MO 6408:
CONTACT PERSON	Josh Cresswell
CONTACT EMAIL	jcresswell@rlpoa.com
TELEPHONE NUMBER	(816) 537-7576
PROJECT, AMOUNT AND DATE COMPLETED	Annual maintenance for 9 ponds, 2018-present, $11,260.(

COMPANY NAME	City of St. Joseph
ADDRESS	1100 Frederick Ave, St. Joseph, MO 6450
CONTACT PERSON	Chuck Kempf
CONTACT EMAIL	ckempf@stjosephmo.gov
TELEPHONE NUMBER	(816) 271-5517
PROJECT, AMOUNT AND DATE COMPLETED	Annual maintenance for 2 ponds (Corby and Krug) 2023-present, $13,333.00

COMPANY NAME	Creekmoor POA
ADDRESS	802 Creekmoor Pond Lane, Raymore, MO 6408
CONTACT PERSON	Tim Nielsen
CONTACT EMAIL	t.nielsen@creekmoorpoa.com
TELEPHONE NUMBER	(816) 935-0732
PROJECT, AMOUNT AND DATE COMPLETED	Annual maintenance for 2 ponds, 2021-present, $4,544.0

State the number of Years in Business: 26 years

State the current number of personnel on staff: 500

PROPOSAL FORM D
RFP 25-010

Proposal of SOLitude Lake Management, LLC, organized and
(Company Name)
existing under the laws of the State of Virginia, doing business

as SOLitude Lake Management, LLC (*) Limited Liability Company

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 25-010– Pond and Lake Maintenance.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0, 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. 25-010

Lake and Pond Management

Recreation Park Pond (1011 South Madison) 1.21 Acres

Service	Description	Unit Price	Price per Month
Pond Algae Control	two times per month (March - November)	$900.00	$100.00
Pond Algae Control	one time per month (December - February)	$276.00	$92.00
Aquatic Weed Control	two times per month (March - November)	$900.00	$100.00
Aquatic Weed Control	one time per month (December - February)	$276.00	$92.00
Shoreline Weed Control	two times per month (March - November)	$900.00	$100.00
Shoreline Weed Control	one time per month (December - February)	$276.00	$92.00
Biological Augmentation	As described in the scope of work	$672.00	$112.00
Pond Dye	As described in the scope of work	$432.00	$36.00
Fountain Maintenance Service	As described in the scope of work	$708.00	$78.66

$5,340.00 ***12 Month Total***

Johnston Lake (701 Johnston Parkway) 13.5 Acres

Service	Description	Unit Price	Price per Month
Lake Algae Control	two times per month (March - November)	$9,423.00	$1,047.00
Lake Algae Control	one time per month (December - February)	$3,141.00	$1,047.00
Monthly Trash Removal	As described in the scope of work	$8,676.00	$723.00
Six Month Trash Removal	As described in the scope of work	$2,508.00	$1,254.00 (April and Octol

$23,748.00 ***12 Month Total***

BID PROPOSAL FORM E – RFP 25-010
CONTINUED

City of Raymore
Lake & Pond Management
Bid Summary

Company Name SOLitude Lake Management, LLC

Total of both addresses for Project Number: 25-010

12 Month Contract Total: $ 29,088.00

$ 29,088.00
In the blank above insert numbers for the sum of the bid.

($ Twenty-nine thousand eighty-eight dollars and zero cents)
In the blank above write out the sum of the bid.

BID PROPOSAL FORM E – RFP 25-010
CONTINUED

Company Name SOLitude Lake Management, LLC

By _____
Authorized Person's Signature

William McAllister, North America General Counsel & Secretary
Print or type name and title of signer

Company Address _____

1725 Gravois Road

High Ridge, MO 63049

Phone (636) 288-0366

Fax _____

Email jbonzani@solitudelake.com

Date 3/27/2025

ADDENDA
Bidder acknowledges receipt of the following addendum:

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

LATE BIDS CANNOT BE ACCEPTED!

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

Name/Contractor: SOLitude Lake Management, LLC

Company: SOLitude Lake Management, LLC

Address: 1725 Gravois Road, High Ridge, MO 63049

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 #25-010.
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.

SOLitude Lake Management, LLC
Company Name

Signature

Name: William McAllister

Title: North America General Counsel & Secretary

STATE OF Pennsylvania COUNTY OF Berks

Subscribed and sworn to before me this 13 day of March, 2025.

Notary Public:

My Commission Expires: Nov 14 2027 Commission #

Commonwealth of Pennsylvania- Notary Seal
Kathleen Archer, Notary Public
Berks County
My Commission expires November 14, 2027
Commission number 1237525
Member, Pennsylvania Association of Notaries

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.

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Rentokil North America, Incorporated	
Name (Please Type or Print) Anthony Brown	Title
Signature Electronically Signed	Date 11/06/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/13/2020

Company ID Number: 1605759

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Rentokil North America, Incorporated
Company Facility Address	1125 Berkshire Blvd. Suite 150 Reading, PA 19610
Company Alternate Address	
County or Parish	BERKS
Employer Identification Number	231568350
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	448

Company ID Number: 1605759

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	3 site(s)
ARKANSAS	8 site(s)
ARIZONA	7 site(s)
CALIFORNIA	42 site(s)
COLORADO	10 site(s)
CONNECTICUT	3 site(s)
DELAWARE	4 site(s)
FLORIDA	68 site(s)
GEORGIA	29 site(s)
HAWAII	1 site(s)
IOWA	4 site(s)
IDAHO	4 site(s)
ILLINOIS	15 site(s)
INDIANA	4 site(s)
KANSAS	1 site(s)
KENTUCKY	2 site(s)
LOUISIANA	18 site(s)
MASSACHUSETTS	7 site(s)
MARYLAND	8 site(s)
MAINE	4 site(s)
MICHIGAN	12 site(s)
MINNESOTA	1 site(s)
MISSOURI	8 site(s)
MISSISSIPPI	6 site(s)
NORTH CAROLINA	16 site(s)
NEBRASKA	6 site(s)
NEW JERSEY	11 site(s)
NEW MEXICO	2 site(s)
NEVADA	4 site(s)
NEW YORK	13 site(s)
OHIO	9 site(s)
OKLAHOMA	2 site(s)
OREGON	2 site(s)
PENNSYLVANIA	43 site(s)
SOUTH CAROLINA	3 site(s)
SOUTH DAKOTA	1 site(s)
TENNESSEE	11 site(s)
TEXAS	18 site(s)
UTAH	4 site(s)
VIRGINIA	15 site(s)
VERMONT	2 site(s)
WASHINGTON	7 site(s)
WISCONSIN	7 site(s)
WEST VIRGINIA	1 site(s)
WYOMING	2 site(s)

Company ID Number: 1605759

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Judy D Maus
Phone Number	(714) 349 - 5098
Fax Number	
Email Address	judy.maus@rentokil.com

Name	Trish Reynolds
Phone Number	(708) 476 - 8073
Fax Number	
Email Address	trish.reynolds@rentokil.com

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RAYMORE
come home to more

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/9/2025
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Broadmoor and Grandshire Drainage Improvements (pg 81)

STRATEGIC PLAN GOAL / STRATEGY

2.3.3 Strengthen development and maintenance of streets, trails and pedestrian pathways

FINANCIAL IMPACT

Award To:	Breit Construction LLC
Amount of Request/Contract:	$139,928.00
Amount Budgeted:	$198,600.00
Funding Source/Account:	Fund 46 (Broadmoor & Grandshire Drainage) Fund 46 (Stormwater Culvert Rehabilitation)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/7/2025	10/31/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3965
2. Contract

BACKGROUND / JUSTIFICATION

This project will install 1,200 feet of 6 inch underdrain along the back of the curb. Included in this will be the removal and replacement of some driveway approaches and tying into existing storm inlets with the underdrain.

The City received the following bids on April 24, 2025:

Breit Construction	$139,928.00
KB Construction	$148,405.00
TC Fuller Construction	$175,364.22

Breit Construction was determined to be the lowest and best bidder.

Staff recommends the contract for the Broadmoor / Grandshire Drainage Improvements Project be awarded to Breit Construction in the amount of $139,928.00.

BILL 3975 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL SALT, LLC FOR SUPPLY/DELIVERY OF BULK ROAD SALT, CITY PROJECT NUMBER 25-012."

WHEREAS, quotes for the delivery of bulk road salt were solicited in accordance with the City of Raymore Purchasing Policy; and,

WHEREAS, Central Salt, LLC 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 with Central Salt, LLC for the purchase and delivery of bulk road salt as needed, attached as Exhibit A.

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF JUNE, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JULY, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

CITY OF RAYMORE
CONTRACT FOR SERVICES

Broadmoor and Grandshire Drainage Improvements

This Contract for the Broadmoor and Granshire Drainage Improvements Project, hereafter referred to as the **Contract** is made this 23rd day of June, 2025, between Breit Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, 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 June 23, 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 25-473-201 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 **60** 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 $139,928.00.

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)

BREIT CONSTRUCTION LLC

By: _____

Title: General Manager

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Broadmoor and Grandshire Drainage Improvements

ANTICIPATED SCOPE OF SERVICES:

Install 1200 feet of 6 inch underdrain along the back of curb, remove and replace driveway approaches, and tie into existing storm inlet.

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 the Award of Contract is anticipated prior to the end of June 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 **60** 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 considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

B. **8 Inch HDPE Perforated Pipe:** Pipe shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all equipment, labor and materials for placing an 8 inch "socked" slotted or perforated pipe. Filter fabric and rock in the trench is subsidiary to this item. **ADS AdvanEdge Pipe** or approved equal. Approved equal shall be of sufficient thickness and strength to prevent crushing under typical residential driveway loading.

C. **Cleanouts:** Cleanouts shall be paid for at the unit bid price per each. The unit cost for this item shall include all equipment, labor and materials to install the 4 inch nyloplast cleanout to the new 8"line. Locations to be determined in the field.

D. **Sump Pump Service Tees:** Service tees shall be measured and paid for at the unit cost per each. The unit cost for this item shall include all

equipment, labor and materials to install 4” diameter PVC pipe (capped) from the new 6 inch main line to the ROW. ROW is approximately 10 feet from the main line.

E. **Coring-Inlet:** Coring shall be measured and paid for at the unit cost per each. The unit cost for this item shall include all equipment, labor and materials to core a 6” diameter hole into the side wall of curb inlet.

F. **Sidewalk Replacement:** Sidewalk Replacement shall be paid for at the unit bid price per square foot. The unit bid price shall include all materials, equipment and labor required for the removal and disposal of existing, and the installation of new sidewalk. Concrete shall be KCMMB 4K mix and shall be doweled into the existing sidewalk.

G. **Driveway Replacement:** Driveway Replacement shall be paid for at the unit bid price per square foot. The unit cost for this item shall include all materials, equipment and labor required for removal and replacement to the ROW or first joint. The new driveway shall be KCMMB 4K mix, 6 inches thick and doweled into the existing driveway.

H. **Restoration:** Sod shall be paid for at the unit bid price per square yard. The unit cost for this item shall include all materials, labor and equipment to cover all disturbed areas. The unit cost shall include irrigating for six weeks as necessary to ensure establishment. Alternative measures of restoration may be considered.

I. **Traffic Control:** Traffic Control shall be considered subsidiary to the 6” HDPE and 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.

J. **Erosion Control:** Erosion control shall be considered subsidiary to the 6” HDPE and shall include all materials, labor and equipment required to prevent soil from leaving the site.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 25-473-201

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 June, 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 warrantees 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 and sub 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 25-473-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Andrew Breit having authority to act on behalf of (Company name) Breit Construction LLC do hereby acknowledge that (Company name) Breit Construction LLC 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: Breit Construction LLC

ADDRESS: PO Box 551
Street

ADDRESS: Raymore, MO 64083
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.breit@breitconstructionllc.com

DATE: 4/24/2025 - General Manager
(Month-Day-Year) Signature of Officer/Title

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

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

____ MBE (Minority Owned Enterprise)
____ WBE (Women Owned Enterprise)
X Small Business

PROPOSAL FORM B
RFP 25-473-201

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 X

2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X

3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X

4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X

5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X

6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X

7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X

8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X

   **With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X

10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

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

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

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

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

Required Representations

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

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.

2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.

3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.

4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.

5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.

6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

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

PROPOSAL FORM C
RFP 25-473-201

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 Raymore
ADDRESS	100 Municipal Cir Raymore, MO 64083
CONTACT PERSON	Lorie Crandell
CONTACT EMAIL	lcrandell@raymore.com
TELEPHONE NUMBER	(816) 582-5326
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Good-Otis LLC
ADDRESS	PO Box 644 Raymore, MO 64083
CONTACT PERSON	Reeve Marksbury
CONTACT EMAIL	reeve@thegoodranch.com
TELEPHONE NUMBER	(816) 585-7328
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Wil-Pav, Inc.
ADDRESS	12900 E Kentucky Rd Sugar Creek, MO 64050
CONTACT PERSON	Dan Ward
CONTACT EMAIL	dan@wilpav.com
TELEPHONE NUMBER	(816) 836-1786
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Ryan Companies
ADDRESS	215 E. 18th Street Ste. 22 Kansas City, MO 64108
CONTACT PERSON	Tyler Lange
CONTACT EMAIL	tyler.lange@ryancompanies.com
TELEPHONE NUMBER	(515)423-5760
PROJECT, AMOUNT AND DATE COMPLETED	Westport Commons - $1,005,186.00

COMPANY NAME	Onsite Construction Group LLC
ADDRESS	2610 NW Expressway, Suite A Oklahoma City, OK 73112
CONTACT PERSON	Andrew Hecker
CONTACT EMAIL	andrew@onsite-cg.com
TELEPHONE NUMBER	(785) 633-9311
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 40

State the current number of personnel on staff: 12

PROPOSAL FORM D
RFP 25-473-201

Proposal of Breit Construction LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business

as a partnership (*)

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. 25-473-201 – Broadmoor and Grandshire Drainage Improvements.

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. 25-473-201

Broadmoor and Grandshire Drainage Improvements

Base Bid

Bid Item	Units	Estimated Quantities	Unit Price	Total Est. Price
Mobilization, Bonds, Insurance	EA	1	7,093	7,093
8" HDPE (Perforated)	LF	1200	32	38,400
Sidewalk	SF	100	30	3,000
Cleanouts	EA	5	839	4,195
Coring-Inlet	EA	3	973	2,919
Sump Service Tees	EA	8	778	6,224
Driveways	SF	4000	17	68,000
Restoration	LS	1	10,097	10,097
TOTAL				139,928

Company Name Breit Construction LLC

Total Base Bid for Project Number: 25-473-201

$ 139,928.00

In the blank above insert numbers for the sum of the bid.

($ One hundred thirty-nine thousand nine hundred twenty-eight dollars **)**

In the blank above write out the sum of the bid.

BID PROPOSAL FORM E – RFP 25-473-201
CONTINUED

Company Name Breit Construction LLC

By _____
Authorized Person's Signature

Andrew Breit - General Manager
Print or type name and title of signer

Company Address PO Box 551
Raymore, MO 64083

Phone (913) 485-8008

Fax (816) 322-1241

Email andy.breit@breitconstructionllc.com

Date 4/24/2025

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

RAYMORE
come home to more

ADDENDUM NO. 1
Broadmoor / Grandshire Drainage
Project # 25-473-201

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: Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

2. Question: Please clarify the 6" and 8" pipe

Response: All pipe is 8" Perforated Pipe, with the exception of the Sump Pump Service Tees (which are 4")

3. Question: Cleanouts - 22-38 or plastic cap

Response: PVC

4. Question: Can we keep residents out of their driveway if needed?

Response: Residents must have full access to street parking. Please be considerate of residents with access needs and make their drive available when needed.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after April 18, 2025 at 12:00 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Breit Construction LLC

By: Andrew Breit

Title: General Manager

Address: PO Box 551

City, State, Zip: Raymore, MO 64083

Date: 4/24/2025 Phone: 913-485-8008

Signature of Bidder: _____

ADDENDUM MUST BE SUBMITTED WITH BID

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 175581

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Breit Construction LLC

Company Facility Address: 310 S Lincoln
Raymore, MO 64083

Company Alternate Address: PO Box 551
Raymore, MO 64083

County or Parish: CASS

Employer Identification Number: 431330881

North American Industry Classification Systems Code: 237

Parent Company: Breit Construction LLC

Number of Employees: 20 to 99

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 175581

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

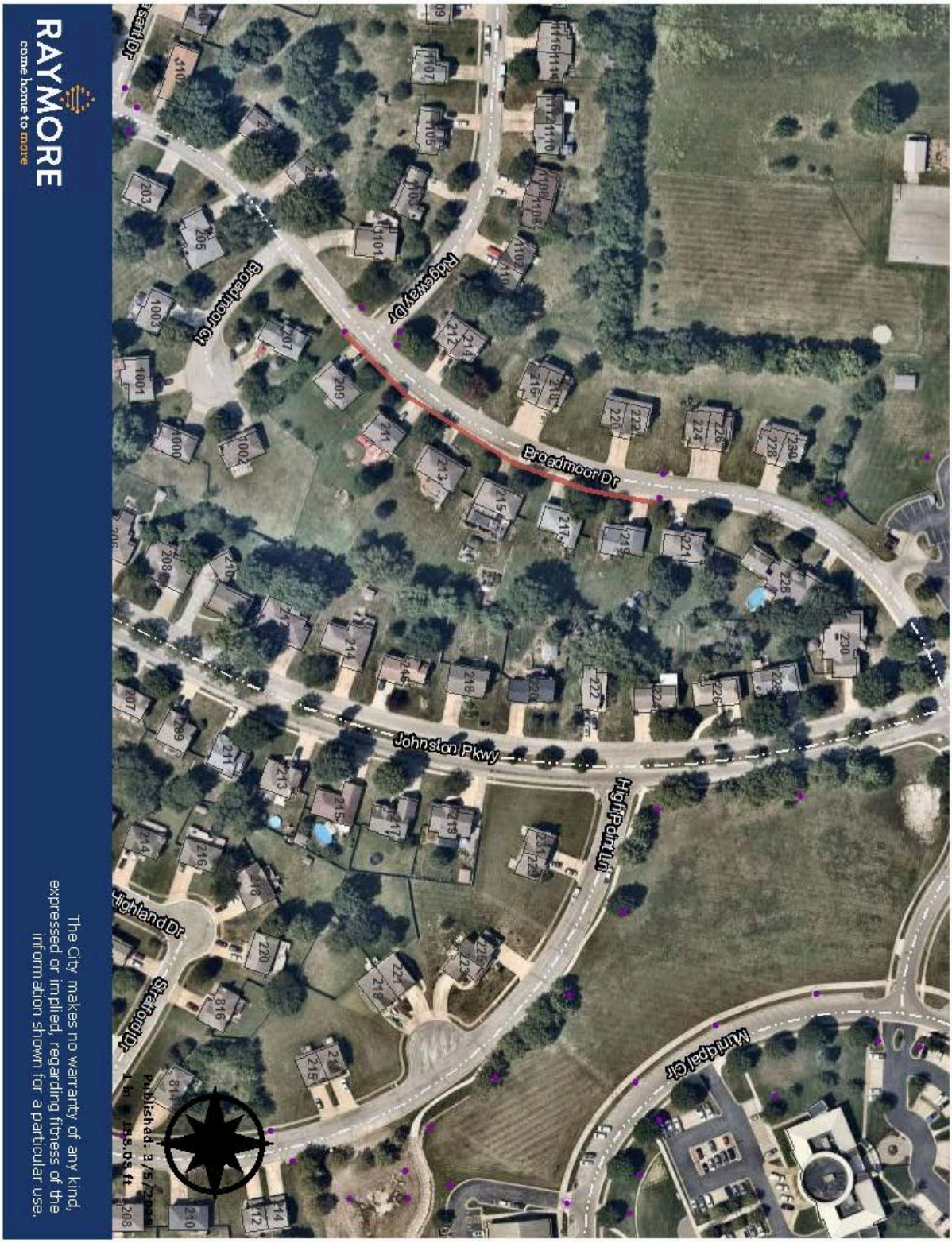
Employer Breit Construction LLC

William Breit	
Name (Please Type or Print)	Title
Electronically Signed	01/05/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/05/2009
Signature	Date

Barnwater Dr
Grandshire Dr
N Madison St
Watch Ln
504
502
501
1622
1621
1619
1618
1617
1615
1614
1613
1612
1611
1616
1609
1607
1605
Published: 3/5/2025
1 in = 84.04 ft
RAYMORE
come home to more
The City makes no warranty of any kind, expressed or implied, regarding fitness of the information shown for a particular use.


Broadmoor Dr
Ridgeway Dr
Broadmoor Ct
Johnston Pkwy
High Point Ln
Highland Dr
Stratford Dr
Mintdale Dr
RAYMORE
come home to more
The City makes no warranty of any kind, expressed or implied, regarding fitness of the information shown for a particular use.

RAYMORE
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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/9/2025
SUBMITTED BY: Nathan Musteen DEPARTMENT: Parks and Recreation
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Park Trails Replacement Phase II - Roadside Trails (pg 120)

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Terry Snelling Construction
Amount of Request/Contract:	$903,074.00
Amount Budgeted:	
Funding Source/Account:	Fund 36 - $350,000 2024 Special Obligation Bond - $2,309,716

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/7/2025	11/21/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	May 13, 2025
Action/Vote:	6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3966
2. Contract

BACKGROUND / JUSTIFICATION

This project consists of trail removal and replacement in several locations in the City's linear parks and various street right-of-ways. The City received the following bids on April 23, 2025:

Inco USA	Unresponsive
Terry Snelling Construction	$903,074.00 (Includes Alt 1)
Freeman Concrete	$1,130,664.60 (Includes Alt 1)
KB Construction	$3,422,604.90 (Includes Alt 1)
Wil-Pav	$908,376.00 (Includes Alt 1)

Terry Snelling Construction was determined to be the lowest and best bidder.

Staff recommends the contract for the Park Trails Replacement Phase II - Roadside Trails Project be awarded to Terry Snelling Construction in the amount of $903,074.

BILL 3966 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION FOR THE PARK TRAILS REPLACEMENT PHASE II - ROADSIDE TRAILS PROJECT, CITY PROJECT NUMBER 25-449-200, IN THE AMOUNT OF $903,074 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Park Trails Replacement Phase II - Roadside Trails project was included in the 2025 Capital Budget; and,

WHEREAS, bids for this project were received on April 23, 2025; and,

WHEREAS, Terry Snelling Construction 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 $903,074 with Terry Snelling Construction for the Park Trails Replacement Phase II - Roadside Trails 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 9TH DAY OF JUNE, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

CITY OF RAYMORE
CONTRACT FOR SERVICES

Park Trails Replacement Phase II - Roadside Trails

This Contract for the Park Trails Replacement Phase II - Roadside Trails, hereafter referred to as the **Contract** is made this 23rd day of June, 2025, between Terry Snelling Construction, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Road, Independence, MO 64058, 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 June 23, 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 25-449-200 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 **120** 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 $903,074.00 which includes Base Bid for $751,074.00 and Alternate 1 for $152,000.

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)

TERRY SNELLING CONSTRUCTION INC.

By: _____

Title: President

Attest: Carlyn Crowder
Secretary

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Park Trails Replacement Phase II - Roadside Trails

ANTICIPATED SCOPE OF SERVICES:

This project consists of trail removal and replacement in several locations in the Linear Parks and street right of ways.

- **Good Parkway Trail - North (Lucy Webb to S. Foxridge Dr.)**
    - Removing 3333 square yards of 6" thick, existing trail that is 8' wide.
    - Constructing 3000 linear feet of 6" thick, 10' wide concrete trail aligning with current bridges adjusting for best trail route and location.
    - Stream bank improvements including riprap approximately 900 ft south of the trailhead at Lucy Webb. In this area, the creek bends creating an undercut on the trail. Install 125 Square Yards of 18" Rip-Rap stone along the designated section of the trial.

- **Lucy Webb Trail from S Sunset Lane to Madison Street**
    - Removing 1986 square yards of 6" thick, existing asphalt trail that is 10' wide.
    - Constructing 2234 linear feet of 6" thick, 10' wide concrete trail.

- All trail areas must be backfilled on the edges
- Restoration by seed and mulch

- **Linear Park Trails (Timber Trails, LeMor Trail, Brookside Trail)**
    - Miscellaneous concrete removal and repair totaling approximately 300 linear feet.
    - Minor repairs to the Le'Mor bridge approach and bank stabilization

- **Safety Bollards**
  - Bollards to be installed at Identified locations identified in the RFP. Specifications for the bollards included.
  - [Vestil Steel Underground Removable Ornamental Bollard 40 In. Black BOL-OR-40-BK]

Park	Quantity	Location
Good Parkway North -	2	1 at each trail head
Timber Trails -	2	1 at each trail head
Le'Mor -	2	1 at each trail head
Brookside -	2	1 at each trail head
Eagle Glen -	2	1 at each trail head
Memorial Park -	2	1 replacement, 1 additional

- **Alternate Bid #1 - Ward Park Trail**
  - Removing 1156 square yards of 6" thick, existing asphalt trail that is 8' wide.
  - Constructing 1300 linear feet of 6" thick, 10' wide concrete trail.

- All trail areas must be backfilled on the edges
- Restoration by seed and mulch

- **Alternate Bid #2 - Lucy Webb Trail from Cedar Ridge Drive to S Sunset Lane**

- Removing 3385 square yards of 6” thick, existing asphalt trail that is 10’ wide.
- Constructing 3046 linear feet of 6” thick, 10’ wide concrete trail.

- All trail areas must be backfilled on the edges
- Restoration by seed and mulch

- **Alternate Bid #3 - Madison Street Trail Improvements**

  - Removing 2201 square yards of 6” thick, existing asphalt trail that is 10’ wide.
  - Constructing 2477 linear feet of 6” thick, 10’ wide concrete trail.

- All trail areas must be backfilled on the edges
- Restoration by seed and mulch

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” October 2001 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

Following are the completion dates for various portions of the contract. These completion dates shall be strictly adhered to.

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 2001 shall be amended to include the

following:

Contractor shall complete work within **120** 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.

Special Conditions:

A. **Mobilization, Bonds, and Insurance:** The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information. Mobilization will be paid for per trail section mobilized to.

B. **SWPPP and Land Disturbance Permit:** SWPPP and Land Disturbance Permit shall be considered a lump sum item for payment. The line item shall cover all preparation, costs, paperwork and effort required to prepare a SWPPP and obtain a State Land Disturbance Permit. The contractor shall be responsible for all inspections required by the SWPPP. Any other permits required are subsidiary to this line item. There is no cost for any City-required permits. SWPPP will be required for each trail section. The

City land disturbance permit will be given at no cost and can be written to cover all trail sections at once.

C. **Existing Trail Removal:** The unit price named in the bid shall be for the Square Yard(SY) of existing material removed onsite. This item will be paid per plan quantity. The work provided herein will not be measured for payment but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described. All backfill and associated work to bring areas back to the correct elevations shall be considered subsidiary to this bid item. Seeding shall fall under "site restoration/hydroseeding".

1. Good Parkway Trail: Any existing trail removal or relocation should include backfilling the previous trail area with topsoil.

D. **6" Thick, 8' & 10' Wide, Concrete Trail:** The unit price named in the bid shall be for the Square Foot (SF) of **6" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material, placement of AB-3 subgrade leveling course as required, installation of new **6" thick** concrete and protection of the new concrete during the curing process. **All concrete that is damaged during the curing process will need to be removed and replaced.** ***Concrete shall be an approved KCMMB 4K mixture***. The concrete shall NOT be reinforced with rebar. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems and grass areas that are damaged by construction vehicles/operations. Concrete shall be tested for slump, air content and compressive strength every 100 Cu. Yds. or every other day. Four cylinders per test will be required. Testing & restoration shall be subsidiary to this bid item. Sidewalk closed and other appropriate signage will be required during construction. Any trail sections that are removed must be replaced within 72 hours of removal.

1. *Joints, Expansion Joints, Dowels & Finish: Joints shall be saw cut every 10' at a depth of ¼ the total thickness of the slab (1 ½" for 6" concrete) within 24 hours of the concrete being placed.* The contractor shall use three #5 smooth dowels & ¾ inch, non-expanding/extruding, expansion joint material when connecting into existing concrete or every 300'. See the City's Technical Specifications for additional information regarding expansion joints and dowels. The concrete shall have a perpendicular broom finish and no "picture frame".

2. Any relocated trail segment needs to include the excavation required to install the trail at the new location. This excavation should be considered subsidiary to this line item

E. **Stream Bank Improvements:** The stream bank improvements bid item will be paid for in each trail section. A description of each improvement will be detailed below and may vary from park to park.
   1. **Good Parkway North:** This will require the installation of approximately 125 Square Yards of 18" Rip-Rap stone.
   2. **Le'Mor Trail & Bridge**: Install approximately 15 square yards of 18" rip-rap on the west side of the bridge

F. **Construction Entrance:** The unit bid price shall include all equipment, labor and materials to construct, maintain and remove gravel/rock construction entrances. Post removal, the area where the construction entrances were located will be restored to equal or better condition than prior to construction. Construction Entrances must be installed per APWA specifications.

G. **Safety Bollards:** Bollards to be installed at Identified locations identified in the RFP. These should be installed per the manufacturer recommended installation instructions and will be paid for per each. Mobilization for the installation of these shall be included in the pricing.

H. **ADA Ramp:** The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp,landing. Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture. Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. The ADA ramp shall be 6" thick concrete without reinforcement bar. The ADA Ramps may be installed on streets receiving curb replacement and various locations throughout the City of Raymore. If a diagonal ramp is selected for replacement a directional ramp may be used, this may require repositioning the ramp location. See the attached ramp detail sheet for additional information. **The ADA Ramps for this project are going to be larger than a standard ADA Ramp. ADA Ramp includes up to 30 LF of curb and gutter as well. This should be accounted for in the pricing.**

I. **Site Restoration:** Site grading shall be considered subsidiary to the trail replacement bid items. This item is to only include top dressing and seed/mulch. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard

clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 25-449-200

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 June 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 warrantees 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 and sub 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

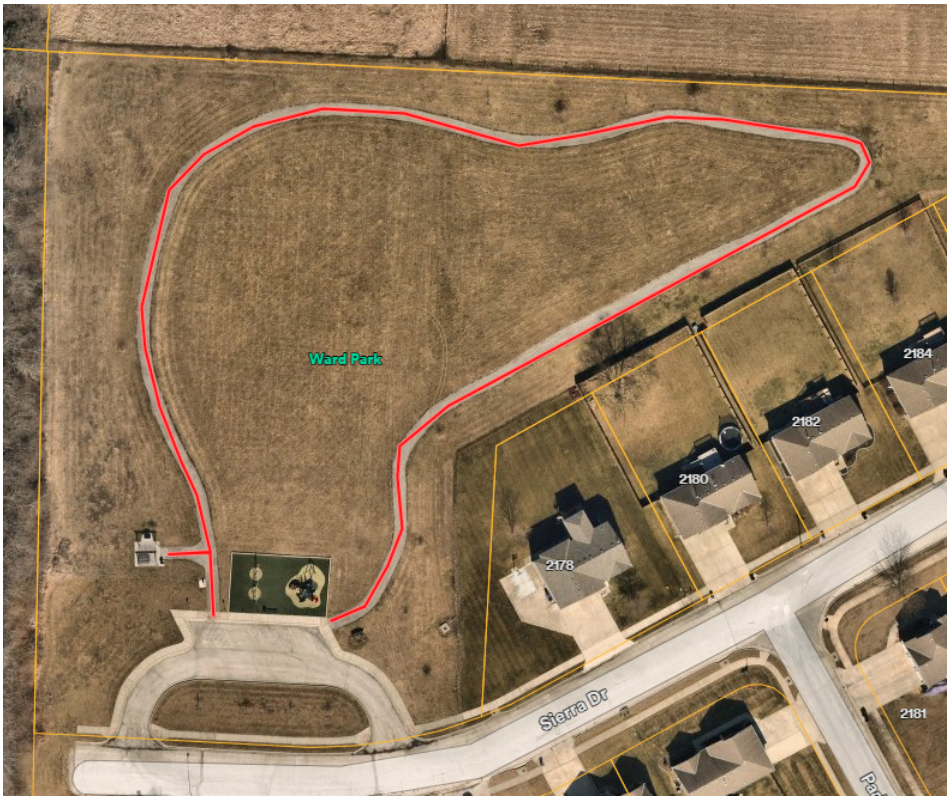
* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

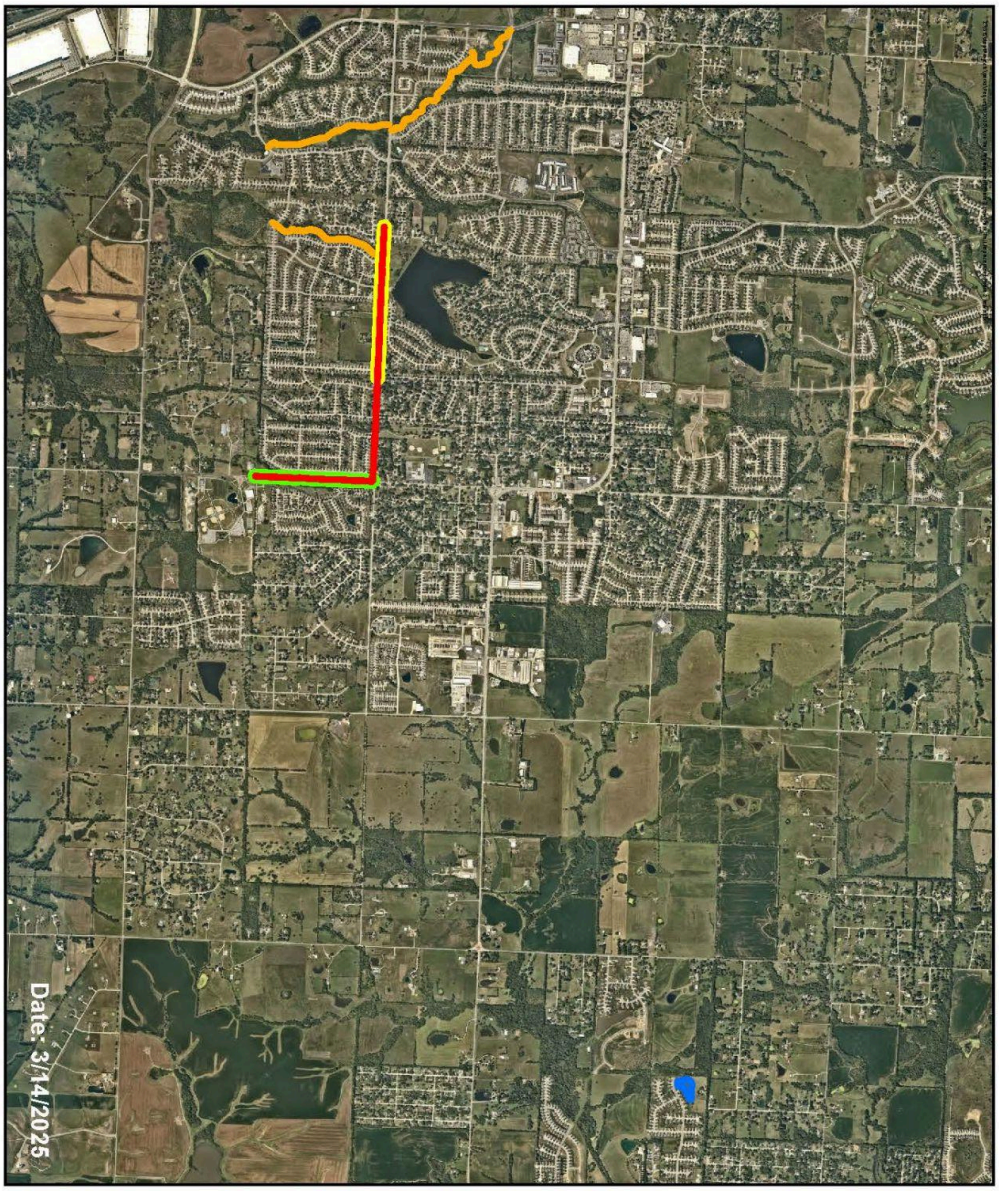
* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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.

Good Parkway North
Streambank Improvements

Alternate Bid #1 - Ward Park Trail





LEGEND

- Linear Park Trails & Good Parkway North
- Lucy Webb Trail
- Ward Park Trail (Alternate Bid #1)
- Lucy Webb Trail Cedar Ridge Dr to S Sunset Ln (Alternate Bid #2)
- Madison St Trail (Alternate Bid #3)

N

0 1.25
Miles

RAYMORE
come home to more

PARK TRAILS REPLACEMENT PHASE 2
PARKS & RECREATION / PUBLIC WORKS

PROPOSAL FORM A
RFP 25-449-200

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Kelly L. Snelling having authority to act on behalf of (Company name) TERRY SNELLING CONSTRUCTION INC do hereby acknowledge that (Company name) TERRY SNELLING CONST 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: TERRY SNELLING CONSTRUCTION INC.

ADDRESS: 20004 E Yocum Rd
Street

ADDRESS: Independence Mo. 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 4/23/2025 (Month-Day-Year) Signature of Officer/Title Pres/Sec

DATE: 4/23/2025 (Month-Day-Year) Signature of Officer/Title CEO/Treas.

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 25-449-200

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 25-449-200

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	Please see attached
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 23

State the current number of personnel on staff: 25

Terry Snelling Construction Inc

20004 E. Yocum Road
Independence, Missouri 64058
816-985-4507 terry@terrysnellingconstruction.com Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
$403,000.00	**2022 Sidewalk & Curb Repair** City of Liberty Mo jmartinez@libertymo.gov	7/22	Liberty, MO	City of Liberty Mo Joshua Martinez 816-439-4502
$580,000.00	**Centerview Phase II Boardwalk** City of Raymore, Mo srulo@raymore.com	11/22	Raymore, MO	City of Raymore, Mo Steve Rulo 816-810-6744
$300,000.00	**Hardy Ave Sidewalks** City of Indep, Mo smoore@indepmo.org	11/22	Indep. Mo	City of Independence Shane Moore 816-591-0710
$500,000.00	**Vaile Sidewalks Phase 1** City of Indep, Mo smoore@indepmo.org	8/22	Indep. Mo	City of Independence Shane Moore 816-591-0710
$467,000.00	**Riverside Missouri Curb and Trail** thoover@riversidemo.gov	3/23	Raymore, Mo	City of Riverside Mo Travis Hoover PE
$580,000.00	**2022 Curb Repair Program** City of Raymore, Mo psmith@raymore.com	3/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
$845,087.00	**2023 Curb Repair Program** City of Raymore, Mo psmith@raymore.com	9/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
$227,000.00	**Fike 7 Hwy Concrete Pavement** Asphalt Wizards Parrish Love parrish@asphaltwizards.com	12/23	Blue Springs, Mo.	Asphalt wizards Parrish Love 816-215-3082
$120,000.00	**Parkville Special Road District** Terry Swearngen Terryswearngen.psrd@gmail.com	12/23	Parkville, Mo	Special Road District Terry Swearngen 816-313-9201
$300,000.00	**2nd Ave. Improvements** Justin Likes jlikes@trekdesigngroup.com	6/23	Greenwood MO	Trek Design Justin Likes 816-678-2214
$1097,000.00	2024 Street Project Concrete Travis Hoover PE thoover@riversidemo	10/24	Riverside, MO	City of Riverside Travis Hoover PE 816-769-1601
$100,000.00	2024 Curb and Guttr Project Carl Brooks PE cbrooks@harrisonville.com	9/24	Harrisonville, MO	City of Harrisonville Carl Brooks PE 816-380-8913
$333,,000.00	Hyatt Kansas City Parking Lot Rose Paving Chad Rampola cramploa@rosepaving.com	8/24	Kansas City	Rose Paving LLC Chad Rampola 708-205-8890

PROPOSAL FORM D
RFP 25-449-200

Proposal of TERRY SNELLING CONSTRUCTION INC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Missouri C (*) Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 25-449-200 – Park Trails Replacement Phase II - Roadside Trails.

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. 25-449-200

Park Trails Replacement Phase II - Roadside Trails

Good Parkway North

Base Bid Items	Units	Estimated Quantities	$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	$ 12657.00	$ 12657.00
Existing Sidewalk / Trail Removal	SY	3333	$ 16.50	$ 54994.50
6" thick, 10' Wide Concrete Trail	LF	3000	$ 87.00	$ 261,000.00
Stream Bank Improvements	SY	125	73.00	9125.00
Site Restoration (Seed & Mulch)	LS	1	$ 23778.00	$ 23778.00
SWPPP and Land Disturbance Permit	LS	1	$ 7300.00	$ 7300.00
Construction Entrance	LS	1	$ 3000.00	$ 3000.00
Total Good Parkway North Trail Bid				$ 371,854.50

Lucy Webb Roadside Trail from S Sunset Lane to Madison Street

Base Bid Items	Units	Estimated Quantities	$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	$ 9027.00	$ 9027.00
Existing Sidewalk / Trail Removal	Sq Yds	1986	$ 16.50	$ 32769.00
6" thick, 8' Wide Concrete Trail	LF	2234	$ 82.25	$ 183746.50
Site Restoration (Seed & Mulch)	LS	1	$ 14889.00	$ 14889.00
ADA Ramp Replacement	EA	2	$ 3500	$ 7000.00
Construction Entrance	LS	1	$ 500	$ 500.00
Total Lucy Webb Trail 1 Bid				$ 247,931.50

Linear Park Trails (Timber Trails, Le, Mor Trail, Brookside Trail)

Base Bid Items	Units	Estimated Quantities	$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	$ 1925.00	$ 1925.00
Miscellaneous Concrete Removal and Replacement	SF	5000	$ 21.00	$ 105,000.00
Le'Mor bridge and bank improvements	LS	1	$ 4500.00	$ 4500.00
Site Restoration (Seed & Mulch)	LS	1	$ 3963.00	$ 3963.00
Construction Entrance	LS	1	$ 1500.00	$ 1500.00
Total Linear Park Trails Bid				$ 116888.00

Safety Bollards

Base Bid Items	Units	Estimated Quantities	$/Units	Total
Bollards with installation at various locations	LS	12	$ 1200.00	$ 14,400.00
Safety Bollard Bid				$ 14,400.00

Company Name TERRY SNELLING CONSTRUCTION INC

Total Base Bid for Project Number: 25-449-200

$ 751,074.00

In the blank above insert numbers for the sum of the bid.

($ Seven hundred fifty one thousand seventy four dollars NO/100)

In the blank above write out the sum of the bid.

Alternate Bid #1 - Ward Park Trail

Base Bid Items	Units	Estimated Quantities	$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	$ 7600.00	$ 7600.00
Existing Sidewalk / Trail Removal	Sq Yds	1156	$ 25.50	$ 29478.00
6" thick, 10' Wide Concrete Trail	LF	1300	$ 73.00	$ 94900.00
Site Restoration (Seed & Mulch)	LS	1	$ 12,022.00	$ 12,022.00
SWPPP and Land Disturbance Permit	LS	1	$ 5500.00	$ 5500.00
Construction Entrance	LS	1	$ 2500.00	$ 2500.00
Total Linear Park Trails Bid				$ 152,000.00

Alternate Bid #2 - Lucy Webb Trail from Cedar Ridge Drive to S Sunset Lane

Base Bid Items	Units	Estimated Quantities	$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	$ 17,500.00	$ 17,500.00
Existing Sidewalk / Trail Removal	Sq Yds	3385	$ 21.00	$ 71,085.00
ADA Ramp Replacement	EA	2	$ 4325.00	$ 8650.00
6" thick, 10' Wide Concrete Trail	LF	3046	$ 80.50	$ 245,203.00
Site Restoration (Seed & Mulch)	LS	1	5250.00	5250.00
Construction Entrance	LS	1	$ 2312.00	$ 2312.00
Total Lucy Webb Trail 2 Bid				$ 350,000.00

Alternate bid #3 - Madison Street Trail Improvements

Base Bid Items	Units	Estimated Quantities	$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	$ 13050.00	$ 13050.00
Existing Sidewalk / Trail Removal	Sq Yds	2201	$ 26.00	$ 57226.00
6" thick, 8' Wide Concrete Trail	LF	2477	$ 60.00	$ 148620.00
ADA Ramp Replacement	EA	2	$ 4325.00	$ 8650.00
Site Restoration (Seed & Mulch)	LS	1	$ 25454.00	$ 25454.00
SWPPP and Land Disturbance Permit	LS	1	$ 5500.00	$ 5500.00
Construction Entrance	LS	1	$ 2500.00	$ 2500.00
Total Madison Street Trail Bid				$ 261000.00

Total Alternate Bid #1 for Project Number: 25-449-200

$ 152,000 00

In the blank above insert numbers for the sum of the bid.

($ One hundred fifty two thousand and NO/100)

In the blank above write out the sum of the bid.

Total Alternate Bid #2 for Project Number: 25-449-200

$ 350,000 00

In the blank above insert numbers for the sum of the bid.

($ Three hundred fifty thousand and NO/100)

In the blank above write out the sum of the bid.

Total Alternate Bid #3 for Project Number: 25-449-200

$ 261,000 00

In the blank above insert numbers for the sum of the bid.

($ Two hundred sixty one thousand and NO/100)

In the blank above write out the sum of the bid.

BID PROPOSAL FORM E – RFP 25-449-200
CONTINUED

Company Name Terry Snelling Construction Inc

By [signature]
Authorized Person's Signature

Kelly L Snelling President
Print or type name and title of signer

Company Address 20004 E Yocum Rd
Independence, MO 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date 4/23/2025

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

RAYMORE
come home to more

ADDENDUM NO. 1
Park Trails Replacement
Project #25-449-200

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. Question: What seeding method would the City prefer? I walked the trails this week and Linear trail has a lot of runoff/drainage and would like to provide the best possible solution for seeding coverage for your project.

> **Response:** The current contract leaves it up to the contractor to decide how the seed is applied. They need to use the APWA type A seed and apply a mulch. The City will not accept the project until vegetation is established.

2. Question: Will the City be providing surveying for these projects? If not, do we need to provide it?

> **Response:** The contractor will need to provide any required surveying.

3. Question: There is concern that the culverts at the Linear Parks may be stressed with the construction vehicles. Is there a contingency should the culverts give way?

> **Response:** The pipe crossings will be addressed by change order if a pipe failure occurs.

4. Question: Will public access be blocked?

> **Response:** Contractor will be responsible for setting up and taking down the barricades. The contractor will supply the barricades.

5. Question: Can time be added if the alternates are accepted?

> **Response:** A total of 30 calendar days will be added to the project if an alternate or alternates are selected. Additional time if needed will be considered depending on weather and performance of the work to date.

6. Clarification: We anticipate awarding this contract by the end of June 2025.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after April 18, 2025 at 12:00 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: TERRY SNELLING CONSTRUCTION INC

By: Kelly L. Snelling

Title: President

Address: 20004 E Yocum Rd

City, State, Zip: Independence, MO 64058

Date: 4/23/25 Phone: 816-985-4507

Signature of Bidder: Kelly L. Snelling

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

Name/Contractor: TERRY S. SNELLING CEO

Company: TERRY SNELLING CONSTRUCTION INC

Address: 20004 E Yocum Rd Independence Mo 64058

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 # 25-449-200.
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.

TERRY SNELLING CONSTRUCTION INC
Company Name

Signature

Name: TERRY S. SNELLING

Title: CEO

TRISTAN BLACKSHER
MY COMMISSION EXPIRES
9-14-2027
NOTARY SEAL
#23942611
JACKSON COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 22nd day of April, 2025.

Notary Public:

My Commission Expires: 9-14-27 Commission # 23942611

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.

E-Verify

Company ID Number: 201307

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Terry Snelling Construction** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 201307

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Terry Snelling Construction

Terry S Snelling
Name (Please Type or Print)

Title

Electronically Signed
Signature

03/26/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

03/26/2009
Date

RAYMORE
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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/9/2025
SUBMITTED BY: Nathan Musteen DEPARTMENT: Parks and Recreation
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Outdoor Video Display Signs (pg 171)

STRATEGIC PLAN GOAL / STRATEGY

1.3.1 - Communicate with residents in a way that is purposeful and expected

FINANCIAL IMPACT

Award To:	Worldside Energy, Inc., DBA Heartland Sign and Lighting
Amount of Request/Contract:	$15,000.00
Amount Budgeted:	$165,000.00
Funding Source/Account:	Fund 04 Restricted fund / 04-00-8480-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
6/24/2025	

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3970
2. Contract
3. Heartland Sign and Lighting Response
4. Heartland Proposal

BACKGROUND / JUSTIFICATION

Funded by the City Council in 2022, staff identified locations for three large marquee video display signs and coordinated the installation of the signs in conjunction with improvement projects scheduled in the capital improvement program. The locations include a new entrance sign at Recreation Park near the round-a-bout scheduled to be installed at the conclusion of the Raymore Activity Center expansion project, a new sign to be included in the design of the Hawk Ridge Park plaza project currently underway and the final sign to replace the Municipal Center sign for City Hall at Skyline Drive and 58 Highway.
The project scope of work includes:

- Development of designs for consideration and budgeting purposes
- Equipment specifications and selection
- Design and structural engineering
- Cost estimates for purchase and installation

The Parks and Recreation Board has reviewed the locations and incorporated the signs into their capital projects. The Board will review designs and final plans for the signs associated with the park locations.

BILL 3970 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HEARTLAND SIGN AND LIGHTING TO PROVIDE OUTDOOR VIDEO SIGN SERVICES."

WHEREAS, the City Council desires three outdoor video display signs; and,

WHEREAS, the outdoor video display signs are to be located at Hawk Ridge Park, Recreation Park, and the entrance of City Hall; and,

WHEREAS, staff publicly advertised an RFQ for design services for outdoor video signs; and,

WHEREAS, staff reviewed the proposals submitted and found that Heartland Sign and Lighting provided the best proposal for the services requested.

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

Section 1. The City Manager is directed and authorized to enter into a guaranteed pricing contract with Heartland Sign and Lighting in the amount of $15,000.00 for the following services:

- Work with the City to develop multiple designs for consideration and budgeting purposes
- Establish minimum equipment specifications and assist in equipment selection
- Provide design and structural engineering
- Establish the budget to furnish and Install 3 new outdoor video displays and structures.

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 9TH DAY OF JUNE, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

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CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Outdoor Video Display Signs Design and Installation

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 23rd day of June, 2025 between Worldside Energy, Inc., DBA Heartland Sign and Lighting, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 14301 W 96th Terrace, Lenea, KS 66215, 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 June 24, 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 RFQu #25-472-701 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:

Project Scope of Work: $15,000.00

- Work with the City to develop multiple designs for consideration and budgeting purposes
- Establish minimum equipment specifications and assist in equipment selection
- Provide design and structural engineering
- Establish the budget to furnish and Install 3 new outdoor video displays and structures.

Exclusions:

- Cost of outdoor video displays. support structures, city ID cabinets/branding, and installation
- Permits and Acquisition

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, $15,000.00 which is "not to exceed" fifteen thousand 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: President

Attest: _____

(SEAL)

Appendix A

Scope of Services

See Attached

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 and Recreation Director in consultation with the Finance Director or their authorized representative (s). The Consultant shall not comply with requests and/or orders issued by any other person. The Finance 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*
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 warrantees 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 contractors and sub-contractors 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 A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) R Gaylen Davenport having authority to act on behalf of (Company name) Heartland Sign and Lighting do hereby acknowledge that Worldwide Energy, Inc., DBA Heartland Sign and Lighting 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: Worldwide Energy, Inc., DBA Heartland Sign and Lighting

ADDRESS: 14301 W 96th Terrace
Street

ADDRESS: Lenexa, KS 66215
City State Zip

PHONE: **913-642-7446**

E-MAIL: Gaylen@HeartlandSign.com

DATE: April 14, 2025
(Month-Day-Year)

Signature of Officer/Title

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

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

_____ ~~MBE (Minority Owned Enterprise)~~
_____ ~~WBE (Women Owned Enterprise)~~
_____ **X Small Business**

QUALIFICATION FORM B

DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No _X_

2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No_X_
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X_

4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No_X_

5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X_

6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No_X_

7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No_X_
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No_X_
   **With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No_X_
10. Has the Firm been the subject to any bankruptcy proceeding? _Yes_ No X_____

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm in the past 48 months?

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

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

   _____Yes __X__No *If yes, provide details in an attachment.*

Required Representations

In submitting this RFQu, 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 possesses 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 Consultant 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 were 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.

QUALIFICATION FORM C
RFQu 25-472-701

EXPERIENCE / REFERENCES

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFQu and within the past 12 months. Please include ONLY the following information:

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

*Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	City Of Leavenworth
ADDRESS	100 N. 5th St., Leavenworth, Ks 66048
CONTACT PERSON	Steve Grant
CONTACT EMAIL	SGrant@firstcity.org
TELEPHONE NUMBER	913-651-2203
PROJECT, AMOUNT AND DATE COMPLETED	Stubby Park Digital Sign, $79,978, January 2020

COMPANY NAME	LaCygne Library
ADDRESS	209 N Broadway St., LaCygne, Ks 66040
CONTACT PERSON	Janet Reynolds
CONTACT EMAIL	lacyngelibrary@gmail.com
TELEPHONE NUMBER	913-757-2151
PROJECT, AMOUNT AND DATE COMPLETED	LaCynge Library Digital Sign Upgrade, $20,636, 8/6/2024

COMPANY NAME	Price Brothers
ADDRESS	159th Street & Hwy 69, Overland Park, Ks 66062
CONTACT PERSON	Mark Sherwin
CONTACT EMAIL	marks@pricebrotherskc.com
TELEPHONE NUMBER	913-563-4144
PROJECT, AMOUNT AND DATE COMPLETED	Installation of Bluhawk Digital Board, $29,500, 2/15/2024

COMPANY NAME	Lamar Advertising
ADDRESS	7108 E 48th Terr., Kansas City, Mo 64129
CONTACT PERSON	Eric Worden, General Manager / Vice President
CONTACT EMAIL	eworden@lamar.com
TELEPHONE NUMBER	Office: 816-924-5900 Personal: 417-818-3217
PROJECT, AMOUNT AND DATE COMPLETED	Digital Board Upgrade, $17,500, 2/26/25

COMPANY NAME	Sac and Fox Casino
ADDRESS	Powhattan, KS
CONTACT PERSON	Eric Wright, General Manager
CONTACT EMAIL	ewright@sacandfoxcasino.com
TELEPHONE NUMBER	785-467-8000 ext. 8621
PROJECT, AMOUNT AND DATE COMPLETED	New monument sign w/12x24' electronic message center, $450,000, October, 2022

State the number of Years in Business: 18 (+30)

State the current number of personnel on staff: 12

AFFIDAVIT

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Consultant: RG. Davenport

Company: Heartland Sign & Lighting

Address: 14301 W 96th Terr. Lenexa, Ks, 66215

1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
2 Consultant 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-???-301
3 Consultant 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 Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

(Heartland Sign & Lighting)

R.G. Davenport

Signature

Name: **R G. Davenport**

Title: President

Subscribed and sworn to before me this 15th day of April, 2025.

STATE OF Kansas COUNTY OF Johnson

Notary Public: Tori Dial

My Commission Expires: 9/16/25

TORI DIAL NOTARY PUBLIC STATE OF KANSAS MY APPT. EXP. SEP 16, 2025

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

Heartland Sign – Gaylen Davenport

Gaylen Davenport is an innovative entrepreneur and visionary who has founded, purchased and sold multiple businesses.

Mr. Davenport earned a degree in Business Administration and Economics from Drury University in 1984 and began his professional journey in the financial services industry as an investment broker for Merrill Lynch. This role laid the foundation for his entrepreneurial ambitions.

In 1988, Mr. Davenport founded Safetech International, Inc., rapidly growing the company into a global enterprise. Within eight years, Safetech developed a proprietary life safety control systems and marketed them across the United States and 20 other countries. To strengthen operations, Mr. Davenport acquired an electronics manufacturing company to produce Safetech's products and serve diverse industries, including the military, medical, broadcast, and communications sectors. This venture sparked his enduring interest in energy conservation and renewable energy.

In 2004, after selling his business, Mr. Davenport began researching energy efficiency opportunities in the Midwest. This exploration culminated in the formation of Worldwide Energy, Inc., a company offering comprehensive energy-efficient solutions, including lighting systems, controls, energy audits, renewable energy installations, alternative fuel conversions, and maintenance services.

In 2013, Worldwide Energy acquired Odegard Sign and Lighting, a 30-year-old family business in Kansas City, expanding its exterior lighting capabilities and entering the on-premise sign market. In 2020, it rebranded to Heartland Sign and Lighting. Over the past 13 years, the company has successfully supported hundreds of clients locally and across the Midwest, growing into one of the top sign companies in the metro. Heartland works with many national brands like WalMart, Amazon, Menards, O'Reilly's, The Parking Spot, Taco Bell, Popeyes, Chick-fil-A and more.

Under Mr. Davenport's leadership, Heartland is focused on the growing digital sign market, performing installations of large digital billboards, monument signs, wayfinding signage and scoreboards.

Mr. Davenport holds his master sign license in Kansas City, MO, serves on the board of directors for the Kansas State Sign Association, and is actively involved in the Tri-State Sign Association.

DANIEL GAWF

1220 SW Huntington Drive, Blue Springs, MO 64014 · 913-207-0610
Danielgawf2@gmail.com

Highly dedicated and driven, both professionally and personally, individual with over 20 years of experience throughout the vast world of digital advertising. A natural leader and positive person, who carries this attitude throughout all aspects of work produced and individuals managed, while keeping the safety of a company, consumers and employees in mind. Looking for an opportunity to contribute as part of a team, to elevate and enhance fellow employees, and provide experience to help the company grow and prosper.

EXPERIENCE

MAY 2024 – CURRENT

SENIOR PROJECT AND INSTALLATION MANAGER, HEARTLAND SIGN & LIGHTING

- Manage labor, equipment, and project preparation to ensure efficient completion of installations and service calls
- Train and support field staff while acting as the key liaison between technicians and administrative staff
- Handle estimating, material procurement, utility locates, and assist with all signage, lighting, and flagpole work
- Lead digital customer development initiatives and manage ongoing client relationships

MARCH 2013 – MAY 2024

AREA FIELD MANAGER, LAMAR ADVERTISTING

- Manage 250-300 employees and 20-25 plants within a 5-state area
- Control $1-2 million in capital maintenance and $4-6 million in growth annually
- Developed and executed safety programs to reinforce operational excellence and commitment to keep staff and public safe
- Provide safety reinforcement and conducted frequent audits making sure conditions were kept within OSHA and industry standards
- Directed vendor negations and ensured sub-contractor compliance with company, state and federal policies
- Schedule, facilitate, and manage crews for emergency relief and restoration due to storm damage
- Provided project management for plants based on the needs of ongoing/upcoming work; including fleet, equipment and off site buildings/locations
- Evaluation, training and rebranding of acquired companies, personnel and equipment to reflect the image and compliance with the corporation
- Responsible for maintaining the morale, safety and training of the employees; including annual personnel evaluations
- Developed and executed training plans for employees, preparing the individuals for industry/job related certification – including OSHA and heavy equipment training

SEPTEMBER 2008 – MARCH 2013

OPERATIONS MANAGER, LAMAR ADVERTISTING

- Primary responsibility was to oversee operation and safety of the employees, facility, equipment, and fleet for the area of operations
- Responsible for timely installation and completion of negotiated product(s) for the customer
- Site plan coordination with internal staff, construction crews, customer, local government and sub-contractors
- Adherence to OSHA/DOT/IFTA standards and/or requirements

MARCH 2005 – SEPTEMBER 2008

ELECTRICIAN, LAMAR ADVERTISTING

- Rebuild electrical services and maintain the electrical/mechanical operation of digital media
- Schedule and maintain workflow for multiple ongoing projects; ensuring completion in a safe and timely manner
- Inspect trucks, equipment, and work site(s) to maintain a consistent safe working environment; identifying any additional unmet needs or issues
- Attended company developed training courses based on industry requirements

CERTIFICATIONS

OSHA Certified Trainer

- 10/30 hour Construction
- General Industry

Sign Contractor State License

- Indiana
- Missouri

NCCO Proctor for Crane/Signalmen

SKILLS

- Over 20 years' experience working in digital media; ranging from construction to management of personnel, facilities, and equipment.
- Highly proficient in budgeting requirements and negotiations
- Experienced project manager, with a deep understanding in interpretation of blueprints and site plan coordination based on project needs.
- Skilled mentor and leader; holding a strong belief on peer and mentee development for success, and aid with creating a path for professional and personal growth.
- Strong focus and administration of safety requirements; keeping public, staff and locations in mind.
- Skilled trainer; able to develop and deliver industry and safety classes.
- Vastly motivated and adaptable; able to learn new skills and pick up tasks quickly.
- Outstanding analytical skills; able to break an issue or situation down, to efficiently provide a solution.
- Excellent team player; able to analyze and effectively contribute to collective projects, providing insights and solutions.

Tori Dial

Creative Director

Tori Dial
Olathe, Kansas

620.704.7209
toribastion@gmail.com
www.linkedin.com/in/tori-dial

Skills

Creative environmental signage designer with a strong background in print design across a wide range of formats. Proven leader in managing projects from concept through completion, including coordination with clients, city officials, and vendors. Highly proficient in Adobe Creative Suite and other industry standard tools, with a focus on producing impactful, functional designs for public and commercial spaces.

Experience

Heartland Sign & Lighting / Creative Director
JULY 2021 - PRESENT LENEXA, KS

Lead the design and development of custom signage solutions for a wide range of clients, including municipalities, businesses, and organizations. Manage projects from initial concept through permitting, production, and installation - ensuring each design is visually impactful, code-compliant, and aligned with client goals. My role includes creative direction, client collaboration, team leadership, and hands-on design work using Adobe Creative Suite and industry-standard software.

Design Manager / Steadfast Investments
MARCH 2020 - JUNE 2021 LONE JACK, MO

Supported the marketing team with creative assets and designed branded merchandise and social media content for all Steadfast companies, including Bodies Race Company, Steadfast Printing, and The Lovett Coffeehouse. Managed the workflow for the in-house print shop, Steadfast Printing, ensuring efficient production and timely delivery of materials.

Graphic Designer / First Edition Screenprinting
JULY 2018 - MARCH 2020 PITTSBURG, KS

Collaborated with a team of designers to create custom apparel designs for schools, municipalities, and various organizations. I assisted customers with inquiries about screen printed heat transfers and heat press equipment, and represented the company at industry trade shows, building relationships with clients.

Graphic Designer / Golden Business Forms
AUGUST 2014 - JULY 2018 GOLDEN CITY, MO

Collaborated with another designer to refine and recreate complex business forms, ensuring seamless compatibility with client printing

systems. My role required a keen eye for detail to maintain precision in every project. I also gained expertise in letterpress plate processing, film development for printmaking, and advanced proficiency in QuarkXPress.

Education

Pittsburg State University / BST, Graphic Communications

AUGUST 2012 - DECEMBER 2017 PITTSBURG, KS

Bachelors of Science in Technology in Graphic Communications, Emphasis in Graphic Design

Additional coursework in Marketing, Business Administration, and Biology

Organizations: Graphic Arts Club, Biology Club

WORLDWIDE energy
worldwideenergy.com

Custom Solutions

HEARTLAND
— SIGN & LIGHTING —

City of Raymore
Kim Quade, CPPB, Purchasing Specialist
100 Municipal Cir.
Raymore, MO 64083

RE –FRQu 25-472-701

Thank you for the opportunity to provide you our proposal to design and specify new electronic message centers for 3 locations for the City of Raymore.

Heartland Sign and Lighting has a tremendous amount of experience working with a wide variety of clients to design and install digital signage- from a small upgrade for the LaCygne Library to the new 35' tall Bluhawk monument with dual 12x24' digital displays. Our Senior Installation manager has over 18 years' experience with Lamar Advertising's digital media group and has experience with all major equipment manufacturers and has overseen the installation of hundreds of digital billboards and structures in 18 states. Our creative director has 7 years of design experience, the last 3 years for Heartland.

With no budget, display size or design parameters, we are unable to provide a budget for fabrication and installation until the scope of work is defined in Schedule A. Our approach would be to establish project goals, review multiple equipment and software options with the City's team, finalize the equipment selection and provide a harmonized structural design to provide a consistent image for the city.

Project Scope of Effort:

- Work with the City to develop multiple designs for consideration and budgeting purposes
- Establish minimum equipment specifications and assist in equipment selection
- Provide design and structural engineering
- Establish the budget to furnish and Install 3 new outdoor video displays and structures.

Project Budget **$15,000**

Additions/Exclusions:

- **Cost of outdoor video displays. support structures, city ID cabinets/branding, and installation**
- **Permits and Acquisition**

We have reviewed the requirements, and should we be awarded the contract, we are confident we can deliver the level of service and expertise necessary to complete the outdoor video display installations desired.

Gaylen

Gaylen Davenport
Heartland Sign & Lighting
O: 913-642-7446
M: 816-506-4855

QUOTE FORM D

Fee

Cost, complete to provide design ~~and installation~~ RSD services as outlined in RFQu # 25-472-701.

Total Cost: $15,000

Worldwide Energy, Inc. DBA Heartland Sign and Lighting

COMPANY NAME

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

Form D - Quote
RFQu: 25-472-701
Outdoor Video Display Signs Design
Firm Name

RAYMORE
come home to more

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/9/2025
SUBMITTED BY: Jordan Lea DEPARTMENT: Economic Development
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Watermark New Lender Refinancing Agreement (pg 201)

STRATEGIC PLAN GOAL / STRATEGY

3.2.4 Provide quality, diverse housing options that meet the needs of our current and future 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 3971
2. Collateral Assignment of Bonds and Bond Documents
3. Fee Deed of Trust
4. Ground Lessor Estoppel

BACKGROUND / JUSTIFICATION

Approval of this request would allow for the refinancing of the Watermark (The Depot) Project, a Class A residential development. Originally supported by Chapter 100 Taxable

Revenue Bonds (Series 2022), the project is now transitioning those bonds to a new lender. TTRES MO Raymore Dean Ave, LLC, the project's developer, is entering into new loan agreements with updated financial partners, including BREDIF CO SELLER LLC and SBNP SIA IV CO SELLER LLC, with Barings LLC as administrative agent. As part of the transaction, the developer is requesting consent for the reassignment of its rights under the bonds. Approval supports the financial restructuring of the project while maintaining oversight and compliance with prior agreements.

BILL 3971

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING CERTAIN DOCUMENTS RELATED TO THE CITY'S TAXABLE REVENUE BONDS (WATERMARK PROJECT), SERIES 2022."

WHEREAS, the City of Raymore, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the City previously authorized the issuance of its Taxable Revenue Bonds (Watermark Project), Series 2025 (the "Chapter 100 Bonds") for the purpose of (a) acquiring certain land in the City (the "Project Site") and (b) leasing the Project Site and Project Improvements (as hereinafter defined) to TTRES MO Raymore Dean Ave, LLC, a Delaware limited liability company (the "Tenant") for the design and construction of a multi-building "Class A" multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets (collectively, the "Project Improvements," and together with the Project Site being the "Project"); and,

WHEREAS, the Tenant proposes to enter into certain financing documents with BREDIF CO SELLER LLC and SBNP SIA IV CO SELLER LLC (collectively, the "Lenders") and Barings LLC ("Barings"), as administrative agent of the Lenders, in connection with Lenders' making of a loan to Tenant (the "Refinancing"); and,

WHEREAS, in connection with the Refinancing, Tenant requests the City's consent and signature on documents related to the assignment of Tenant's rights under the Chapter 100 Bonds and to the Project.

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

Section 1. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Collateral Assignment of Bonds and Bond Documents (the "Collateral Assignment") among the City, Security Bank of Kansas City, as Trustee, and the Tenant.
(b) Fee Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Fee Deed of Trust") by the City.
(c) Ground Lessor Estoppel Certificate (the "Estoppel") by the City.

Section 2. Execution of Documents. The Mayor and City Clerk are hereby authorized to execute the City Documents.

Section 3. Further Authority. The Mayor, City Manager, City Clerk and other officials, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the City Documents.

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF JUNE, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

Approved as to form:

_____
City Attorney

EXHIBIT A

TO ORDINANCE

Collateral Assignment, Fee Deed of Trust, and Estoppel

Space above reserved for Recorder of Deeds certification)

COVER SHEET

Title of Documents:	Collateral Assignment of Bonds and Bond Documents
Date of Document:	June __, 2025
Grantor:	TTRES MO RAYMORE DEAN AVE, LLC, a Delaware limited liability company
Grantor's Mailing Address:	c/o Thompson Thrift 901 Wabash Ave., Suite 300 Terre Haute, IN 47807 Attn: Tim Fears
Grantee:	BARINGS LLC, a Delaware limited liability company, as Administrative Agent for each Lender under the Loan Agreement
Grantee's Mailing Address:	300 S. Tryon Street, Suite 2500 Charlotte, North Carolina 28202 Attention: Structured Real Estate Investments Loan Servicing Mortgage Loan No. 25601
Legal Description:	See Exhibit A, attached and incorporated

COLLATERAL ASSIGNMENT OF BONDS AND BOND DOCUMENTS

City of Raymore, Missouri
Taxable Revenue Bonds
(Watermark Project)
Series 2022

This **COLLATERAL ASSIGNMENT OF BONDS AND BOND DOCUMENTS** (this "**Assignment**"), dated for purposes of reference as of June __, 2025, is made by **TTRES MO RAYMORE DEAN AVE, LLC**, a Delaware limited liability company ("**Borrower**") to and for the benefit of **BARINGS LLC**, a Delaware limited liability company ("**Barings**") in its capacity as Administrative Agent on behalf of each Lender (as defined in the Loan Agreement (defined below), together with its respective successors and assigns, "**Lenders**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated and executed by Borrower, TTRES AT OCALA 48TH FL, LLC, a Delaware limited liability company ("**Ocala Borrower**"), WATERMARK AT DAYTONA WILLIAMSON FL, LLC, a Delaware limited liability company ("**Daytona Borrower**"), TTRES CO GREELEY CENTERPLACE DR, LLC, a Delaware limited liability company ("**Greeley Borrower**"), TTRES MI WYOMING BANEBERRY AVE, LLC, a Delaware limited liability company ("**Wyoming Borrower**"), TTRES AZ BUCKEYE YUMA RD, LLC, a Delaware limited liability company ("**Buckeye Borrower**"), TTRES CO MONUMENT JACKSON CREEK LLC, a Delaware limited liability company ("**Monument Borrower**"), TTRES AT WOODBURY SPRINGHILL MN, LLC, a Delaware limited liability company ("**Woodbury Borrower**", and together with Ocala Borrower, Daytona Borrower, Greeley Borrower, Wyoming Borrower, Buckeye Borrower and Monument Borrower, individually and collectively, jointly and severally, "**Other Borrowers**"), Barings and Lenders (as the same may hereafter be amended or modified, the "**Loan Agreement**"), Lenders have agreed to make a loan to Borrower and Other Borrowers in the principal amount of FIVE HUNDRED FORTY-EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($548,500,000.00) (the "**Loan**"). The Loan is further evidenced by that certain Promissory Note executed by Borrower and Other Borrowers in favor of Lenders (the "**Note**"); a Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Borrower in favor of Lenders encumbering the below-described Premises (the "**Leasehold Deed of Trust**"); and other documents or instruments executed by Borrower and Other Borrowers evidencing, securing or delivered in connection with the Loan, as well as any guaranty or indemnity delivered by "Guarantor" (as defined in the Loan Agreement), as each and any of the same may be amended, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time (collectively, the "**Loan Documents**").

WHEREAS, the Loan and other Indebtedness (as defined in the Leasehold Deed of Trust) are secured by, among other things, the Leasehold Deed of Trust, which shall encumber the real property located in the City of Raymore, Cass County, Missouri, and more particularly described in **Exhibit A** attached hereto and incorporated herein, together with any improvements now existing or to be constructed thereon (collectively, the "**Premises**");

WHEREAS, Borrower is the beneficial owner and holder of those certain Taxable Revenue Bonds (Watermark Project) Series 2022, in the maximum principal amount of $48,134,000.00 (the "**Bonds**"), issued by the City of Raymore, Missouri (the "**Issuer**") pursuant to an ordinance adopted by the City Council of Issuer on September 13, 2021 (the "**Ordinance**") and that certain Trust Indenture dated August 26, 2022 (the "**Indenture**"), between Issuer and Security Bank of Kansas City, as trustee (the "**Trustee**") and as contemplated by the Performance Agreement dated August 26, 2022 (the "**Performance Agreement**") between the Issuer and the Borrower;

WHEREAS, Issuer leased the Project (as defined in the hereinafter referenced Lease Agreement) to Borrower pursuant to that certain Lease Agreement dated August 26, 2022 between Issuer and Borrower (the "**Lease Agreement**");

WHEREAS, pursuant to that certain Bond Purchase Agreement dated August 26, 2022 (the "**Bond Purchase Agreement**"), between Issuer and Borrower, Borrower purchased the Bonds;

WHEREAS, as a necessary condition to the Loan, Lenders have required Borrower to assign to Lenders, as additional security for the Indebtedness, all Borrower's right, title and interest in and to the Collateral (as hereinafter defined) relating to the Bonds.

NOW, **THEREFORE**, for valuable consideration, separate and distinct from the consideration given by Lenders with respect to the Loan, the receipt and adequacy of which are hereby acknowledged, Borrower hereby assigns, represents, covenants and agrees as follows:

1. **Assignment**. As additional security for the Indebtedness, Borrower, in its capacity as the beneficial owner and holder of the Bonds, hereby collaterally assigns and transfers unto Barings, as collateral agent and Administrative Agent of Lenders, all of Borrower's existing and hereafter arising right, title and interest in, to and under the following (collectively, the "**Collateral**"):

(a) The Bonds;

(b) The Bond Purchase Agreement;

(c) The Ordinance;

(d) The Indenture;

(e) The Lease Agreement;

(f) The Performance Agreement;

(g) All instruments evidencing, securing or otherwise pertaining to any of the foregoing, including but not limited to all certificates evidencing the Bonds, the Chapter 100 Plan relating to the Bonds, and all closing certificates executed by Issuer, Trustee, and/or Borrower (all such documents, together with the instruments described in the foregoing clauses (a) through (f), as any of the foregoing may be further amended, restated and/or supplemented from time to time, collectively, the "**Bond Documents**");

(h) All right of Borrower to tax exemptions and abatements and to receive, collect and enforce payments pursuant to the terms of the Bond Documents;

(i) All renewals, extensions, additions, substitutions or replacements of any of the foregoing;

(j) All powers, options, rights, privileges and immunities pertaining to any of the foregoing; and

(k) All proceeds of any of the foregoing and all cash, security or other property distributed on account of any of the foregoing but excluding any insurance proceeds covering Issuer or Trustee for third party liability claims as set forth in the Lease Agreement.

2. **Representations and Warranties**. Borrower hereby represents and warrants that (a) Borrower has delivered to Barings true and correct copies of the Bond Documents and is the sole legal and beneficial owner of the bondholder's interests in the Collateral; (b) Borrower has not assigned or granted a security interest in the Collateral to any person or entity other than Barings; (c) the recitals set forth at the beginning of this Assignment are true and correct in all respects; and (d) to Borrower's actual knowledge, neither the Borrower nor any other obligor nor guarantor of the Bond Documents are in default of their respective obligations under the Bond Documents, including without limitation the payment of any bond payments due in connection therewith.

3. **No Assumption by Barings or Lenders, and Covenants of Borrower**. Neither this Assignment nor any action or actions on the part of Barings or Lenders on or after the date hereof shall constitute an assumption by Barings or Lenders of any obligations under the Bond Documents, and Borrower shall continue to be liable for all its obligations thereunder arising after the date hereof. Borrower agrees to punctually perform any and all obligations it may have under the Bond Documents and to take such steps as Borrower may deem necessary or appropriate to secure performance by the obligor(s) and guarantor(s) of the Bond Documents of all their respective obligations under the applicable Bond Documents. Notwithstanding the foregoing, for so long as the Loan remains outstanding, Borrower shall exercise its rights under 5.1 of the Lease Agreement to offset rent payments due thereunder with monthly payments due Borrower under the bonds.

4. **Benefits Conditionally Retained by Borrower**. Barings, on behalf of Lenders, hereby grants Borrower the right to continue to receive the benefits of, and exercise the rights under, the Bond Documents unless and until an Event of Default as defined below has occurred and has continued beyond the applicable cure period set forth in the Loan Agreement, if any (the "**Cure Period**"), in which event such rights of Borrower under and pursuant to the Bond Documents may, at the continuing option of Barings, be thereafter revoked by Barings at any time. Notwithstanding the foregoing, so long as the Loan remains outstanding, Borrower shall not amend, modify, transfer, sell, encumber or otherwise dispose of the Bonds or its rights under the Bond Documents, nor shall the Bonds be redeemed (subject to all rights of the Issuer, if any, under the Bond Documents) without the consent of Barings (which shall not be unreasonably, withheld, conditioned or delayed).

5. **Events of Default**. An event of default ("**Event of Default**") shall exist under this Assignment if any of the following events or conditions occurs:

(a) Failure by Borrower to duly observe or perform any term, covenant, condition or agreement of this Assignment;

(b) Any representation or warranty made or deemed made by Borrower in this Assignment shall prove to have been inaccurate, misleading or incomplete in any material respect when made or deemed to have been made; or

(c) The occurrence of an Event of Default under the Note, Loan Agreement, Leasehold Deed of Trust or any other Loan Document.

6. **Remedies**; **Other Rights of Lender**. Upon the occurrence of any Event of Default and continuation of such event beyond the applicable Cure Period, if any, Barings, on behalf of Lenders, shall have the continuing right, but not the obligation, at any time thereafter, without notice and without taking possession of the Project or any part thereof, to take in Barings' name or in the name of Borrower such action as Barings may, at any time or from time to time, reasonably determine to be necessary to protect or exercise the rights of Borrower under the Bond Documents, and may otherwise exercise any other rights or remedies of Barings or Lenders under the Loan Documents as provided in the Bond Documents. Neither Barings nor Lenders shall incur any liability if any action taken by it or on its behalf pursuant to this Assignment shall prove to be in whole or in part inadequate or invalid. Notwithstanding anything to the contrary in this Assignment, neither Barings, Lenders, nor any assignee, nominee, successor or assign of any of them shall exercise any rights or remedies under this Assignment or any of the other Loan Documents that would in any event result in a change of ownership of the Bonds other than a transfer to a person or entity (including any person or entity to which Lenders have assigned all of their interest in the Loan Documents) that also simultaneously acquires the interest of the lessee under the Lease Agreement in that same transfer as provided in the Bond Documents.

7. **Power of Attorney**. Upon the occurrence of any Event of Default that has continued beyond the applicable Cure Period, if any, (a) Barings, on behalf of Lenders, is hereby irrevocably constituted and appointed by Borrower as its true and lawful agent and attorney-in-fact, with full power of substitution, to demand, receive and enforce all rights of Borrower under the Bond Documents, to modify, supplement and terminate the Bond Documents (subject to the terms and conditions of Section 6 and the Bond Documents), to transfer the Bond Documents to either Barings, on behalf of Lenders, or their nominee (subject to the terms and conditions of Section 6 and the Bond Documents), to give appropriate releases, receipts for or on behalf of Borrower in connection with the Bond Documents, to file, pursue, receive payment and acquittances for or otherwise compromise each and every claim Borrower has or may have against the obligor(s) and guarantor(s) of the Bond Documents for payment or otherwise under the Bond Documents, all in the name, place and stead of Borrower or in Barings' name, with the same force and effect as Borrower could have if this Assignment had not been entered into; and (b) Borrower shall deliver to Barings, on behalf of Lenders, upon Barings' written demand, all instruments and documents as Barings may reasonably require and which Borrower may lawfully provide and in accordance with the Bond Documents in order to permit Barings or Lenders' succession to the right, title and interest of Borrower in and to the Bond Documents as provided herein and in the

Bond Documents, and Borrower hereby appoints Barings, on behalf of Lenders, as Borrower's attorney-in-fact to execute any and all such documents on Borrower's behalf upon any failure of Borrower to so execute such documents. It is hereby recognized that the power of attorney herein granted by Borrower is coupled with an interest and is irrevocable but shall terminate on the date that the Loan is paid in full, all other Indebtedness is fully satisfied, and neither Lender has further any obligation to make any advances or extend any other credit under the Loan Documents.

8. **Indemnification**. Borrower shall indemnify, defend and hold harmless Barings and each Lender from and against all liability, loss, damage, cost or expense which it may incur or have incurred under this Assignment or under the Bond Documents, including any claim against either Barings or either Lender by reason of any alleged obligation, undertaking, action, or inaction on its part to perform or discharge any terms, covenants or conditions of the Bond Documents, and including reasonable attorneys', consultants' and paralegals' costs, fees and expenses arising from such indemnified matter, including those arising from the joint, concurrent, or comparative negligence of Barings or either Lender or its respective agents, employees and contractors; however, Borrower shall not be liable under such indemnification to the extent such liability, loss, damage, cost or expense results from Baring's or either Lender's gross negligence or willful misconduct. Any amount covered by this indemnity shall be payable on demand and shall bear interest from the date of demand until the same is paid by Borrower to Barings and/or Lenders, as applicable, at a rate equal to the interest rate set forth in the Note plus the Default Rate (as defined in the Loan Agreement).

9. **No Waiver**; **Remedies Cumulative**. Barings shall not be deemed to have waived any of its rights or Lenders' rights under this Assignment unless such waiver is in writing and signed by Barings. No delay or omission on the part of Barings or either Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not bar or waive the exercise of any right on any future occasion. All rights and remedies of Barings hereunder, whether evidenced hereby or by any other instrument or papers, are cumulative and not exclusive of any remedies provided by law or any other agreement and may be exercised separately or concurrently pursuant and subject to the terms and conditions of this Assignment.

10. **Further Security; Release**. This Assignment shall further secure any extensions, renewals, increases or other modifications of or to the Loan and the other Loan Documents and shall remain in effect as long as any part of the Loan remains unpaid. Upon (a) payment in full of the Loan with Lenders having no remaining obligation to extend any credit or make any advances under the Loan Documents, or (b) the redemption of the Bonds and the termination of the Lease Agreement and the other Bond Documents pursuant and subject to the terms and conditions thereof and with the prior written consent of Barings, on behalf of Lenders, this Assignment (and all rights and remedies granted hereby) shall become and be void and of no effect and Barings shall execute and deliver to Borrower such releases hereof as Borrower shall reasonably request.

11. **Reserved**.

12. **Rights Absolute and Unconditional**. All rights of Barings hereunder and all obligations of Borrower hereunder shall be absolute and unconditional and shall not be affected by (a) any lack of validity or enforceability as to any other person of any of the Loan Documents, (b) any change in the time, manner or place of payment of, or any other term of the secured

obligations, (c) any amendment or waiver of any of the provisions of the Loan Documents as to any other person, and (d) any exchange, release or non-perfection of any other collateral or any release, termination or waiver of any guaranty, for any of the secured obligations.

13. **Notices**. All notices and communications provided for hereunder will be in writing and sent in accordance with the notice provisions of the Loan Agreement.

14. **Successors and Assigns**. This Assignment shall inure to the benefit of Barings and Lenders and each of its respective successors and assigns, and shall be binding upon Borrower and its successors and assigns. Borrower may not assign its rights or obligations under this Assignment without the prior written consent of Barings. All of Barings's or either Lender's right, title and interest hereunder may be assigned in connection with an assignment of the Loan Documents and the term "Barings" as used herein shall include any assignee of Barings and the term "Lender" as used herein includes any assignee of either Lender.

15. **Entire Agreement**; **Amendment**. This Assignment, together with the relevant provisions of the Loan Documents, constitutes the complete agreement of the parties with respect to the subject matter hereof and all prior and contemporaneous understandings and agreements, oral or written, between the parties hereto, other than the Loan Documents, are merged herein. None of the terms or provisions of this Assignment may be waived, altered, modified, limited or amended except by an agreement expressly referring hereto and which Borrower executes and to which Barings consents in writing duly signed by Barings or its authorized agent.

16. **Partial Invalidity**. The unenforceability or invalidity of any provision of this Assignment shall not affect the enforceability or validity of any other provision herein and the invalidity or unenforceability of any provision of any Loan Document to any Person or circumstance shall not affect the enforceability or validity of such provision as it may apply to other Persons or circumstances.

17. **Construction**. Neither this Assignment nor any uncertainty or ambiguity herein shall be automatically construed or resolved against Barings or Borrower, whether under any rule of construction or otherwise. On the contrary, this Assignment has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of Borrower and Barings.

18. **Strict Compliance**. Barings, each Lender, and Borrower each hereby covenants and agrees that it shall strictly comply with the terms and conditions of this Assignment.

19. **No Partnership or Joint Venture**. Neither anything contained in this Assignment nor any acts of the parties hereto shall be construed to create a partnership or joint venture of any kind between Barings and Borrower. The relationship between Borrower, on the one hand, and Barings, on the other hand, is solely that of debtor and creditor, and Barings does not have a fiduciary or other special relationship with Borrower, and no term or condition of this Assignment or any of the Loan Documents shall be construed so as to deem the relationship between Borrower and Barings to be other than that of debtor and creditor. Borrower and Barings acknowledge and agree that the relationship between Borrower, on the one hand, and Barings, on the other hand, arose entirely pursuant to and in accordance with the Loan Documents.

20. **No Third Party Beneficiary**. This Assignment is solely for the benefit of Barings and Lenders and each of their respective successors and assigns, and may not be relied on by any other Person.

21. **Further Assurances**. Borrower shall at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably and commercially necessary, or that Barings may reasonably request, in order to protect any right or interest granted by this Assignment or to enable to exercise and enforce its rights and remedies under this Assignment, all subject to the respective terms and conditions of this Assignment, the Loan Documents and the Bond Documents.

22. **Counterparts**. This Assignment may be executed in any number of counterparts, and all such counterparts shall constitute but one and the same executed and delivered document.

23. **Definitions**. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

24. **Captions**. The section and subsection captions contained herein are for convenience of reference only, are not a part of this Assignment and shall not affect the interpretation hereof.

25. **Time of the Essence**. Time is of the essence of this Assignment.

26. Governing Law, Waiver of Jury Trial and Consent to Jurisdiction.

(a) The parties agree the attachment, perfection and priority of the assignments contained herein and the enforcement of such assignments shall be governed by the laws of Missouri.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND BY ITS ACCEPTANCE HEREOF, BARINGS ON BEHALF ITSELF AND LENDERS, EACH AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS ASSIGNMENT, AND ALL OTHER DOCUMENTS ENTERED INTO BY THE PARTIES HERETO IN CONNECTION HEREWITH. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR LENDERS TO MAKE THE LOAN AND THAT THE EXECUTION AND DELIVERY OF THIS ASSIGNMENT BY BORROWER AND IF APPLICABLE, BARINGS, IS MADE IN RELIANCE UPON SUCH WAIVER. BORROWER AND BY ITS ACCEPTANCE HEREOF, BARINGS, EACH FURTHER WARRANT AND REPRESENT THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE BY EACH PARTY HERETO, FOLLOWING CONSULTATION WITH THEIR RESPECTIVE LEGAL COUNSEL.

(c) Borrower irrevocably agrees that subject to Barings's sole and absolute discretion, Barings, on behalf of Lenders, may bring suit, action, or other legal proceedings arising out of this Assignment in courts located in Cass County, Missouri, whether local,

state, or federal. Borrower hereby waives any rights Borrower may have to request a change of venue or removal to another court.

(d) The covenants and waivers made pursuant to this Section shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Assignment. In the event of litigation, this Assignment may be filed as a written consent to a trial by the court.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly executed as of the day and year first set forth above.

TTRES MO RAYMORE DEAN AVE, LLC,
a Delaware limited liability company

By:_____
Print Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ of June 2025, before me personally appeared _____, the _____ of **TTRES MO RAYMORE DEAN AVE, LLC**, a Delaware limited liability company, and executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, and that said individual is authorized to execute said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public

_____
Notary's printed or typed name
My Commission Expires: _____

(SEAL)

ACKNOWLEDGEMENT AND CONSENT OF ISSUER AND TRUSTEE

Issuer and Trustee hereby acknowledge, consent and agree to the execution and delivery of the foregoing Collateral Assignment of Bonds and Bond Documents (the "**Assignment**"), **by TTRES MO RAYMORE DEAN AVE, LLC**, a Delaware limited liability company (the "**Borrower**"), in favor of **BARINGS LLC,** a Delaware limited liability company ("**Barings**") in its capacity as Administrative Agent (defined below) on behalf of each Lender (as defined in the Assignment), together with its successors and assigns, "**Lenders**"). All capitalized terms not expressly defined in this Acknowledgment and Consent shall have the same meanings provided for such terms as defined in the Assignment.

Issuer hereby represents that there was only one bond issued by the Issuer, [bond number / identification]. Trustee hereby represents that Borrower is sole owner of the Bonds, that Trustee currently is holding the Bonds on behalf of Borrower.

Moreover, Issuer and Trustee acknowledge that Borrower has the right to assign its rights and interest in the Bond Documents to Barings, on behalf of Lenders, (or their designee or nominee) pursuant to the Assignment without the consent of either Issuer or Trustee, provided Issuer is provided notice of such assignment, which notice is hereby acknowledged.

Issuer and Trustee hereby further acknowledge that the interest of Borrower in the Bond Documents is assigned and transferred to Barings, on behalf of Lenders, by way of collateral security only, and, until Barings or Lenders acquire ownership of Borrower's leasehold interest in the Premises under the Lease Agreement (the "**Leasehold Estate**") and expressly assumes Borrower's obligations under the Bond Documents, neither Barings nor Lenders shall be deemed to have assumed or become liable for any of the obligations or liabilities of Borrower under the Bond Documents by Barings' acceptance hereof, operation of law, or otherwise.

Issuer and Trustee hereby consent to the Leasehold Deed of Trust and other Loan Documents referenced in the Assignment and Barings' and Lenders' exercise of their respective remedies thereunder in the event of any default under the Loan as provided in the Assignment. Issuer covenants and agrees that upon the acquisition by Barings, Lenders or any third party (in each case, the "**Successor Tenant**") of the Leasehold Estate through foreclosure of the Leasehold Deed of Trust, exercise of Barings' rights under the Assignment, or by conveyance in lieu of foreclosure, Issuer shall recognize Successor Tenant as the successor to all Borrower's interests under the Lease Agreement and shall not disturb Successor Tenant's possession of the Premises in accordance with the Lease so long as Successor Tenant fulfills and satisfies all obligations of Borrower when and as required under the Lease Agreement and the Performance Agreement from and after the date such Successor Tenant acquires the Leasehold Estate. Pursuant to Section 1 of that certain Deed of Trust issued by Issuer in favor of Trustee and securing Issuer's obligations with respect to the Indenture and the Bonds (the "**Indenture Deed of Trust**"), Issuer and Trustee agree and confirm that the Indenture Deed of Trust and Trustee's liens and security interests granted in the "Property" as defined therein is and shall at all times remain subordinate to the liens and security interests of Barings, on behalf of Lenders, in and to the "Mortgaged Property" as defined in the Leasehold Deed of Trust.

Trustee further acknowledges that, concurrently herewith, Issuer is executing and delivering in favor of Barings, as beneficiary on behalf of Lenders, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of even date herewith (the "**Fee Deed of Trust**") and encumbering Issuer's rights, title and interest in and to the Premises (the "**Fee Collateral**"). By executing and delivering this consent, Trustee further acknowledges and agrees that all of the Trustee's rights, titles, claims and liens in and to the Fee Collateral is subject to Barings' rights, title, claims and liens (on behalf of Lenders) in the Fee Collateral pursuant to the Fee Deed of Trust.

[Signature pages follow]

IN WITNESS WHEREOF, City of Raymore, Missouri, has caused this Consent to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the undersigned authorized officer of the City of Raymore, all as of June __, 2025.

City of Raymore, Missouri

By: _____
Name: _____
Title: Mayor

ATTEST:

By: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ of June 2025, before me personally appeared _____, as Mayor of the **CITY OF RAYMORE, MISSOURI,** and executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City, and that said individual is authorized to execute said instrument on behalf of said City as its duly elected Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public for the State of

_____
My Commission Expires: _____

IN WITNESS WHEREOF, SECURITY BANK OF KANSAS CITY, as Trustee, has caused this Consent to be signed in its name and behalf by a duly authorized officer, all as of June __, 2025.

SECURITY BANK OF KANSAS CITY,
as Trustee

By:_____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ of June, 2025, before me personally appeared _____, as _____ of **SECURITY BANK OF KANSAS CITY**, as trustee, and executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said bank, as trustee, and that said individual is authorized to execute said instrument on behalf of said bank, as trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public for the State of

_____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, RAYMORE GALLERIA - FOURTH PLAT, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 26 at Page 76.

Space Above Line Reserved For Recorder's Use

1. **Title of Document:** Fee Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing

2. **Date of Document:** June __, 2025

3. **Grantor:** City of Raymore, Missouri
100 Municipal Court
Raymore, Missouri 64083

4. **Grantee/Beneficiary:** BARINGS LLC, a Delaware limited liability company, as Administrative Agent for each Lender under the Loan Agreement
300 S. Tryon Street, Suite 2500
Charlotte, North Carolina 28202
Attention: Structured Real Estate Investments Loan Servicing
Mortgage Loan No. 25601

5. **Legal description:** See Exhibit A annexed to the document.

6. **Reference(s) to Related Document(s):** _____[1]

[1] Note: To be updated with reference to Leasehold DOT.

7. Following recording return to: Cox, Castle & Nicholson LLP
2029 Century Park East, 21st Floor
Los Angeles, California 90067
Attention: Adam B. Weissburg, Esq.

THIS DEED OF TRUST SECURES THE NOTE AND LOAN AGREEMENT (AS BELOW DEFINED) WHICH PROVIDE FOR A VARIABLE INTEREST RATE.

THIS DOCUMENT SERVES AS A FIXTURE FILING UNDER THE UNIFORM COMMERCIAL CODE OF MISSOURI.

MORTGAGE LOAN NO.: 25601

FEE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FEE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Deed of Trust**") is made as of June ___, 2025, by CITY OF RAYMORE, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, having an address at 100 Municipal Court, Raymore, Missouri 64082 (together with any subsequent owner of the Mortgaged Property (as defined herein), and its or their respective legal representatives, successors and assigns, "**Grantor**"), to _____, a _____, having an address at _____ ("**Trustee**"), for the use and benefit of BARINGS LLC, a Delaware limited liability company, having an address in care of Barings, 300 S. Tryon Street, Suite 2500, Charlotte, North Carolina 28202, Attention: Structured Real Estate Investments Loan Servicing, Loan No. 25601 ("**Beneficiary**" or "**Grantee**") in its capacity as Administrative Agent (defined below) on behalf of each Lender (as defined in the Loan Agreement (defined below)).

GRANTING CLAUSES

For good and valuable consideration and to secure the payment of an indebtedness in the principal sum of FIVE HUNDRED FORTY-EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($548,500,000.00) in lawful money of the United States, to be paid according to (i) that certain Loan Agreement of even date herewith between TTRES MO RAYMORE DEAN AVE, LLC, a Delaware limited liability company ("**Ground Lessee**"), TTRES AT OCALA 48TH FL, LLC, a Delaware limited liability company ("**Ocala Borrower**"), WATERMARK AT DAYTONA WILLIAMSON FL, LLC, a Delaware limited liability company ("**Daytona Borrower**"), TTRES CO GREELEY CENTERPLACE DR, LLC, a Delaware limited liability company ("**Greeley Borrower**"), TTRES MI WYOMING BANEBERRY AVE, LLC, a Delaware limited liability company ("**Wyoming Borrower**"), TTRES AZ BUCKEYE YUMA RD, LLC, a Delaware limited liability company ("**Buckeye Borrower**"), TTRES CO MONUMENT JACKSON CREEK LLC, a Delaware limited liability company ("**Monument Borrower**"), TTRES AT WOODBURY SPRINGHILL MN, LLC, a Delaware limited liability company ("**Woodbury Borrower**", and together with Ocala Borrower, Daytona Borrower, Greeley Borrower, Wyoming Borrower, Buckeye Borrower and Monument Borrower, individually and collectively, jointly and severally, "**Other Borrowers**"; Other Borrowers and

Ground Lessee are individually and collectively, jointly and severally, herein referred to as "**Borrower**"), Beneficiary and Lenders (as the same may hereafter be amended or modified, the "**Loan Agreement**"), and (ii) those certain Promissory Notes of even date herewith from Borrower to each Lender in the aggregate principal sum of FIVE HUNDRED FORTY-EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($548,500,000.00) with an initial maturity date of _____. 2028 (as the same may be extended pursuant to the Loan Agreement, the "**Maturity Date**"), and any replacement(s) or substitution(s) of said promissory notes held by any Lender or by any successor or assignee of any Lender (as the same may hereafter be amended, modified, split, consolidated or extended, collectively, the "**Note**"), which Loan Agreement and Note are hereby incorporated herein by this reference and made a part hereof, together with all other obligations and liabilities due or to become due by Borrower to Beneficiary or any Lender, all amounts, sums and expenses paid hereunder by or payable to any Lender according to the terms hereof (including, without limitation, all Advances (as hereinafter defined) and interest thereon as provided herein and in the Loan Agreement and any and all other monies due by Ground Lessee under the Ground Lease (as hereinafter defined) and advances made in connection with Beneficiary's cure of any default by Ground Lessee under the Ground Lease), and all other covenants, obligations and liabilities of Borrower under the Note, the Loan Agreement, this Deed of Trust, the Assignment (as hereinafter defined) and any other instrument executed by Borrower evidencing, securing or delivered in connection with the loan evidenced by the Note, expressly excluding the obligations of Borrower under and pursuant to that certain Environmental Indemnification Agreement (as hereinafter defined) (all of the foregoing instruments, as the same may be amended or modified from time to time, collectively, the "**Loan Documents**"), and together with all interest on said indebtedness, obligations, liabilities, amounts, sums, Advances and expenses (all of the foregoing, collectively, the "**Indebtedness**"), Grantor does by these presents **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER AND SET OVER** unto Trustee, as trustee for the benefit of Beneficiary, and each of Trustee's successors in the trust created by this Deed of Trust, forever, in trust, with all **POWERS OF SALE** and **RIGHTS OF ENTRY AND POSSESSION** and all **STATUTORY RIGHTS AND COVENANTS** in the State (as hereinafter defined), the following property, together with all interest and estate which Grantor may hereafter acquire in the following property:

The parcel or parcels of land described in Exhibit A attached hereto and by this reference made a part hereof (the "**Land**")**;**

TOGETHER with the buildings, foundations, structures and improvements (including fixtures) now or hereafter located on or in the Land (collectively, the "**Improvements**");

TOGETHER with all right, power, privilege, option, title and interest, if any, of Grantor in and to the streets and roads, opened or proposed, abutting the Land, all strips and gores within or adjoining the Land, the air space and right to use the air space above the Land, all rights of ingress and egress to and from the Land, all easements, rights of way, reversions, remainders, estates, rights, titles, interests, privileges, servitudes, tenements, hereditaments, and appurtenances now or hereafter affecting the Land or the Improvements, all royalties and rights and privileges appertaining to the use and enjoyment of the Land or the Improvements, including all air, lateral support, streets, alleys, passages, vaults, drainage, water, oil, gas and mineral rights, development rights, all leases and licenses and options to purchase or lease, and all other interests, estates or claims, in law or in equity, which Grantor now has or hereafter may acquire in or with respect to

the Land or the Improvements, with the exception of such rights and interests as have been acquired by the Grantor in its municipal capacity for the purpose of installing and/or maintaining streets and utilities (collectively, the "**Appurtenances**");

The Land, the Improvements and the Appurtenances are hereinafter collectively referred to as the "**Premises**";

TOGETHER with all equipment, fittings, furniture, furnishings, appliances, apparatus, and machinery in which Grantor now or hereafter has a possessory or title interest and now or hereafter installed in or located upon the Premises and Grantor's interest in all building materials, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein or located thereon; all fixtures, inventory, other goods and personal property of whatever kind and nature now contained on or in or hereafter placed on or in the Premises and used or to be used in connection with the letting or operation thereof, in which Grantor now has or hereafter may acquire a possessory or title interest and all renewals or replacements of any of the foregoing property or articles in substitution thereof, including chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, keys or other entry systems, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers, and other equipment used in the operation of the Premises (collectively, the "**Equipment**");

TOGETHER with all right, power, privilege, option, title and interest of Grantor in and under all present or future accounts, deposit accounts, documents, instruments, chattel paper, and general intangibles (including "payment intangibles"), as the foregoing terms are defined in the Code (as hereinafter defined), all deposits, monies or escrows held by Beneficiary, Lender or Lender's or Beneficiary's agent or any accounts established pursuant hereto or pursuant to any other Loan Document, and all contract rights, equipment leases, operating leases and licenses, Operating Agreements (as defined in the Loan Agreement), derivative investments, letters of credit, and rate cap agreements, including casualty insurance policies and liability insurance policies (irrespective of whether such policies are required to be obtained or maintained in force pursuant to the Loan Agreement or other Loan Documents), trade names, trademarks, servicemarks, logos, copyrights, goodwill, franchises, books, records, plans, specifications, permits, licenses, approvals, actions, claims under the Federal Bankruptcy Code (as hereinafter defined) and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the "**Intangibles**");

TOGETHER with all right, power, privilege, option, title and interest of Grantor in and under all existing and future leases, lettings, tenancies, occupancy agreements, licenses to occupy and other similar arrangements affecting the Premises or any part thereof now or hereafter entered into and all amendments, extensions, renewals and guaranties thereof, all security therefor,

including letter of credit rights, guaranties and other supporting obligations, and all moneys payable thereunder, whether entered into before or after the filing by or against Grantor of any petition for relief under the Federal Bankruptcy Code (collectively, the "**Leases**");

TOGETHER with all rents, income, accounts, receivables, issues, profits, security deposits, including the proceeds from letters of credit, guarantees and other supporting obligations, all other payments and profits from the Leases, but specifically excluding rent payable to the City under the Ground Lease, and the use and occupation of the Premises, including fixed and additional rents, cancellation payments, option payments, all revenues and credit card receipts collected from restaurants, bars, and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Premises, or personalty located thereon, or rendering of services by Grantor or any operator or manager of any commercial space located in the Premises or acquired from others including from the rental of any office space, retail space, commercial space, or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, telephone and television systems, the provision or sale of other goods and services, service charges, vending machine sales, and any other payments and benefits to which Grantor may now or hereafter be entitled from the Premises, the Equipment or the Intangibles or under or in connection with the Leases (collectively, the "**Property Income**"), including the immediate and continuing right to make claim for, receive, collect and receipt for Property Income, including the right to make claim in a proceeding under the Federal Bankruptcy Code and to apply the same to the payment of the Indebtedness, all whether before or after the filing by or against Grantor of any petition for relief under the Federal Bankruptcy Code; and

TOGETHER with all proceeds, judgments, claims, compensation, awards of damages and settlements pertaining to or resulting from or in lieu of Grantor's right, title and interest in any condemnation or taking of the Premises by eminent domain or any casualty loss or damage to any of the Premises, the Equipment, the Intangibles, the Leases or the Property Income, and including also, the right to assert, prosecute and settle Grantor's right, title and interest in claims arising out of or pertaining to such condemnation or taking or such casualty loss under insurance policies constituting an Intangible and to apply for and receive payments of Grantor's right, title and interest in proceeds under such insurance policies and in any condemnation or taking, and Grantor's right, title and interest all other proceeds from the conversion, voluntary or involuntary, of the Premises, the Equipment, the Intangibles, the Leases or the Property Income, or any part thereof, into cash or liquidated claims. Collectively, all of the foregoing, are herein referred to as the "**Proceeds**".

The Equipment, the Intangibles, the Leases, the Property Income and the Proceeds are hereinafter collectively referred to as the "**Collateral**". The Premises and the Collateral are hereinafter collectively referred to as the "**Mortgaged Property**". ***For avoidance of doubt, no interests held by the Grantor as landlord under the Ground Lease are part of the Collateral or Mortgaged Property subject to this Deed of Trust, but such interests are subordinate to this Deed of Trust.***

TO HAVE AND TO HOLD the Mortgaged Property, with all the privileges and appurtenances to the same belonging, and with the possession and right of possession thereof, unto Trustee, as trustee for the benefit of Beneficiary, and its successors in the trust created by this Deed of Trust, forever, in trust, upon the terms and conditions set forth herein.

GRANTOR IS EXECUTING AND DELIVERING THIS DEED OF TRUST TO ENCUMBER ITS RIGHTS AND INTEREST IN THE MORTGAGED PROPERTY FOR THE BENEFIT OF BENEFICIARY AS SECURITY FOR THE INDEBTEDNESS AND TO INDUCE THE MAKING OF THE LOAN; HOWEVER, IT IS AGREED THAT GRANTOR SHALL NOT HAVE ANY PERSONAL LIABILITY UNDER THIS DEED OF TRUST AND BENEFICIARY'S REMEDIES UNDER THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS AS REGARDS GRANTOR UPON ANY EVENT OF DEFAULT SHALL BE LIMITED SOLELY TO ITS EXERCISE OF RIGHTS AND REMEDIES SET FORTH IN THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS AGAINST THE MORTGAGED PROPERTY. NOTHING SHALL PREVENT BENEFICIARY FROM SEEKING INJUNCTIVE RELIEF, FILING SUIT, OR OBTAINING A JUDGMENT AGAINST GRANTOR TO THE EXTENT THAT SUCH IS REQUIRED TO ENFORCE THE LIENS AND SECURITY INTERESTS ARISING UNDER THIS DEED OF TRUST PROVIDED THAT BENEFICIARY MAY NOT SEEK TO RECOVER FOR ANY INDEBTEDNESS OR OTHER OBLIGATIONS SECURED BY THIS DEED OF TRUST FROM GRANTOR PERSONALLY AND SHALL LOOK SOLELY TO THE MORTGAGED PROPERTY FOR SUCH RECOVERY.

All initially capitalized terms not defined in this Deed of Trust shall have the respective meanings ascribed to such terms in the Loan Agreement.

ARTICLE I
DEFINITION OF TERMS

As used in this Deed of Trust, the terms set forth below shall have the following meanings:

"**Administrative Agent**" has the meaning assigned in the Loan Agreement.

"**Advances**" has the meaning assigned in the Loan Agreement.

"**Appurtenances**" has the meaning assigned in the Granting Clauses.

"**Assignment**" means the Assignment of Leases and Rents from Ground Lessee to Beneficiary of even date herewith.

"**Code**" means the Uniform Commercial Code of the State, as the same may be amended from time to time or any successor statute thereto.

"**Collateral**" has the meaning assigned in the Granting Clauses.

"**Default Rate**" has the meaning assigned in the Loan Agreement.

"**Environmental Indemnification Agreement**" has the meaning assigned in the Loan Agreement.

"**Equipment**" has the meaning assigned in the Granting Clauses.

"**Event of Default**" has the meaning assigned in the Loan Agreement.

"**Federal Bankruptcy Code**" means Title 11 of the United States Code, as the same may be amended from time to time or any successor statute thereto.

"**Grantor**" has the meaning assigned in the preamble of this Deed of Trust.

"**Ground Lease**" means that certain Lease Agreement dated as of August 26, 2022 by and between Grantor and Ground Lessee.

"**Ground Lease Rent**" means any rent, including, without limitation, "additional rent", to be paid by Ground Lessee pursuant to the Ground Lease.

"**Ground Lessee**" has the meaning assigned in the Granting Clauses.

"**Hazardous Substances**" has the meaning assigned in the Environmental Indemnification Agreement.

"**Impositions**" has the meaning assigned in the Loan Agreement.

"**Indebtedness**" has the meaning assigned in the Granting Clauses.

"**Intangibles**" has the meaning assigned in the Granting Clauses.

"**Land**" has the meaning assigned in the Granting Clauses.

"**Leasehold Deed of Trust**" means that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of even date herewith, executed by Ground Lessee in favor of Beneficiary and encumbering Ground Lessee's leasehold estate created pursuant to the Ground Lease.

"**Leases**" has the meaning assigned in the Granting Clauses.

"**Lender**" has the meaning assigned in the preamble of this Deed of Trust.

"**Loan**" means the loan made by Lender to Borrower evidenced by the Note and governed by the Loan Agreement.

"**Loan Agreement**" has the meaning assigned in the Granting Clauses.

"**Loan Documents**" has the meaning assigned in the Granting Clauses.

"**Maturity Date**" has the meaning assigned in the Granting Clauses.

"**Mortgaged Property**" has the meaning assigned in the Granting Clauses.

"**Note**" has the meaning assigned in the Granting Clauses.

"**Option**" means the right of Ground Lessee, if any, under the Ground Lease to (i) extend the term of the Ground Lease, (ii) purchase or otherwise acquire a fee interest in the Land, including any right of first refusal to purchase such fee interest, (iii) terminate the Ground Lease, and/or (iv) exercise any other reversionary rights under the Ground Lease upon the termination of the Ground Lease.

"**Other Borrowers**" has the meaning assigned in the Granting Clauses.

"**Other Mortgaged Property**" means the "Mortgaged Property", as defined in the Loan Agreement, exclusive of the Mortgaged Property (as defined herein).

"**Performance Agreement**" means that certain Performance Agreement, dated as of August 26, 2022, between the Grantor and Ground Lessee.

"**Permitted Encumbrances**" has the meaning assigned in the Loan Agreement.

"**Person**" has the meaning assigned in the Loan Agreement.

"**Premises**" has the meaning assigned in the Granting Clauses.

"**Proceeds**" has the meaning assigned in the Granting Clauses.

"**Property Income**" has the meaning assigned in the Granting Clauses.

"**State**" means the State or Commonwealth in which the Land is situated.

"**Trustee**" means the party or parties identified and defined as Trustee and in the preamble of this Deed of Trust, and each such Trustee's successors in trust created by this Deed of Trust.

"**Upstream Owner**" has the meaning assigned in the Loan Agreement.

ARTICLE II
COVENANTS AND AGREEMENTS OF GRANTOR

Grantor covenants and agrees as follows:

Section 2.01 Interest on Advances and Expenses. All Advances made and any reasonable and out-of-pocket expenses incurred at any time by Beneficiary, Lender or Trustee pursuant to the provisions of this Deed of Trust or the other Loan Documents or under applicable law shall be secured by this Deed of Trust as part of the Indebtedness, with equal rank and priority. All such Advances and reasonable out-of-pocket expenses shall bear interest at the Default Rate from the date that each such Advance or expense is made or incurred to the date of repayment and all such Advances and expenses with interest thereon shall be paid to Beneficiary or Trustee by Borrower within ten (10) Business Days of demand therefor.

Section 2.02 **Assignment of Leases and Property Income**. Grantor hereby absolutely, presently, unconditionally and irrevocably assigns, transfers and sets over to Beneficiary all of the right, title and interest of Grantor in and to the Leases and the Property Income.

Section 2.03 **Covenants and Agreements**. Grantor covenants and agrees that:

(a) Grantor acknowledges that, so long as the Loan remains outstanding, Ground Lessee intends to exercise its rights pursuant to Section 5.1 of the Ground Lease to offset the rents due Grantor under the Ground Lease against the obligations of Grantor to Ground Lessee as "Bondholder" (as defined in the Lease). To the extent of any conflict between the Ground Lease and the Memorandum of Lease Agreement dated August 26, 2022 between Grantor and Ground Lessee with respect to the manner of payment of rent due under the Ground Lease and/or the right of Ground Lessee to so offset rent, the terms of the Ground Lease shall govern.

(b) Grantor recognizes Lenders as a mortgagee of a "Mortgage" (as defined in the Ground Lease) under the Ground Lease.

Section 2.04 Casualty; Condemnation. Notwithstanding anything to the contrary contained in Section 9.1 of the Ground Lease, Grantor agrees upon any casualty or condemnation, Beneficiary (on behalf of Lenders) may hold any insurance proceeds or condemnation award otherwise payable or deliverable to Ground Lessee.

Section 2.05 Notice; Intervention.

(a) Concurrently with any notice sent by Grantor to Ground Lessee, Grantor shall give deliver such notice to Beneficiary. All such notices, as well as any further notices hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by: (i) certified or registered United States mail, postage prepaid, return receipt requested; or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery; addressed in either case as follows:

If to Beneficiary, at the following address:

Barings, Administrative Agent
300 S. Tryon Street, Suite 2500
Charlotte NC 28202
Attention: Structured Real Estate Investments Loan Servicing
Loan No. 25601

With a copy to:

Barings, Administrative Agent
300 S. Tryon Street, Suite 2500
Charlotte NC 28202
Attention: Legal Department, Real Estate Finance
Loan No. 25601

With a copy to:

NewPoint Real Estate Capital LLC
5800 Tennyson Parkway, Suite 200
Plano, TX 75024
Attention: Loan Administration
Loan No. 25601

With a copy to:

Cox, Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, CA 90067
Attention: Adam B. Weissburg

If to Grantor, at the following address:

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

or to such other address and person as shall be designated from time to time by Beneficiary or Grantor, as the case may be, in a written notice to the other party in the manner provided for in this Section 2.08. A notice shall be deemed to have been given: in the case of hand delivery, at the time of actual delivery; in the case of registered or certified mail, three (3) Business Days after deposit in the United States mail; or in the case of expedited prepaid delivery, upon the first attempted delivery on a Business Day. A party receiving a notice that does not comply with the technical requirements for notice under this Section 2.08 may elect to waive any deficiencies and treat the notice as having been properly given.

(b) Grantor further agrees that Beneficiary shall be entitled to intervene, on behalf of Ground Lessee, in any judicial reference or other legal proceedings between Grantor and Ground Lessee.

Section 2.06 Mortgagee Protections. Beneficiary shall be entitled to all leasehold mortgagee protections set forth in the Ground Lease and agrees to accept Beneficiary's cure of any default by Ground Lessee under the Ground Lease. Grantor authorizes Beneficiary to enter the

Premises as reasonably necessary to effect Beneficiary's cure rights and take any action(s) reasonably necessary to effect such cure rights. Grantor further acknowledges Beneficiary may avail itself of the cure rights granted a mortgagee of a "Mortgage" (as defined in the Ground Lease) set forth in the Ground Lease, including those provided in Section 10.4(c) of the Ground Lease, with respect to any default by Ground Lessee under the Performance Agreement.

Section 2.07 No Merger. There shall be no merger of the Ground Lease or any interest therein or of the leasehold estate created thereby, with Grantor's interest in the Land, by reason of the fact that the Ground Lease or such interest therein, or such leasehold estate, may be directly or indirectly held by or for the account of any Person who shall hold a fee simple interest in all or a portion of the Land.

ARTICLE III
SECURITY AGREEMENT

Section 3.01 **Representations and Covenants of Grantor**. Grantor covenants, represents and agrees with and to Beneficiary and each Lender as follows:

(a) The Grantor agrees that this Deed of Trust constitutes a security agreement under the Code and serves as a fixture filing in accordance with the Code. Grantor acknowledges that this Deed of Trust creates, and Grantor hereby grants to Beneficiary, a security interest in favor of Beneficiary as secured party under the Code with respect to all of the Mortgaged Property which is covered by the Code.

Except for the Permitted Encumbrances and the security interest granted by this Deed of Trust,

(b) Grantor hereby authorizes Beneficiary to file with the appropriate public office, at Borrower's expense any financing statements, amendments or continuations thereof, identifying Grantor as debtor and Beneficiary as secured party in connection with the Mortgaged Property.

(c) Grantor represents that its exact legal name is as set forth on the Preamble of this Deed of Trust.

Section 3.02 **Financing Statements**. A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS DEED OF TRUST OR ANY FINANCING STATEMENT RELATING TO THIS DEED OF TRUST SHALL BE SUFFICIENT AS A FINANCING STATEMENT.

Section 3.03 **Fixture Filing**. This Deed of Trust shall constitute a fixture filing under the Code as to any goods and other personal property included in the Mortgaged Property in which Grantor has granted to Beneficiary a security interest as provided in this Article III which are or may become fixtures under applicable law. Grantor is the "**debtor**" and Beneficiary is the "**secured party**" as such terms are defined in the Code, and the respective addresses for each of such parties is set forth on the cover page of this Deed of Trust. The land to which such fixtures relate is the Land. The collateral covered by the fixture filing created by this Deed of Trust includes

goods which are or may become fixtures. This fixture filing is to be recorded in the Official Land Records of Cass County, Missouri (the "**Official Records**").

ARTICLE IV
DEFAULT AND REMEDIES

Section 4.01 **Remedies**. Upon the occurrence of any Event of Default, Beneficiary may take such actions against the Mortgaged Property or any portion thereof as it deems advisable to protect and enforce its rights against the Mortgaged Property, without notice or demand except as set forth herein. Any such actions taken by Beneficiary shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Beneficiary may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Beneficiary permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Such actions may include the following:

(a) Beneficiary or the applicable Lender may declare the entire principal balance under the Note then unpaid, together with all accrued and unpaid interest thereon, prepayment fees thereunder, and all other unpaid Indebtedness, to be immediately due and payable.

(b) Beneficiary may enter into or upon the Mortgaged Property, personally or by its agents, nominees or attorneys, and may dispossess Grantor and its agents and servants therefrom, and thereupon Beneficiary at its sole discretion may: (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every portion of the Mortgaged Property and conduct business thereon, in any case either in the name of Beneficiary or in such other name as Beneficiary shall deem best; (ii) complete any construction on the Mortgaged Property in such manner and form as Beneficiary deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (iv) exercise all rights and powers of Grantor with respect to the Mortgaged Property, whether in the name of Grantor or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Property Income (provided that this shall not include exercising powers of the Grantor as landlord under the Ground Leas); and (v) apply the receipts of Property Income to the payment of the Indebtedness (including any prepayment fee payable under the Loan Agreement) in such order as Beneficiary shall determine in its sole discretion, after deducting therefrom all expenses (including reasonable and out-of-pocket attorneys' fees, costs and expenses) incurred in connection with the aforesaid operations and all amounts necessary to pay the Impositions, insurance and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Beneficiary, its agents, nominees and attorneys.

(c) With or without entry, personally or by its agents, nominees or attorneys, Beneficiary may require Trustee to sell all or any portion of the Mortgaged Property and all or any portion of Grantor's estate, right, title, interest, claim and demand therein and right of redemption thereof at one or more private or public sales in the manner and to the extent permitted by law, as an entirety or in parcels or portions, and Trustee shall have any statutory power of sale as may be provided by law in the State.

(d) Beneficiary may, or may cause Trustee to, institute proceedings for foreclosure under this Deed of Trust, in which case the Mortgaged Property may be sold for cash or upon credit, as an entirety or in parcels or portions.

(e) Without limiting the foregoing, Beneficiary may institute, or may cause Trustee to institute, proceedings for foreclosure under this Deed of Trust for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Deed of Trust for the balance of the Indebtedness not then due.

(f) Beneficiary may institute, or may cause Trustee to institute, an action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement contained in the Note, this Deed of Trust or any other Loan Document, or in aid of the execution of any power granted hereunder or for the enforcement of any other appropriate legal or equitable remedy.

(g) Beneficiary and Trustee shall have the rights and may take such actions as are set forth, described or referred to in Article VII of this Deed of Trust entitled "**State Law Provisions**" or as are permitted by the laws of the State.

(h) Beneficiary and/or the applicable Lender may recover judgment on the Loan Agreement and the Note, either before, during or after any proceedings for the foreclosure or enforcement of this Deed of Trust.

(i) Beneficiary may secure the appointment of a receiver, trustee, liquidator or similar official of the Mortgaged Property or any portion thereof, and Grantor hereby consents and agrees to such appointment, without notice to Grantor and without regard to the adequacy of the security for the Indebtedness and without regard to the solvency of Grantor or any Person liable for the payment of the Indebtedness, and such receiver or other official shall have all rights and powers permitted by applicable law and such other rights and powers as the court making such appointment may confer, but the appointment of such receiver or other official shall not impair or in any manner prejudice the rights of Lender to receive the Property Income pursuant to this Deed of Trust, the Leasehold Deed of Trust or the Assignment.

(j) Beneficiary may exercise any or all of the remedies available to a secured party under the Code.

(k) Beneficiary may pursue, or require Trustee to institute, any other rights and remedies of Beneficiary permitted by law, equity or contract or as set forth herein or in the other Loan Documents.

(l) Beneficiary may, in its sole discretion, apply any funds then on deposit with Beneficiary, including but not limited to such funds on deposit for the payment of Impositions, ground rent or insurance premiums, to the payment of such items or to the repayment of the Indebtedness.

(m) Beneficiary in its sole discretion may surrender any insurance policies and collect the unearned premiums and apply such sums against the Indebtedness.

(n) To the extent permitted by law, Beneficiary may, or may cause Trustee to, exercise any power of sale.

Section 4.02 General Provisions Regarding Remedies.

(a) Proceeds of Sale. The proceeds of any sale of the Mortgaged Property or any part thereof received by Beneficiary shall be (i) first distributed to pay the amounts identified in Sections 1(i) through (iv) of that certain Deed of Trust entered into by Grantor, in favor of Peter Gardner, as Mortgage Trustee, for the benefit of Security Bank of Kansas City as Trustee, dated August 26, 2022, recorded in the Official Records as Document No. ____ securing Grantor's obligations to said Trustee in connection with the "Indenture" and the "Bonds" (as defined therein) (the "**Indenture Deed of Trust**") and, thereafter (ii) distributed and applied to the amounts set forth in Section 2.8 of the Loan Agreement in such order and priority as Beneficiary deems appropriate in its sole discretion, or as otherwise permitted under applicable law.

(b) Effect of Judgment. No recovery of any judgment by Beneficiary or Trustee and no levy of an execution under any judgment upon the Mortgaged Property shall affect in any manner or to any extent the lien of this Deed of Trust upon the Mortgaged Property or any portion thereof, or any rights, powers or remedies of Beneficiary hereunder. Such lien, rights, powers and remedies of Beneficiary and Trustee shall continue unimpaired as before.

(c) Continuing Power of Sale. The power of sale conferred upon Beneficiary in this Deed of Trust shall not be exhausted by any one or more sales as to any portion of the Mortgaged Property remaining unsold, but shall continue unimpaired until all of the Mortgaged Property is sold or all of the Indebtedness is paid.

(d) Right to Purchase. At any sale of the Mortgaged Property or any portion thereof pursuant to the provisions of this Deed of Trust, Beneficiary or Trustee shall have the right to purchase the Mortgaged Property being sold, and in such case shall have the right to credit against the amount of the bid made therefor (to the extent necessary) all or any portion of the Indebtedness then due. Further, to the extent permitted by law, the price payable by Grantor or any other Person in the exercise of the right of redemption, if any, from any sale under or decree of foreclosures of this Deed of Trust shall include all amounts paid and other sums advanced by Beneficiary on behalf of Grantor under the Ground Lease.

(e) Right to Terminate Proceedings. Beneficiary or Trustee may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in Section 4.01 at any time before the conclusion thereof, as determined in Beneficiary's sole discretion and without prejudice to Beneficiary.

(f) No Waiver or Release. Beneficiary may resort to, or require Trustee to resort to, any remedies and the security given by the Loan Documents, in whole or in part, and in such portions and in such order as determined in Beneficiary's sole discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by the Loan Documents. The failure of Beneficiary or Trustee to exercise any right, remedy or option provided in the Loan Documents shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by the Loan Documents. No acceptance by Beneficiary or

any Lender or Trustee of any payment after the occurrence of an Event of Default and no payment by Beneficiary or any Lender or Trustee of any Advance or obligation hereunder shall be deemed to waive or cure such Event of Default. No sale of all or any portion of the Mortgaged Property, no forbearance on the part of Beneficiary or Trustee, and no extension of time for the payment of the whole or any portion of the Indebtedness or any other indulgence given by Beneficiary or Trustee to Grantor or any other Person, shall operate to release or in any manner affect Beneficiary's or Trustee's interest in the Mortgaged Property, except to the extent that such liability shall be reduced by proceeds of the sale of all or any portion of the Mortgaged Property received by Beneficiary. No waiver by Beneficiary or Trustee shall be effective unless it is in a writing executed by Beneficiary and then only to the extent specifically stated therein.

(g) No Impairment; No Release. The interests and rights of Beneficiary and each Lender or Trustee under the Loan Documents shall not be impaired by any indulgence, including: (i) any renewal, extension or modification which Beneficiary may grant with respect to any of the Indebtedness; (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Beneficiary or any Lender or Trustee may grant with respect to the Mortgaged Property or any portion thereof; or (iii) any release or indulgence granted to any maker, endorser, guarantor or surety of any of the Indebtedness. If the Mortgaged Property is sold in violation of this Deed of Trust or the other Loan Documents and Beneficiary enters into any agreement with the then owner of the Mortgaged Property extending the time of payment of the Indebtedness, or otherwise modifying the terms hereof or of any other Loan Document, Borrower shall continue to be liable to pay the Indebtedness according to the tenor of any such agreement unless expressly released and discharged in writing by Beneficiary.

(h) Waivers and Agreements Regarding Remedies. To the fullest extent that Grantor may legally do so, Grantor:

(i) agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any laws now or hereafter in force providing for any appraisal or appraisement, valuation, stay, extension or redemption, and waives and releases all rights of redemption, valuation, appraisal or appraisement, stay of execution, extension and notice of election to accelerate or declare due the whole of the Indebtedness;

(ii) waives all rights to a marshalling of the assets of Grantor, Grantor's partners, if any, and others with interests in Grantor, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the interests hereby created, and agrees not to assert any right under any laws pertaining to the marshalling of assets, the sale in inverse order of alienation, homestead exemption, the administration of estates of decedents, or any other matters whatsoever to defeat, reduce or affect the right of Beneficiary under the Loan Documents to a sale of the Mortgaged Property for the collection of the Indebtedness without any prior or different resort for collection, or the right of Beneficiary or any Lender or Trustee to the payment of the Indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatsoever;

(iii) waives any right to bring or utilize any defense, counterclaim or setoff, other than one in good faith, which denies the existence or sufficiency of the facts upon which the foreclosure action is grounded or which is based on Beneficiary's or Lender's or

Trustee's wrongful actions. If any defense, counterclaim or setoff (other than one permitted by the preceding sentence) is raised by Grantor in such foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a claim which could be tried in an action for money damages, the foregoing waiver shall not bar a separate action for such damage (unless such claim is required by law or applicable rules of procedure to be pleaded in or consolidated with the action initiated by Beneficiary or any Lender or Trustee), but such separate action shall not thereafter be consolidated with Beneficiary's or Lender's or Trustee's foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying any such foreclosure action;

(iv) waives and relinquishes any and all rights and remedies which Grantor may have or be able to assert by reason of the provisions of any laws pertaining to the rights and remedies of sureties;

(v) waives the defense of laches and any applicable statutes of limitation; and

(vi) waives any right to have any trial, action or proceeding tried by a jury.

(i) Beneficiary's Discretion. Except as expressly set forth herein or in any other Loan Document to the contrary, Beneficiary may exercise its rights, options and remedies and may make all decisions, judgments and determinations under this Deed of Trust and the other Loan Documents in its sole and absolute discretion.

(j) Recitals of Facts. In the event of a sale or other disposition of the Mortgaged Property pursuant to Section 4.01 and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts (such as default, the giving of notice of default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, purchase, payment of purchase money and other facts affecting the regularity or validity of such sale or disposition) shall be conclusive proof of the truth of such facts to the extent permitted by applicable law. Any such deed or conveyance shall be conclusive against all Persons as to such facts recited therein, to the extent permitted by applicable law.

(k) Beneficiary's Right to Waive, Consent or Release. Beneficiary may at any time, in writing: (i) waive compliance by Grantor with any covenant herein made by Grantor to the extent and in the manner specified in such writing; (ii) consent to Grantor's doing any act which Grantor is prohibited hereunder from doing, or consent to Grantor's failing to do any act which Grantor is required hereunder to do, to the extent and in the manner specified in such writing; or (iii) release, or require Trustee to release, any portion of the Mortgaged Property, or any interest therein, from this Deed of Trust and the lien of the other Loan Documents. No such act shall in any way impair the rights of Beneficiary or Lender or Trustee hereunder except to the extent specified by Beneficiary in such writing.

(l) Possession of the Mortgaged Property. Upon the occurrence of any Event of Default hereunder and demand by Beneficiary at its option, Grantor shall immediately surrender possession of the Premises to Beneficiary, to the extent that Grantor has possession of the Premises

(Grantor shall not be required to take any action to exclude any third party from the Premises). If Grantor or any other occupant is permitted to remain in possession, such possession shall be as tenant of Beneficiary and such occupant: (i) shall within ten (10) Business Days of demand pay to Beneficiary monthly, in advance, reasonable use and occupancy charges for the space so occupied; and (ii) in default thereof, may be dispossessed by the usual summary proceedings. The covenants herein contained may be enforced by a receiver of the Mortgaged Property or any portion thereof. Nothing in this Section 4.02(l) shall be deemed a waiver of the provisions of this Deed of Trust prohibiting the sale or other disposition of the Mortgaged Property without the prior consent of Beneficiary.

(m) Limitations on Liability. Notwithstanding anything contained herein to the contrary, Grantor shall not have any personal liability under this Deed of Trust and Beneficiary's remedies hereunder upon any Event of Default shall be limited solely to its exercise of remedies set forth herein against the Mortgaged Property.

(n) Subrogation. If all or any portion of the proceeds of the Note or any Advance shall be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any portion thereof, then Beneficiary and Trustee shall be subrogated to, and shall have the benefit of the priority of, such other lien or encumbrance and any additional security held by the holder thereof.

(o) Multiple Security and Other Loan Documents. Grantor acknowledges that Beneficiary and Lender are extending credit based upon the aggregate values of the real and personal property included in the Mortgaged Property and the Other Mortgaged Property which is located in different states and localities. Accordingly, Grantor agrees that from and after any Event of Default, Beneficiary shall be allowed, to the greatest extent permitted by applicable law, to pursue and realize upon all of the remedies available to Beneficiary under any of the Loan Documents, at law, in equity or otherwise, simultaneously or consecutively, in Beneficiary's sole and absolute discretion, including without limitation commencement of one or more actions in one or more jurisdictions for repayment of all or portions of the Indebtedness, for the separate or simultaneous sale or foreclosure of real and/or personal property or portions thereof, for the obtaining of judgments, for the seeking of injunctive relief and for maximum access to and realization from the Mortgaged Property or Other Mortgaged Property (or any portions thereof) in such manner as Beneficiary may deem in its interest, and Grantor hereby waives any requirement that any deficiency judgment proceeding be initiated or completed with respect to any property included in the Mortgaged Property as a condition to commencing any enforcement proceedings against any party or any other portion of the Mortgaged Property or the Other Mortgaged Property. In addition to any other consents, waivers and agreements set forth in any of the Loan Documents, and without limiting the foregoing, Grantor agrees that, to the maximum extent permitted by applicable law, Beneficiary may, with respect to the Mortgaged Property and Other Mortgaged Property, foreclose on and/or sell all properties located in the same state in any one or more counties where any of the properties in that state are located, that any personal property located on real property encumbered by the Loan Documents may be foreclosed upon in the manner provided for, simultaneously with and as a part of the proceeding for foreclosure of the real property, and that Grantor hereby waives (to the extent permitted by applicable law) the benefits of any "one-action rule" of any state which may be applicable to it or to any of the Mortgaged Property or the Other Mortgaged Property and waives marshaling of assets for itself and all other parties claiming

by, through or under it. Grantor agrees that the actions, sales, proceedings and foreclosures described above may be commenced in any order determined by Beneficiary in its sole discretion.

ARTICLE V
MISCELLANEOUS

Section 5.01 **Binding Obligations**. The provisions and covenants of this Deed of Trust shall run with the land, shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Trustee (including its successors) and Beneficiary, its successors and assigns.

Section 5.02 **Captions**. The captions of the sections and subsections of this Deed of Trust are for convenience only and are not intended to be a part of this Deed of Trust and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

Section 5.03 **Severability**. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 5.04 **Amendments; Consents**. This Deed of Trust cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless in writing and signed by the party against which enforcement is sought. No consent or approval required hereunder or under any other Loan Document shall be binding unless in writing and signed by the party sought to be bound.

Section 5.05 **Coversheet and Exhibits**. The Cover Sheet and each exhibit, schedule and rider attached to this Deed of Trust are integral parts of this Deed of Trust and are incorporated herein by this reference. In the event of any conflict between the provisions of any such exhibit, schedule or rider and the remainder of this Deed of Trust, the provisions of such exhibit, schedule or rider shall prevail.

Section 5.06 **Legal Construction**.

(a) In all respects, including, without limitation, matters of construction, validity and performance of this Deed of Trust and the obligations arising hereunder, this Deed of Trust shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts and obligations made and performed in such State (without regard to principles of conflict of laws) and any applicable laws of the United States of America, except that at all times the provisions for the creation, perfection, priority and enforcement of the liens and security interests created pursuant to this Deed of Trust shall be governed by and construed according to the laws of the State of Missouri, it being understood that, to the fullest extent permitted by the laws of the State of Missouri, the laws of the State of New York shall govern the construction, validity and enforceability of this Deed of Trust and all obligations arising hereunder. Interpretation and construction of this Deed of Trust shall be according to the contents hereof and without presumption or standard of construction in favor of or against Grantor or Beneficiary.

(b) All terms contained herein shall be construed, whenever the context of this Deed of Trust so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(c) The terms "**include**" and "**including**" as used in this Deed of Trust shall be construed as if followed by the phrase "**without limitation**". The words "**hereof**", "**herein**" and "**hereunder**" and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust, and Article, Section and Exhibit references contained in this Deed of Trust are references to Articles, Sections and Exhibits in or to this Deed of Trust unless otherwise specified.

(d) Any provision of this Deed of Trust or in the other Loan Documents permitting the recovery of "**attorneys' fees**", "**attorneys' fees and expenses**", "**attorneys' fees and costs**" or "**attorneys' fees, costs and expenses**" or any similar term shall be deemed: (i) to include such attorneys' fees, costs and expenses; (ii) to include such fees, costs and expenses incurred in all probate, appellate and bankruptcy proceedings, as well as any post-judgment proceedings to collect or enforce any judgment or order relating to the Indebtedness or any of the Loan Documents; and (iii) shall be deemed to be separate and several, and shall survive merger into judgment.

Section 5.07 **Time of the Essence**. Time shall be of the essence in the performance of all obligations of Grantor under this Deed of Trust.

Section 5.08 **Repayment and Release**. If all of the Indebtedness is paid in full in accordance with the Loan Agreement, the Note, this Deed of Trust and the other Loan Documents and all other Obligations have been satisfied, then in that event only all rights of Beneficiary and Lender under this Deed of Trust and the other Loan Documents shall terminate and the Mortgaged Property shall become wholly clear of the liens, grants, security interests, conveyances and assignments evidenced hereby and thereby, and Beneficiary shall release or cause to be released such liens, grants, assignments, conveyances and security interests in due form at Borrower's cost (to the extent permitted by the law of the State), and this Deed of Trust shall be void; provided, however, that no provision of this Deed of Trust or any other Loan Document which, by its own terms, is intended to survive such payment, performance, and release (nor the rights of Beneficiary under any such provision) shall be affected in any manner thereby and such provision shall, in fact, survive. To the extent permitted by law, such an instrument may describe the grantee or releasee as "**the person or persons legally entitled thereto**" and Beneficiary shall not have any duty to determine the rights of persons claiming to be rightful grantees or releasees of any of the Mortgaged Property. When this Deed of Trust has been fully released or discharged by Beneficiary and/or Trustee, the release or discharge hereof shall operate as a release and discharge of the Assignment and as a reassignment of all future Leases and Property Income with respect to the Mortgaged Property to the person or persons legally entitled thereto, unless such release expressly provides to the contrary.

Section 5.09 **Suretyship Waivers**. Grantor understands that this Deed of Trust secures, among other things, Ground Lessee's obligations under the Loan Documents and that Lender would not have made the Loan but for the delivery of this Deed of Trust. Grantor agrees that, pursuant to the Ground Lease, it was obligated to deliver this Deed of Trust to any lender or

mortgagee of Ground Lessee and that Grantor has received independent consideration for such obligation. To the extent that, notwithstanding the above and the express intent of the parties, Grantor is deemed to be a surety or guarantor of any Other Grantor, then Grantor hereby waives (to the extent permitted by applicable law) any and all suretyship defenses or defenses in the nature thereof.

Section 5.10 **Conflict**. Notwithstanding anything to the contrary herein, this Deed of Trust shall be subject to the terms and conditions of the Loan Agreement and in the event of any conflict between the terms and conditions of this Deed of Trust and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall prevail.

Section 5.11 **Priority**. Pursuant to the terms of that certain Acknowledgement and Consent of Issuer and Trustee executed by the Grantor and the Trustee affixed to that certain Collateral Assignment of Bonds and Bond Documents executed by Ground Lessee in favor of Lender, this Deed of Trust shall at all times remain prior and senior to the Indenture Deed of Trust.

ARTICLE VI
TRUSTEE

Section 6.01 **Certain Actions of Trustee**. Upon the written request of Beneficiary, Trustee may at any time: (a) reconvey all or any portion of the Mortgaged Property; (b) consent to the making of any map or plat thereof; (c) join in granting any easement thereon or in creating any covenants or conditions restricting the use or occupancy thereof; or (d) join in any extension agreement or in any agreement subordinating the lien or charge hereof. Any such action may be taken by Trustee without notice, and shall not affect the personal liability of any person for the payment of the Indebtedness or the lien of this Deed of Trust upon the Mortgaged Property for the full amount of the Indebtedness.

Section 6.02 **Reconveyances**. Upon the written request of Beneficiary stating that all sums secured hereby have been paid, and upon payment of its fees, Trustee shall reconvey without warranty the Mortgaged Property then held by Trustee hereunder.

Section 6.03 **Trustee's Covenants and Compensation**. Trustee, by its acceptance hereof, covenants faithfully to perform and fulfill the trust herein created, being liable, however, only for negligence or willful misconduct. Trustee hereby waives any statutory fee and shall be entitled to, and hereby agrees to accept, reasonable compensation in lieu thereof for all services rendered and expenses incurred in the administration or execution of the trust hereby created.

Section 6.04 **Substitution of Trustee**. Beneficiary shall be entitled to remove, at any time and from time to time, the Trustee for any or no reason. In case of the death, removal, resignation, refusal to act or otherwise being unable to act of the Trustee, Beneficiary shall be entitled to select and appoint a successor Trustee hereunder by an instrument duly executed, acknowledged and recorded in the Official Land Records for the jurisdiction where the Land is located. Upon the execution and acknowledgment of the appointment of a successor Trustee, such writing shall be conclusive proof of proper substitution of such successor or substitute Trustee, and such successor Trustee shall succeed to Trustee as Trustee hereunder and to all of the rights, powers, duties, obligations and estate of such Trustee as if specifically named herein without

conveyance from the predecessor Trustee. No defect or irregularity in the resignation or removal of said Trustee or in the appointment of a successor Trustee or in the execution and recording of such instrument shall affect the validity of said resignation, removal or appointment or any act or thing done by such successor Trustee pursuant thereto. It shall not be required that any such appointment of a successor Trustee be recorded prior to the commencement of the publication of any notice of a trustee's sale. The recording of an appointment of a successor Trustee after noticing or publication of a Trustee's sale hereunder is hereby authorized, and any such recording shall not affect the validity of any Trustee's sale conducted thereafter. Trustee shall not be disqualified from acting as the trustee hereunder or from performing any of the duties of Trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact that Trustee is an officer employee, stockholder or subsidiary of Beneficiary or any Lender, or is interested, directly or indirectly, as the holder of the Loan Documents, Grantor hereby expressly consenting to Trustee acting as a trustee hereunder irrespective of the fact that Trustee might be otherwise disqualified for any of the foregoing reasons, and that any interest which Trustee or any successor shall have or may acquire in the Indebtedness, or the Mortgaged Property, shall neither interfere with nor prevent such Trustee from acting as Trustee or from purchasing said property at said sale or sales, and all parties waive any objection to Trustee having or acquiring any such interest in the Indebtedness or Mortgaged Property and continuing to act as Trustee.

Section 6.05 **Resignation of Trustee**. Trustee may resign at any time upon giving at least thirty (30) days' prior written notice to Borrower and Beneficiary.

ARTICLE VII
STATE LAW PROVISIONS

Section 7.01 **Conflict**. In the event of any conflict between the provisions of this Article VII and any other provisions of this Deed of Trust, then the provisions of this Article VII shall control.

(a) **Security for Future Advances and Future Obligations**. **THIS DEED OF TRUST SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS AND SHALL BE GOVERNED BY SECTION 443.055 R.S.MO., AS AMENDED FROM TIME TO TIME. THE TOTAL "FACE AMOUNT" OF THE PRESENT AND FUTURE ADVANCES AND OBLIGATIONS WHICH MAY BE SECURED BY THIS SECURITY INSTRUMENT AT ANY GIVEN TIME IS THE PRINCIPAL SUM OF $548,500,000.00, PLUS ANY ADDITIONAL AMOUNTS ADVANCED BY BENEFICIARY OR ANY LENDER FOR THE PROTECTION OF THE MORTGAGED PROPERTY, PLUS ANY FEES AND COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY BENEFICIARY OR ANY LENDER IN CONNECTION WITH SUCH ADVANCES AND OBLIGATIONS, PLUS ANY DUE AND UNPAID INTEREST ACCRUED ON ALL PRINCIPAL OUTSTANDING AND ADVANCED, INCLUDING PRINCIPAL AMOUNTS ADVANCED BY BENEFICIARY OR ANY LENDER FOR FINANCING, THE PROTECTION OF THE MORTGAGED PROPERTY, AND TO COVER FEE AND COSTS, INCLUDING ATTORNEYS' FEES, AS PROVIDED BY THE NOTE AND OTHER LOAN DOCUMENTS AND ANY OTHER AGREEMENTS SECURED BY THIS DEED OF TRUST.**

(b) **Continuous Future Advance Coverage**. Grantor hereby covenants and agrees that it will not at any time (a) give any notice pursuant to Section 443.055 R.S.Mo., as amended, to terminate the operation of this Deed of Trust as security for future advances and/or future obligations made or incurred after the date Beneficiary receives such notice, or (b) take or permit any other action for the purpose of limiting or attempting to limit the operation of this Deed of Trust as security for future advances and/or future obligations. Notwithstanding the foregoing, Grantor agrees that it shall be an Event of Default under this Deed of Trust and the other Loan Documents if Grantor, any other owner of the Mortgaged Property, any of the Other Grantors or any other party should attempt to terminate or should terminate the operation of this Deed of Trust as security for future advances and/or future obligations, and Beneficiary and each Lender shall be fully released from and relieved of any obligation in the event of any purported or actual termination of coverage of this Deed of Trust as security for future advances and/or future obligations to thereafter advance any amounts under the Loan Agreement or the other Loan Documents.

(c) **Credit Statute of Frauds**. This notice is provided pursuant to Section 432.047, R.S.Mo. As used in such notice, "**you**" means Grantor or Grantor, "**us**" means Beneficiary and each Lender, "**Grantor**" means Grantor, "**creditor**" means Beneficiary and each Lender, "**credit agreement**" is as defined in Section 432.047 R.S.Mo., and "**this writing**" means this Deed of Trust, and the other Loan Documents. **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (GRANTOR(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

(d) **Collateral Protection Act Notice**. The following notice is provided pursuant to Section 427.120, R.S.Mo. As used herein, the terms "**you**" and "**your**" shall refer to Grantor or Grantor, the terms "**we**" and "**us**" shall refer to Beneficiary and each Lender, and the term "**Collateral**" shall refer to the Mortgaged Property: **UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE**

EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.

(e) **IN THE EVENT ANY OF THE GRANTOR'S OBLIGATIONS OR OTHER INDEBTEDNESS SECURED HEREBY IS PAYABLE UPON DEMAND, NEITHER THIS DEED OF TRUST NOR ANYTHING CONTAINED HEREIN OR IN ANY OF THE OTHER LOAN DOCUMENTS SHALL BE DEEMED TO ALTER, LIMIT, OR OTHERWISE IMPINGE UPON THE DEMAND CHARACTER OF SUCH OBLIGATIONS AND INDEBTEDNESS**

(f) Grantor understands that this Deed of Trust secures, among other things, Ground Lessee's obligations under the Loan Documents and that Lender would not have made the Loan but for the delivery of this Deed of Trust. Grantor agrees that, pursuant to the Ground Lease, it was obligated to deliver this Deed of Trust to any lender or mortgagee of Ground Lessee and that Grantor has received independent consideration for such obligation. To the extent that, notwithstanding the above and the express intent of the parties to the contrary, Grantor is deemed to be a guarantor or other surety of Ground Lessee or any Other Borrower, then Grantor hereby waives (to the extent permitted by applicable law) any and all defenses based on suretyship or impairment of collateral, and all defenses or benefits relating to or arising under any anti-deficiency laws. Without limiting the foregoing, the liens and security interests granted pursuant to this Deed of Trust will not be affected by any surrender, exchange, acceptance, compromise or release by the Beneficiary or any Lender of any other obligor or any security held by Beneficiary or any Lender with respect to the indebtedness secured by this Deed of Trust, any failure of the Beneficiary or any Lender to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other Collateral for any of the Indebtedness, or by any irregularity, unenforceability or invalidity of any of the Indebtedness or any part thereof or any security therefor. Additionally, without limiting the foregoing, the liens and security interests granted pursuant to this Deed of Trust shall not be affected, modified or impaired by any counterclaim, set-off, recoupment, deduction or defense based upon any claim the Grantor may have (directly or indirectly) against the Ground Lessee, any Other Borrower, the Beneficiary or any Lender, except payment or performance of the Indebtedness. Further without limiting the foregoing, notice of acceptance of this Deed of Trust, notice of extensions of credit to the Ground Lessee or any Other Borrower from time to time, notice of default, diligence, presentment, notice of dishonor, protest, demand for payment, and any defense based upon the Beneficiary's failure to comply with the notice requirements under Sections 9-611 and 9-612 of the Uniform Commercial Code as in effect from time to time are hereby waived. Moreover, Grantor acknowledges and agrees, that Beneficiary and any Lender at any time and from time to time, without notice to or the consent of the Grantor, and without impairing or releasing, discharging or modifying the liens and security interests arising pursuant to this Deed of Trust, may (a) change the manner, place, time or terms of payment or performance of or interest rates on, or other terms relating to, any of the Indebtedness; (b) renew, substitute, modify, amend or alter, or grant consents or waivers relating to any of the Indebtedness, any other guaranties, or any security for any Indebtedness, including, without limitation, Indebtedness secured by guaranties; (c) apply any and all payments by whomever paid or however realized including any proceeds of any Collateral, to any Indebtedness

in such order, manner and amount as the Beneficiary or applicable Lender(s) deem appropriate as contemplated by the Loan Documents; (d) settle, compromise or deal with any other person, including the Ground Lessee, any Other Borrower, and any other obligor with respect to any Indebtedness in such manner as the Beneficiary or applicable Lender(s) deems appropriate as contemplated by the Loan Documents; (e) substitute, exchange or release any security or guaranty; or (f) take such actions and exercise such remedies as provided in this Deed of Trust and the other Loan Documents.

[No Further Text On This Page]

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first above written. The Grantor has executed the foregoing Deed of Trust for the sole purpose of subjecting its fee estate to the lien and effect of the Deed of Trust. Under no circumstance shall the Grantor (or the individuals signing on behalf of the Grantor) be subject to any personal or monetary liability for any failure of a representation or certification made under the Deed of Trust or the failure of any party, including the Grantor, to comply with the terms of the Deed of Trust. The Grantor shall not be liable for any payment obligation undertaken by the Borrowers in connection with the Deed of Trust or the loan secured thereby. The foregoing is a condition of signature by the Grantor.

GRANTOR:

CITY OF RAYMORE, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the law of the State of Missouri

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, Notary Public
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT A

DESCRIPTION OF LAND

Lot 1, RAYMORE GALLERIA - FOURTH PLAT, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 26 at Page 76.

GROUND LESSOR ESTOPPEL CERTIFICATE
CITY OF RAYMORE, MISSOURI

JUNE __, 2025

As used herein, the following terms have the following meanings:

Lenders:	BREDIF CO SELLER LLC and SBNP SIA IV CO SELLER LLC
Loan:	A loan made by Lenders to Ground Lessee on or about June ___, 2025
Loan Documents:	All documents and instruments evidencing or securing the Loan, as any of the foregoing may be amended, restated, supplemented or otherwise modified from time to time.
Ground Lessor:	CITY OF RAYMORE, MISSOURI, a political subdivision of the State of Missouri
Ground Lessee:	TTRES MO RAYMORE DEAN AVE, LLC, a Delaware limited liability company
Ground Lease:	Lease Agreement dated as of August 26, 2022, between Ground Lessor and Ground Lessee Notice of which was given by Memorandum of Lease Agreement, recorded with the Cass County Recorder of Deeds on August 29, 2022 as Instrument No. 722223 in Book 4889, Page 51

The Ground Lessor hereby certifies and agrees as follows for the benefit of the Lenders and BARINGS LLC, a Delaware limited liability company, as Administrative Agent for each Lender under the Loan Agreement ("Barings"):

1. The Ground Lessor hereby acknowledges and consents that the Loan Documents qualify as a "Mortgage" under the Ground Lease. The Ground Lessor hereby acknowledges Lenders as a "Lender" under the Ground Lease.

2. The Ground Lessor hereby represents and certifies to Lenders that the following statements are true as of the date hereof:

   A. The Ground Lessor is the owner of the real property legally described in the Lease.

   B. The Ground Lease is in full force and effect and, except as set forth above, has not been amended, modified or supplemented.

C. The Ground Lessor is not aware of any default or condition, state of facts or event that, with the passing of time or the giving of notice, or both, would constitute a default by Ground Lessee in the performance of its obligations under the Ground Lease.

D. To the knowledge of Ground Lessor, the Ground Lessee is not currently delinquent in the payment of any rent due under the Ground Lease.

E. The Ground Lessor is not aware of any existing offsets, defenses or counterclaims against the enforcement of any of Ground Lessee's obligations under the Ground Lease.

F. There are no actions, whether voluntary or otherwise, pending against Ground Lessor under the bankruptcy or insolvency laws of the United States or of any state or territory of the United States.

The Ground Lessor understands that the Lenders will rely on this Certificate in granting the Loan to the Ground Lessee. This Certificate shall inure to the benefit of all successors and assigns of Lenders and Barings. This Certificate may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of signature pages by facsimile or Portable Document Format (PDF) transmission shall constitute effective delivery of signature pages and may be used in lieu of the original signature pages for all purposes.

Under no circumstance shall the Ground Lessor (or the individual signing on behalf of the Ground Lessor) be subject to any personal or monetary liability for any failure of a representation or certification made under this Certificate.

IN WITNESS WHEREOF, Ground Lessor has caused this Certificate to be executed as of the date first written above.

GROUND LESSOR:

CITY OF RAYMORE, MISSOURI

By: _____
City Manager

RAYMORE
come home to more

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/9/2025
SUBMITTED BY: David Gress DEPARTMENT: Development Services
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Madison Valley 5th Final Plat (pg 251)

STRATEGIC PLAN GOAL / STRATEGY

3.2.4 Provide quality, diverse housing options that meet the needs of our current and future 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:	Planning and Zoning Commission
Date:	05/06/2025
Action/Vote:	Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3973
2. Final Plat Staff Report
3. Final Plat Drawing
4. Site Photographs
5. Signed Development Agreement

BACKGROUND / JUSTIFICATION

Bryan Rahn, representing Blue Springs Safety Storage South/Ward Development and Country Club Homes, is requesting approval of the Madison Valley 5th Final Plat. The request includes 46 new single-family lots 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. The subject property includes the last unplatted section of the development.

The Planning and Zoning Commission reviewed this request at their May 6, 2025, meeting and voted 7-0 to recommend approval of the final plat to the City Council.

BILL 3973 ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 5TH FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

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

Section 2. That the subdivision known as the Madison Valley 5th Final Plat is hereby approved for the tract of land described below:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST, 19.59 FEET, TO THE NORTHWEST CORNER OF MADISON VALLEY 2ND PLAT, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE; THENCE LEAVING SAID WEST LINE, AND ALONG THE NORTH LINE OF SAID MADISON VALLEY 2ND PLAT, SOUTH 87°54'20" EAST, 718.37 FEET, TO THE NORTHEAST CORNER OF SAID MADISON VALLEY 2ND PLAT, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID MADISON VALLEY 2ND PLAT AND THE SOUTH LINE OF MADISON CREEK THIRD PLAT, A SUBDIVISION AS RECORDED AT SAID RECORDERS OFFICE, AND ITS WESTERLY PROLONGATION, SOUTH 87°54'20" EAST, 762.01 FEET, TO THE NORTHWEST CORNER OF MADISON VALLEY FIRST PLAT, A SUBDIVISION AS RECORDED AT SAID RECORDERS OFFICE; THENCE LEAVING THE SOUTH LINE OF SAID MADISON CREEK THIRD PLAT, AND ALONG THE WEST LINE OF SAID MADISON VALLEY FIRST PLAT, THE FOLLOWING THIRTEEN COURSES, SOUTH 02°06'10" WEST, 164.15 FEET; THENCE SOUTH 31°05'35" WEST, 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET, A CURVE LENGTH OF 72.08 FEET, A CHORD BEARING OF SOUTH 50°48'32" EAST, AND A CHORD LENGTH OF 71.84 FEET; THENCE SOUTH 47°17'20" WEST, 150.05 FEET; THENCE SOUTH 20°47'09" EAST, 28.87 FEET; THENCE NORTH 85°07'17" EAST, 161.56 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET, A CURVE LENGTH OF 46.55 FEET, A CHORD BEARING OF SOUTH 07°52'15" EAST, AND A CHORD LENGTH OF 46.48 FEET; THENCE ALONG A LINE NON-TANGENT TO THE LAST DESCRIBED COURSE, SOUTH 02°41'20" EAST, 59.23 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CURVE LENGTH OF 22.99 FEET, A CHORD BEARING OF SOUTH 41°12'55" WEST, AND A CHORD LENGTH OF 20.80 FEET; THENCE SOUTH 04°56'45" EAST, 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CURVE LENGTH OF 22.80 FEET, A CHORD BEARING OF SOUTH 51°19'48" EAST, AND A CHORD LENGTH OF 20.67 FEET; THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 775.00 FEET, A

CURVE LENGTH OF 60.63 FEET, A CHORD BEARING OF SOUTH 10°01'19" EAST, AND A CHORD LENGTH OF 60.61 FEET; THENCE ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, SOUTH 12°15'47" EAST, 45.23 FEET, TO THE NORTHEAST CORNER OF LOT 125, MADISON VALLEY 3RD PLAT, A SUBDIVISION OF LAND AS RECORDED AT SAID RECORDERS OFFICE; THENCE LEAVING THE WEST LINE OF SAID MADISON VALLEY FIRST PLAT, AND ALONG THE NORTH LINE OF SAID MADISON VALLEY 3RD PLAT, THE FOLLOWING SEVEN COURSES, SOUTH 83°57'07" WEST, 271.75 FEET; THENCE NORTH 87°54'21" WEST, 249.74 FEET; THENCE NORTH 83°07'24" WEST, 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CURVE LENGTH OF 36.75 FEET, A CHORD BEARING OF SOUTH 12°53'33" WEST, AND A CHORD LENGTH OF 36.68 FEET; THENCE NORTH 62°06'40" WEST, 252.23 FEET; THENCE NORTH 14°53'35" EAST, 23.56 FEET; THENCE NORTH 75°06'25" WEST, 159.26 FEET, TO A POINT ON THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT; THENCE LEAVING THE NORTH LINE OF SAID MADISON VALLEY 3RD PLAT, AND ALONG THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT THE FOLLOWING FOUR COURSES, NORTH 01°23'47" WEST, 121.35 FEET; THENCE NORTH 08°55'13" EAST, 221.80 FEET; THENCE NORTH 02°38'56" EAST, 133.67 FEET; THENCE NORTH 20°28'34" EAST, 81.38 FEET, TO THE POINT OF BEGINNING AND CONTAINS 12.76 ACRES, MORE OR LESS.

Section 3. Development Agreement. The Development Agreement between the City of Raymore, Missouri, and Between Blue Springs Safety Storage South, LLC is approved and the City Manager is directed to execute said agreement on behalf of the City of Raymore, Missouri.

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 9TH DAY OF JUNE, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE development services

PLANNING APPLICATION
STAFF REPORT

MADISON VALLEY 5TH FINAL PLAT

APPLICANT	
Property Owner:	Tony Ward | Blue Springs Safety Storage South, LLC
Engineering/Arch. Firm	Nicholas Miller, P.E. | Powell CWM

PROJECT LOCATION	REQUESTED ACTION
East of the Future Sunset Lane and north of Heritage Drive	Final Plat Approval

PROJECT NARRATIVE

An application was filed requesting final plat approval of the Madison Valley 5th Final Plat, including 46 residential lots, and 1 tract of land.

ZONING AND LAND USE SUMMARY

EXISTING ZONING

"R-1.5" Single-family Residential District

SURROUNDING ZONING & LAND USE

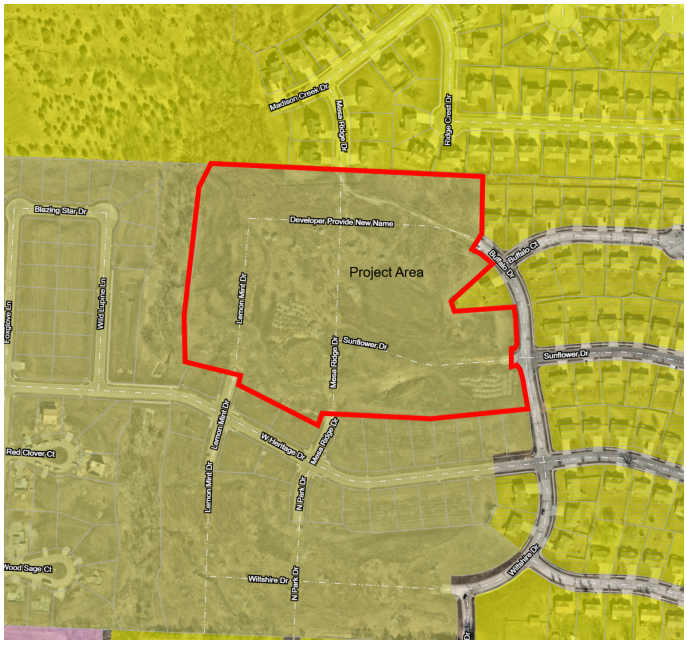
North: R-1 | Dwelling, Single-family Detached

South: R-1.5 | Dwelling, Single-family Detached

East: R-1P | Dwelling, Single-family Detached

West: R-1.5 | Dwelling, Single-family Detached

TOTAL TRACT SIZE	NUMBER OF LOTS	DENSITY
12.76 +/- Acres	46	3.6 +/- du./ac



PAST PLANNING ACTIONS

1. The subject property was rezoned from "A" Agricultural District to "R-1" Single Family Residential District on April 9, 2001.

2. The Hawthorne Ridge Preliminary Plat was approved for the subject property on April 23, 2001. The Preliminary Plat proposed 190 lots on 71 acres. The preliminary plat expired on April 23, 2002 due to no final plat application ever being approved.

3. A request to reclassify the zoning of a portion of the subject property from R-1 to "R-3P" Multiple-Family Dwelling Planned District was withdrawn by the property owner in March of 2004.

4. The Preliminary Plat for Madison Valley Subdivision was initially approved on September 27, 2004. The plat contained 202 single-family lots. The preliminary plat expired on October 10, 2014.

5. The Madison Valley 1st Final Plat was approved on October 10, 2005. The 1st plat was constructed and contained 75 lots.

6. In 2009 an application was filed to reclassify the zoning designation of the north half of the 1st plat area from R-1 to "R-2" Single and Two-Family Residential District. The application was withdrawn on April 20, 2009.

7. On June 10, 2013 the City approved the reclassification of zoning of 65 of the lots in the 1st Final Plat area from R-1 to "R-1P" Single-Family Residential Planned District. The rezoning modified the side yard setback requirement from a minimum of ten feet down to ten percent of the lot width, with a minimum setback of five feet.

8. On October 11, 2021 the City Council approved the reclassification of zoning of the subject property from "R-1" Single-Family Residential District to "R-1.5" Single-Family Residential District (6,500 sq ft.)

9. On December 20, 2021 the City Council approved the Madison Valley Phase 2 preliminary plat. The plat contains 154 lots and was set to expire December 20, 2022.

10. The applicant requested an extension of the preliminary plat and the City Council voted to approve the request on December 12, 2022.

11. The Planning and Zoning Commission voted to recommend approval of the Madison Valley 2nd Plat on May 16, 2023.

12. The City Council voted to approve Madison Valley 2nd Plat with the 1st reading on May 22, 2023.

13. The Planning and Zoning Commission voted to recommend approval of the Madison Valley 3rd Final Plat on June 6, 2023.

14. The City Council voted to approve the Madison Valley 3rd Final Plat on June 26, 2023.

15. On March 18, 2025, the Planning and Zoning Commission heard case #25006 Madison Valley 4th Plat and voted to recommend approval, forwarding the case to the City Council.

16. The City Council voted 8-0 to approve the first reading of the Madison Valley 4th Final Plat on April 14, 2025.

DEVELOPMENT STANDARDS

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

DIMENSIONAL STANDARD	MINIMUM REQUIREMENT
Lot Size	6,500-sq ft
Lot Width x Lot Depth	60-ft X 100-ft
Front-Yard Setback	30-ft
Side-Yard Setback	7.5-ft
Side-Yard Setback (exterior)	15-ft
Rear-Yard Setback	30-ft
Building Height	35-ft
Building Coverage	40%
Open Space Requirement	N/A

STAFF COMMENTS

PLANNING AND ZONING -

- 5-ft sidewalks will be required along both sides of streets within the subdivision.

- The proposed plat will make a street connection with the subdivision to the north, Madison Creek, through an extension of Mesa Ridge Drive south to Heritage Drive. East of this plat is the rest of the Madison Valley phases with the 1st plat to the east, 3rd plat to the south, and the 2nd plat to the west.

- Each lot is required to provide one yard tree per street frontage.

- Tract L is being constructed in the northwest corner of the plat for the purposes of storm detention.

- A requirement listed in the Madison Valley 2nd Plat Development Agreement noted that the Sub-divider agrees to install landscape buffers within the common tracts identified as E & F along Sunset Lane. Since the construction of Sunset was delayed, the landscape buffers were proposed to be completed with the improvements of Madison Valley 3rd Plat, however, Sunset Lane was still not completed.

  Given that Sunset is nearing completion, the Sub-divider shall provide the required landscape buffers within the designated tracts along Sunset Lane ahead of acceptance of the 5th plat public improvements and Final Plat approval.

PUBLIC WORKS & ENGINEERING -

- The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

ALIGNMENT WITH GROWTH MANAGEMENT PLAN

Growth Management Plan - The Future Land Use Plan Map designates this

property as appropriate for low-density residential development.

Major Street Plan - The Major Street Plan does not identify streets within this plat, indicating that those which are proposed are all local streets.

FINDINGS OF FACT

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

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

The Madison Valley 5th Final Plat has been reviewed and it has been determined that the Plat is in substantial conformance with the approved Madison Valley Phase 2 Preliminary Plat.

A minor deviation to Sunflower Drive has been made, which shortens it to extend from Buffalo Drive to Mesa Ridge Drive when the Preliminary Plat shows the street extending further west to intersect with Lemon Mint Drive. The engineer on the project noted that due to the grade of the land between Mesa Ridge and Lemon Mint, the street would have too much cross slope, which is why the segment has been removed.

The right-of-way from the removed segment of Sunflower Drive has been absorbed into the adjacent lots, making them wider than other lots in the surrounding blocks.

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

The Madison Valley 5th Final Plat complies with all conditions, restrictions and requirements of the Code and of all other applicable ordinances and design standards of the City, including the Madison Valley Valley Phase 2 Preliminary Plat.

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

The Madison Valley 5th Final Plat complies with all conditions of the approved preliminary plat. As noted in the 4th Final Plat Staff Report, the original Phasing Plan of the Madison Valley Preliminary Plat, the order of the 4th and 5th plats for review & approval were swapped, however, both phases are being constructed at the same time.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	May 6, 2025
City Council	Review & Approval/Denial	1st Reading: June 09, 2025 2nd Reading: June 23, 2025

STAFF RECOMMENDATIONS

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and forward an approval recommendation to the City Council.

The recommendation for approval is subject to the following conditions:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.
- The Development Agreement for the Madison Valley 5th Final Plat shall be recorded with the Cass County Recorder of Deeds, and all applicable fees paid, within one year of the City Council approval or the agreement shall be considered null and void.
- Landscaping buffers within Tracts E & F of Madison Valley 3rd Plat shall be completed with the public improvements of this 5th Plat.

PROJECT ATTACHMENTS

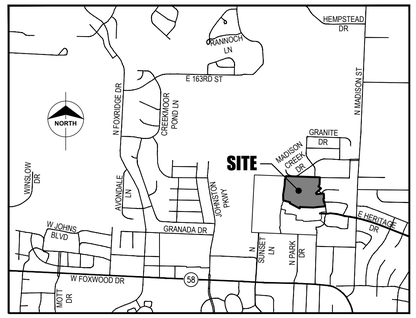
1. Final Plat Drawings
2. Site Photographs
3. Development Agreement

Attachment 1

FINAL PLAT

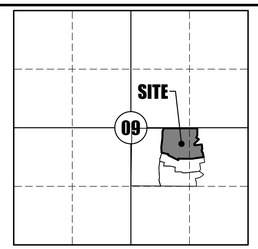
MADISON VALLEY 5TH PLAT

PART OF SECTION 09, TOWNSHIP 46 NORTH, RANGE 32 WEST
CITY OF RAYMORE, CASS COUNTY, MISSOURI



SITE LOCATION MAP

NOT TO SCALE



TOWNSHIP 46 NORTH, RANGE 32 WEST

REFERENCE BEARING:

BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "CA-07", 2003 ADJUSTMENT (N: 296260.247 METERS, E: 853882.057 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM, AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.9998979 WAS USED.

FLOOD INFORMATION:

THIS PROPERTY IS LOCATED WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29037C0029F, WHICH BEARS AN EFFECTIVE DATE OF JANUARY 02, 2013 AND IS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

LEGEND:

○	FOUND 1/2" REBAR WITH ID CAP "POWELL CWM MO-123 KS-36" UNLESS OTHERWISE NOTED
●	SET 1/2" REBAR WITH ID CAP "POWELL CWM MO-123 KS-36"
● PM	SET 5/8" REBAR WITH 2" ALUMINUM ID CAP "POWELL CWM MO-123 KS-36"
FND.	FOUND
R	RECORD DIMENSION
M	MEASURED DIMENSION
RA	RADIUS
L	CURVE LENGTH
CH	CHORD BEARING
C	CHORD LENGTH
R/W	RIGHT-OF-WAY
B/L	BUILDING SETBACK LINE
U/E	UTILITY EASEMENT
SWK	SIDEWALK
NTS	NOT TO SCALE
P.O.B.	POINT OF COMMENCEMENT
P.O.B	POINT OF BEGINNING

EASEMENTS:

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONDUITS, GAS MAINS, WATER MAINS, SEWER LINES, POLES, WIRES, ANCHORS AND SURFACE DRAINAGE AND ALL OR ANY OF THEM OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENT" OR BY THE ABBREVIATION "U/E" ON THE ACCOMPANYING PLAT. AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "GRADING" AND "DRAINAGE" EASEMENTS OR BY THE ABBREVIATION "DE" ARE HEREBY DEDICATED TO THE PUBLIC FOR THE PURPOSE OF STORM WATER DRAINAGE WAYS, GRADING, OR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REMOVING AND REPLACING STORM WATER DRAINAGE FACILITIES IN ACCORDANCE WITH PLANS AND SPECIFICATION APPROVED BY THE CITY ENGINEERING DEPARTMENT. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID D/E EASEMENT HEREBY DEDICATED AND THERE SHALL BE NO ALTERATION TO THE GRADES OR CONTOURS IN SAID DRAINAGE OR GRADING EASEMENTS WITHOUT THE APPROVAL OF THE CITY ENGINEERING DEPARTMENT.

STREETS:

THE STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

MAINTENANCE OF TRACTS:

TRACT "L" SHALL BE USED FOR DETENTION AND OPEN SPACE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

BUILDING LINES:

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY.

DEDICATION:

THE UNDERSIGNED PROPRIETOR(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. THIS PLAT SHALL HEREAFTER BE KNOWN AS "MADISON VALLEY 5TH PLAT".

IN TESTIMONY WHEREOF: THE UNDERSIGNED PROPRIETOR(S) OF THE DESCRIBED TRACT ON THE FACE OF THIS SURVEY HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 2025.

_____
TONY WARD
MEMBER

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED TONY WARD, MEMBER OF BLUE SPRINGS SAFETY STORAGE SOUTH, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS THEREOF: I HAVE HEREUNTO SET MY HAND AND AFFIXED BY NOTARY SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR LAST ABOVE WRITTEN.

ACKNOWLEDGMENTS:

THIS PLAT OF "MADISON VALLEY 5TH PLAT", HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2025.

_____
SECRETARY

THIS PLAT OF "MADISON VALLEY 5TH PLAT", INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI, ON THE _____ DAY OF _____, 2025.

_____
MAYOR, KRISTOFER P. TURNBOW (SEAL)

ATTEST:

_____
CITY CLERK, ERICA HILL

_____
CITY ENGINEER OF PUBLIC WORKS, TRENT SALSBURY

DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST, 19.59 FEET, TO THE NORTHWEST CORNER OF MADISON VALLEY 2ND PLAT, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE; THENCE LEAVING SAID WEST LINE, AND ALONG THE NORTH LINE OF SAID MADISON VALLEY 2ND PLAT, SOUTH 87°54'20" EAST, 718.37 FEET, TO THE NORTHEAST CORNER OF SAID MADISON VALLEY 2ND PLAT, THE POINT OF BEGINNING;

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NOTES:

1. THE WORD "CERTIFY" OR "CERTIFICATION", AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

2. DECLARATION IS MADE TO THE PARTIES NAMED HEREON AND IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

3. NO TITLE REPORT WAS PROVIDED BY THE CLIENT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWELL CWM, INC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS.

4. THE RECORD SOURCE OF THE SUBJECT PREMISES IS RECORDED AS DOCUMENT NO. 20210009048 OF THE CASS COUNTY, MISSOURI RECORDS.

5. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PROPERTY.

6. THE LOCATION AND / OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.

7. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL / PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES PLEASE CONTACT THE APPROPRIATE AGENCIES OR OTHER SURVEYS.

8. A REBAR WITH ID CAP "POWELL CWM MO-23 KS-36" WILL BE SET AT ALL REAR PROPERTY CORNERS AND A CHISELED PLUS MARKED AT THE BACK OF CURB ALONG THE EXTENSION OF ALL LOT LINES AFTER COMPLETION OF CONSTRUCTION BUT NO LATER THAN 12 MONTHS AFTER RECORDING OF THIS PLAT.

9. PLAT CONTAINS A TOTAL AREA OF 12.76± ACRES.

10. THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION OR SUBDIVISION PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHEN:
(A) 66% OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK; AND
(B) IT HAS BEEN 3 YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION OR SUBDIVISION PHASE THAT CONTAINS THE UNDEVELOPED LOT.

PREPARED FOR

WARD DEVELOPMENT
1120 EAGLES RIDGE BLVD
GRAIN VALLEY, MO 64029

FINAL PLAT
MADISON VALLEY 5TH PLAT
PART OF SECTION 09, TOWNSHIP 46 NORTH, RANGE 32 WEST
CITY OF RAYMORE, CASS COUNTY, MISSOURI

I HEREBY CERTIFY: THAT THIS FINAL PLAT IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM OF THE STATE OF MISSOURI.

REVIEW

NICHOLAS R. MILLER, PLS
MO LS 2016000167

POWELL CWM
ARCHITECTURE/ENGINEERING/SURVEYING
3200 S. State Route 291, Bldg. 1
Independence, MO 64057
816.373.4800 | powellcwm.com
Certificates of Authority
Architecture: MO 310 | KS 73
Engineering: MO 4 | KS 241
Land Surveying: MO 123 | KS 36

DATE	JOB NO.	FIELD BY	DRAWN BY	CHECKED BY	CLASSIFICATION	SHEET NO.
04/18/2025	21-1899	MAS/MM	WDE	NRM	URBAN	1OF1

JOB NO: 21-1899

Attachment 2

Mesa Ridge Drive (Madison Creek Subdivision) Looking South

Sunflower Drive (At Buffalo Drive) Looking West

Mesa Ridge Drive (At Heritage Drive) Looking North

Lemon Mint Drive (At Heritage Drive) Looking North

RAYMORE

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Development Agreement

For
Madison Valley 5th Plat
Lots 126-157, 160-173
and Tract L

Legal Description Contained on Pages 2-3

Between Blue Springs Safety Storage South, LLC, Grantor,

and

City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083

June 23, 2025

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **23rd day of June, 2025** by and between, **Between Blue Springs Safety Storage South, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Madison Valley 5th Plat** which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Madison Valley 5th Plat**

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST, 19.59 FEET, TO THE NORTHWEST CORNER OF MADISON VALLEY 2ND PLAT, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE; THENCE LEAVING SAID WEST LINE, AND ALONG THE NORTH LINE OF SAID MADISON VALLEY 2ND PLAT, SOUTH 87°54'20" EAST, 718.37 FEET, TO THE NORTHEAST CORNER OF SAID MADISON VALLEY 2ND PLAT, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID MADISON VALLEY 2ND PLAT AND THE SOUTH LINE OF MADISON CREEK THIRD PLAT, A SUBDIVISION AS RECORDED AT SAID RECORDERS OFFICE, AND ITS WESTERLY PROLONGATION, SOUTH 87°54'20" EAST, 762.01 FEET, TO THE NORTHWEST CORNER OF MADISON VALLEY FIRST PLAT, A SUBDIVISION AS RECORDED AT SAID RECORDERS OFFICE; THENCE LEAVING THE SOUTH LINE OF SAID MADISON CREEK THIRD PLAT, AND ALONG THE WEST LINE OF SAID MADISON VALLEY FIRST PLAT, THE FOLLOWING THIRTEEN COURSES, SOUTH 02°06'10" WEST, 164.15 FEET; THENCE SOUTH 31°05'35" WEST, 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET, A CURVE LENGTH OF 72.08 FEET, A CHORD BEARING OF SOUTH 50°48'32" EAST, AND A CHORD LENGTH OF 71.84 FEET; THENCE SOUTH 47°17'20" WEST, 150.05 FEET; THENCE SOUTH 20°47'09" EAST, 28.87 FEET; THENCE NORTH 85°07'17" EAST, 161.56 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET, A CURVE LENGTH OF 46.55 FEET, A CHORD BEARING OF SOUTH 07°52'15" EAST, AND A CHORD LENGTH OF 46.48 FEET; THENCE ALONG A LINE NON-TANGENT TO THE LAST DESCRIBED COURSE, SOUTH 02°41'20" EAST, 59.23 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CURVE LENGTH OF 22.99 FEET, A CHORD BEARING OF SOUTH 41°12'55" WEST, AND A CHORD LENGTH OF 20.80 FEET; THENCE SOUTH 04°56'45" EAST, 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CURVE LENGTH OF 22.80 FEET, A CHORD BEARING OF SOUTH 51°19'48" EAST, AND A CHORD LENGTH OF 20.67 FEET; THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 775.00 FEET, A CURVE LENGTH OF 60.63 FEET, A CHORD BEARING OF SOUTH 10°01'19" EAST, AND A CHORD LENGTH OF 60.61 FEET; THENCE ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, SOUTH 12°15'47" EAST, 45.23 FEET, TO THE NORTHEAST CORNER OF LOT 125, MADISON VALLEY 3RD PLAT, A SUBDIVISION OF LAND AS

RECORDED AT SAID RECORDERS OFFICE; THENCE LEAVING THE WEST LINE OF SAID MADISON VALLEY FIRST PLAT, AND ALONG THE NORTH LINE OF SAID MADISON VALLEY 3RD PLAT, THE FOLLOWING SEVEN COURSES, SOUTH 83°57'07" WEST, 271.75 FEET; THENCE NORTH 87°54'21" WEST, 249.74 FEET; THENCE NORTH 83°07'24" WEST, 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CURVE LENGTH OF 36.75 FEET, A CHORD BEARING OF SOUTH 12°53'33" WEST, AND A CHORD LENGTH OF 36.68 FEET; THENCE NORTH 62°06'40" WEST, 252.23 FEET; THENCE NORTH 14°53'35" EAST, 23.56 FEET; THENCE NORTH 75°06'25" WEST, 159.26 FEET, TO A POINT ON THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT; THENCE LEAVING THE NORTH LINE OF SAID MADISON VALLEY 3RD PLAT, AND ALONG THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT THE FOLLOWING FOUR COURSES, NORTH 01°23'47" WEST, 121.35 FEET; THENCE NORTH 08°55'13" EAST, 221.80 FEET; THENCE NORTH 02°38'56" EAST, 133.67 FEET; THENCE NORTH 20°28'34" EAST, 81.38 FEET, TO THE POINT OF BEGINNING AND CONTAINS 12.76 ACRES, MORE OR LESS.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction,.

2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".

3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.

4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.

5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.

6. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

7. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in **Attachment A** - Fee Schedule.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved

engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

6. The Sub-divider agrees to pay to the City a $9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Madison Valley 5th Plat,** is **$ 35,898.86,** a rate of **780.41** per platted lot. The fee-in-lieu shall be paid at the time of recording of the plat..

8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

NON-LOCAL COMMERCIAL CONSTRUCTION VEHICLES WITHIN RESIDENTIAL NEIGHBORHOODS

Section 340.320 authorizes the City Traffic Engineer to determine and designate streets or parts of streets located within residentially zoned developments where new construction is progressing upon which non-local commercial construction vehicles shall be prohibited from travel.

The City shall maintain exclusive control over the use of its public streets, and reserves the right, with the review and approval of public improvement plans and issuance of a construction permit, to determine access restrictions and establish construction routes, if determined necessary by the Public Works Director, in order to reduce the potential or further deterioration of existing streets in established subdivisions.

MAINTENANCE OF COMMON AREAS AND AMENITIES

1. Except as otherwise specified below as being a City obligation, all common areas and amenities in the subdivision shall be maintained

exclusively by the Developer and/or the HOA in perpetuity upon appropriate inspections and approvals from the City once constructed. Maintenance obligations are as follows:

a. City will maintain concrete curb around any street islands and along the edge of the public streets; all areas inside the curb line of the street islands are private and to be maintained by the Developer and/or the HOA; all areas of the streets and right-of-ways shall be maintained by the City; and

b. All common or open areas outside of public right-of-way are private and to be maintained by the Developer and/or the HOA per City code.

STREAM BUFFER

1. The Sub-divider agrees that no land disturbance activities or removal of any trees shall occur within the stream buffer area except for:

a. work to install the necessary outlet structures for the stormwater detention facilities; or
b. work to install any utility infrastructure; or
c. work to install a road crossing.

2. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the stream buffer area and to provide protection for existing tree canopy

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.

2. The Sub-divider agrees that sidewalks five-foot (5') in width shall be installed on all lots within the Madison Valley 5th Plat at the time a home is constructed on a lot.

3. The Sub-divider agrees to maintain the installation OM 4-1 signs and jersey barriers across the width of the road, or other appropriate approved measures to prevent any construction traffic from utilizing Park Drive to access the subdivision during construction of the subdivision. Such measures shall remain until the City accepts the final phase of the Madison Valley subdivision.

4. The Sub-Diviver agrees and acknowledges that the landscape buffers required within Tracts E&F of the Madison Valley 2nd Plat were originally delayed due to the delayed construction of Sunset Lane abutting the Madison Valley subdivision, and were to be installed with the Public Improvements for

Phase 3 of the development, or 6 months after the completion of Sunset Lane, whichever was to occur sooner.

Due to the status of Sunset Lane construction, the Landscape Buffer within Tracts E&F of the Madison Valley 2nd Plat shall be completed, installed and accepted with the Public Improvements for the Madison Valley 5th Plat.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.

2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.

3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.

5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.

9. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed

timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to the Sub-Divider, at:

%:Tony Ward
1120 NE Eagle Ridge Blvd.
Grain Valley, MO 64029

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Madison Valley 5th Plat**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Madison Valley 5th Plat**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

_____
Jim Feuerborn, City Manager

Attest:

_____
Erica Hill, City Clerk

_____
Sub-divider – Signature

Bryan Rawn, VP
Printed Name

_____
Sub-divider – Signature

_____
Printed Name

Subscribed and sworn to me on this
the 5th day of May 2025
in the County of Jackson,
State of Missouri.

Stamp:

Tresa Thornhill
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for MO County
My Commission Expires: 06/11/2028
ID. #12334689

Notary Public: Tresa Thornhill
My Commission Expires: 06/11/2028

Attachment A

FEE SCHEDULE FOR MADISON VALLEY 5TH PLAT

ATTACHMENT A - DEVELOPMENT FEE SCHEDULE

FEE CALCUATION FOR **[MADISON VALLEY 5TH PLAT]**

Total Cost for New Public Improvements $1,037,492.00

All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.

1	**Land Disturbance Permit Fee. [455.010B]** 01-00-4170-0000 If fee paid prior to recording of plat, receipt #_____ *must be paid prior to issuance of a land disturbance permit	$	500.00
2	**Erosion Control Financial Security Deposit:** Developer shall provide financial security for erosion control in the amount of $1,000 per acre. The first $5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt# *must be paid prior to issuance of a land disturbance permit	$	5,000.00
2a	**Additional Erosion Control Financial Security:** (The remaining deposit above the first $5,000 due can be paid in cash) [455.010F]: (12.76 ac. total disturbed) If deposit paid prior to recording of plat, receipt# If letter of credit submitted: financial institution:_____ renewal date of letter of credit:_____ *must be paid prior to issuance of a land disturbance permit	$	7,760.00
3	**Infrastructure Construction Plan Review Fee:** An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4182-0000 *must be paid prior to issuance of a construction permit	$	10,374.92
4	**Infrastructure Construction Inspection Fee:** An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 *must be paid prior to issuance of a construction permit	$	51,874.60
5	**Emergency Outdoor Warning Siren Fee:** $9.00 per acre (12.76 acres) [Schedule of Fees and Charges] 01-00-4185-0000 *must be paid prior to recording of the final plat	$	114.84
6	**Parkland Dedication Fee in Lieu** 27-00-4705-0000 *must be paid prior to recording of the final plat	$	35,898.86

TOTAL FEES TO BE PAID **PRIOR TO RECORDING PLAT [5] [6]**	$	36,013.70
TOTAL FEES TO BE PAID **PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a]**	$	13,260.00
TOTAL FEES TO BE PAID **PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4]**	$	62,249.52

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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/9/2025
SUBMITTED BY: Ryan Murdock DEPARTMENT: Administration
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Budget Amendment - Trash, Recycling, and Yard Waste Fees (pg 275)

STRATEGIC PLAN GOAL / STRATEGY

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/15/2025	7/14/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3974
2. Raymore 2025 Increase

BACKGROUND / JUSTIFICATION

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. The current Consumer Price Index (CPI) for trash services is 5.1%. Constable is requesting a 3% increase for trash and recycling services. This equates to a $0.47 increase in trash collection rates and a $0.17 increase in recycling rates.

BILL 3974 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2025 BUDGET AND UPDATING THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."

WHEREAS, the City Council approved a contract with Constable Sanitation that allows for annual review and rate adjustments based on the Consumer Price Index for Trash Collection and Recycling Services; and,

WHEREAS, the Consumer Price Index rose at a rate of 5.1% through May of 2025.

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

Section 1. The City Manager is hereby directed to amend the FY 2025 Budget to reflect the updated schedule of fees as follows:

TRASH SERVICE

Residential Trash Service	~~$15.59~~ per month to	**$16.06 per month**
Residential Recycling Service	~~$5.76~~ per month to	**$5.93 per month**
Residential Cart Fee	$1.50 per month	
Residential Additional Cart Fee	$0.75 per additional cart	

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

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF JUNE, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

Hello City of Raymore,

The solid waste CPI is currently 5.1 percent. Constable Sanitation would like to propose an increase of 3 percent on trash pricing and 3 percent on recycling price effective July 15, 2025. The price is outlined below:

Current trash collection rate - $15.59

Adjusted trash collection rate - $16.06

Current recycling collection rate - $5.76

Adjusted recycling collection rates - $5.93

We appreciate your continued support and look forward to continuing a successful business partnership with the residents in the City of Raymore.

Thank you,

George Constable

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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/9/2025
SUBMITTED BY: Jim Feuerborn DEPARTMENT: Administration
ITEM CATEGORY: Consent Agenda

TITLE / ISSUE / REQUEST

Amending City Code Section 105.030 Declaration of Candidacy - Dates for Filing (pg 280)

STRATEGIC PLAN GOAL / STRATEGY

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	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 3972

BACKGROUND / JUSTIFICATION

In 2021, RSMo 115.127(5) was amended to change the period for filing a declaration of candidacy for an elected office to the seventeenth Tuesday prior to the April election through the fourteenth Tuesday prior to the April election. As the City of Raymore's filing period is set by city code and we are a Charter City, the City was not required to make this change.

BILL 3972 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 105.030 OF THE RAYMORE CITY CODE."

WHEREAS, in 2021, RSMo 115.127(5) was amended to change the opening and closing dates to file a declaration of candidacy for any office in a political subdivision or special district; and,

WHEREAS, the City Council of the City of Raymore, Missouri, has adopted the amendment to be consistent with Missouri political subdivision candidate filing dates.

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

Section 1. Section 105.030 of the Raymore City Code is amended as follows:

Section 105.030 Declaration Of Candidacy – Dates For Filing.

Any person who desires to become a candidate for an elective City office at the general City election shall file with the City Clerk, not prior to the hour of 8:00 A.M., on the seventeenth (17th) Tuesday prior to, nor later than 5:00 P.M., on the fourteenth (14th) Tuesday prior to the next City municipal election, a written declaration of their intent to become a candidate at said election. Filing shall be made in person unless a person is unable to appear in person because of physical disability and the declaration is accompanied by a sworn statement of a licensed physician so stating the disability or if the person is a member of the Armed Forces of the United States on active duty and the declaration is accompanied by a sworn statement of the person's commanding officer so stating the status of active duty as provided in Section 155.355 RSMo. Placement of candidate names on the ballot shall be determined by a random number drawing in ascending order for the duration of the filing period. The City Clerk shall keep a permanent record of the names of the candidates, the offices for which they seek election, and the date of their filing.

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF JUNE, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JUNE, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

RAYMORE
come home to more

CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/23/2025
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Bulk Road Salt (pg 284)

STRATEGIC PLAN GOAL / STRATEGY

2.3 Improve safety for all modes of travel throughout the community

FINANCIAL IMPACT

Award To:	Central Salt, LLC
Amount of Request/Contract:	$70.23/ton with Delivery
Amount Budgeted:	1,000 tons
Funding Source/Account:	Street Maintenance Operating Budget

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/14/2025	8/31/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3975
2. Contract

BACKGROUND / JUSTIFICATION

Staff prepared a Request for Proposal (RFP) to provide delivery of bulk road salt to the City. The RFP was publicly advertised.

The bids for this contract were received on June 4, 2025 as follows:

Bidder	Per ton with delivery
Central Salt LLC	$70.23
Independent Salt	$73.64

Staff recommends award of the contract to Central Salt, LLC.

BILL 3975 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL SALT, LLC FOR SUPPLY AND DELIVERY OF BULK ROAD SALT, CITY PROJECT NUMBER 25-012."

WHEREAS, bids for the delivery of bulk road salt were solicited in accordance with the City of Raymore Purchasing Policy; and,

WHEREAS, Central Salt, LLC 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 with Central Salt, LLC for the purchase and delivery of bulk road salt as needed, attached as Exhibit A.

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF JUNE, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 21ST DAY OF JULY, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

CITY OF RAYMORE
CONTRACT FOR SERVICES

BULK ROAD SALT WITH DELIVERY

This Contract for Bulk Road Salt with Delivery, hereafter referred to as the **Contract** is made this 14th day of July, 2025, between Central Salt, LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1420 State Road 14, Lyons, KS 67554, 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 July 14, 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.

CONTRACTUAL

This contract is written for an initial one year term beginning September 1st, 2025 and ending August 31, 2026 with automatic renewal of two additional one year terms unless the contractor notifies the City in writing prior to May 1st of 2026 for the second year renewal and May 1st of 2027 for the third year renewal. Pricing shall remain in effect as shown in Appendix A contract pricing for an initial one year term beginning September 1, 2025 and ending August 31, 2026 with automatic renewal of two additional one year terms according to the "Contractual" section above. Prices to remain firm through the first year except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 90 days prior to

contract term end of that year. If no proposed increase is submitted to the City, pricing will remain as given for the prior year.

Quoted quantities are estimates only and may be either increased or decreased according to the needs of the City with no adjustment in price. Purchases will be made on an "as needed" basis. No guarantee is made as to quantities purchased.

The City reserves the right to terminate the current contract if the vendor is unable to meet any of the City requirements, the City may purchase material from another vendor or cancel the agreement at which time the vendor must reimburse the City for any expenses incurred, i.e. - increased costs, special delivery charges, etc.

QUANTITY

Contractor agrees to provide Bulk Road Salt as described in this document and attached as Appendix A.

DELIVERY

1. Liability for product delivery remains with the Contractor until the product is properly delivered and signed for.
2. Delivery is to be made to the Public Works facility located at 1021 S. Madison, Raymore, MO 64083
3. All deliveries must be signed by a representative of the City and must be accompanied by a delivery ticket with the following information: Name of Contracted Company, tonnage, date of delivery, and drivers signature.
4. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
5. Salt must be delivered in bulk lots and must be protected during transit by waterproof cover, as required by weather conditions.
6. All orders **must** be delivered in full within a maximum of **10 business days** of order placement to avoid penalties.
7. The contractor must give a minimum of 24 hours notice before delivery and deliveries must be made within normal business hours (7 am. – 3:00 pm) or pay overtime charges incurred by the City.
8. Expected delay in delivery must be reported to the City immediately with the reason, anticipated delivery, and with acknowledgement of the penalty outlined below.
9. The City reserves the right to cancel any tonnage not delivered by the contractor within the agreed timeframe.
10. Any Contractor who defaults on delivery as defined in this solicitation may be suspended from consideration of awards on future contracts.
11. Contractor will be responsible for any damage done to the salt shed facilities.

PRICING

Pricing shall remain in effect as shown in Appendix A contract pricing for an initial one year term beginning September 1, 2025 and ending August 31, 2026 with automatic renewal of two additional one year terms according to the "Contractual" section above. Prices to remain firm through the first year except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 90 days prior to contract term end of that year. If no proposed increase is submitted to the City, pricing will remain as given for the prior year.

QUALITY

All products provided by the Contractor must meet all Federal, State and Local standards including the Department of Transportation regulations for quality and safety requirements.

Salt composition must follow MoDOT test method T32 and moisture content shall not exceed 2%.

INVOICING

Invoices must include a number for each delivery ticket, number of tons for each load, name of trucking company and acknowledgment of any use of unloading equipment.

Invoices are to be received in duplicate and will be paid within 30 days after receiving proper invoices and will not be made on unsigned ticket loads.

CANCELLATION

The City specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of the Public Works Director or his representative the services or materials supplied by the Contractor are not satisfactory or are not consistent with the terms of the contract.

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.

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.

PENALTIES

Deliveries must be completed within 10 business days of order and during normal business hours. Failure to do so will result in a $200 daily deduction from the overall bill and overtime hours will be credited against the final bill.

Failure to load salt in the designated storage facilities will result in a $200 deduction from the delivery and loading price.

INSURANCE

Contractor agrees to carry liability and workman's compensation insurance, satisfactory to the City, and to indemnify the City against all liability, loss and damage arising out of any injury to persons and property caused by Contractor, his sub-contractors, employees or agents.

SUBCONTRACTORS

In submitting a proposal, potential vendors agree that they are fully responsible to the City of Raymore for the acts and omissions of any of its proposed subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them. Before any subcontractor may commence work, the successful Contractor must file with

the City of Raymore satisfactory certificates, in duplicate, from the involved insurance companies, showing insurance coverage to the same extent and the amount required by the successful Contractor in addition to an Occupational License.

No subcontractor will be permitted to commence work until authorization by the City of Raymore to proceed is received in writing by the Contractor. The name, address, and phone number of the key consultants, associates, and all subcontractors shall be provided to the City of Raymore with the proposal.

EXPECTATION OF PRIORITY SERVICE

The intent of this solicitation is to establish the City of Raymore account as a "priority" account with the successful bidder. Orders for bulk salt placed by the City of Raymore during season should be filled in the contractual order line they were received and should take precedence over non-contractual orders at all times.

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.

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 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)

CENTRAL SALT, LLC

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SPECIFICATIONS

SALT – Medium De-Ice Rock Salt – Bulk Quantities

TYPICAL CUMULATIVE SCREEN ANALYSIS:

U.S.S	Tyler	Inch Opening	Cumulative Retention
3/8	.371 in.	.375	2.1%
#4	4 mesh	.187	56.8%
#8	8 mesh	.0937	91.9%
#16	14 mesh	.0469	98.9%
#30	28 mesh	.0234	99.2%

DELIVERY – 1021 S Madison St., Raymore, MO 64083

QUANTITY – Annual Estimated – 1,200 tons. The City of Raymore reserves the right to increase or reduce the estimated tons. No adjustments will be made to the unit price bid on the contract because of increase or reduction.

ADDITIONAL INFORMATION

Orders are tax exempt.

PROPOSAL FORM A
RFP 25-012

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Lori Young having authority to act on behalf of (Company name) Central Salt, LLC do hereby acknowledge that (Company name) Central Salt, LLC 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: Central Salt, LLC

ADDRESS: 1420 State Rd 14
Street

ADDRESS: Lyons KS 67554
City State Zip

PHONE: 620-257-5626 ext 7821

E-MAIL: lyoung@centralsalt.com

DATE: June 2, 2025 Lori Young VP
(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

UNANIMOUS WRITTEN CONSENT
TO ACTION TAKEN IN LIEU OF A MEEETING
OF THE SOLE MEMBER OF CENTRAL SALT, L.L.C.

May 13, 2020

The undersigned, being the sole member ("Member") of Central Salt, L.L.C., a Missouri limited liability company ("Company"), in lieu of holding a meeting of the members, and hereby waiving any notice to which the Member might otherwise be entitled, does hereby consent and agree to the following resolutions.

WHEREAS, the Member desires to name each of Stephanie Murphy, Nathan Steele and Lori Young as Vice President of the Company and, as such, authorized each of them to take such actions and execute such instruments, agreements and documents as are authorized by the Company from time to time;

NOW, THEREFORE, BE IT RESOLVED, that the Member hereby appoints each of Stephanie Murphy, Nathan Steele and Lori Young to serve as Vice President of the Company; and

FURTHER RESOLVED, that the Company's Secretary is authorized, empowered and directed to cause appropriate entries to be made upon the Company's books, and to execute, file and record such documents and instruments as are necessary or appropriate to effectuate and carry out the actions described in the foregoing resolution.

This Unanimous Written Consent will have the same force and effect as a unanimous vote of the Member at a meeting of the members duly held.

The undersigned has caused its duly authorized representative to execute this consent effective as of the date first above written.

B.S.C. HOLDING, INC.

By: Mark C. Demetree
Mark C. Demetree
Chief Executive Officer

PROPOSAL FORM B
RFP 25-012

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X

2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X

3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X

4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X

5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X

6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X

7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X

8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X

   **With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X

10. Has the Firm been subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

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

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

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

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

Required Representations

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

1. The Firm possesses 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 25-012

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	State of Kansas
ADDRESS	900 SW Jackson Street, Topeka, KS 66612
CONTACT PERSON	Jessica Godfredson
CONTACT EMAIL	jessica.i.godfredson@ks.gov
TELEPHONE NUMBER	785-296-3266
PROJECT, AMOUNT AND DATE COMPLETED	Bulk Deice - 113,075 tons - current contract ending 6/30/25

COMPANY NAME	Missouri Department of Transportation
ADDRESS	830 MODOT Drive, Jefferson City, MO 65109
CONTACT PERSON	Nanci Grannemann
CONTACT EMAIL	nanci.grannemann@modot.mo.gov
TELEPHONE NUMBER	573-526-7929
PROJECT, AMOUNT AND DATE COMPLETED	Bulk Deice & Snowslicer - 44,810 tons - contract ended 10/31/24

COMPANY NAME	State of Iowa
ADDRESS	800 Lincoln Way, Ames, IA 50010
CONTACT PERSON	Julie Randall
CONTACT EMAIL	julie.randall@iowadot.us
TELEPHONE NUMBER	515-239-1572
PROJECT, AMOUNT AND DATE COMPLETED	Bulk Deice Contract - 41,850 tons - contract ended 5/31/25

COMPANY NAME	State of Oklahoma
ADDRESS	Will Rodgers Bldg, 2401 N Lincoln Blvd, OKC, OK 73105
CONTACT PERSON	Asha Parks
CONTACT EMAIL	asha.parks@omes.ok.gov
TELEPHONE NUMBER	405-521-6674
PROJECT, AMOUNT AND DATE COMPLETED	Bulk Deice - 83,000 Tons - Current contract ends 7/30/25

COMPANY NAME	City of Blue Springs
ADDRESS	903 W Main, Blue Springs, MO 64015
CONTACT PERSON	Dennis Lafal
CONTACT EMAIL	dlafal@bluespringsgov.com
TELEPHONE NUMBER	816-220-4562
PROJECT, AMOUNT AND DATE COMPLETED	Snowslicer - 1,500 tons - Contract ended 4/30/25

State the number of Years in Business: 28

State the current number of personnel on staff: 6

PROPOSAL FORM D
RFP 25-012

Proposal of Central Salt, LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business

as Central Salt, LLC (*)

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. 25-012– Bulk Road Salt with Delivery.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) N/A, 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. 25-012

Bulk Road Salt with Delivery

BID SHEET

1. **Cost for Salt, straight per ton:** $ $ 45.00

2. **Delivery Charges per ton:**

   Charge to Deliver to 1021 S. Madison, Raymore $ 25.23

3. **Fuel Surcharge:** X **Yes** _____ **No**

   Please give fuel surcharge percent minimum and maximum.

   Min. 0 % Max. 10 %

BID PROPOSAL FORM E – RFP 25-012
CONTINUED

Company Name Central Salt, LLC

By Lori Young
Authorized Person's Signature

Lori Young
Print or type name and title of signer

Company Address

1420 State Rd 14

Lyons, KS 67554

Phone 620-257-5626 ext 7821

Fax 620-257-5052

Email lyoung@centralsalt.com

Date June 2, 2025

ADDENDA
Bidder acknowledges receipt of the following addendum:

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

LATE BIDS CANNOT BE ACCEPTED!

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 Lori Young, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Lori Young, Customer Service Supervisor

Company: Central Salt, LLC

Address: 1420 State Rd 14, Lyons, KS 67554

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 # 25-012.
3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Central Salt, LLC
Company Name

Lori Young
Signature

Name: Lori Young

Title: Customer Service Supervisor

STATE OF Kansas COUNTY OF Rice

Subscribed and sworn to before me this 2nd day of June, 2025.

Notary Public: Bryanna A. Bryan

My Commission Expires: 09/11/2028 Commission # 1223716

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.

BRYANNA A. BRYAN
Notary Public - State of Kansas
My Appt. Expires 09/11/2028

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Central Salt LLC	
Name (Please Type or Print) Rod Dhone	Title
Signature Electronically Signed	Date 01/06/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/06/2020

Company ID Number: 1486961

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Central Salt LLC
Company Facility Address	12841 Sanders Street Detroit, MI 48217
Company Alternate Address	
County or Parish	WAYNE
Employer Identification Number	431788697
North American Industry Classification Systems Code	212
Parent Company	Kissner USA Holdings
Number of Employees	10 to 19
Number of Sites Verified for	2 site(s)

Company ID Number: 1486961

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KS	1
MI	1

Company ID Number: 1486961

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Kara Floyd
Phone Number	9137130640
Fax	
Email	kfloyd@kissner.com

Name	Kari Lambert
Phone Number	9137130642
Fax	8776817043
Email	klambert@kissner.com

Name	Rod Dhone
Phone Number	9137130660
Fax	8776817043
Email	rdhone@kissner.com

RAYMORE
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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/23/2025
SUBMITTED BY: Jimmy Wilson DEPARTMENT: Police Department
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

2025-2026 Raymore Peculiar School Resource Officer Agreement (pg 311)

STRATEGIC PLAN GOAL / STRATEGY

2.1: Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
7/1/2025	6/30/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3978
2. Contract

BACKGROUND / JUSTIFICATION

In 2016, the Raymore City Council approved an agreement between the City of Raymore and the Raymore-Peculiar School District to provide law enforcement services through the School Resource Officer Program. The school district has proposed a continuation of the contract between the City of Raymore and the Raymore-Peculiar School District. The

attached agreement provides a per-day amount of $290 and a half-day amount of $145, with a total number of 175 school days. The benefits of this relationship have been significant and will continue with the renewal of this contract.

BILL 3978 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE RAYMORE-PECULIAR SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES FOR SCHOOLS IN RAYMORE AND AS REQUESTED AT EAST MIDDLE SCHOOL."

WHEREAS, Article R-VI, Section 16 of the Constitution of Missouri provides that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and,

WHEREAS, the Raymore-Peculiar School District has expressed a desire to continue the public safety presence within the district through a contract and payment for the assignment of a Raymore Police Officer in schools designated within the attached contract.

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

Section 1. The Mayor is hereby authorized to execute an agreement between the Raymore-Peculiar School District and the City of Raymore to provide School Resource Officer services, attached as Exhibit A.

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF JUNE, 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JULY, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

COMMUNITIES RP UNITED FOR EDUCATION

Raymore-Peculiar School District

21005 S. School Rd., Peculiar, MO 64078 • Phone: 816-892-1300 • Fax: 816-892-1380

School Resource Officer(s) AGREEMENT

This Agreement is entered into this 1st day of July, 2025, by and between the City of Raymore, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

WITNESSETH

For, and in consideration of, the mutual promises, terms, and covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement – The purpose of the Agreement is for the City to assign a police officer(s) to provide law enforcement services, through the School Resource Officer(s) (SRO) program, as specified herein. The School Resource Officer(s) will have additional duties outside of the District involving School/Youth/Community Outreach not specified in this agreement. Those duties will be determined in cooperation with the Director of Safety and Security and the Raymore Chief of Police.

   City of Raymore police officer(s)(s), hereinafter referred to as the "officer(s)(s)" will serve the Raymore-Peculiar School District facilities and properties in the northern portion of the Raymore-Peculiar School District within the city limits of Raymore and at the East Middle School, but will provide support to all District facilities through the appropriate mutual aide agreements with other jurisdictions.

   The officer(s)(s) will work with school district personnel in providing education on topics that include, but not limited to: alcohol/drug education and support, anti-bullying/cyber-bullying, community/school safety, safe driving and teen dating violence. This officer(s) is responsible for maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response regarding on-campus or school related criminal activity.

2. Term – The term of the Agreement shall be from July 1, 2025 through June 30, 2026. During days the officer(s) is not on duty with the School District, the officer(s) may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer(s) may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.

3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.

4. Relationship of Parties – The City and the assigned officer(s) shall have the status of an independent contractor for purposes of the Agreement. The officer(s) assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer(s) will be subject to current procedures in effect for the City of Raymore police officer(s), including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – The District agrees to pay the City $290.00 per day (8-hour day) for each full day the officer(s) worlds for the District or $145.00 per half day (4-hour day) for a maximum of 175 full work days or combination thereof whenever school is in session with students present. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officer(s) requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer(s)'s weekly District schedule will be assigned by the Director of Safety and Security in cooperation with the Raymore Chief of Police, or a designee. The Director of Safety and Security and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

   Payment from District to City is due upon District's receipt of an itemized statement of cost from the City. The City will invoice the District monthly based upon number of days (full or half as defined above) worked in each particular month. The officer(s) shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward to the District's Director of Safety and Security showing the number of days worked and any pre-approved overtime prior to payment being made from the District to the City. The City will provide an official police vehicle and fuel for the assigned officer(s) and cover the costs of police officer(s) training consistent with City policies and procedures. Use of department vehicle must be consistent with Police Department policy at all times.

   Coverage for summer school days will be determined after summer school sites are determined and will be communicated to the Chief of Police by May 1 of each year.

6. Officer(s) Responsibilities – The officer(s) assigned to the District shall:
   a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug related issues, and in addressing violence diffusion, violence prevention, anti-bullying, cyber-bullying, seatbelt education, texting and distracted driving, and other safety issues in the school community;
   b. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer(s);
   c. Provide informational in-service training and be a general resource for the staff on issues related to alcohol and other drugs, violence prevention, gangs, safety and security;
   d. The officer(s) will gather information regarding problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students;
   e. If/when a crime occurs, the officer(s) will take the appropriate steps consistent with Missouri law enforcement police officer(s) duties, and the Codes and policies of the City of Raymore;
   f. The officer(s) will present educational programs to students, parents and/or school staff on topics agreed upon by the Police Department and the District;

g. The officer(s) will refer students and/or their families to the appropriate agencies for assistance when a need is determined and communication with the School Principal has occurred before doing so;
h. Unless exigent circumstances prevent it, the officer(s) will attempt to advise the Police Department, Director of Safety and Security and the School Principal prior to taking law enforcement action, subject to the officer(s)'s duties under the law;
i. The officer(s) shall not act as school disciplinarian, nor make recommendations regarding school discipline. The officer(s) may be used for regularly assigned supervision duties such as lunchroom, hall monitoring, bus supervision or other monitoring duties. If there is an unusual/temporary problem in any other area of the District, the officer(s) may be used to assist District employees until the problem is solved through agreement between the District and Raymore Police Department.
j. The officer(s) will conduct safety and security assessments of the school facilities and make recommendations for improvement to the Director of Safety and Security.
k. The officer(s) will maintain an activity log, attendance calendar and compile monthly safety and security data to be furnished on District approved forms and submitted to the Director of Safety and Security.
l. Incidents requiring police action that occur outside of Raymore City limits must be referred to the appropriate jurisdiction.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned officer(s) of the City beyond the general duties that exist for law enforcement officer(s)s within the State of Missouri.

7. Time and Place of Performance – The City will endeavor to have an officer(s) available for duty at the assigned school(s) each day indicated in advance on a mutually agreed upon schedule. The assigned officer(s)'s activities will be restricted to school grounds except for:
   a. Follow-up home visits when needed as a result of school related student problems;
   b. School related off-campus activities when police officer(s) participation is requested by the Director of Safety and Security and/or Principal and approved by the Police Chief;
   c. In response to off-campus, but school related, criminal activity;
   d. In response to emergency police activities.

The City may furnish a substitute officer(s) on days when the assigned officer(s) is absent due to illness or police department requirements in order to fulfill the number of days stipulated in this contract.

1. District Responsibilities – The District will provide the assigned officer(s) equipment as is necessary at his/her assigned school(s). Equipment shall include a mobile phone, radio, secured filing space and access to a computer.

   District will provide a budget up to $1,000 per officer(s) for SRO professional development as requested by the District and mutually agreed upon with the Police Department.

School Event Security Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2025, by and between the City of Raymore, Missouri, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

RECITALS:

The City and the District have a history of mutual cooperation in providing for the health, safety, and welfare of City's youth.

The City and the District currently are parties to a School Resource Officer(s) Agreement whereby City Police Officers provide educational and support services to the District in the spirit of continued cooperation.

The City and the District are desirous to extend the cooperation between the Parties such that City Police Officers will provide security and order at after school events.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the District agree as follows:

1. Security and safety duties, of the kind performed by City Police Officers in their normal course of duty, at events sponsored or sanctioned by the District, but for which attendance is not compulsory for the majority of the student body, typically falling outside the hours of 7:00 a.m. – 3:30 p.m., hereinafter referred to as "after-hours events," shall be pre-approved overtime for City Police Officers subject to the School Resource Officer(s) Agreement upon 48 hours' actual notice to the City;
2. Nothing in this Memorandum of Understanding shall be construed as evidence that City Police Officers staffing after-hours events are employees of the District, independent contractors, or anything other than City Police Officers performing their normal course of duty;
3. If, due to conflict with other duties or scheduling, the City Police Officers subject to the School Resource Officer(s) Agreement are unavailable to staff after-hours events, the City and District may agree upon substitute officers to staff after-hours events for security and safety purposes;
4. Upon agreement of the Parties, additional City Police Officers may staff a given after-hours event subject to the terms of the Memorandum;
5. City Police Officers staffing after-hours events shall be paid their applicable overtime rates by the City;
6. The City will invoice the District for time spent by its Police Officers at such after-hours events monthly;
7. Any City Police Officer performing services to the District at after-hours events shall submit a monthly timesheet through the chain of command to the Chief of Police, who will approve and forward said timesheets to the District's Director of Safety and Security showing the hours worked by the Officer;
8. The Parties shall communicate regularly and endeavor in good faith to resolve any unforeseen issues or problems as they arise;

9. The City shall provide the District with a list, which shall be revised from time to time as is necessary, of officers available and willing to staff after-hours events and each officer's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2026, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

Raymore-Peculiar R-II School District

By: _____
Superintendent of Schools

By: _____
President, Board of Education

Attested by: _____
Secretary, Board of Education

City of Raymore, Missouri

By: _____
City Administrator

By: _____
Mayor

Attested by: _____
City Clerk

RAYMORE
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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/23/2025
SUBMITTED BY: Ryan Murdock DEPARTMENT: Administration
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Holiday Lighting (pg 320)

STRATEGIC PLAN GOAL / STRATEGY

Goal 1.2.1 - Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To:	Holiday FX, LLC
Amount of Request/Contract:	$22,125.00
Amount Budgeted:	$23,000.00
Funding Source/Account:	01-07-7140-1020/25-25-7320-1350/25-27-7320-1250

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
11/1/2025	

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3977
2. Contract
3. Holiday FX Proposal

BACKGROUND / JUSTIFICATION

For several years, the City of Raymore has contracted for the installation of holiday lights around the Municipal Circle complex, including City Hall, Centerview, and numerous trees

in front of City Hall. Additionally, this contract also provides for the complete setup of the Mayor's Christmas Tree at T.B. Hanna Station. The contractor is then responsible for removal of the displays and storage until the next holiday season. A Request for Proposal (RFP) was issued for this service and bids were received on March 20, 2025. Holiday FX, our current vendor for these services, was the lowest and best bidder. Staff recommends approval of Holiday FX for lighting services. The contract is for one year with options to renew each year after for a total of a three-year contract.

BILL 3977 **ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOLIDAY FX, LLC FOR INSTALLATION, MAINTENANCE AND STORAGE OF THE CITY'S HOLIDAY DISPLAYS."

WHEREAS, the City Council has determined displays of holiday lights on buildings, city trees and the Mayor's Christmas Tree are important during the holiday season; and,

WHEREAS, City staff publicly bid the installation, maintenance and storage of the display; and,

WHEREAS, Holiday FX, LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is authorized to enter into a contract with Holiday FX, attached as Exhibit A.

Section 2. The City Manager is authorized to make changes within 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 23RD DAY OF JUNE 2025.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JULY, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

_____
Erica Hill, City Clerk

APPROVE:

_____
Kristofer P. Turnbow, Mayor

_____
Date of Signature

CITY OF RAYMORE
CONTRACT FOR SERVICES

Holiday Lighting

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this __14th__ day of_____July_____, 2025, between Holiday FX, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 939 Homestead St, Excelsior Springs, MO 64024, 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 _____July 15th, 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 25-011 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix

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

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III
CONTRACT SUM AND PAYMENT

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

ARTICLE IV
CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with the invoice 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 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

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.

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

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

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

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 by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site

will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 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.

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 warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantees all materials, equipment furnished, and work performed.

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

ARTICLE XI
REQUIRED SAFETY TRAINING

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

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

B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.

C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

HOLIDAY FX, LLC

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

HOLIDAY LIGHTING

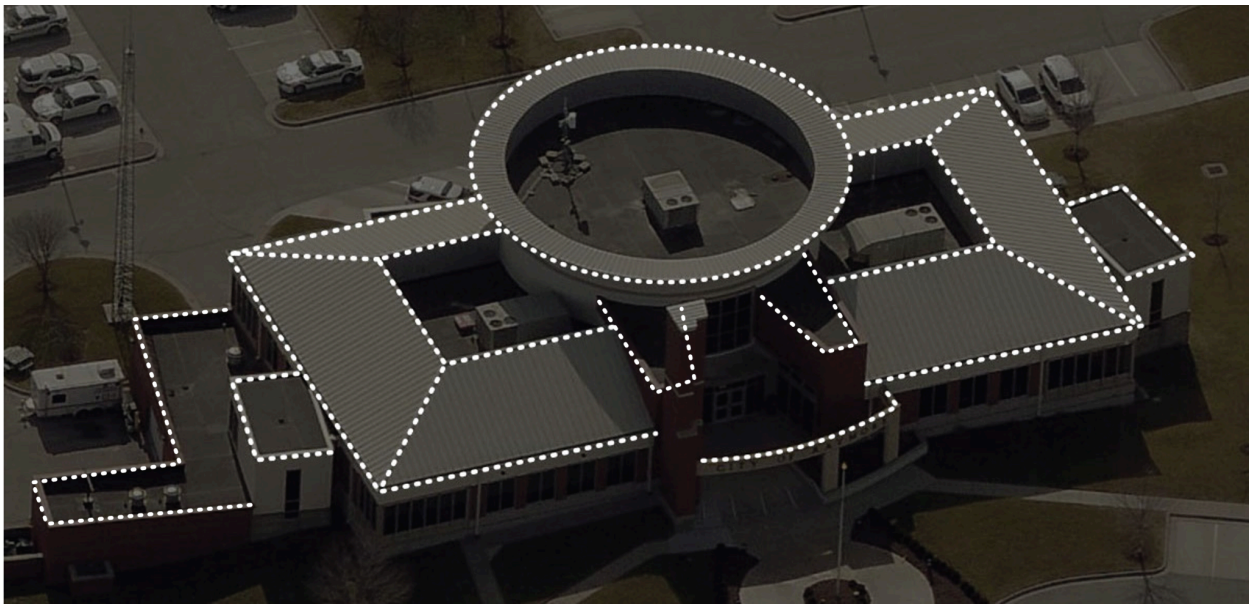
ANTICIPATED SCOPE OF SERVICES:

The City of Raymore is seeking proposals from qualified vendors to purchase and install holiday lights at City Hall, 100 Municipal Circle and Centerview, 227 Municipal Circle, by Dec. 1, and to remove and store those lights by Feb. 1.

Initial scope would include outlining both buildings in a single color that would be connected to the City Hall and Centerview power and would automatically be timed to turn on and off.

100 Municipal Circle Lighting

Building lights would be done in full outline of the building exterior. It would also include lighting of four of the trees near the front entrance and the eight trees on the rear plaza. Additionally, one 6-8 foot lighted holiday tree (no decorations) to be placed in the lobby of City Hall.



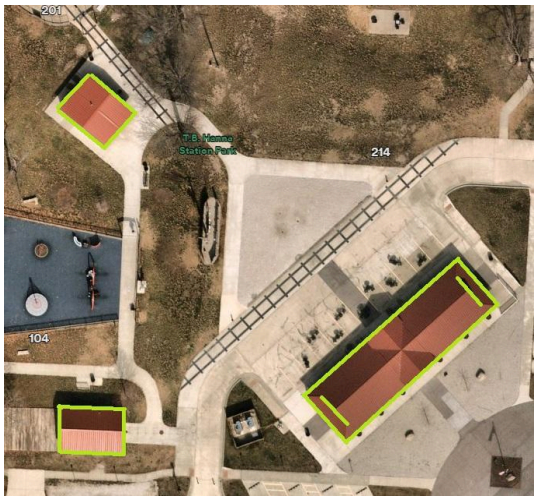
227 Municipal Circle Lighting

Building lights would be all the way around at the top.

TB Hanna Station

The vendor will pick up, assemble and properly install the City's 27-foot, lighted Holiday tree including a lighted star tree topper (minimum 3') and ornaments at T.B. Hanna Station after the second Monday in November, but before the Monday prior to the Thanksgiving Holiday. Following the second Monday in January, the vendor will then disassemble and deliver the tree and ornaments back to a designated City storage facility within City Limits. The City owns this tree and ornaments, it is not leased.

Alternate Bid: Building lights installed on the roof line of the concession stand, storage facility and shelter.



Additional requirements

- Vendor will need to conduct working tests to ensure electrical balance and integration to building systems.
- Vendor will provide lights, power distribution boxes, electrical cords, light mounting hardware, and weather protection equipment as needed.
- Vendor will provide maintenance during the length of the lighting period.
- Vendor will make repairs as necessary due to the weather.
- Maintenance response must be completed within 48 hours of the initial call for service.
- Vendor must supply an on-call phone number for maintenance reporting
- Vendor is responsible for site inspection to determine lighting needs.
- Provide cost of using incandescent lights and for using LED lights.

1. ADDITIONAL BIDDING INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 25-011

Appendix B
General Terms and Conditions

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

B. *Contract Period*
Award of this contract is anticipated prior to the end of April 2025.

C. *Insurance*
The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverages 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. 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

3. Workers' Compensation
   Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, $300,000

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

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

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

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

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

G. *Invoicing and Payment*

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

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 Communications 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 warrantees 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*
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) if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

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

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

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

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

R. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the Purchasing Specialist, in the amount of $500.00 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.

S. *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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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.

T. 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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. 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.

V. 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.

W. 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 25-011

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Daren Moon having authority to act on behalf of (Company name) Holiday FX, LLC do hereby acknowledge that (Company name) Holiday FX, 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: Holiday FX, LLC

ADDRESS: 939 Homestead St
Street

ADDRESS: Excelsior Springs MO 64024
City State Zip

PHONE: 816-550-0262

E-MAIL: daren@holidayfx.net

DATE: 03-06-2025
(Month-Day-Year) Signature of Officer/Title

DATE: 03-06-2025
(Month-Day-Year) Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 25-011

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No x___

2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No x___

3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No x___

4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No x___

5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No x___

6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No x___

7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No x___

8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No x___

   **With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No x___

10. Has the Firm been subject to any bankruptcy proceeding? Yes ___ No x___

Legal Matters

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

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

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

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

Required Representations

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

1. The Firm possesses 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 25-011

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 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 48 months.

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

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

COMPANY NAME	Independence Square Association
ADDRESS N03-0A	108 S. Liberty, Independence, MO 64050
EMAIL ADDRESS	jrogers@bygeorgepr.com
CONTACT PERSON	Jeff Rogers
TELEPHONE NUMBER	816-509-8016
PROJECT, AMOUNT AND DATE COMPLETED	Independence Downtown Square: Install C9 lights on Buildings, wreaths, set pieces, wrap poles and trees with 5mm light strings. Completed Jan 2025; Cost $23,338.50

COMPANY NAME	Downtown Blue Springs
ADDRESS	1124 West Main, Blue Springs, MO 64015
EMAIL ADDRESS	downtownbluesprings@gmail.com
CONTACT PERSON	Jon Burke
TELEPHONE NUMBER	816-598-4343
PROJECT, AMOUNT AND DATE COMPLETED	Blue Springs Downtown: Install C9 lights on Buildings, winter signage, wrap poles with garland and install bows Completed Jan 2025; Cost $22,881.00

COMPANY NAME	City of Belton
ADDRESS	506 Main St, Belton, MO 64012
EMAIL ADDRESS	mekey@belton.org
CONTACT PERSON	Mike Ekey
TELEPHONE NUMBER	(816) 892-1263
PROJECT, AMOUNT AND DATE COMPLETED	Belton Main Street: Install C9 lights on Buildings, Install C7 and 5mm minis and star topper on mayors tree, install 5mm minis on 5 trees. Completed Jan 2025; Cost $27,031.00

COMPANY NAME	Downtown Excelsior Partnership, Inc.
ADDRESS	PO Box 513, Excelsior Springs, MO 64024
EMAIL ADDRESS	exec@visitsprings.com
CONTACT PERSON	Lyndsey Baxter
TELEPHONE NUMBER	(816) 719-9912
PROJECT, AMOUNT AND DATE COMPLETED	Excelsior Springs Downtown: Install C9 lights on Buildings Completed Jan 2024; Cost $12,250.00

COMPANY NAME	Price Brothers-Bluhawk Shopping Mall
ADDRESS	12721 Metcalf Suite 200, Overland Park, KS 66213
EMAIL ADDRESS	stuarts@pricebrotherskc.com
CONTACT PERSON	Stuart Stram
TELEPHONE NUMBER	816-674-1294
PROJECT, AMOUNT AND DATE COMPLETED	Bluhawk Shopping Mall: Install C9 lights on Buildings, Install 27' Prelit tree with topper. Completed Jan 2025; Cost $26,042.50

State the number of Years in Business: 20

State the current number of personnel on staff: 13

PROPOSAL FORM D
RFP 25-011

Proposal of Holiday FX, LLC, organized and
(Company Name)
existing under the law of the State of Missouri, doing business

as Holiday FX, LLC (*) Partnership

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 25-011 – Holiday Lighting.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 01, 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. 25-011

Holiday Lighting

Bid using incandescent bulbs

City Hall - 100 Municipal Circle $ NA

Centerview - 227 Municipal Circle $ NA

Total for both buildings **$** NA

Bid using LED bulbs

City Hall - 100 Municipal Circle $ 9150.00

Centerview - 227 Municipal Circle $ 4350.00

Total for both buildings **$** 13500.00

Please list any discounts for 2nd and 3rd year of contract if any.

2nd year NA 3rd year NA

****

T.B. Hanna Station

Large Lighted Holiday Tree

1st year 8500.00 2nd year 8500.00 3rd year 8500.00

City Hall 100 Municipal Circle - 6-8′ lighted tree placed inside - not decorated.

1st year 125.00 2nd year 125.00 3rd year 125.00

****

ALTERNATE BID - T.B. Hanna Station

Concession Stand

1st year 780.00 2nd year 490.00 3rd year 490.00

Storage Building

1st year 780.00 2nd year 490.00 3rd year 490.00

Shelter

1st year 2800.00 2nd year 1440.00 3rd year 1440.00

BID OF: Holiday FX, LLC

(Firm Name)

DATE: 03-06-2025

CITY OF RAYMORE
100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093

RAYMORE
come home to more

ADDENDUM NO. 1
Holiday Lighting
Project #25-011

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 - Clarification

1. Clarification: I don't believe your request for proposal points out the ornament package for the large tree.

Response: TB Hanna Station Section should be changed to:

TB Hanna Station

The vendor will pick up, assemble and properly install the City's 27-foot, lighted Holiday tree including a lighted star tree topper (minimum 3') **and ornament package** at T.B. Hanna Station after the second Monday in November, but before the Monday prior to the Thanksgiving Holiday. Following the second Monday in January, the vendor will then disassemble and deliver the tree and ornaments back to a designated City storage facility within City Limits. The City owns this tree and ornaments, it is not leased.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: Holiday FX, LLC

By: Daren Moon

Title: Owner

Address: 939 Homestead St

City, State, Zip: Excelsior Springs, MO 64024

Date: March 6, 2025 Phone: 816-550-0262

Signature of Bidder:

ADDENDUM MUST BE SUBMITTED WITH BID

Appendix B

W) Affidavit of Work Authorization and Documentation: E-File

Holiday FX, LLC does not have employees, therefore does not qualify for the Federal work authorization program therefore cannot supply e-file documentation or notarized affidavit.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JUNE 16, 2025, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. 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 STAFF.

A. Discussion of the 2026 FIFA World Cup Tournament

City Manager Jim Feuerborn discussed the potential impacts to the City of Raymore from the tournament as well as the potential to sponsor events during that timeframe.

B. Discussion of the impacts of the passage of Missouri Special Session Senate Bill 3

City Manager Jim Feuerborn outlined the next steps for the County and the estimated financial and budgetary impacts to the City of Raymore with the passage of Missouri Senate Bill 3.

C. Other

In light of the tragedy in Minnesota, City Manager Jim Feuerborn asked if the Council would like to remove Council addresses from the website. The consensus was to remove that information.

The work session of the Raymore City Council adjourned at 7:14 p.m.