



## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, January 26, 2026  
6:00 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Presentations / Awards**
- 5. Personal Appearances**
- 6. Staff Reports**

- A. Public Works
- B. Parks and Recreation
- C. Communications Report

- 7. Committee Reports**

- 8. Consent Agenda**

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

- A. City Council Meeting Minutes, January 12, 2026

- 9. Unfinished Business**

- A. Intergovernmental Agreement with the Belton Police Department Municipal Jail (pg 29)

Reference:  
Bill 4010  
Intergovernmental Agreement

The Belton Police Department Municipal Jail has been utilized as the primary detention facility for inmate housing on municipal arrest. This Intergovernmental agreement is to provide continued inmate housing.

- City Council, 01/12/2026: Approved, 8-0

B. Award of Contract - Website Hosting and Design (pg 36)

Reference:

Bill 4009

Contract

The current contract for website hosting expires in April 2026. Staff recommends awarding the contract for website hosting and design to Revize LLC.

- City Council, 01/12/2026: Approved, 8-0

C. Budget Amendment Website Hosting and Design Services (pg 60)

Reference:

Bill 4011

This item will amend the FY26 operating budget in order to proceed with the City's website design and hosting services agreement.

- City Council, 01/12/2026: Approved, 8-0

## **10. New Business**

A. Award of Contract - Pavement Condition Index Survey (pg 63)

Reference:

Bill 4007

Contract

ARA Proposal

This contract is for the completion of a Pavement Condition Index. This survey will provide pavement condition data on all city streets to guide the street preservation programs. This information will be collected and

provided to staff in a format that can be incorporated into the City's current GIS data.

- No previous action on this item

B. Award of Contract - Willow Hills Storm Culvert Repairs (pg 106)

Reference:

Bill 4008

KB Construction Proposal

Contract

This project will replace two culverts in the Willow Hills neighborhood that have reached the end of their service life. This project will also install rip-rap to prevent erosion in the Park Place neighborhood.

- 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**

### **EXECUTIVE SESSION (CLOSED MEETING)**

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

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

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816)

331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

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

## **PUBLIC WORKS MONTHLY REPORT**

January 2026

### **ENGINEERING DIVISION**

#### **Capital Projects Under Construction**

- 2026 Street Preservation & North Madison Street Repairs projects are out for Bids
- 2026 Curb Replacement & ADA Ramp project is out for Bids
- The 58 Highway Overlay project from Westgate Drive to Foxridge Drive is out for Bids
- The Design of the Dean Avenue Access Modifications & Kurzweil Road Projects are moving along as expected and are still on schedule.
- The installation of the additional left turn signal at Dean Avenue & North Cass Parkway is moving forward quickly and should be completed in the next couple of months.

#### **Development Projects Under Construction**

- Sendera - Poured ADA ramps and continuing to work on punchlist items
- Saddlebrook - Finished up punchlist
- Cunningham 3rd- Installing infrastructure
- Cunningham 5th - Working on punchlist items
- Creekside Ranch - Street lights still need installed and the contractor is working on punchlist items
- Iconic - Installing infrastructure
- Madison Valley 4th -Working on as built
- Madison Valley 5th - Installed curbs and base asphaltThe contractor still need to install signs, street lights and surface asphalt.
- Prairie View of the Good Ranch Phase 2- Installing public infrastructure.
- Timber Ridge -Working on final punch list items.
- Branched Out Plaza- Started grading work

### **OPERATIONS & MAINTENANCE DIVISION**

- 61 Completed Customer Service Requests
- 51 City Hall Work Orders
- 463 Locates
- 8 Driveway Inspections
- 8 Sidewalk Inspections
- 11 Curb Inspections
- 51 Final ROW Inspections
- 9 Sewer Inspections
- 8 Water Taps
- 6 Water Inspections

Road Maintenance:

- Completed the fabrication of a new salt brine stand.
- Assembled and delivered requested trash and recycling carts.
- Hooked up all snow plow equipment in anticipation of winter weather.
- Assisted the Communications Department with hanging holiday banners.
- Finished maintenance and cleaning of all snow plow vehicles.
- Completed a Concrete street patch on Mesa Ridge.
- Completed an asphalt street patch on Lakepoint Cove.
- Replaced mailbox post on S. Foxridge that was damaged during recent snow plow operations.
- Yard repairs from recent snow plow operations.
- Removed graffiti off of the guard rails on 155th.
- Relocated a stop sign at Glenn Circle and Creekmoor Drive that was being blocked by the street light.
- Added snow plow truck name decals to all snow plow trucks.
- Replaced 2 ADA ramps on Kreisel Dr.
- Replaced 2 sidewalk panels located on Kreisel Dr.
- Restocked salt from the previous winter weather event and pushed/placed salt into the salt salt storage dome. Pushed Salt in Salt Dome - Restocking from previous winter weather event. 15 loads of salt were delivered over 4 days.
- Began the "Emergency Snow Route" Sign Replacement Project - Removed 70 Signs and posts in Zone 1 and Zone 2.
- Began annual street sweeping and storm box inlet cleaning city wide.
- Replaced a red light on a traffic signal located at the intersection of Hubach Hill and School Rd.
- Repaired the traffic signal at 58 Hwy and N Foxridge Dr.
- Finished fence clearing on Dean Ave. at the Owen Good Pump Station.
- Continued street sweeping.
- Continued storm box and storm inlet cleaning city wide.
- Replaced a "Yield Sign" at N. Washington and N. Jackson.
- Replaced a "Stop Sign" at N. Franklin and Heritage.
- Repaired the salt spreader on dump truck #388.
- Set a Temporary Stop Sign at J Hwy / Hubach Hill due to a traffic accident.
- Completed dirtwork on sidewalks and ADA Ramps on Kreisel Dr.
- Patched over 300 potholes city wide.

#### Water and Sewer Services:

- Replaced the fire hydrant at 1208 W. Lucy Webb Rd.
- Repainted 24 fire hydrants along 58 Highway.
- Repaired the water meter pit at 1105 Wesley Cir.
- Raised the water meter located at 314 N. Park Dr.
- Raised the water meter located at 320 N. Park Dr.
- Raised the water meter located at 322 N. Park Dr.
- Completed multiple meter pit repairs city wide.
- Winterized all lift stations.
- Worked the O2 system issues at the Owen Good Lift Station.
- Master meter reads were obtained for billing.
- Sewer camera preparations began for a new development.

- Began final inspections on a new development.
- Televised 2,900 ft of sewer main for new developments located at Grant Park Villas and the Saddlebrook Subdivision.
- Surveyed 3,500 ft of tracer wire to ensure that they are working properly for new development.
- Pulled routine monthly MDNR water samples.
- Conducted water disconnects and restores for non-payment.
- Painted 20 fire hydrants city wide.
- Worked O2 System issues at the Owen Good lift station and replaced heat tape to prevent freezing.
- Worked the Owen Good Pump 2 issues.
- Continued final inspections on new development.
- Televised 5502 ft of sewer main for new development at Madison Valley, Timber Ridge, and Saddlebrook Subdivisions.
- Surveyed 4200 ft of tracer wire to ensure that they are working properly for new development.
- Pulled Routine Monthly MDNR Water Samples
- Repaired a manhole located at 402 Eagle Glen Dr.
- Replaced the coax cable at the Morningview Lift Station due to loss of signal.
- Repairs were made on Pump #2 at the Morningview Lift Station.
- Sewer Jetted 175 ft of sewer main on Archer Dr.
- Televised 175 ft of sewer main on Archer Dr.
- Replaced a broken fire hydrant on Kurzweil Rd.
- Continued painting fire hydrants city wide.
- Replaced the meter pit at 305 Royal St.
- Replaced the meter pit at 402 Arabian Dr.
- Replaced the meter pit at 310 N. Woodson.
- Continued with LSLI (Lead Service Line Inventory) for MDNR and EPA.
- Completed meter activations for new meter installations.
- Stale meters were identified and repairs completed as necessary.
- Station maintenance was performed.
- Completed daily station reading and inspections.
- Completed routine water and sewer customer service requests.
- Customer service and customer service training continued.
- Cleaned the basket at the Owen Good Lift Station.

#### Traffic and Pedestrian Infrastructure:

- Sign maintenance and repairs.
- Streetlight repairs were made.
- GIS Mapping of city infrastructure continued.
- Routine mowing was completed.
- Addressed sight clearance issues.
- Traffic signal light repairs were made.

#### Customer Service and Administration:

- Prepared and conducted one employee evaluation.
- Continued the process of creating purchase orders for purchases or projects for the new fiscal year.
- Continued to collect and record completed backflow prevention tests for the city wide backflow Program.
- Continued with Lead Service Line Inventory (LSLI) reporting.
- Conducted an interview for the open Maintenance Technician position.
- Continued the process of creating and processing purchase orders for purchases or projects for the new fiscal year.
- Held a post snow event debrief meeting.
- Public Works Operations Administrative Assistant Ashley Tucker participated in an APWA Accreditation Evaluator Training.
- Completed a Winter Weather Event Report.
- Completed the Monthly MDNR Monthly Report.
- Public Works crews participated in sewer camera training.
- Participated in a Lead Service Line Inventory meeting.
- Administrative Assistant Ashley Tucker and Assistant Director Justin Paith participated in interviews for the open Engineering Administrative Assistant position.
- Assistant Director Justin Paith participated in a Pavement Condition Index Meeting for future street preservation.
- The Public Works department was presented with their APWA Re-Accreditation at the 12/22 City Council Meeting.
- Public Works participated in a Trenching / Shoring / Confined Space Training.
- Mailed out 1300 Lead Service Line Inventory letters to specific addresses that will need to have their service line identified.

## MONTHLY REPORT

January 2026

### Monthly Highlights

- Park Maintenance built ice for The Rink at T.B. Hanna reopening.
- Park Maintenance trimmed trees around the park system.
- Parks maintenance installed a new tee for the disc golf course at Recreation Park.
- Park maintenance removed holiday lights at T.B. Hanna Station.
- Several Parks and Recreation staff attended the Raymore Chamber of Commerce Coffee N Conversations event hosted by Scooter's Coffee.
- Athletic Coordinator Nick Cook began coaching Tiny Basketball at the Raymore Activity Center.
- Athletic Coordinator Nick Cook and Recreation Superintendent Todd Brennon gave a concessions tour to the new concessions supervisor.
- Recreation Coordinator Cecilia Walther began preparation for summer camp by planning weekly themes and activities.
- Recreation Superintendent Todd Brennon, Recreation Coordinator Cecilia Walther and Athletic Coordinator Nick Cook met with Baskin Robbins to discuss sponsorship opportunities. Thank you to Baskin Robbins for sponsoring the 2026 Spring Volleyball League!
- Recreation Coordinator Cecilia Walther held a fitness open house at the Raymore Activity Center. 20 attendees participated in the event.
- Recreation Coordinator Cecilia Walther continued work in securing food and drink vendors for the 2026 Spirit of America event.
- Recreation Coordinator Cecilia Walther booked a band for the 2026 Trucktoberfest event.
- Recreation Superintendent Todd Brennon and Recreation Coordinator Cecilia Walther attended the monthly Raymore Chamber of Commerce events committee meeting.
- Park maintenance continued to build ice at the ice rink at T.B. Hanna Station.

Marvin Cantwell caught this 3 lb. trout on Tuesday, Dec. 23.



January 14: Don Davis is our third winner of a Walmart gift card and happens to be the father of our first winner Carter Davis!



- Park Superintendent Steve Rulo and Parks and Recreation Director Nathan Musteen attended the 2026 Shadetree Conference in Manhattan, KS. This is the annual conference to maintain their Arborist Certifications.
- Parks and Recreation Director Nathan Musteen attended several pre-bid meetings for upcoming projects.
- Recreation Superintendent Todd Brennon was a special guest at Bridle Ridge Elementary's 4th grade class. Brennon discussed all-inclusive playgrounds.
- Parks and Recreation Director Nathan Musteen participated in the 1st MPRA Mentorship Virtual Meet and Greet - Musteen will mentor young professionals across the state through the program on. *See more information below*
- The Missouri Department of Conservation stocked Johnston Lake at Hawk Ridge Park with trout on Tuesday, January 20th as part of the partnership between the Parks and Recreation Department and the Conservation Department.

If an angler is lucky enough to catch a tagged trout, the tag can be turned in for a Walmart gift card at the Raymore Parks & Recreation office at Centerview, 227 Municipal Cir., 8 a.m.-5 p.m., Monday through Friday.

A Missouri fishing license is required for all fishers between 16 and 64 years of age and trout permits are required if trout are kept. The daily limit is four trout. Anglers are also encouraged to keep the lake and park clean and avoid leaving litter behind.

A paved walking trail wraps around the 12-acre lake, with an accessible fishing dock, bridge and jetty. Hawk Ridge Park is open daily from dawn to 11 p.m. and is located at 701 Johnston Pkwy.

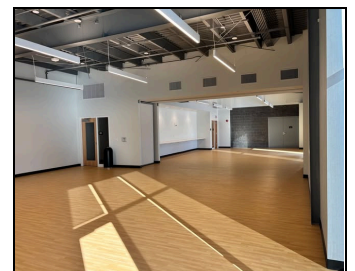
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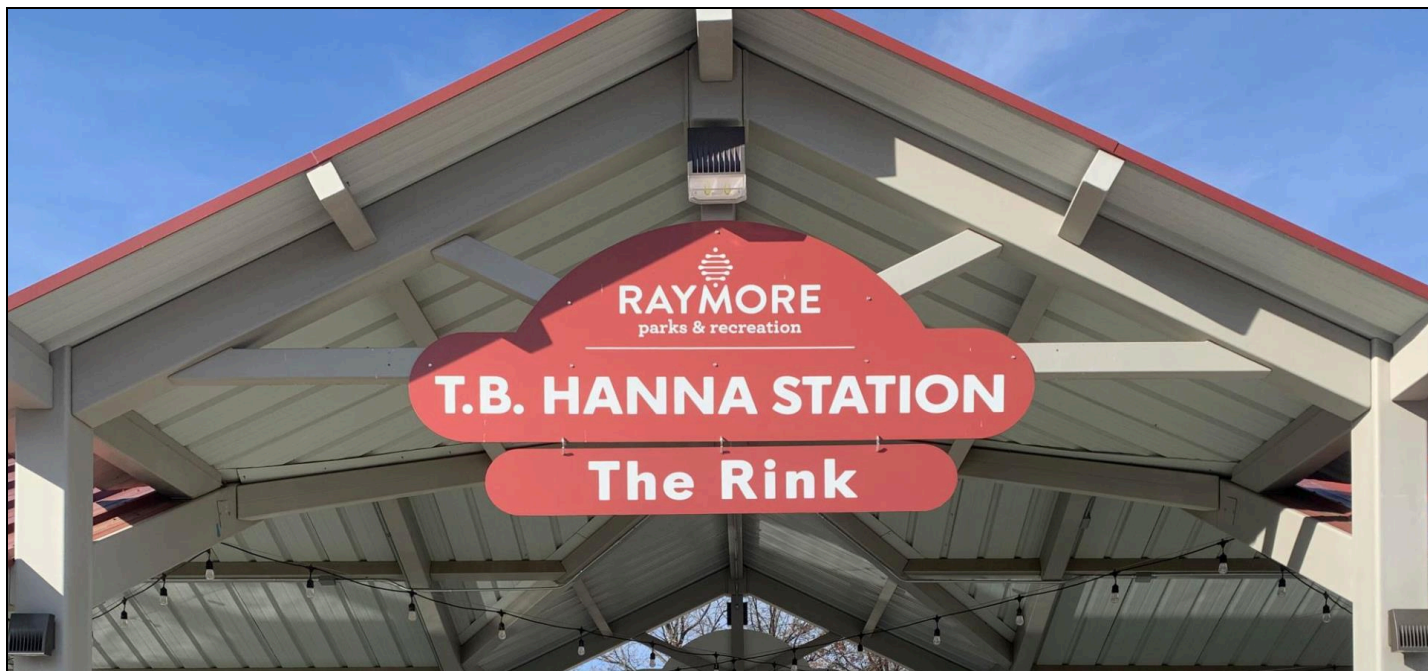
## **The Sportsmanship Corner**

**(Excellence Room & Resilience Room)**

Our 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](mailto:recreation@raymore.com) to learn more and make your personalized reservation at the Raymore Activity Center today.





## The Rink 2025-2026

### Hours

- **Mondays:** Closed (for maintenance)
- **Tuesdays-Thursdays:** Open skate\*
- **Saturdays & Sundays\*\*:** 1-7 p.m.
- **Skate rentals are \$5 per person (cash only) and available in sizes toddler 8 to adult 14.**

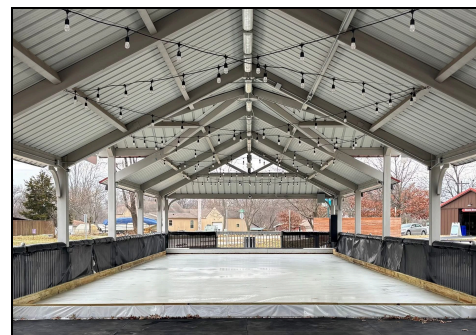
\* The Skate Shop is closed, but you're welcome to skate for free with your own skates!

\*\* The Skate Shop will be open on select days outside of Saturday and Sunday that will be announced and posted on our website.

### Private Rentals at The Rink: \$200

#### Includes:

- Two hours of private skating
- Up to 20 pairs of skates (\$5 for each additional pair)
- Use of fire pits & heaters



\* When are private rentals offered? // Saturdays & Sundays from 11 a.m.-1 p.m. & 7-9 p.m.

\*\* Contact Raymore Parks & Recreation for current availability, details & information on private rentals at 816-322-2791 or recreation@raymore.com

**REMEMBER: ALL RINK HOURS & PRIVATE RENTALS ARE WEATHER DEPENDENT!**

# MORE

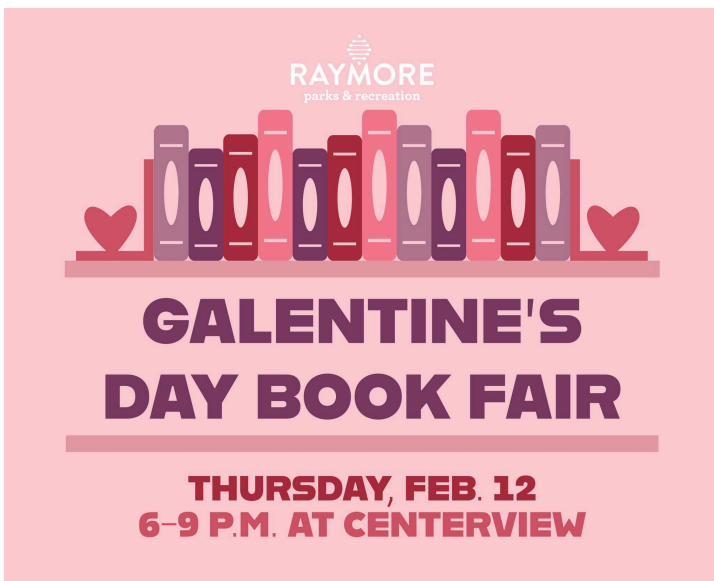
## MPRA MENTORSHIP PROGRAM

*Mentorship Opportunities for a Rewarding Experience*

The Missouri Parks and Recreation Association (MPRA) Mentorship Program is a professional development program designed to bridge the gap between veteran association members and emerging new professionals. It provides opportunities for exchanging information, ideas, and resources between a Mentor and a Mentee.

Through a collaborative, mutually beneficial partnership, Mentors and Mentees will gain new networking opportunities, unique experiences and perspectives, and

build a relationship to foster the park and recreation profession. Instead of a one-to-one pairing, the MPRA Mentorship Program will create small group mentoring cohorts of 2-3 mentees with 2-3 mentors to enhance the chances of connection and sustain momentum. The Mentorship Program is a minimum one-year commitment. After each year, participants will be allowed to re-enroll and be placed with a new cohort.



RAYMORE  
parks & recreation

**GALENTINE'S  
DAY BOOK FAIR**

**THURSDAY, FEB. 12  
6-9 P.M. AT CENTERVIEW**



**Spring**  
**CRAFT SHOW**

*Saturday, March 7*  
10 A.M.-2 P.M.  
RAYMORE ACTIVITY CENTER | 1011 S MADISON ST.

RAYMORE  
parks & recreation

## EMAIL SUBSCRIBER REPORT

Total subscribers: 3,325      Email open rate: 51% (vs industry avg. +11%)  
 Total sends: 13,184      Contact net growth: +18  
 Most popular e-newsletters:  
 1) Parks Monthly- 1,146; 2) Weekly Report- 998; 3) Police Blotter- 796

## SOCIAL MEDIA ANALYTICS - HIGHLIGHTS

### CITY OF RAYMORE

#### Facebook @CityofRaymoreMO

- Followers: 10,138
- 45,825 views/1,892 engagement
- Total posts: 9
- Post topics: Holidays, water main break, construction notice, National Law Enforcement Appreciation Day, phone scams, crosspost on trout fishing from Parks
- Top post based on views: Dec. 31- 7 p.m. water main break, 11,218 views

#### Instagram @CityofRaymoreMO

Followers: 1,438/1.6K views/32 interactions/4 posts

### RAYMORE POLICE DEPARTMENT

#### Facebook @Raymore.Police

- Followers: 11,426
- 291,396 views/27,055 engagement
- Total posts: 5
- Post topics: Welfare check/attempt to locate, DUI enforcement, scam alert
- Top post based on views: Jan. 10-Welfare check, attempt to locate 18 year old, 221,943 views

### RAYMORE PARKS AND RECREATION

#### Facebook @RaymoreParksAndRec

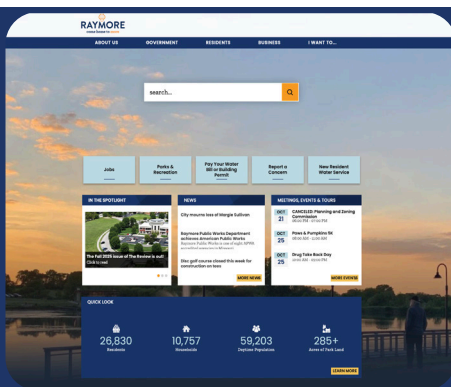
- Followers: 7,839
- 97,553 views/4,125 engagement
- Total posts: 27
- Post topics: Fitness, sports registration, The Rink at T.B. Hanna Station, volunteers
- Top post based on views: Dec. 29-Another tagged trout caught, 41,119 views

#### Instagram @RaymoreParks

Followers: 294/32.4K views/26 interactions/9 posts

### ADDITIONAL CITY SOCIAL MEDIA ACCOUNTS

@RaymoreEmergencyManagement, @RaymoreAnimalControl and @RaymoreArts on Facebook; @CityofRaymoreMO on Threads and X



## WEBSITE www.raymore.com

- 4 news stories published:  
 Jan. 2: Trail construction begins on Dean Avenue Jan. 5  
 Jan. 8: Community News Magazine The Review is available to read online  
 Jan. 8: Street and curb repairs start Jan. 13 in Edgewater 3rd Subdivision  
 Jan. 21: Arctic blast arrives Friday, Jan. 23



## YOUTUBE youtube.com/CityofRaymore

- 420 subscribers (+3)
- 1,694 views
- 3:30 avg. view duration
- 99.1 hours of watchtime

## SAY MORE IN RAYMORE PODCAST

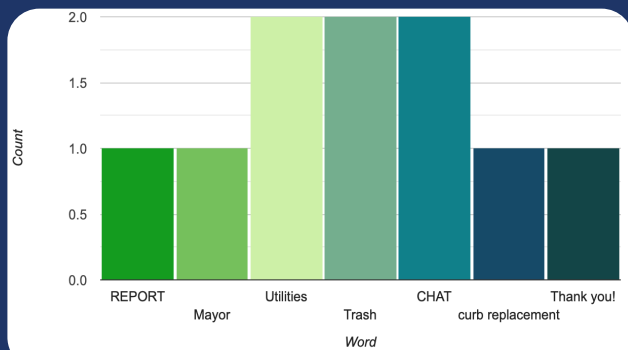
- Achievement: 500 all time downloads\*
- Season 2 starts this month
- Locations: 67 total cities, 9 countries/territories

\*Episodes can be streamed without downloading



**500 Podcast Downloads**

Congrats from 



## TEXTMYGOV

816-892-9737

- Text conversations: 8
  - Subscriber notifications sent - 1
  - Jan. 22, General Notifications- Arctic blast arrives
  - Friday: safety tips (217 subscribers)
  - Reports: 1
- Report topic: Code

## ITEMS OF NOTE FOR DECEMBER-JANUARY

- The Review/Parks & Rec Program Guide for Winter/Spring 2026 was printed and mailed to all Raymore addresses. Current circulation: 12,150
- The Raymore Arts Commission welcomed At-Large Commissioner Yvette Sabur at the January meeting.
- Community Engagement Coordinator Alex Garcia assisted Economic Development Director Jordan Lea with the design and content for the 2025 Annual Report for Economic Development.

## UPCOMING

- With the anticipated approval of the website hosting and design agreement, staff will begin working on the new website content in early February.
- Staff will design street pole banners and other communications pieces related to the upcoming World Cup.
- Rotating public art program: The Raymore Arts Commission will distribute a call for artists for the replacement of the current sculpture at Memorial Park (lease ends spring 2026) with new art and a sculpture at a new location on the south end of Memorial Park at the south trailhead for the Arboretum Trail at Lucy Webb Road. The art pieces will be leased for two years as part of the program.



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JANUARY 12, 2026, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR PRO TEM ABDELGAWAD, COUNCILMEMBERS BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY CATHERINE ALEGRE.**

**1. Call to Order**

Mayor Pro Tem Abdelgawad called the meeting to order at 6:00 p.m.

**2. Roll Call**

Recording Secretary Catherine Alegre called roll; quorum present to conduct business. Mayor Turnbow was absent.

**3. Pledge of Allegiance**

**4. Presentation/Awards**

**5. Personal Appearances**

**6. Staff Reports**

Development Services Director David Gress and Chief of Police Jim Wilson reviewed their staff reports included in the Council packet.

City Manager Jim Feuerborn noted that the January 19 work session is cancelled in observance of Martin Luther King Jr. Day.

**7. Committee Reports**

**8. Consent Agenda**

**A. City Council Regular Meeting minutes, December 22, 2025**

**B. Resolution 26-01: Appointments and Affirmations of Membership to Incentive District Boards**

**C. Resolution 26-03: 2025 Curb Replacement Project - Acceptance and Final Payment**

**D. Resolution 26-04: Appointment of Yvette Sabur to the Raymore Arts Commission**

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

**DISCUSSION:** None

<b>VOTE:</b>	Mayor Pro Tem 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. Good Ranch Tract 12 Federal Records Storage Facility Rezoning: A to BP-P**

**BILL 4002: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "A" AGRICULTURAL DISTRICT TO "BP-P" BUSINESS PARK, PLANNED DISTRICT OVERLAY, A PART OF TRACT 12 OF THE GOOD RANCH, RAYMORE, CASS COUNTY, MISSOURI."**

Recording Secretary Catherine Alegre conducted the second reading of Bill 4002 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Burke to approve the second reading of Bill 4002 by title only.

**DISCUSSION:** Councilmember Baker stated we are placing warehousing next to a single family residential area, conflicting with the comprehensive plan. He disagrees with finding of fact six regarding impacts on nearby properties. He also noted traffic concerns at the Dean Avenue and North Cass Parkway, stating there are current issues with the intersection and foresees greater issues when the area of warehouses is built out.

<b>VOTE:</b>	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Nay
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Abstain
	Councilmember Holman	Aye
	Councilmember Mills	Nay

Mayor Pro Tem Abdelgawad announced the motion carried and declared Bill 4002 as **Raymore City Ordinance 2026-001.**

**B. Timber Trails (Iconic) Chapter 100 - Multi-Family Phase**

**BILL 3992: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE**

**BONDS (RESIDENCES AT TIMBER TRAILS PROJECT), SERIES 2025 RELATED TO AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS.”**

Recording Secretary Catherine Alegre conducted the second reading of Bill 3992 by title only.

City Manager Jim Feuerborn noted media inquiries regarding Chapter 100 projects in the City. He called on the city’s bond counsel to respond to their questions.

Sarah Granath, Gilmore and Bell, stated Chapter 100 usage for both industrial and commercial projects is a well accepted practice. This structure started back in the 1980s, noting that Gilmore and Bell has done many, specifically on commercial, with the multifamily or retail aspect of that totaling over a billion dollars of principal amount just in their firm alone. She stressed that this is a very common structure used for this purpose.

There was a question about Chapter 100 not specifically mentioning commercial projects and how we are able to go outside of the true industrial projects. Chapter 100, or industrial revenue bonds, are found both in Chapter 100 of the Revised Statutes of Missouri and the Missouri Constitution. Chapter 100 authorizes cities to issue revenue bonds for the purpose of constructing a facility to be leased to a private entity and then for that lease to be paid for out of revenues of the project. It then lists industrial development projects such as warehouses, distribution, offices. This Chapter 100 then outlines the process for issuing bonds. Commercial projects are not mentioned in Chapter 100, but it is found in the Missouri Constitution Article 6 Section 27(B), stating that cities are authorized to issue revenue bonds for the purpose of constructing facilities to be leased to a private entity and then for that lease to be paid back with revenues of the project. However, this constitutional provision lists a different set of allowable projects: manufacturing, commercial, warehouse, and industrial purposes. State statutes in Missouri cannot take away powers that the Missouri Constitution grants. We lean on Chapter 100 to show us a method of implementing this revenue bond process, but the constitution to give us that commercial as an identified allowable project. That constitutional provision predates the statutes, so this process has been going on since before the Chapter 100 statute. It is just commonly referred to as Chapter 100 industrial development revenue bonds.

Ms. Granath explained what “commercial” is. She stated retail is what you think of as being commercial. It's authorized as commercial under the state statutes and state law and then it's also categorized by the assessors as a commercial use. Under state law, multifamily residential is classified as a commercial enterprise. It is run with that purpose behind it.

The Missouri Department of Economic Development website has a summary of Chapter 100 projects. There are three parts that it categorizes under a Chapter 100 incentive. The first is property tax abatement, which is what we typically think of as real and personal property tax abatement. That's over the life of the project. This is the portion that the city has control of. You follow the outlined steps. There's no state approval or certification. There is a state form that gets filed by January 31 of the following year to notify the state that you have done this project for their economic development marketing and informational purposes. The second is the sales tax exemption on construction materials. This has been involved in every Chapter 100 project that the City has authorized in recent years. This is the City lending their sales tax exemption for this public purpose. Again, no state approval or certification required. The third is the sales tax exemption on the purchase of personal property. This is not an ongoing abatement, it's on the initial purchase of a personal property. There are some items of personal property that are exempted by right by state statute if you were to go buy them, such as pieces of machinery and equipment that are found in other state statutes. There are other pieces of personal property that there is a possibility of purchasing without paying sales tax on that purchase. That provision is referenced in Chapter 100. That approval would be for items of personal property that are integral to a company's primary business activity. The state's Department of Economic Development approval and certification is required. The company completes an application on the state's website and the city or their representative will certify and provide copies of ordinances showing there is a Chapter 100 project for this equipment. After that, the state will approve the personal property sales tax exemption. This state approval is buried on their website and does state that commercial purposes such as retail and residential are not allowed. She explained why cities are allowed to do something but the state won't approve it, noting the statute versus constitution aspect. The state's authority to grant this additional personal property sales tax exemption is found in Chapter 100, which is a statute, and Chapter 100 only lists the industrial projects as the allowable projects, so the state is only allowed to operate within that Chapter 100 framework. Whereas the City is specifically authorized in the constitution to do projects for a larger scale. The constitutional provision does not include the sales tax exemption for personal property.

This project only has abatement on real property and the sales tax exemption on construction materials. Those two pieces are within the City's control. The state does not certify and does not need to provide approval. She stated there was a question if the City gives their sales tax exemption and then that's found to be either incorrectly given or incorrectly used by the developer. This is covered in Section 6.11 of each of the leases. There is a specific indemnity provision that covers improper use of a sales tax exemption on construction materials. It requires the developer to pay all costs, expenses, fees, fines, etc. for any investigation. There is also a general broad indemnity in the performance agreement that was signed two and a half years ago when the project was initially approved and in the leases going forward.

Ben Bigham, Polsinelli, on behalf of Timber Trails, stated the developer, Jake Loveless, was in attendance. He reviewed the process this project's Chapter 100 has been through. In 2023, there was a development agreement entered into between the City and the developer. Included in that development agreement, it contemplated the passage of a Chapter 100 plan. Within that Chapter 100 plan, it contemplated the Chapter 100 bonds that are being presented on the retail and multifamily phases. Since 2023, there haven't been any other Chapter 100s that have come before this Council. There is a delay in issuing the bonds due to construction timing, securing a lender, i.e. everything necessary for movement on a project of this scale. Now, they are here to get the Chapter 100 bonds approved and the abatement structure in place.

He stated there were questions regarding debt service and payment details. This Chapter 100 bond is a book entry special obligation bond. Under special obligation bonds, specific revenues are pledged to the repayment of the bonds. In this case, the revenue that's being pledged for the repayment of the bonds is the PILOT payment - the tax payments made under this Chapter 100 structure. In this case, the developer purchased the bonds and the developer is the one obligated to make the PILOT payments. The City has no obligation or liability under the Chapter 100 structure to make any payments.

He noted confusion on the dollar amounts that are associated with these bonds. He referenced the multifamily phase Chapter 100 bonds, which are listed at \$56.6 million. This amount is the developer's anticipated cost of the project. The City has no obligation to pay debt service on the \$56 million. It is merely identifying that the project is anticipated to cost approximately \$56 million. The same applies to the retail phase for \$3.6 million.

He explained the PILOT structure for both phases. The multifamily phase has a fixed PILOT, meaning that the payments can be projected with certainty for the life of the Chapter 100 plan, 25 years in this case. For 25 years, the developer and the City will know how much in taxes are paid on this project. The starting amount was \$1,426.35 per unit. To find the tax payment in year one, we would take 300 (the number of units in the multifamily project) times \$1,426.35. The per unit amount increases every two years by 1.5%, which is what we see in Cass County as an average escalator for the increase of taxes over the course of the lifespan of this PILOT schedule. He stated the \$1,426.35 per unit value was determined by Cass County. The developer came in, wanted a fixed PILOT which gives them certainty moving forward so they can go finance and have a static payment schedule they can look at and finance the project around. The City wanted to benefit from this, so asked Cass County for a value. Cass County, said in year one (2023) the per unit market value would be \$1,426.35. The current tax generation of the location of the multifamily property is around \$1,000. With 300 units, the year one tax payment will be \$427,905.

The retail phase utilizes a floating PILOT, where the developer will pay taxes which are otherwise due and then take an abatement percentage out of it. In this case the abatement is 25%. This means the assessor issues a bill, \$100 for

example. The developer will pay \$75, 75% of the amount that was billed by the Cass County Assessor. If certain conditions are met, that abatement can rise to as high as 50% by having more sales tax generating tenants. If more sales taxes are being generated then that helps fill the gap of the abatement that's being provided through this Chapter 100 structure. These retail tenants are secured by triple net leases. The intent with this abatement scale is that flow through savings of the property taxes can be used to entice higher quality users and types of users that constituents want to have there: retail users, restaurant users, etc. The more abatement that exists, the lower rent payment you can offer to the tenant and thereby entice them to come into this development.

He discussed what would happen if the developer defaulted under these Chapter 100 bonds and the recourse of the City. The City's recourse is that if the developer fails to perform form or doesn't make the PILOT payments, they can dissolve this Chapter 100 transaction pursuant to the agreement. If the developer fails to fulfill their requirements, the Chapter 100 structure dissolves and the developer would be obligated to make tax payments on the property just like it would or any other property owner. In the case of the multifamily, instead of having the fixed 25-year tax payment structure, the Chapter 100 would go away. Cass County would give them their tax bill for that year and the developer would be obligated to pay that tax bill. The City has no obligation to make the county whole or make any taxing jurisdiction whole for the developer's failure to either deliver the project or make any tax payments under the Chapter 100 bonds. The same goes for the retail phase of the project. If the developer fails to pay and they can't make the payments on the regular tax payments that will then be assessed against the property, the lender would actually step into the shoes of the developer here and make these tax payments. If we go even one layer further and the lender is not in place to make the tax payments, it'd be like any other property owner that fails to pay taxes, the county can place a lean against the property and that's their recourse. There would be interest penalties and the typical things associated by state statute.

Councilmember Baker stated that in the enhanced abatement schedule for the retail phase, it is tied to a restaurant at the hotel and/or this retail center. The retail phase is a vote, the apartment phase is a vote, and the hotel, if that ever comes about, would be a vote. He asked how we can tie this enhanced schedule together to two different projects.

Ms. Granath stated the bond issuances are three separate groups. However, the overall plan of development is a singular unit and so there was a single Chapter 100 plan and a single development agreement. Within that development agreement there are different standards that refer to the separate bond issuances. It's under that combined plan that we have that option. As the hotel doesn't exist yet, we default to that first portion. If and when the hotel is built and meets those standards, then that could also be used because the retail as its own entity and then the restaurant at the hotel were both seen as good outcomes for the City by staff and the decision makers at the time, noting these

are things that we want to promote and look for in our community. There is the flexibility because both were targeted by the City.

Councilmember Baker stated then if or when the hotel comes in front of us with a restaurant, the Chapter 100 funds would be voted on and could be used on the restaurant in the hotel.

Ms, Granath answered yes. The hotel phase would come forward as a single bond issuance under the plan and could include the entire hotel building that could include a restaurant.

Development Services Director David Gress added that the sales tax generated from a restaurant, either in a hotel or on a pad site, and/or a hotel would be used to calculate what the enhanced abatement percentage would be.

Councilmember Baker asked if square footage from a restaurant would offset the square footage of the strip mall and then automatically go to a higher abatement because you have a big restaurant offsetting a relatively small strip mall.

Ms. Granath stated the strip center will be the same size no matter what. It would theoretically allow more of the retail center to be non-sales tax generating.

Councilmember Circo asked if, for instance, eight years down the road, and the multifamily project is done, if they go upside down, who it goes back on.

Mr. Bigham answered that the Chapter 100 transaction would fall apart, it goes away. The assessor would bill the taxes to the property owner like any other owner would have and then the property owner would owe those taxes. If the developer's not there, the lender would step in and make the payments.

Councilmember Circo clarified that this is a kind of protection for the City.

Mr. Bigham answered correct. He stated the Chapter 100 payment is dispersed to taxing jurisdictions like it normally would be.

Councilmember Circo asked if there is a Memorandum of Understanding (MOU) regarding this.

Mr. Feuerborn stated absolutely. In August 2023, the development agreement was approved, which also approved the financing structure that included the bonds. All this is doing is authorizing the sale of the bonds that were approved in that agreement in 2023. There is a full development agreement and MOU in place on this.

Councilmember Circo asked for clarification that the City isn't slammed with a project that might be built.

Ms. Granath stated that in that case, the City has specific authorization in the the development agreement, the indenture, and the lease to immediately deed the property back to the company. During a chapter 100 project, the City has title to the property and so your remedy is to deed that back to the company with no action on their part. You can do it unilaterally and that puts it back on the tax rolls just like any other property.

**MOTION:** By Councilmember Holman, second by Councilmember Burke to approve the second reading of Bill 3992 by title only.

**DISCUSSION:** Councilmember Baker stated Chapter 100 is not automatic and is not something that the City has to do. His concern is a 25 year agreement. Everything we've done prior has been 23 or less. This one is also \$56 million which is the largest Chapter 100 we've done with apartments. Over the last several years we've done four apartment complexes, 1,125 units totaling \$173 million plus in Chapter 100. He and Councilmember Mills are hearing from constituents that there are a lot of apartments, a lot of Chapter 100, and what are we getting back in return.

Mayor Pro Tem Abdelgawad stated to remember that the question that we're looking at is whether or not to approve issuing the bonds. The Chapter 100 has already been approved. We can't take that back. We're deciding whether we are going to approve these bonds that we've promised with a Chapter 100 agreement with this developer. She asked to make sure that discussion is relevant to the topic.

Councilmember Baker stated he's voting no so that people are clear that he's representing constituents who have these concerns. The concern is at what point is the City going to look at this and say this is too much. Once this is approved, it is a lot of money that we're giving up. We get a few hundred on agricultural land and now we're going to get \$400,000 with this, but at what cost, having potentially five to 600 residences, 450 cars and whatever else with the pull factor being .74. Some of the money is going to be spent in Raymore but much more will be spent elsewhere. Bringing in this development with this many people and cars, what the strain is on our City resources is the ultimate question.

Councilmember Holman asked Councilmember Baker if he supported this and voted for it in 2023.

Councilmember Baker stated he was correct.

Councilmember Mills stated the previous council may have approved this concept and this development, but it's not a rubber stamp that the citizens of

Raymore have to enter into a finance agreement for multifamily properties, which he doesn't believe is a wise use. There are other financing mechanisms for developments. He does not believe that the citizens of Raymore should be publicly financing multifamily units. What we're receiving in PILOTs if this is fully rented out will only cover two police officers. What additional drain with all of these apartments are going to do to law enforcement, roads, schools, etc.

Mayor Pro Tem Abdelgawad stated Chapter 100 is not the City financing the project.

Councilmember Burke called the question.

City Attorney Jonathan Zerr reviewed the process to call the question.

**MOTION:** By Councilmember Burke III to call the question. The motion died for lack of a second.

Councilmember Baker stated he wanted to reply to Councilmember Holman. He stated he was newly elected in 2023. When he initially looked at it, he thought that the direction of what we were doing with Chapter 100s would be much different than what it is now. People have the opinion to change their mind and I have changed my mind for my constituents who have told me over and over they don't support this. I represent the people that vote for me and that is why I have changed my mind. I've changed my mind for quite some time now on this. So I just wanted to explain what he had asked.

Councilmember Mills stated this property will be owned by the City of Raymore. The citizens are the citizens of Raymore. So this is public financing. It's just like any general obligation bond is considered public financing um because the city owns it. I am not incorrect when I say the citizens of Raymore are financing this project.

Ms. Granath answered that the City will be the owner on the real estate records of the property. However, they will not have any obligation to finance, pay, anything on this. The developer is both the debtor and the purchaser of the bonds. It's unlike general obligation bonds in that the City will owe no money on it. They cannot raise taxes for it and they have no liability to pay on it.

Mayor Pro Tem Abdelgawad stated the citizens are not paying for this development.

The citizens would be the beneficiaries of property taxes that are being abated, that is where the citizens would not see all of the revenue that they could potentially see.

<b>VOTE:</b>	Mayor Pro Tem 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 Pro Tem Abdelgawad announced the motion carried and declared Bill 3992 as **Raymore City Ordinance 2026-002.**

**C. Timber Trails (Iconic) Chapter 100 - Retail Phase**

**BILL 3993: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (TIMBER TRAILS RETAIL PROJECT), SERIES 2025 RELATED TO AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS."**

Recording Secretary Catherine Alegre conducted the second reading of Bill 3993 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Burke to approve the second reading of Bill 3993 by title only.

**DISCUSSION:** Councilmember Baker feels a 25 year chapter 100 on a retail strip center sets a precedent we don't need to set.

Councilmember Circo asked who is responsible for securing tenants.

Ben Bigham, Polsinelli, stated the developer is responsible.

<b>VOTE:</b>	Mayor Pro Tem 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 Pro Tem Abdelgawad announced the motion carried and declared Bill 3993 as **Raymore City Ordinance 2026-003.**

**D. Amendment to Chapter 130 of the Raymore City Code**

**BILL 4006: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING PROVISIONS OF CHAPTER 130 OF THE RAYMORE CODE OF**

**ORDINANCES TO ADJUST THE OPERATION AND MANAGEMENT OF THE MUNICIPAL COURT.”**

Recording Secretary Catherine Alegre conducted the second reading of Bill 4006 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Burke to approve the first reading of Bill 4006 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Mayor Pro Tem 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 Pro Tem Abdelgawad announced the motion carried and declared Bill 4006 as **Raymore City Ordinance 2026-004.**

**10. New Business**

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

Mayor Pro Tem Abdelgawad opened the public hearing at 6:57 p.m. and called for a staff report.

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

Mayor Pro Tem Abdelgawad opened the floor for public comment. Hearing none, he closed the public hearing at 7:02 p.m.

**B. Intergovernmental Agreement with the Belton Police Department Municipal Jail**

**BILL 4010: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE BELTON POLICE DEPARTMENT MUNICIPAL JAIL TO PROVIDE INMATE HOUSING."**

Recording Secretary Catherine Alegre conducted the first reading of Bill 4010 by title only.

Chief of Police Jim Wilson reviewed the information included in the Council packet. The City of Raymore has a successful history of utilizing the Belton Police Department Municipal Jail. The service provided continues to be quality. The cost will be \$63.93 per inmate per day for a contract period of two years from the date of approval.

**MOTION:** By Councilmember Holman, second by Councilmember Burke III to approve the first reading of Bill 4010 by title only.

**DISCUSSION:** Mayor Pro Tem Abdelgawad stated that she has confirmed with City Attorney Jonathan Zerr that she does not need to abstain on this item as her husband works for the Belton Police Department.

<b>VOTE:</b>	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

**C. Award of Contract - Website Hosting and Design**

**BILL 4009: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REVIZE LLC FOR WEBSITE DESIGN AND HOSTING SERVICES."**

Recording Secretary Catherine Alegre conducted the first reading of Bill 4009 by title only.

Communications Director Melissa Harmer reviewed the information included in the Council packet. The City received 10 responses to its Request for Qualifications for Website Hosting and Design Services. Staff determined Revize LLC to have the best proposal and recommends awarding the contract to Revize LLC. The contract is for one year with two automatic extensions of one year each under the same terms and conditions unless one or both parties submit notice. The first year cost is \$68,500 and includes six phases of planning, design and implementation, as well as user training (one time fee) and website hosting for

the first year. After year one, the annual services for hosting, tech support, etc., are roughly 17 percent lower than the hosting fees of the current provider.

**MOTION:** By Councilmember Holman, second by Councilmember Burke to approve the first reading of Bill 4009 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Mayor Pro Tem 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. Budget Amendment Website Hosting and Design Services**

**BILL 4011: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2026 OPERATING BUDGET, FOR THE PURCHASE OF WEBSITE DESIGN AND HOSTING SERVICES IN THE AMOUNT OF \$68,500."**

Recording Secretary Catherine Alegre conducted the first reading of Bill 4009 by title only.

Finance Director Elisa Williams reviewed the information included in the Council packet. The City desires to enter into a contract to redesign the city website as well as for website hosting services. It is necessary to amend the FY26 General Fund Operating budget in the communications department in order to enter into this agreement. The amount of this budget amendment is equal to the contract amount of \$68,500.

**MOTION:** By Councilmember Holman, second by Councilmember Burke to approve the first reading of Bill 4011 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Mayor Pro Tem Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

**11. Public Comment**

**12. Mayor/Council Communication**

Mayor Pro Tem Abdelgawad and Councilmembers expressed appreciation for the questions and answers this evening, noted the increase in the single family home permits in 2025, appreciated the positive interaction of Shop with a Cop of from the Police Department, and thanked staff and counsel for their additional information on tonight's items.

**13. Adjournment**

**MOTION:** By Councilmember Holman, second by Councilmember Burke to adjourn.

<b>VOTE:</b>	Mayor Pro Tem 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 7:15 p.m.

Respectfully submitted,

Erica Hill  
City Clerk



# RAYMORE

come home to more

CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM

DATE: 1/12/2026  
SUBMITTED BY: Jimmy Wilson DEPARTMENT: Police  
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Intergovernmental Agreement with the Belton Police Department Municipal Jail (pg 29)

STRATEGIC PLAN GOAL / STRATEGY

3.1 Set the standard for safety in the region

FINANCIAL IMPACT

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date  
1/26/2026

Estimated End Date  
1/26/2028

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4010
2. Intergovernmental Agreement

BACKGROUND / JUSTIFICATION

The City of Raymore has a successful history of utilizing the Belton Police Department Municipal Jail. The service provided continues to be quality. The cost will be \$63.93 per inmate per day for a contract period of two years from the date of approval.



**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT WITH THE BELTON POLICE DEPARTMENT MUNICIPAL JAIL TO PROVIDE INMATE HOUSING."**

**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 City Council desires to continue to utilize the Belton Police Department Municipal Jail through a contract and payment for inmate housing.

**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 City of Raymore and Belton Police Department for inmate housing 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 12TH DAY OF JANUARY, 2026.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JANUARY, 2026, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



## BELTON POLICE DEPARTMENT MUNICIPAL JAIL 2026 HOUSING CONTRACT FOR INMATES

The Belton Missouri Police Department ("Belton Police Department") will house for safe keeping inmates of the Raymore Police Department (Law Enforcement Agency) at the rate of \$63.93 per day. (A portion of a day constitutes a full day's rate).

The Belton Police Department shall have the right to refuse to accept or keep any inmate who, in the Belton Police Department's sole and absolute judgment and discretion, has a current illness or injury that may adversely affect the operations of the Belton Police Department's jail, has a history of serious medical problems, presents a substantial injury or health risk to himself or other persons, or potential for over-crowding of the jail.

The Belton Police Department will provide each inmate with the following:

1. Jail clothing, bedding, and hygiene supplies. (Clothing and bedding exchange will take place on a routine schedule).
2. Three meals will be provided each day. A state licensed dietician will oversee the preparation of lunch and dinner meals. Special dietary meals and religious meals will be provided without extra charge.
3. Over the counter medications will be provided for minor medical needs without extra charge. (See medical services for inmates who need medical treatment).
4. All inmates will receive a copy of the rules and regulations and PREA information upon intake.
5. All inmates will abide by the rules and regulations set forth by the Belton Municipal Jail.

**The Law Enforcement Agency** will be responsible for:

1. The Law Enforcement Agency will contact Belton PD Jail Staff via dispatch to confirm we have space available to house your inmate prior to bringing an inmate to our facility. If the Law Enforcement Agency does not give proper notification, it may cause delays and/or refusal of inmate based on lack of prisoner space, prisoner needs, etc.
2. Providing the Belton Municipal Jail with some type of arrest, booking or incarceration report with bond amounts, court date or release date.
3. Providing contact information of who will be able to answer questions concerning a housed inmate.
4. The Law Enforcement Agency's officer will remain at the scene until the inmate's property is logged, medical questions are asked, and the arrest or incarceration report is accepted.
5. The Law Enforcement Agency will provide a copy of the warrant or commitment from the courts within 24 hours of arrest.
6. Should the Law Enforcement Agency secure state misdemeanor or felony warrant on an inmate, the agency will be responsible for transporting the inmate to the appropriate county if the inmate does not post bond.

### Medical Services

1. When an inmate requests non-emergency medical attention, he or she will be required to complete and submit a request for medical attention form. This form will be forwarded to Law Enforcement Agency for disposition. It will be the responsibility of the Law Enforcement Agency to transport the inmate to receive medical attention. (The Belton Police Department will not be responsible for any financial burden that an inmate may incur).
2. Should an inmate require emergency treatment, the Belton Fire and EMS will be instructed to respond and evaluate the inmate. The Law Enforcement Agency will be notified immediately. If an inmate is transported to the hospital for further treatment, the Belton Police Department will send an officer to provide guard service until the Law Enforcement Agency can have an officer respond. (Reasonable time will be 30-45 minutes). If the Law Enforcement Agency's officer does not respond within the 45-minute time, the Law Enforcement Agency will be billed at \$75.00 per hour for guard services.
3. The Belton Police Department has the option to refuse any inmate who the jail staff believes needs medical attention, has mental health problems, does not pass COVID protocol or may be a medical danger to staff or other inmates.

When dropping off or picking up inmates, the Law Enforcement Agency's officers can expect delays at the following times:

- 1100-1200 hours (Lunch meals being served)
- 1600-1700 hours (Dinner meals being served)
- 1300-1500 hours (Prisoner court-Monday, Tuesday, Wednesday, and Friday)

### Warrants out of other counties or cities:

1. If an inmate is arrested for warrants out of another county or city and the Law Enforcement Agency has no charges or warrants, the agency will be responsible for housing costs of the inmate until the appropriate agency's picks up the inmate or disposition has been resolved.
2. When the Belton Municipal Jail receives final disposition of the Law Enforcement Agency's charges or warrants and the inmate has warrants from another agency, the Law Enforcement Agency will continue to be billed and will be responsible for medical transportation until the inmate posts bond or the agency picks up the inmate.
3. When another agency has warrants and they will not pick up at the Belton Municipal Jail the Law Enforcement Agency will be responsible for transporting the inmate to that agency.
4. The Belton City Jail will not accept inmates who only have state misdemeanor warrants.

### Housing Agreement

This housing agreement between The Belton Missouri Police Department ("Belton Police Department") and the Law Enforcement Agency is good for two (2) years from the date of approval.

### Termination

This housing agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. In the event of termination, the Law Enforcement Agency shall compensate the Belton Police Department for services rendered and costs incurred through the last day that Belton Police Department houses an inmate for the law enforcement agency.

Indemnification

To the extent allowed by applicable law, the Law Enforcement Agency will indemnify, hold harmless, and defend the Belton Police Department, the City of Belton, Missouri, the officers, agents, employees, and contractors of the Belton Police Department and the City of Belton, Missouri from all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorneys' fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of the Law Enforcement Agency, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts the Law Enforcement Agency may be liable due to the performance or nonperformance of any act of the Law Enforcement Agency arising out of this Contract.

**Law Enforcement Agency Contacts and Phone Numbers:**

Dispatch or immediate contact number 816-331-0530

On duty supervisors cell phone number 816-331-0530

Emergency Contacts and Administration contact numbers and email addresses:

- 1. Captain Joe German 816-892-3037 jgerman@raymore.com
- 2. Captain David Billings 816-892-3038 dbillings@raymore.com
- 3. Lt. Cory Miller 816-892-3017 cmiller@raymore.com

*Chief Jim Wilson*

\_\_\_\_\_  
Law Enforcement Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Belton Police Department Representative

\_\_\_\_\_  
Date

BELTON POLICE DEPARTMENT DISPATCH	816-331-1500	dispatchers@beltonpd.org
BELTON MUNICIPAL JAIL	816-348-4443	corrections@beltonpd.org
SGT. KECK, JAIL SUPERVISOR	816-348-4482	jkeck@beltonpd.org
LT. BRUEGGE, JAIL ADMINISTRATOR	816-348-4405	mbruegge@beltonpd.org
CHIEF SCOTT LYONS, POLICE CHIEF	816-348-4412	slyons@beltonpd.org
DEPUTY CHIEF ALY ABDELGAWAD	816-348-4412	aabdelgawad@beltonpd.org



# RAYMORE

come home to more

CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM

DATE: 1/12/2026  
SUBMITTED BY: Melissa Harmer DEPARTMENT: Communications  
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Website Hosting and Design (pg 36)

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.1: Communicate with residents in a way that is purposeful and intentional and Goal 1: Manage external impressions of the community to position Raymore as a leader in the region.

FINANCIAL IMPACT

Award To:	Revize LLC
Amount of Request/Contract:	\$68,500
Amount Budgeted:	\$0
Funding Source/Account:	Fund 01/ Department 12

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
2/1/2026	1/31/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4009
2. Contract

BACKGROUND / JUSTIFICATION

The City received 10 responses to its Request for Qualifications for Website Hosting and Design Services: Planeteria Media, Spark, i7Media, CivicPlus, Concourse Tech, Prommet

Service, Revize LLC, GHD Digital, MCCI and Granicus (current provider).

In order to evaluate the respondents, staff graded proposals according to the following criteria: professional qualifications; statement of availability or approach; comparable project experience and innovativeness of firm in working on this type of project; and interest shown.

In the months leading up to the Request for Qualifications, staff set up virtual meetings with Granicus, MCCI, CivicPlus and Revize LLC for product demonstrations.

The highest scoring respondents were Revize LLC, followed by Prommet Service and Concourse Tech. After virtual meetings with Prommet Service and Concourse Tech, staff determined Revize LLC to have the best proposal.

The contract is for one year with two automatic extensions of one year each under the same terms and conditions unless one or both parties submit notice.

The first year cost is \$68,500 and includes six phases of planning, design and implementation, as well as user training (one time fee) and website hosting for the first year. After year one, the annual services for hosting, tech support, etc., are roughly 17 percent lower than the hosting fees of the current provider.

**BILL 4009**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REVIZE LLC FOR WEBSITE DESIGN AND HOSTING SERVICES."**

**WHEREAS**, the City Council's Comprehensive Goals 1 and 2 direct staff to manage external impressions of the community to position Raymore as a leader in the region and communicate with residents in a way that is intentional and purposeful; and,

**WHEREAS**, an updated website is necessary due to the expiration of the current website host provider's contract; and,

**WHEREAS**, following a review of proposals received, staff has recommended to the Council acceptance of the proposal received by Revize LLC.

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

Section 1. The City Manager is authorized to enter into an agreement with Revize LLC, attached as Exhibit A.

Section 2. The City Manager and the City Clerk are authorized to enforce the agreement and 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 12TH DAY OF JANUARY, 2026.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JANUARY, 2026, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR PROFESSIONAL SERVICES

**Raymore Website Hosting and Design Services**

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 26th Day of January, 2026 between Revize LLC, an entity organized and existing under the laws of the State of Michigan, with its principal office located at 150 Kirts Boulevard, Troy, Michigan, 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 January 26, 2026, 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 deliverables as specified in and according to the Request for Qualifications/Quote RFQu #25-014 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 RFQu # 25-014 including insurance and

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

ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform website services as prescribed in the RFQ document. This contract is for services provided in a one-year period beginning Feb. 1, 2026, and ending Jan. 31, 2027. 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 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 PAYMENT

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

The Contractor 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 contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the contractor'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).

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

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 aforementioned.

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

ARTICLE 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 contractor 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

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 Appendix A specifications.

Contractor 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 contractor 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 contractor of such claim. If City fails to forward such notice to contractor, it shall be deemed to have released contractor from this warranty as to such claim.

ARTICLE X

## AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the contractor 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. Contractor agrees that it has not relied upon any representations of 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)

**REVIZE LLC**

By: Akshaya

Title: Akshaya Ray Ceo

Attest: \_\_\_\_\_

## **Appendix A**

### **Scope of Services**

The primary purpose of this project is to update the website's current design to create a modern, intuitive and interactive interface that aligns with our brand and meets the needs of our users.

Objectives include:

1. Content management system with features and functionalities.
2. Accessibility - Must meet all ADA requirements - WCAG 2.1 AA Guidelines
3. Browser based administration - update, delete and create content from any device with internet access
4. Calendar - a main calendar as well as calendars for departments/categories
5. Content scheduling - set dates for content to automatically publish and expire
6. Departmental home pages - ability for departments to have dedicated pages within the site that follow the same design as the other interior pages
7. Directories for staff. A directory for facilities would be nice to have as well, such as City buildings, parks, etc.
8. Document Center - ability to upload/download PDFs
9. Friendly URL function - for shortening frequently used temporary and permanent URLs
10. Levels of rights/permissions - allow system admins to establish levels of permissions for staff to update/manage the system and content based on roles.
11. Editing functionality - live edit/rich text editor, code editing functionality,
12. News - post news releases to relevant pages based on category
13. Online forms - customizable forms, ability to track and export results, ability for users to upload documents/images with those forms.
14. Photo/Video - store photos in a central location on website. Video would be nice as well, currently we can only embed a youtube or vimeo video.
15. Responsive web design - fully mobile responsive design- the site should adjust to the screen size of all devices used to view, including forms and calendars
16. Rotating photos/banners/videos - slideshow capabilities with still media, video would be helpful as well
17. Sharing capability - links to share content via social media, email or both
18. Site search - internal site search engine
19. Site statistics/analytics integration
20. Sitemap

- 21.Spotlight - ability to highlight important text on one or more pages
- 22.Search Engine Optimization
- 23.Support and maintenance

## **HOSTING & SECURITY MINIMUM REQUIREMENTS**

The successful vendor must meet or exceed the following hosting and security requirements to ensure the website's confidentiality, integrity, and availability and associated data. Failure to meet any of these requirements may result in disqualification.

**Where strict compliance with a listed requirement is not feasible, compensating controls that achieve an equivalent level of security may be accepted, subject to review and written approval.**

### **1. Certificate and HTTPS Requirements**

- A valid SSL/TLS certificate must be implemented and maintained, signed by a trusted global Certificate Authority (CA).
- All web traffic must be secured using the HTTPS protocol. HTTP traffic must be redirected to HTTPS.

### **2. Authentication and Account Security**

- All administrative and content-management accounts must enforce strong password policies (e.g., minimum length, complexity, periodic expiration).
- Stored passwords must be hashed using a secure algorithm
- Multi-factor authentication (MFA) is recommended for administrative access.

### **3. Access Control**

- Role-based access control (RBAC) must be implemented to manage user permissions based on roles and responsibilities.
- Administrative features must be restricted to authorized users only.
- Access logs must be maintained to track changes and logins.

### **4. Application Security Protections**

- The website must be protected against common web application threats, including:
  - SQL/database injection
  - Cross-site scripting (XSS)
  - Cross-site request forgery (CSRF)
  - Improper input validation
- All user inputs must be validated and sanitized on both the client and server sides.

### **5. Denial of Service (DoS/DDoS) Mitigation**

- The hosting solution must include protective measures against DoS and DDoS attacks, such as:
  - Rate limiting
  - Web Application Firewalls (WAF)
  - Traffic analysis and filtering
  - CDN-based traffic buffering (e.g., Cloudflare, Akamai)

## **6. File Upload Restrictions**

- Uploaded files must be restricted to specific, safe MIME types and extensions.
- Uploaded content must be scanned for malware.
- Uploaded files must be stored in directories with limited execution rights.

## **7. Plugin and Third-party Code Security**

- The website must not use deprecated or vulnerable plugins, modules, or themes.
- All third-party components must be regularly monitored and updated.

## **8. Backup and Recovery**

- Regular automated backups of website files and databases must be performed (minimum daily).
- Backups must be encrypted and stored securely in geographically redundant locations.

## **9. Software and Platform Maintenance**

- All software, CMS platforms, and libraries must be regularly updated with security patches.
- Vulnerability monitoring tools or services must be in use to identify and address risks promptly

## **10. Logging and Monitoring**

- Security and access logs must be maintained and stored securely for a minimum of 90 days.
- Key activities (e.g., logins, configuration changes) must be logged.
- The system should be integrated with intrusion detection/prevention systems (IDS/IPS), where applicable.

## **11. Privacy and Legal Compliance**

- The website must comply with applicable data privacy laws and regulations
- A clearly accessible privacy policy must be provided on the website.
- Any personal or sensitive data collected must be stored and transmitted securely.

## **12. Session Management**

- Sessions must expire after a period of inactivity and be invalidated upon logout.
- Session IDs must be securely generated and managed.

### **13. Hosting Environment Security**

- Server and hosting infrastructure must be hardened (e.g., minimal open ports, least privilege principle).
- Administrative interfaces (e.g., SSH, control panels) must be secured (e.g., IP whitelisting, MFA).
- Network-level protections must be in place (e.g., firewalls, segmentation).

**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 Communications Director. The Contractor shall not comply with requests and/or orders issued by any other person. The Communications Director will designate his/her 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 January, 2026. This contract is for services provided in a one-year period beginning Feb. 1, 2026 and ending January 31, 2027. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

The 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 contractor, its agents, representatives, employees or sub contractors. 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 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 sub-contractor 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 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 contractor. Any contract cancellation notice shall not relieve the 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 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 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.

The 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 contractor 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 contractor at the contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

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

O. *Permits*

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

P. *Release of Information*

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

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the contractor 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.

## Appendix C: Revize Web Services Agreement

This Sales Agreement is between The City of Raymore, Missouri (“CLIENT”) and Revize LLC, aka Revize Software Systems, (“Revize”). Federal Tax ID# 20-5000179 Date: 1-6-2026

<b>CLIENT INFORMATION:</b>	<b>REVIZE LLC:</b>
Company Name: <u>City of Raymore</u>	Revize Software Systems
Company Address: <u>100 Municipal Cir,</u>	150 Kirts Blvd.
Company City/State/Zip: <u>Raymore, MO 64083</u>	Troy, MI 48084
Contact Name: <u>Melissa Harmer 816.892.3002</u>	248-269-9263
Billing Dept. Contact: <u><a href="mailto:mharmer@raymore.com">mharmer@raymore.com</a></u>	
CLIENT Website Address: <u>www.raymore.com</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>
1	<b>Phase 1: Kickoff Meeting and Discovery/Project Planning, one-time fee:</b>
1	<b>Phase 2 – Design Mockups/Wireframes, one-time fee:</b> <ul style="list-style-type: none"> <li>One (1) mockup with unlimited rounds of changes</li> <li>Home page template and inner page design and layout.</li> <li>Includes Responsive Web Design</li> </ul>
1	<b>Phase 3A &amp; 3B – Development &amp; Sitemap Development, onetime fee:</b> <ul style="list-style-type: none"> <li>Convert approved mockups into Revize CMS enabled webpages</li> <li>Provide suggested content sitemap for CLIENT review/approval</li> </ul>
1	<b>Phase 4 – Quality Assurance Testing &amp; Custom Development, one-time fee:</b>
1	<b>Phase 5–Content Migration, one-time fee:</b> <ul style="list-style-type: none"> <li>According to the approved sitemap - up to 500 webpages &amp; 1,500 documents</li> </ul>
1	<b>Phase 6 –Revize CMS Content Editor Training &amp; Go Live, one-time fee:</b>
1	<b>Grand Total First Year</b> <span style="float: right;"><b>\$68,500.00</b></span>

### Annual Services:

1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 30GB website storage, 100GB/Month Bandwidth, Annual Fee, SSL Certificate pre-paid annual fee <sup>1</sup> :	<b>\$9,700.00</b>
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<sup>1</sup> Subject to 4% annual increase starting in year 3

**Payment Schedule**

<b>Payment Amount</b>	<b>Payment Date</b>	<b>Includes</b>
\$ 34,250.00	3/1/2026	50% 1 <sup>st</sup> Year Project Costs & Year 1 of Annual Hosting & Maintenance
\$ 34,250.00	5/1/2026	50% 1 <sup>st</sup> Year Project Costs & Year 1 of Annual Hosting & Maintenance
\$ 9,700.00	5/1/2027	Year 2 of Annual Hosting & Maintenance
\$ 10,185.00	5/1/2028	Year 3 of Annual Hosting & Maintenance

**AGREED TO BY:**

**CLIENT**

**REVIZE**

*Signature of Authorized Person:*

\_\_\_\_\_



*Name of Authorized Person:*

\_\_\_\_\_

**Thomas Jean**

*Title of Authorized Person*

\_\_\_\_\_

**Program Manager**

*Date:*

\_\_\_\_\_

1/20/25

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

The Following Applications & Features will be integrated into Your Website:

<p><b>Citizen’s Communication Center Apps</b></p> <ul style="list-style-type: none"> <li>• Notification Center</li> <li>• Bid Posting</li> <li>• Document Center</li> <li>• eNotify with Text/Email Alert</li> <li>• FAQs/Accordion</li> <li>• Job Posting App</li> <li>• Multi-use Directory/Catalog</li> <li>• News Center</li> <li>• Online Forms</li> <li>• Photo Gallery</li> <li>• Quick Link Buttons</li> <li>• Revize Web Calendar</li> <li>• “Share This” Social Media Flyout App</li> </ul> <p><b>Citizen’s Engagement Center Apps</b></p> <ul style="list-style-type: none"> <li>• Citizen Connect (Community Blog)</li> <li>• Citizen Request Center with Captcha</li> <li>• Curated “Smart” Search</li> <li>• Online Bill Pay</li> <li>• Online Interactive Forms with Bookables (Public Records Request App)</li> <li>• Public Service Request System</li> <li>• RSS Feed</li> </ul>	<p><b>Staff Productivity Apps</b></p> <ul style="list-style-type: none"> <li>• Agenda Posting Center</li> <li>• iCal Integration</li> <li>• File/Image Manager</li> <li>• Intranet</li> <li>• Link Checker</li> <li>• Menu <b>Manager</b></li> <li>• <b>Online Form Builder</b></li> <li>• <b>Staff Directory</b></li> <li>• Website Content Archiving</li> <li>• Website Content Scheduling</li> </ul> <p><b>Site Administration and Security Features</b></p> <ul style="list-style-type: none"> <li>• Audit Trail</li> <li>• Auto Site Map Generator</li> <li>• History Log</li> <li>• Secure Site Gateway</li> <li>• Unique Login/Password for each Editor</li> <li>• URL Redirect Setup/Friendly Links</li> <li>• User Roles and Permissions</li> <li>• Web Statistics and Analytics</li> <li>• Workflows by Department</li> </ul> <p><b>Mobile Device and Accessibility Features</b></p> <ul style="list-style-type: none"> <li>• Alt-Tags</li> <li>• Font Size Adjustment</li> <li>• Language Translator</li> <li>• Mobile and Tablet Preview while Editing</li> <li>• Responsive Website Design (RWD)</li> <li>• WCAG Accessibility</li> </ul>
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**Terms:**

1. All invoices are due upon receipt unless otherwise stated. Project work will not begin until the initial payment has been received. Revize reserves the right to pause or suspend work, hosting, or support services if payment is more than thirty (30) days past due.
2. Additional content migration, if requested, is available for \$6 per web page and \$3 per document.
3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
4. Additional website storage is available at \$500 per year for each additional 10GB website storage.
5. Any work requested by CLIENT that is outside the scope described in this Agreement and CLIENT contract documents, including additional design revisions, development, integrations, content migration, or consulting, will require a written change order and may result in additional fees and timeline adjustments.
6. CLIENT understands that the project completion date is highly dependent on their timely communication with Revize. During the project, CLIENT agrees to respond to Revize inquiries within 48 hours of the request and understands that project timelines will be delayed if they do not respond in a timely manner
7. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
8. This Agreement has a three (3) year term. CLIENT may cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to Revize.
9. If CLIENT maintains four (4) consecutive years of annual software subscription, support, CMS updates, and hosting, CLIENT shall be eligible for one (1) complimentary website redesign anytime in year 4 of the agreement or thereafter. The redesign is optional and must be affirmatively requested by CLIENT. CLIENT's decision to decline, defer, or not schedule the redesign does not constitute a failure or breach by Revize.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout. Revize is not responsible for verifying the accuracy, legality, accessibility, or completeness of CLIENT-provided content.
12. Storage is limited to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat or property maps, tax records, GIS data, and large or archival audio and video files, such as multiple years of meeting recordings or similar content more appropriately hosted on archive or streaming platforms and embedded into the website
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages. Any post-migration cleanup or enhancements requested from Revize may be billed at Revize's then-current hourly or project rates.

## Project Timeline Statement of Understanding

Revize and CLIENT acknowledge that any project timeline provided is an estimate only and not a guarantee. Project duration is dependent on a variety of factors, including timely CLIENT participation, feedback, approvals, and other variables that may be outside the reasonable control of either party. Revize will make commercially reasonable efforts to adhere to the estimated timeline.

CLIENT agrees to take an active role in the project, including participating in meetings, providing timely feedback and approvals related to design and sitemap development, and scheduling and participating in CMS training. Delays caused by CLIENT's failure to respond to Revize requests in a timely manner may result in corresponding delays to the project timeline and do not constitute a breach of contract by Revize.

Upon completion of initial Revize CMS content editor training, CLIENT is responsible for determining when the website will go live. Any CLIENT decision to delay go-live for reasons unrelated to a functional defect rendering the website inoperable does not constitute a breach of this Agreement by Revize.

CLIENT acknowledges that website design and user experience are inherently subjective. The parties agree that this is a collaborative process and will work in good faith to reasonably fine-tune final deliverables in preparation for launch. Generalized dissatisfaction with aesthetic elements or previously approved deliverables does not constitute a breach of contract unless Revize fails to cure a material functional defect.

CLIENT may elect to postpone or reprioritize certain deliverables in favor of an earlier go-live date, subject to mutual agreement.

## Enterprise Revize CMS License

As part of this Agreement, Revize LLC ("Revize") grants CLIENT a limited, non-exclusive, non-transferable license to access and use the Enterprise Revize CMS software ("Software"), hosted on Revize's cloud servers, solely for the purpose of maintaining the website(s) identified in this Agreement. The Software is proprietary to Revize and remains the sole property of Revize.

CLIENT may terminate this Agreement by providing at least sixty (60) days written notice prior to the applicable annual renewal date. All fees incurred or scheduled through the effective termination date remain due and payable. Early termination does not relieve CLIENT of payment obligations for services already rendered.

CLIENT may not sublicense, share, or otherwise provide access to the Software to any third party not expressly authorized under this Agreement.

During the term of this Agreement and while CLIENT remains current on all payment obligations, Revize will host, maintain, and provide updates to the Software as part of the applicable annual subscription.

Upon termination or expiration of this Agreement for any reason, CLIENT's access to the Software will be discontinued. Upon written request and provided all amounts due under this Agreement have been paid in full, Revize will make CLIENT's website content available to CLIENT in a reasonable electronic format.

Notice of termination must be in writing and delivered to the non-terminating party in accordance with the notice provisions of this Agreement.

## WCAG Accessibility and Compliance Terms

1. Revize will build the website to highly conform with the Web Content Accessibility Guidelines WCAG 2.1 Level AA (“WCAG 2.1 AA”) at the time of delivery while actively incorporating WCAG 2.2 AA best practices as standards evolve using current industry-recognized approaches. This includes keyboard access, semantic markup, ARIA where appropriate, color contrast, focus management, and accessible forms for the delivered templates.
2. Conformance does not extend to: (i) third-party modules, plug-ins or integrations not provided by Revize (e.g., payment gateways, third-party calendars, embedded third-party widgets), (ii) content authored, uploaded, or maintained by the Client (including documents such as PDFs), and (iii) legacy pages or archives unless specifically included in the Statement of Work.
3. CLIENT website editors are responsible for ensuring they have an understanding of WCAG compliance principles. CLIENT agrees they are responsible for the content they post and shall make reasonable efforts to avoid posting content that does not conform to these guidelines. This includes, but is not limited to, posting non-compliant PDFs, failing to include descriptive ALT descriptions on photos, etc.
4. CLIENT agrees and understands accessibility compliance is not a fixed or absolute standard. It is more of a spectrum rather than a pass/fail standard. Because testing tools and methodologies may produce different results, Revize and the CLIENT agree to focus on accommodating user needs and maintaining a continuing, good-faith approach to accessibility and regulatory compliance.
5. Revize provides tools and features designed to support website accessibility and best practices. However, Revize does not guarantee legal compliance with WCAG, ADA, or other regulations. Ongoing compliance requires active participation by CLIENT, including content management and policy decisions.
6. For an additional fee, Revize offers an ongoing WCAG scan and remediation service. This service will scan the website at regular intervals after the website goes live and remediate any WCAG compliance issues with an allocated bucket of additional development hours. Remediation priorities can be set by CLIENT and may include content remediation (e.g., PDFs, Flyers, etc.). Revize also includes an accessibility checker within the Revize CMS editor. This utility will alert users of suspected accessibility issues.
7. If PDF remediation is included in this agreement, completion time is highly dependent on the number and the complexity of PDFs.
8. Additional development hours may be necessary to complete remediation to CLIENT’s satisfaction and are available at a rate of \$125 per hour.
9. Additional PDF remediation may be requested at a rate of \$5 per page. 100 Minimum
10. PDF remediation is priced by page, not by individual file e.g., PDF of 10 pages would be billed \$50



# RAYMORE

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CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM

DATE: 1/12/2026  
SUBMITTED BY: Elisa Williams DEPARTMENT: Finance  
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Budget Amendment Website Hosting and Design Services (pg 60)

STRATEGIC PLAN GOAL / STRATEGY

12.5 Ensure fiscal discipline and responsible stewardship of public resources

FINANCIAL IMPACT

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approve

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4011

BACKGROUND / JUSTIFICATION

The City desires to enter into a contract for redesigning the City's current website as well as website hosting services. It is necessary to amend the FY26 General Fund operating budget in order to enter into this agreement.

**BILL 4011**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2026 OPERATING BUDGET, FOR THE PURCHASE OF WEBSITE DESIGN AND HOSTING SERVICES IN THE AMOUNT OF \$68,500.”**

**WHEREAS**, the City Council’s Comprehensive Goals 1 and 2 direct staff to manage external impressions of the community to position Raymore as a leader in the region and communicate with residents in a way that is intentional and purposeful; and,

**WHEREAS**, an updated website is necessary due to the expiration of the current website host provider’s contract; and,

**WHEREAS**, a budget amendment in Fund 01 Department 12 of the FY26 budget is required to purchase the website design and hosting service.

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

Section 1. The City Manager is directed to amend the FY 2026 Budget to reflect the following:

<b>Fund</b>	<b>Budgeted</b>	<b>Amended</b>	<b>Change</b>
General Fund (01)	\$7,118,772	\$7,187,272	\$68,500

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 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 12TH DAY OF JANUARY, 2026.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JANUARY, 2026, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



# RAYMORE

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CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM

DATE: 1/26/2026  
SUBMITTED BY: Trent Salsbury DEPARTMENT: Public Works  
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Pavement Condition Index Survey (pg 63)

STRATEGIC PLAN GOAL / STRATEGY

6.2 Ensure capital planning efforts align with the growth and maintenance needs of the community.

FINANCIAL IMPACT

Award To:	Applied Research Associates. INC.
Amount of Request/Contract:	\$59,100
Amount Budgeted:	\$60,000
Funding Source/Account:	\$30,000 from Fund 36, \$15,000 from Fund 46 & \$15,000 from Fund 37

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
3/30/2026	7/3/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4007
2. Contract
3. ARA Proposal

BACKGROUND / JUSTIFICATION

Staff issued a Request for Qualifications to provide a Pavement Condition Index Survey for all roads within the city limits of Raymore. The following firms submitted a response:

Applied Research Associates, INC.  
Quality Engineering Solutions, INC.

Staff reviewed the statement of qualifications that were submitted and recommends the City retain the services of Applied Research Associates, INC. to provide the Pavement Condition Survey. Applied Research Associates, INC. will provide a pavement condition index, international roughness survey, and street view data.

**BILL 4007**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH APPLIED RESEARCH ASSOCIATES, INC. FOR A PAVEMENT CONDITION INDEX SURVEY, CITY PROJECT NUMBER 26-483-301 IN THE AMOUNT OF \$59,100.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”**

**WHEREAS**, this project is included in the FY 2026 Capital Budget; and,

**WHEREAS**, bids for this project were received on December 9, 2025; and,

**WHEREAS** Applied Research Associates, INC. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$59,100.00 with Applied Research Associates, INC. for a Pavement Condition Index Survey, 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 26TH DAY OF JANUARY, 2026.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR PROFESSIONAL SERVICES

**Pavement Condition Index Survey**

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 19th day of January, 2026 between Applied Research Associates, an entity organized and existing under the laws of the State of Illinois, with its principal office located at 100 Trade Centre Drive Suite 200 Champaign IL 61820, 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 February 9, 2026 coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQ #26-483-301 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications,

terms and conditions as set forth within RFQu # 26-483-301 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II  
TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III  
CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, Applied Research Associates which is "not to exceed" \$59,100 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.

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)

**APPLIED RESEARCH ASSOCIATES, INC.**

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**Appendix A**  
**Scope of Services**

The actual 'scope of services' will be finalized during negotiations with the selected firm.

**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 Public Works 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 Public Works Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of January 2026, with final process 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:

Each Occurrence Limit

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

*P. Release of Information*

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

*Q. Rejection of Bids*

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

*R. Affidavit of Work Authorization and Documentation:*

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

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

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



City of Raymore  
Kim Quade, CPPB  
Purchasing Specialist  
100 Municipal Circle  
Raymore, Missouri 64083

December 9, 2025

Subject: **Proposal for Pavement Condition Index Survey (26-483-301)**  
**City of Raymore, MO**

Dear Ms. Quade,

Applied Research Associates, Inc. (ARA) is pleased to respond to the City of Raymore's Request for Qualification and Quote regarding your Pavement Condition Index Survey.

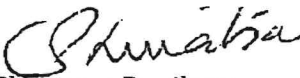
ARA is the premier service provider of pavement and roadway asset management services, including pavement condition surveys and evaluation, performance modeling, pavement condition forecast, maintenance and rehabilitation design with different budget scenarios, and asset management tools. This submittal demonstrates our vast experience in providing pavement and asset data collection and management services for a variety of clients in the U.S.


ARA understands that the City requires pavement condition survey on Raymore's street network that includes approximately 140.88 centerline miles of pavement. ARA will work with the City to obtain their current GIS centerline data and utilize this for pavement data collection using automated methodology to determine Pavement Condition Index (PCI) ratings for all City Streets. ARA will also simultaneously conduct automated pavement roughness survey to determine IRI values for all the surveyed streets. This information will be provided to the City that will be compatible with the City's existing GIS database, the pavement distress survey and roughness survey will be processed and appended to the City's existing street centerline file.

ARA has extensive experience working with clients across the US and is confident in not only meeting but exceeding the needs and expectations of the City.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

  
Shrivatsa Ravikumar  
Senior Engineer

  
Jason Bittner MPA, PMP  
Division Manager



## COMPANY INFORMATION – PROFESSIONAL QUALIFICATIONS

Applied Research Associates, Inc. (ARA) is an employee-owned, internationally recognized engineering, research, and technology deployment firm that features a transportation sector focused on municipal government pavement engineering and infrastructure management. Founded in Albuquerque in 1979, ARA has grown steadily and now has offices throughout North America, including pavement focused offices in **Illinois, Texas, Florida, California, Maryland, Pennsylvania, and Washington D.C. and Canada.** With over 2,200 employees (**approximately 150 pavement-focused staff and a fleet of pavement condition assessment equipment**), most of whom have advanced degrees in engineering and the physical sciences, we have the breadth to tackle the most challenging technical problems.

**ARA's founder was a key member of the team that developed methodology that was the basis for the ASTM D6433 standard, the Pavement Condition Index (PCI) survey**

ARA has **over 45 years** of experience in pavement engineering, and ARA engineers and scientists have played key roles in the development of many currently in-use pavement management technologies. Our staff were leaders in pioneering the widely used Pavement Condition Index (PCI) standard and the ongoing development of vehicle-based data collection systems and evaluation methodologies. ARA has performed pavement condition surveys using various methodologies – windshield surveys,

standard PCI surveys based on ASTM D6433, modified PCI surveys using sample images, all the way to surveying using automated methods, including Artificial Intelligence models.

We have provided pavement and asset condition services for hundreds of municipal, state, federal, military, and private organizations. ARA engineers also have experience in software development and implementation for pavement and asset management. ARA has worked with existing commercial software services like PAVER, DOT, and StreetSaver, which have a full range of costs and capabilities.

ARA's Transportation Sector Headquarters is in Champaign, Illinois, where more than 20 professionals innovate on pavement testing, asset management, and pavement software development. Having these diverse capabilities in one location sets us apart from our competitors and will greatly benefit the City. Figure 1 shows ARA's testing equipment and personnel resources.

**ARA's Transportation Headquarters is in Champaign, IL, and we have extensive experience with pavement and asset data collection in various cities and counties across the country including Missouri**

**ARA is prequalified with IDOT in Special Studies – Pavement Analysis and Evaluation**

**ARA is a licensed Design Firm – Professional Engineering in the State of Illinois**



**Figure 1. ARA Pavement testing equipment and personnel resources**

On average, annually ARA has performed 72 pavement evaluation projects across the nation for the past 10 years. ARA has collected pavement condition and asset data for various counties and cities across the country, including Missouri, Illinois, Indiana, Texas, Georgia, Florida, California, Washington, Pennsylvania, West Virginia, Virginia, North and South Carolina. We have also worked with Missouri DOT on pavement condition survey and Pavement Condition Index (PCI) ratings. ARA worked with St. Louis County, MO on a GIS-based software implementation for the DOT-US software.

As a part of the Chicago Metropolitan Agency for Planning (CMAP) project, ARA has provided pavement management services to about forty (40) agencies in the Chicago metropolitan area, as well as more than 1,800 miles of Federal Aid/Local jurisdiction. ARA has also performed pavement data collection services for other dense urban networks across the nation, such as Nashville, Indianapolis, and San Antonio.

These implementations include pavement data collection and rating, as well as developing a multi-year capital improvement plan with multiple funding scenarios, integrating the pavement condition data into the agency compatible GIS shapefiles.

## PROJECT APPROACH AND UNDERSTANDING

Applied Research Associates, Inc. (ARA) understands that the City requires automated pavement condition survey on approximately 140.88 centerline miles of paved roadway within the city limits to develop a final Pavement Condition Index (PCI) rating as well as to determine International Roughness Index (IRI) for all City streets.

### COORDINATION WITH CITY STAFF

ARA will coordinate with the City for a project kickoff meeting to briefly discuss the following items:

- General project management
- Review project objectives
- Project schedule
- Specific deliverable requirements
- GIS shapefile
- Network Segmentation

ARA will coordinate with the City to obtain their current GIS centerline data to prepare for data collection and then conduct automated pavement condition survey to determine PCI ratings for all City streets.

### PAVEMENT DATA COLLECTION

After the kickoff meeting with the City Staff and data review, ARA will create a routing plan for pavement data collection. ARA houses multiple Digital Survey Vehicles (DSV) that are used across the country for pavement condition data collection. For this specific project, ARA believes that City will benefit greatly by the use of our state-of-the art Pathrunner vehicle that we recently acquired via our exclusive partnership with Pathways Services Inc. They provide statewide data collection services to nearly 30 states across the US. This strategic equipment acquisition is geared towards enhancing and adding to ARA's existing capabilities, ensuring we continue to provide detailed and accurate data in our pavement assessment projects. ARA currently owns and operates two PathRunner vehicles, shown in Figure 2.

The PathRunner system includes an on-board Global Positioning System (GPS) and an Inertial Measurement Unit (IMU) to ensure accurate position data. The GPS system integrates with real-time processing software to provide sub-meter location accuracy. The GPS/IMU combination maintains location accuracy even in challenging terrain like mountains, tunnels, or urban canyons. This system integrates with the routing software to guide operators during data collection. The map displays the vehicle's current position and differentiates between completed and pending routes. Additionally, PathRunner is equipped with a custom wheel-mounted Distance Measuring Instrument (DMI) that measures distance with an accuracy of +/-0.1%. This DMI system can measure distances with precision, supports diagnostics, and integrates with GPS for calibration. It also maintains its functionality at speeds up to 70 mph.

The various features of the PathRunner vehicle are given below:

- High-resolution right-of-way video log images
- High-resolution pavement surface images



ARA Proprietary

This proposal includes data that shall not be disclosed outside the client and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal.

- 3D pavement & distress data which meets or exceeds LCMS (Laser Crack Measurement System) collection systems offered by other vendors
- Roughness data – IRI /MIRI/ RN
- Condition Index: PCI (ASTM D6433, and ASTM E3303)
- Rutting / transverse profile data
- Faulting data
- Road geometrics
- GPS / IRS spatial data
- Automated crack detection / semi-automated distress ratings (including LTPP, joints, raveling, and DOT-customized requests)

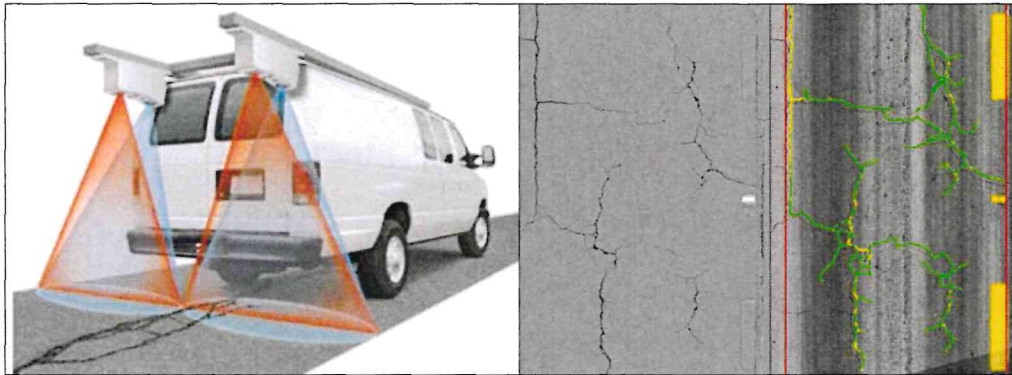


**Figure 2. ARA's Pathrunner Vehicle**

ARA understands that any rating and analysis is only as good as the quality of data collected. Quality control checks will be incorporated to ensure the accuracy and consistency of the sensors, quality of collected images, and coverage of the City's pavement network.

As part of the scope for this project, specific quality control checks will include:

- GIS coverage checks from collected images to ensure no areas were missed,
- Visual image quality checks to check for acceptable focus and clarity,
- Data range checks for acceptable data from vehicle sensors,
- Quality checks on 10% of the data to confirm the validity of the PCI scores.



**Figure 3. Schematic of 3D Collection, Range Imagery, and Crack Detection**

### **AUTOMATED PAVEMENT CONDITION SURVEY**

Once the digital data has been collected and processed, ARA technicians will perform a modified PCI survey (automated) to determine the pavement condition based on the **ASTM D6433** methodology. The distress quantities processed from the DSV will be aggregated to calculate the PCI score. These PCI values will be for the length of the roadway from logical termini to termini. Each pavement section will be rated based on the PCI scale of 0 to 100. ARA will perform QA checks on at least 10% of the mileage to confirm the validity of the PCI scores.

At minimum, the following distresses will be surveyed and reported:

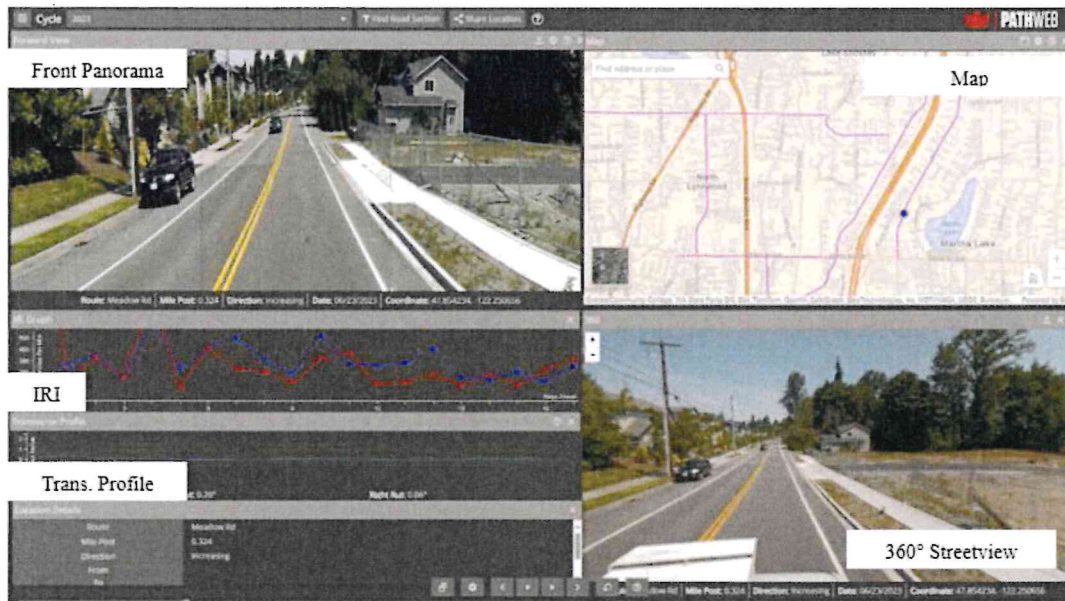
- Alligator Cracking
- Bleeding
- Block Cracking
- Corrugations
- Edge Cracking
- Longitudinal and Transverse Cracking
- Patching and Utility Cut Patching
- Potholes
- Rutting
- Weathering and Raveling

ARA will utilize our collected profiler data to conduct automated pavement roughness survey to determine IRI values for all City Streets.

**At no extra cost** to the City, ARA will provide an integrated web-based solution for the City to view all collected image data. The software is called **PathWeb**, offered directly by Pathway Systems, and is a widely used web-based data and image viewer as shown in Figure 4. A single unlimited, annually maintained license (covered by ARA) will allow authorized City staff to view images or perform Quality Control and Quality Assurance from anywhere with an internet connection.

All collected data is GIS integrated and includes multiple windows showing the ROW cameras, 360° Streetview, a map window, transverse profile at any selected location, IRI graph, and pavement surface images. The web-based approach leverages Google Maps, ESRI, Microsoft (Bing Maps) or City-owned orthographic photos. To facilitate administration and

website security, access to this data is granted only to verified users by implementing an “invite only” access policy and requiring email and password credentials.



**Figure 4. PathWeb interface showing ROW images, downward images, GIS-interactive maps, and longitudinal and transverse profile of the road.**

PathWeb allows IRI, rutting, and other data types to be color coded by severity to provide condition maps in a matter of seconds. PathWeb also provides image display in full resolution or thumbnail resolution. PathWeb includes the HD+ video log images and the 3D surface images. All collected data is hosted at Pathway’s cutting edge data center (cloud-based at no additional cost to the City). A major advantage of the PathWeb interface is its ability to incorporate map services, KML, and shapefile formats. All three file types are industry standards for use with almost every major GIS application (such as ESRI), providing unmatched flexibility to integrate and display location information for items of interest, such as friction-test values, signage, surface treatments, bridges, pavement breaks, counting devices, etc. These files can be loaded onto the web data server for a simple, toggled display right on top of the satellite image in just a matter of seconds.

ARA will ensure that minimal City staff time and resources will be required for this project. ARA expects most of the staff time will be required during the project set-up phase to ensure ARA has a full inventory of pavements and both parties have a clear understanding of the project goals and expectations of the project. ARA will ensure City staff are regularly updated throughout the project through timely correspondence, project updates, and virtual meetings as desired by the City.

#### **FINAL DELIVERABLES**

ARA will, at minimum, provide

- All survey data, compatible with the City’s GIS database
- Pavement Distress Survey appended to the City’s existing street centerline file
- Roughness survey data (IRI) appended to the City’s existing street centerline file



**QUALIFICATION FORM A**

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

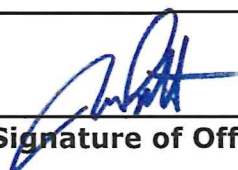
**FIRM NAME:** Applied Research Associates, Inc.

**ADDRESS:** 100 Trade Center Dr.  
**Street**

**ADDRESS:** Champaign, IL. 61820  
**City State Zip**

**PHONE:** 608.274.6409

**E-MAIL:** jbittner@ara.com

**DATE:** 12/2/2025  
**(Month-Day-Year)**  **Signature of Officer/Title**

**DATE:** \_\_\_\_\_  
**(Month-Day-Year)** **Signature of Officer/Title**

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

**Check One:**

- MBE (Minority Owned Enterprise)**
- WBE (Women Owned Enterprise)**
- Small Business**

## 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  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 RFQu, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for 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 26-483-301

### 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.

<b>COMPANY NAME</b>	Chicago Metropolitan Area for Planning (CMAP)
<b>ADDRESS</b>	233 S. Wacker Drive, Ste 800, Chicago, IL 60606
<b>CONTACT PERSON</b>	Penny A. DuBernat
<b>CONTACT EMAIL</b>	PDubernat@cmmap.illinois.gov
<b>TELEPHONE NUMBER</b>	(312) 386-8756
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Chicago Metropolitan Area for Planning (CMAP) Pavement Management System 2018 - Ongoing (Multiyear Project) Total Amount: ~\$1,500,000

<b>COMPANY NAME</b>	McHenry Department of Transportation
<b>ADDRESS</b>	16111 Nelson Rd, Woodstock, IL 60098
<b>CONTACT PERSON</b>	Jeremy Stull, P.E.
<b>CONTACT EMAIL</b>	JRStull@mchenrycountyil.gov
<b>TELEPHONE NUMBER</b>	(815) 334-4967
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	McHenry County Pavement Management System 2009 - 2024 Total Amount: ~\$822,000

<b>COMPANY NAME</b>	Will County
<b>ADDRESS</b>	16847 W. Laraway Rd., Joliet, IL 60422
<b>CONTACT PERSON</b>	Brian Gieseke, P.E.
<b>CONTACT EMAIL</b>	bgieseke@willcountyllinois.com
<b>TELEPHONE NUMBER</b>	(815) 727-8476
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Will County Pavement Management System 2019 - Ongoing (Multiple Projects) Total Amount: ~\$234,900

<b>COMPANY NAME</b>	DuPage County
<b>ADDRESS</b>	421 North County Farm Road, Wheaton, IL 60187
<b>CONTACT PERSON</b>	John Loper
<b>CONTACT EMAIL</b>	John.Loper@dupagecounty.gov
<b>TELEPHONE NUMBER</b>	(630) 407-6700
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	DuPage County Pavement Management System 2010 - 2024 Total Amount: ~\$870,000

<b>COMPANY NAME</b>	Kane County
<b>ADDRESS</b>	41W011 Burlington Road, St. Charles, IL 60175
<b>CONTACT PERSON</b>	Candace Thomas
<b>CONTACT EMAIL</b>	ThomasCandance@co.kane.il.us
<b>TELEPHONE NUMBER</b>	(630) 406-7355
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Kane County Pavement Management System 2010-2018 Total Amount: ~\$544,000

State the number of Years in Business: 46

State the current number of personnel on staff: 2,260

<b>COMPANY NAME</b>	City of McHenry
<b>ADDRESS</b>	1415 Industrial Drive. McHenry, IL 60050
<b>CONTACT PERSON</b>	Greg Gruen, P.E.
<b>CONTACT EMAIL</b>	ggruen@cityofmchenry.org
<b>TELEPHONE NUMBER</b>	(815) 363-2185
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	City of McHenry Pavement Management System 2024-2025 Total Amount: \$55,600

<b>COMPANY NAME</b>	Town of Normal
<b>ADDRESS</b>	1 Uptown Circle, Normal IL, 61761
<b>CONTACT PERSON</b>	Zachary Wall, P.E.
<b>CONTACT EMAIL</b>	zwall@normal.org
<b>TELEPHONE NUMBER</b>	(309) 454-9743
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Town of Normal Pavement Management System 2025-Ongoing Total Amount: \$109,900

**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 Jason Bittner, who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant:  
Jason Bittner

Company:  
Applied Research Associates, Inc.

Address:  
100 Trade Center Dr., Champaign IL, 61820

- 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 #26-483-301

- 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.

Applied Research Associates, Inc.

**(Company Name)**



\_\_\_\_\_  
Signature

Name: Jason Bittner

Title: Vice President and Division Manager

Subscribed and sworn to before me this 2nd day of December, 2025.

STATE OF Illinois COUNTY OF Champaign

Notary Public: Jennifer L. Mitchaner

My Commission Expires: 06/26/2027



*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.



Company ID Number: 272107

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 Applied Research Associates, Inc. (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).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

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

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

#### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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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 Applied Research Associates, Inc.**

**Beth Rayner**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

11/02/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

11/02/2009

Date

Company ID Number: 272107

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: Applied Research Associates, Inc.

Company Facility Address: 4300 San Mateo BLVD NE

Suite 220A

Albuquerque, NM 87110

Company Alternate  
Address:

County or Parish: BERNALILLO

Employer Identification

Number: 850276434

North American Industry  
Classification Systems

Code: 541

Parent Company: \_\_\_\_\_

Number of Employees: 1,000 to 2,499

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:**

- NEW MEXICO 1 site(s)

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

Name: **Beth A Rayner**  
Telephone Number: **(505) 881 - 8074**  
E-mail Address: **brayner@ara.com**  
Fax Number: **(505) 816 - 6404**

Name: **Dominique Atencio**  
Telephone Number: **(505) 881 - 8074**  
E-mail Address: **datencio@ara.com**  
Fax Number: **(505) 816 - 6404**

Name: **Jill Robinson**  
Telephone Number: **(505) 881 - 8074**  
E-mail Address: **jrobinson@ara.com**  
Fax Number: **(505) 881 - 8074**

Name: **Beth James**  
Telephone Number: **(505) 881 - 8074**  
E-mail Address: **bjames@ara.com**  
Fax Number: **(505) 816 - 6404**



# RAYMORE

come home to more

CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM

DATE: 1/26/2026  
SUBMITTED BY: Trent Salsbury DEPARTMENT: Public Works  
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Willow Hills Storm Culvert Repairs (pg 106)

STRATEGIC PLAN GOAL / STRATEGY

6.2 Ensure capital planning efforts align with the growth and maintenance needs of the community.

FINANCIAL IMPACT

Award To:	KB Construction Services LLC
Amount of Request/Contract:	\$29,949.74
Amount Budgeted:	\$100,000.00
Funding Source/Account:	Fund 46

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
3/2/2026	4/17/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4008
2. KB Construction Proposal
3. Contract

BACKGROUND / JUSTIFICATION

This project will repair two stormwater culvert pipes in the Willow Hills Neighborhood. This project will also address a creek erosion issue in the Park Place Neighborhood.

The City received the following bids on December 23, 2025:

G-B Construction	\$43,500.00
KB Construction Services LLC	\$29,949.74
TC Fuller Construction LLC	\$68,041.92
Westland Construction, INC.	\$53,198.25
Abay Construction INC.	\$46,143.00
SB Wyatt Contracting INC	\$42,670.00

KB Construction Services LLC was determined to be the lowest and best bidder.

Staff recommends the contract for the Willow Hills Culvert Repair Project be awarded to KB Construction Services LLC in the amount of \$29,949.74.

**BILL 4008**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KB CONSTRUCTION SERVICES, LLC FOR THE REPLACEMENT OF TWO CULVERT PIPES IN THE WILLOW HILLS NEIGHBORHOOD, CITY PROJECT NUMBER 26-481-202 IN THE AMOUNT OF \$29,949.74 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, this project is included in the FY 2026 Capital Budget; and,

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

**WHEREAS** KB Construction Services, 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 in the amount of \$29,949.74 with KB Construction Services LLC for the Willow Hills Stormwater Culvert Repairs 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 26TH DAY OF JANUARY, 2026.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Erica Hill, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

**PROPOSAL FORM A**  
RFP 26-481-202

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Blake Higgs having authority to act on behalf of (Company name) KB Construction Services LLC do hereby acknowledge that (Company name) KB Construction 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: KB Construction Services LLC

ADDRESS: 22201 E. 175<sup>th</sup> St  
Street

ADDRESS: Pleasant Hill MO 64080  
City State Zip

PHONE: 816-255-5107

E-MAIL: KBCS816@gmail.com

DATE: 12/22/25 Blake Higgs  
(Month-Day-Year) Signature of Officer/Title

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

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

- \_\_\_\_\_ MBE (Minority Owned Enterprise)
- \_\_\_\_\_ WBE (Women Owned Enterprise)
- \_\_\_\_\_ Small Business

**PROPOSAL FORM B**

RFP 26-481-202

**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

2. 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.

3. 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 26-481-202

**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

<b>COMPANY NAME</b>	Jamerson Homes LLC
<b>ADDRESS</b>	PO Box 99 Greenwood, MO 64034
<b>CONTACT PERSON</b>	Mike Burns
<b>CONTACT EMAIL</b>	mb@jamersonhomesllc.com
<b>TELEPHONE NUMBER</b>	816-501-4579
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Install septic system, \$19,500, June 1, 2025.

<b>COMPANY NAME</b>	Onwiler Contracting LLC
<b>ADDRESS</b>	S Hamilton Rd. Greenwood, MO 64034
<b>CONTACT PERSON</b>	David Onwiler
<b>CONTACT EMAIL</b>	onwilercontracting@gmail.com
<b>TELEPHONE NUMBER</b>	913-269-4550
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Site clearing, \$11,975, January 28, 2025.

<b>COMPANY NAME</b>	Wood Brothers Construction Inc.
<b>ADDRESS</b>	LSMO
<b>CONTACT PERSON</b>	Jud Wood
<b>CONTACT EMAIL</b>	woodbrothersinc@gmail.com
<b>TELEPHONE NUMBER</b>	816-564-5024
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Basement excavation, 8500 sq. ft., \$48,800, December 8, 2025.

<b>COMPANY NAME</b>	JW Thomas LLC
<b>ADDRESS</b>	14704 S. Hutt Rd. Lone Jack, MO 64070
<b>CONTACT PERSON</b>	Jeff Boehm
<b>CONTACT EMAIL</b>	jeff@jw-thomas.com
<b>TELEPHONE NUMBER</b>	816-588-3193
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Backfill basement & grading, excavation \$12,600 October 29, 2025

<b>COMPANY NAME</b>	Frost Construction Company
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	Bob Frost
<b>CONTACT EMAIL</b>	frostconst@sbcglobal.net
<b>TELEPHONE NUMBER</b>	816-305-2443
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Woodlands at Chapman Farms Phase 2 power \$32,750, November 14, 2025.

State the number of Years in Business: 10

State the current number of personnel on staff: 4

**PROPOSAL FORM D**

RFP 26-481-202

Proposal of KB Construction Services, LLC., organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as KB Construction (\*) an S 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. 25-476-201 – Edgewater 3rd Road Repairs.

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

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

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

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

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

**BID PROPOSAL FORM E – Project No. 26-481-202**

**Willow Hills Stormwater Culvert Rehab  
Base Bid**

Bid Item	Units	Estimated Quantities	Unit Price	Total Est. Price
Mobilization, Bonds, Insurance	EA	1		1,450
36" HDPE Pipe	LF	60	243.33	14,630
Concrete Street Patch	SY	40	170	6,800
Traffic Control	LS	1		950
Creek Bank Stabilization	LS	1		2,850
Rip Rap	SY	14	160.71	2,250
Restoration	LS	1		1050
<b>TOTAL</b>				<b>29,980</b>

Company Name KB Construction

**Total Base Bid for Project Number: 26-481-202**

\$ 29,980.00

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

( \$ twenty nine thousand nine hundred eighty dollars )

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

**BID PROPOSAL FORM E – RFP 26-481-202  
CONTINUED**

**Company Name** KB Construction

**By** Blake Higgs  
Authorized Person's Signature

Blake Higgs  
Print or type name and title of signer

**Company Address** 22201 E. 175<sup>th</sup>  
St Pleasant Hill, MO 64080

**Phone** 816-255-5107

**Fax** \_\_\_\_\_

**Email** KBCS816@gmail.com

**Date** 12/22/25

**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 Blake Higgs, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Blake Higgs

Company: KB Construction Services LLC

Address: 22201 E. 175<sup>th</sup> St Pleasant Hill, MO 64080

- 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 # 26-481-202.
- 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.

KB Construction Services LLC

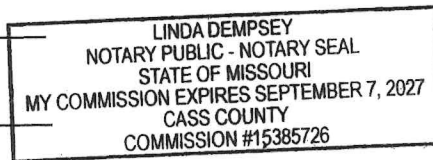
Company Name

Blake Higgs

Signature

Name: Blake Higgs

Title: Owner



STATE OF MO COUNTY OF Cass

Subscribed and sworn to before me this 18 day of December, 2025.

Notary Public: Linda Dempsey

My Commission Expires: 09.07.2027 Commission # 15385726

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

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



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**Willow Hills Stormwater Culvert Rehab**

This Contract for **Willow Hills Stormwater Culvert Repairs**, hereafter referred to as the **Contract** is made this 30th day of December, 2025, between KB Construction Services LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 22201 E. 175<sup>th</sup> St, Pleasant Hill, MO, 64080, 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 January 26, 2026 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 26-481-202 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 45 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 \$29,949.74.

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. All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

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 32) 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)

**KB Construction Services LLC**

Company Name

By: Bled Hegger

Title: Owner

Attest: Morgan Hogg

(SEAL)

**KB Construction Services LLC**  
22201 East 175th St.  
Pleasant Hill, MO 64080

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**Willow Hills Stormwater Culvert Rehab**

**ANTICIPATED SCOPE OF SERVICES:**

- Install 60 feet of 36" HDPE.
- Stabilize shallow creek bank and armor with riprap

1. **SPECIFICATIONS WHICH APPLY**

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

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**

The Contractor shall complete all work within **45 calendar days** of the issuance of the Notice to Proceed. If work is suspended for winter shutdown, the contract time will be paused during the period of suspension as approved by the City. Prior to shutdown, the Contractor shall secure the site, provide temporary surfacing or traffic control measures as directed, and ensure the work area is left in a safe, serviceable condition. Temporary surfacing and traffic control will need to be checked weekly by the contractor, while fixing any issues. Work shall resume promptly upon issuance of approval to restart, and the remaining contract time shall recommence.

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.

6. SPECIAL CONDITIONS

- i. **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.
- ii. **36 Inch HDPE 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 a 36 inch Pipe including rock to final subgrade.
- iii. **Concrete Street Patch:** Concrete Street Patch shall be paid for at the unit bid price per square yard. The unit cost for this item shall include all materials, equipment and labor required to place 12 inches of KCMMB 4K mix.
- iv. **Creek Bank Stabilization:** Creek Bank Stabilization shall include pulling the clay and silt material from the creekbed to the bank prior to riprap being placed. Site is easily accessible and large equipment should not be needed.(See image)
- v. **Rip Rap:** Rip Rap shall be paid for at the unit bid price per Square Yard. The unit cost for this item shall include all equipment, labor and materials to install rip rap. Rip Rap shall

be MoDot Type 2, 16-24" .

- vi. **Restoration:** Restoration is minimal and shall be seed and straw if needed.
- vii. **Traffic Control:** Traffic Control 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.
- viii. **Erosion Control:** Erosion control shall be considered subsidiary to the 36" HDPE and shall include all materials, labor and equipment required to prevent soil from leaving the site.

## 7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. The City will provide door hangers.
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

## 8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed

due to the operations of the Contractor, which is not within the contract limits shall be replaced.

- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. 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.

10. ADDITIONAL BIDDING INFORMATION

10.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 26-481-202**

**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 January, 2026.

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 32 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.** All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 32). 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.