TENTATIVE AGENDA
RAYTOWN BOARD OF ALDERMEN
FEBRUARY 17, 2026
REGULAR SESSION NO. 21
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
AND
ONLINE ZOOM WEBINAR

ZOOM.US/JOIN
WEBINAR ID: 862 9945 7035
PASSCODE: 985325

Invocation/Pledge of Allegiance
Roll Call

Public Comments

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

1a. Approval of the February 3, 2026 Board of Aldermen meeting minutes.

1b. R-3787-26: A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH ACS ELECTRONIC SYSTEMS FOR THE INSTALLATION AND UPGRADE OF SECURITY CAMERAS WITHIN THE CITY OF RAYTOWN IN AN AMOUNT NOT TO EXCEED $149,671.00 FOR FISCAL YEAR 2025-2026. Point of Contact: Joey Carley, Public Works Director.

1c. R-3788-26: A RESOLUTION AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH NEER FOR THE DEVELOPEMNT OF A WASTEWATER MASTER PLAN IN AN AMOUNT NOT TO EXCEED $50,000.00 FOR FISCAL YEAR 2025-2026. Point of Contact: Joey Carley, Public Works Director.

REGULAR AGENDA

NEW BUSINESS

2. FIRST READING: Bill No. 6707-26, Section IV-A: AN ORDINANCE CONCERNING THE REMOVAL OF LATRICE THOMAS FROM THE OFFICE OF ALDERMAN OF THE CITY OF RAYTOWN, MISSOURI. Point of Contact: Nathan F. Garrett, Special Counsel.

- ★ A Suspension of the Rules has been requested by Special Counsel.

3. **R-3789-26: A RESOLUTION** AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GENESIS ENVIRONMENTAL SOLUTIONS, INC. FOR REMOVAL OF AN UNDERGROUND FUEL STORAGE TANK IN AN AMOUNT NOT TO EXCEED $35,000.00 AND AMEND THE FISCAL YEAR 2025-2026 BUDGET. Point of Contact: Joey Carley, Public Works Director.

4. **R-3790-26: A RESOLUTION** AMENDING THE FISCAL YEAR 2025-2026 BUDGET RELATED TO KENAGY PARK RENOVATION PROJECT. Point of Contact: Dave Turner, Parks & Recreation Director.

COMMUNICATIONS

5. **Communication from the Mayor**

6. **Communication from the City Administrator**

7. **Communication from the Board of Aldermen**

ADJOURNMENT

MINUTES
RAYTOWN BOARD OF ALDERMEN
FEBRUARY 3, 2026

REGULAR SESSION NO. 20
RAYTOWN CITY HALL
10000 EAST 59TH STREET
RAYTOWN, MISSOURI 64133
7:00 P.M.
AND
ONLINE ZOOM WEBINAR

Mayor Michael McDonough called the February 3, 2026, Board of Aldermen Regular Meeting to order at 6:15 p.m. Timmy Hensel, of the River Church, provided the invocation and led the pledge of allegiance.

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Greg Walters, Alderman Theresa Tush, Alderman Loretha Hayden, Alderman Jim Aziere, Alderman Janet Emerson, Alderman Theresa Garza, Alderman Josh Morales, Alderman Bonnaye Mims, Alderman Diane Krizek

Absent: None

Public Comments

None

Proclamations/Presentations

Mayor McDonough presented a proclamation recognizing Logan Strasburger.

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. An item designated for the Consent Agenda may be removed from the Consent Agenda at the request of the Mayor or an Alderman, where there is no objection by the remaining members of the Board. If there is an objection to removal of an item from the Consent Agenda, the item may be removed by a motion and vote of the Board.

2a. Approval of the January 20, 2026 Board of Aldermen meeting minutes.

2b. R-3785-26: A RESOLUTION APPROVING AN AGREEMENT WITH GRAVES GARRETT GREIM LLC FOR SPECIAL COUNSEL SERVICES AND APPROVE AND RATIFY THE EXPENDITURE OF FUNDS WITH GRAVES GARRETT GREIM LLC IN EXCESS OF $30,000.00 BUT WITHIN BUDGETED AMOUNTS FOR FISCAL YEAR 2025-2026. Point of Contact: Diane Egger, City Administrator.

Alderman Mims, seconded by Alderman Hayden, made a motion to adopt. The motion was approved by a vote of 8-0-1.

Ayes: Aldermen Mims, Hayden, Morales, Tush, Krizek, Emerson, Aziere, Garza
Nays: None
Abstain: Alderman Walters

DRAFT

REGULAR AGENDA

NEW BUSINESS

3. **R-3786-26: A RESOLUTION** OF THE CITY OF RAYTOWN, MISSOURI DECLARING AN INTENT TO ISSUE ITS GENERAL OBLIGATION BONDS FOR STORM SEWER PURPOSES. Point of Contact: Michael Graham, Finance Director.

The item was read by title only by Teresa Henry, City Clerk.

Michael Graham, Finance Director, presented the item. Also available for discussion were Khalen Dwyer, of Columbia Capital Management, and Kathy Peters, of Kutak Rock LLP.

Alderman Mims, seconded by Alderman Emerson, made a motion to adopt. The motion was approved by a vote of 9-0.

Ayes: Aldermen Mims, Emerson, Krizek, Aziere, Tush, Morales, Walters, Garza, Hayden
Nays: None

COMMUNICATIONS

1. **Communication from the Mayor**

Mayor McDonough spoke on recent events and City business.

2. **Communication from the City Administrator**

Diane Egger, City Administrator, provided an update on the City's current projects and plans.

3. **Communication from the Board of Aldermen**

Comments were made by Aldermen Garza, Mims, Aziere, and Walters.

ADJOURNMENT

Alderman Mims, seconded by Alderman Garza, made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 7:28 p.m.

_____

Teresa M Henry, City Clerk, MRCC

DRAFT

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 01/29/2026

MEETING DATE: February 17, 2026

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution

SUBJECT/REQUEST

R-3787-26: Approve the installation and upgrade of the security cameras at City Hall, in the Police Department, at the Street Department, and the Fleet Facility, in an amount not to exceed $149,671.00.

BACKGROUND/JUSTIFICATION

This was a budgeted item for the the Fiscal Year 2025-2026 approved budget.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

Budget approval.

COMMISSION/COMMITTEE REVIEW

N/A

FINANCIAL IMPACT

Contractor:	ACS
Amount of Request/Contract:	$149,671.00
Amount Budgeted:	$150,000.00
From Account Name:	Capital Sales Tax - 205-00-00-00-57000 - Capital Expenditures

REVIEWED BY

Joey Carley
Michael Graham
Jennifer Baird
Diane Egger

Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso ACS Security Installation and Upgrade
2. Public Works Maintenance Building Service Rider
3. Fleet Maintenance Service Rider
4. City Hall & Police Department Service Rider

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	No	On file in PW
Certificate of Insurance:	No	On file in PW
E-Verify Affidavits:	No	On file in PW
E-Verify proof of enrollment:	No	On file in PW
Bond:	No	On file in PW
IRS Form W-9:	No	On file in PW
Contractor address and email:	No	On file in PW
Other: Service Riders	Yes	

RESOLUTION NO.: R-3787-26

A RESOLUTION AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS WITH ACS ELECTRONIC SYSTEMS FOR THE INSTALLATION AND UPGRADE OF SECURITY CAMERAS WITHIN THE CITY OF RAYTOWN IN AN AMOUNT NOT TO EXCEED $149,671.00 FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Raytown utilizes ACS Electronic Systems for the City's security cameras which are needing to be upgraded at City Hall, Police Department, Public Works and Fleet Facility; and

WHEREAS, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through a competitive bidding process and the City currently has an agreement with ACS to provide such services through the City of Lee's Summit's bid; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Raytown to authorize and approve the expenditure of funds with ACS Electronic Systems for the installation and upgrade of security cameras within the City of Raytown in an amount not to exceed $149,671.00 for fiscal year 2025-2026.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the expenditure of funds for utilization with ACS Electronic Systems for the installation and upgrade of security cameras within the City of Raytown in an amount not to exceed $149,671.00 for fiscal year 2025-2026 is hereby authorized and approved; and

FURTHER THAT the City Administrator is authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated herein and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17TH day of February 17, 2026.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

ADDITIONAL SERVICE RIDER

THIS RIDER made on 2026-01-06 is part of and extends agreement signed on 2000-03-13 by 0 months between ACS Electronic Systems, hereinafter called 'ACS' and Raytown City Hall located at hereinafter called the 'Customer' with work to completed at Raytown City Hall - Public Works Fleet Maintenance located at 10014 E 65th Street.

Scope of Work

Scope of Work

Unwire, remove and dispose of old outdated camera equipment.
Furnish and install new camera surveillance system for the City of Raytown - Public Works Building. Walk through with the City of Raytown employees to determine locations of cameras. Will be reusing the existing cable on site from existing cameras and any found to be defective will be replaced on a time and material basis.

Items to be Installed

Quantity	Line Item Description
1.00	SRX-Lite, U1 incl 16PoE, 512GB SSD, 16 Lin.
1.00	CMS set up
5.00	CMS Health Monitoring
9.00	Back Box Mounting for M74
1,500.00	Cat6 Plenum (Estimated)
1.00	CMS Health Monitoring
9.00	i3 International Goose Neck Mounting Kit
9.00	5MP 2.8mm Fixed Lens Turret Camera

The current term of the original Service or Lease Agreement and this amendment shall extend for a period of 0 months commencing from the date the above additional service installation is complete. The limitation of liability in the original contract is extended to cover this additional service and all ACS equipment at all customer locations.

Customer hereby agrees to pay ACS, its agents or assigns, an initial charge of $24,577.00 , and to pay monthly increase of $88.00, per month, on a Quarterly basis, from the date service is operative and for any automatic renewals of this agreement specified above. ACS reserves the right to progress bill as costs are incurred throughout the project.

Notes

Check for proper operation and program as needed. Terminate, program and testing of above devices. Notes: 1. Others to provide lift and 110VAC if needed.

Rider Acceptance

ACS Rep: _____

ACS Signature: _____

Date Signed: _____

Quote must be signed before expiration date of:

Authorized Person: _____

Authorized Signature: _____

Date Signed: _____

Expiration Date 2/5/2026

ADDITIONAL SERVICE RIDER

THIS RIDER made on 2026-01-06 is part of and extends agreement signed on 2000-03-13 by 0 months between ACS Electronic Systems, hereinafter called 'ACS' and Raytown City Hall located at hereinafter called the 'Customer' with work to completed at Raytown City Hall - Public Works Fleet Maintenance located at 10014 E 65th Street.

Scope of Work

Scope of Work

Unwire, remove and dispose of old outdated camera equipment.
Furnish and install new camera surveillance system for the City of Raytown - Fleet Maintenance Building. Customer provided site walk thru to indicate locations of cameras. Will be reusing the existing cable on site from existing cameras and any found to be defective will be replaced on a time and material basis.

Items to be Installed

Quantity	Line Item Description
1.00	Shipping
1.00	SRX-Lite, U1 incl 16POE, 512GB SSD 16 lic.
1.00	CMS set up
1.00	8MP, fixed turret, 180 degree panoramic IPC, POE cable only
1.00	Camera back box for M86
5.00	CMS Health Monitoring
7.00	Back Box Mounting for M74
1,200.00	Cat6 Plenum (Estimated)
1.00	CMS Health Monitoring
8.00	i3 International Goose Neck Mounting Kit
7.00	5MP 2.8mm Fixed Lens Turret Camera

The current term of the original Service or Lease Agreement and this amendment shall extend for a period of 0 months commencing from the date the above additional service installation is complete. The limitation of liability in the original contract is extended to cover this additional service and all ACS equipment at all customer locations.

Customer hereby agrees to pay ACS, its agents or assigns, an initial charge of $26,362.00 , and to pay monthly increase of $88.00, per month, on a Quarterly basis, from the date service is operative and for any automatic renewals of this agreement specified above. ACS reserves the right to progress bill as costs are incurred throughout the project.

Notes

Check for proper operation and program as needed. Terminate, program and testing of above devices. Notes: 1. Others to provide lift and 110VAC if needed.

Rider Acceptance

ACS Rep: _____ Authorized Person: _____

ACS Signature: _____ Authorized Signature: _____

Date Signed: _____ Date Signed: _____

Quote must be signed before expiration date of: Expiration Date 2/5/2026

ADDITIONAL SERVICE RIDER

THIS RIDER made on 2026-01-06 is part of and extends agreement signed on 2000-03-13 by 24 months between ACS Electronic Systems, hereinafter called 'ACS' and Raytown City Hall located at hereinafter called the 'Customer' with work to completed at Raytown City Hall located at 10000 E 59th Street.

Scope of Work

Scope of Work

Unwire, remove and dispose of old outdated camera equipment.
Furnish and install new updated camera surveillance system for the City of Raytown - City Hall and Police Department - per prints and walk through with the City of Raytown and PD employees to determine locations of cameras. Will be reusing the existing cable on site from existing cameras and any found to be defective will be replaced on a time and material basis.

Items to be Installed

Quantity	Line Item Description
1.00	IP 8MP Box - Reas AI lens ICR, DNR
1.00	12MP 10-50mm lens, auto iris
5.00	Camera back box for M86
5.00	8MP, Fixed turrent, 180 degree panoramic IPC, POE cable only
1.00	Shipping
5.00	CMS Health Monitoring
13.00	Back Box Mounting Base for M71
17.00	Back Box Mounting for M74
21.00	Back Box Mounting Base for M77 camera series
2.00	Mounting back box for the M98 12MP Fisheye Network Dome Camera
10,000.00	Cat6 Plenum (Estimated)
1.00	CMS Health Monitoring
5.00	i3 International Goose Neck Mounting Kit
1.00	CORNER POLE / MOUNT BRACKET
13.00	5MP Edge Ai 2.8-12mm Dome
17.00	5MP 2.8mm Fixed Lens Turret Camera
21.00	5MP IR Fixed Lens Dome
2.00	M98 12MP Fisheye Network Dome
1.00	24 Port POE Switch
2.00	24 ports PoE 1Gb WebSmart + 2-port Gb, 370W
1.00	8 port POE 1Gb managed switch
1.00	AI/Pro 3.5U, SSD, SBB41, 0TB, Xeon, GPU for AI

The current term of the original Service or Lease Agreement and this amendment shall extend for a period of 24 months commencing from the date the above additional service installation is complete. The limitation of liability in the original contract is extended to cover this additional service and all ACS equipment at all customer locations.

Customer hereby agrees to pay ACS, its agents or assigns, an initial charge of $98,732.00 , and to pay monthly increase of $218.00, per month, on a Quarterly basis, from the date service is operative and for any automatic renewals of this agreement specified above. ACS reserves the right to progress bill as costs are incurred throughout the project.

Notes

Check for proper operation and program as needed. Terminate, program and testing of above devices. Notes: 1. Others to provide lift and 110VAC if needed.

Rider Acceptance

ACS Rep: _____

ACS Signature: _____

Date Signed: _____

Quote must be signed before expiration date of:

Authorized Person: _____

Authorized Signature: _____

Date Signed: _____

Expiration Date 2/5/2026

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 01/29/2026

MEETING DATE: February 17, 2026

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution

SUBJECT/REQUEST

R-3788-26: Approve a service agreement with NEER to not exceed $50,000.00 for the development of a Wastewater Master Plan.

BACKGROUND/JUSTIFICATION

This was a budgeted item for the the Fiscal Year 2025-2026 approved budget.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

Budget approval.

COMMISSION/COMMITTEE REVIEW

N/A

FINANCIAL IMPACT

Contractor:	NEER
Amount of Request/Contract:	$50,000.00
Amount Budgeted:	$50,000.00
From Account Name:	Sanitary Sewer Fund - 501-62-00-100-52250 - Professional Services

REVIEWED BY

Joey Carley
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Wastewater Master Plan-NEER Service Agreement 2025-2026
2. Wastewater Masterplan Proposal

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	No	On file in PW
Certificate of Insurance:	No	On file in PW
E-Verify Affidavits:	No	On file in PW
E-Verify proof of enrollment:	No	On file in PW
Bond:	No	On file in PW
IRS Form W-9:	No	On file in PW
Contractor address and email:	No	On file in PW
Project Exemption Certificate needed:	No	On file in PW
Other: Proposal	Yes	On file in PW

RESOLUTION NO.: R-3788-26

A RESOLUTION AUTHORIZING AND APPROVING A SERVICE AGREEMENT WITH NEER FOR THE DEVELOPMENT OF A WASTEWATER MASTER PLAN IN AN AMOUNT NOT TO EXCEED $50,000.00 FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Raytown, Missouri has identified the need to develop a Wastewater Master Plan; and

WHEREAS, the Scope of Services provided by NEER is set forth in the attached Exhibit "A" which addresses the tasks associated with this project, and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City authorize and approve a service agreement with NEER for the development of a Wastewater Master Plan in an amount not to exceed $50,000.00 for fiscal year 2025-2026;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the service agreement with NEED for the development of a Wastewater Master Plan as set forth in "Exhibit A" in an amount not to exceed $50,000.00 for fiscal year 2025-2026, is hereby authorized and approved; and

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents necessary in connection with such Scope of Services and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of February, 2026.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

ATTACHMENT A – SCOPE OF SERVICES

Description of Services

1. Project Understanding

The City of Raytown requires a comprehensive Wastewater Master Plan to guide investment decisions, infrastructure planning, regulatory compliance, and capacity management through 2045. NEER has already developed a detailed PCSWMM hydraulic model calibrated to 2023/2024 flow monitoring data. This foundational work enables a more focused and cost-effective approach to the Master Plan.

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2. Scope of Services

Task 1: Project Coordination and Data Review

This task will initiate the planning process with a project kickoff meeting involving NEER and the City of Raytown. The purpose is to align expectations, confirm objectives, and establish a data-sharing protocol. NEER will review all available GIS layers, model input files, CCTV records, and previous planning or CIP documents. The review will help identify any missing or outdated data critical for master planning and allow NEER to refine the project scope based on current conditions. A consolidated data inventory and gap assessment will be provided at the end of this task.

Task 2: Existing System Assessment (Condition & Risk Evaluation)

NEER will leverage its existing LoF (Likelihood of Failure) and CoF (Consequence of Failure) scores previously developed for Raytown's wastewater assets. These scores, based on asset material, age, inspection data, and service history, will be reviewed and validated with the City. The goal of this task is to integrate the risk-based framework into the Master Plan to identify priority assets for rehabilitation or replacement. Condition and risk heat maps will be generated using this existing dataset, streamlining the evaluation process and reducing costs.

Task 3: Future Land Use and Flow Projections

NEER will work with City planning staff to gather current and projected land use information through 2045. Based on this data, the team will estimate future residential and non-residential developments in terms of Equivalent Dwelling Units (EDUs). Sanitary flow projections for both 10-year and 20-year horizons will be calculated using standard peaking and inflow factors. These

projections will be assigned to appropriate model subcatchments and included in future scenario modeling.

Task 4: Hydraulic Capacity Evaluation

Using the existing PCSWMM model, NEER will simulate the current and future performance of the wastewater system. The model will be run under various storm scenarios, including 5-, 10-, and 50-year design storms. Key performance indicators such as hydraulic grade line (HGL) elevation, pipe capacity utilization (q/Q), and surcharge conditions will be evaluated. NEER will identify sections of the network that are currently under stress or are expected to experience future capacity issues.

Task 5: Infiltration/Inflow (I/I) Evaluation

This task focuses on identifying basins or subcatchments within the system that are experiencing excessive I/I. NEER will use existing flow monitoring and model outputs to analyze rainfall-derived I/I and compare peak wet weather flows to expected base flows. Basins will be ranked based on severity, and recommendations will be made for targeted I/I reduction strategies such as rehabilitation, private lateral replacement, or sump pump disconnection programs.

Task 6: Capital Improvement Plan (CIP)

Based on the findings from Tasks 2 through 5, NEER will develop a comprehensive Capital Improvement Plan. The CIP will include projects needed to address capacity limitations, asset deterioration, and I/I reduction. Projects will be grouped into three planning horizons: 0–5 years, 6–10 years, and 11–20 years. Each project will include a planning-level cost estimate based on unit prices and quantities. Maps and summary tables will be provided to facilitate implementation.

Task 7: Stakeholder Coordination and Review

NEER will engage with City staff through a series of coordination and review meetings. These meetings will occur at key milestones: project kickoff, interim findings, and final draft. During each session, NEER will present progress, answer questions, and incorporate feedback. The purpose of this task is to ensure that the Master Plan aligns with City goals, reflects local knowledge, and earns stakeholder buy-in.

Task 8: Final Report and Deliverables

This task involves compiling all analyses, findings, recommendations, and supporting materials into a single comprehensive Wastewater Master Plan report. The report will include an executive summary, maps, tables, model results, and a prioritized CIP. NEER will also deliver the

updated PCSWMM model, GIS shapefiles, and any other supporting documentation in digital format.

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3. Project Budget

Labor Category	Rate	Hours	Total
Project Manager	$180/hr	70	$12,600
Engineer	$140/hr	240	$33,600
GIS/Data Analyst	$100/hr	38	$3,800
Total Budget			**$50,000**

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4. Project Schedule

- **Kickoff**: Within 1 week of Notice to Proceed
- **Draft Report**: Within 120 days
- **Final Report**: Within 180 days

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5. Assumptions

- Existing PCSWMM model and flow data will be used.
- No new flow monitoring is included.
- Up to 3 review meetings; additional upon request.

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6. Conclusion

NEER is uniquely positioned to complete this Wastewater Master Plan efficiently and accurately, building upon our existing knowledge and modeling work in Raytown. We appreciate the opportunity to continue supporting the City's long-term infrastructure goals.

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 02/13/2026

MEETING DATE: February 17, 2026

SUBMITTED BY: **DEPARTMENT: Administration**

Document Type: Ordinance

SUBJECT/REQUEST

FIRST READING: Bill No. 6707-26, Section IV-A. Removal of Latrice Thomas from the office of Alderman.

BACKGROUND/JUSTIFICATION

Latrice Thomas was elected Alderwoman of the City of Raytown, Missouri on April 8, 2025 and during her term of office, Alderwoman Thomas is alleged to have committed certain acts which may constitute misfeasance, malfeasance, and/or nonfeasance in office, as more specifically set out in the attached Articles of Impeachment.

The provisions of § 79.240.1 RSMo. provide that the City may ordain the manner of impeachments and removals and the Board of Aldermen of the City of Raytown desires to consider such allegations, and if determined to be true, further consider and determine, consistent with § 79.240 RSMo., whether said actions constitute misfeasance, malfeasance, and/or nonfeasance in office and whether Alderwoman Thomas should be disciplined, up to and including removal from office.

The Board of Aldermen accordingly desires to schedule a hearing where it will convene as a Board of Impeachment to hear evidence, provide notice to Alderwoman Thomas of these proceedings, the applicable rules to be observed, and an opportunity to be heard on the charges identified in the Articles of Impeachment, and authorize the issuance of subpoenas necessary for such purposes.

RECOMMENDED MOTION

A suspension of the rules is being requested by Special Counsel as these documents were given to review during their January 20, 2026 Closed Session.

PREVIOUS ACTION

The Draft Ordinance and Articles of Impeachment were given to the Board of Aldermen to review during their January 20, 2026, Closed Session.

COMMISSION/COMMITTEE REVIEW

FINANCIAL IMPACT

REVIEWED BY

Michael Graham Jennifer Baird Diane Egger Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1.	Ord Latrice Thomas Impeachment-Final
2.	City of Raytown, Latrice Thomas, Articles of Impeachment, 12 Feb 2026

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

AN ORDINANCE CONCERNING THE REMOVAL OF LATRICE THOMAS FROM THE OFFICE OF ALDERMAN OF THE CITY OF RAYTOWN, MISSOURI

WHEREAS, Latrice Thomas was elected Alderwoman of the City of Raytown, Missouri on April 8, 2025; and

WHEREAS, during her term of office, Alderwoman Thomas is alleged to have committed certain acts which may constitute misfeasance, malfeasance, and/or nonfeasance in office, as more specifically set out in the attached Articles of Impeachment; and

WHEREAS, the provisions of § 79.240.1 RSMo. provide that the City may ordain the manner of impeachments and removals; and

WHEREAS, the Board of Aldermen of the City of Raytown desires to consider such allegations, and if determined to be true, further consider and determine, consistent with § 79.240 RSMo., whether said actions constitute misfeasance, malfeasance, and/or nonfeasance in office and whether Alderwoman Thomas should be disciplined, up to and including removal from office; and

WHEREAS, the Board of Aldermen accordingly desires to schedule a hearing where it will convene as a Board of Impeachment to hear evidence, provide notice to Alderwoman Thomas of these proceedings, the applicable rules to be observed, and an opportunity to be heard on the charges identified in the Articles of Impeachment, and authorize the issuance of subpoenas necessary for such purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

Section 1. Alderwoman Thomas is hereby provided notice of the charges and specifications as presented in the Articles of Impeachment prepared on the City's behalf, a copy of which is attached as Exhibit A and incorporated by reference. The City shall effect immediate service of the Resolution and Articles of Impeachment on Alderwoman Thomas.

Section 2. The Board of Aldermen shall convene as a Board of Impeachment at a public hearing on March 17, 2026 at 6:00 p.m., and such hearing shall continue from day to day or at such later date and time as may be found necessary, at Raytown City Hall, 10000 E. 59th St., Raytown, MO 64133, to hear and consider the allegations, and if determined to be true, to determine whether Alderwoman Thomas should be removed from office, or other disciplinary action taken, pursuant to the authority granted under §79.240 of the Code.

Section 3. Special Counsel for the City of Raytown shall present the City's case and have the burden of proving the alleged charges; Alderwoman Thomas may be represented by counsel at the hearing. Both parties shall be entitled to present evidence and to cross-examine witnesses. Alderwoman Thomas shall have a deadline of 5:00 p.m. on March 3, 2026, to file, should she desire, a Reply to the Articles. The Parties shall 1) exchange a list of witnesses and exhibits to be offered at the hearing and 2) file, if desired, any pre-hearing motions, both no later than 5:00 p.m. March 5, 2026.

Section 4. Service of documents on the City in this action shall be satisfied by delivery to City Hall in person or by email sent to City of Raytown Attorney Jennifer Baird at jbaird@laubermunicipal.com. Service on the respondent will be by mail, effective when postmarked, unless she advises of an email address of her preference. Email documents are deemed "served" when sent.

Section 5. The Mayor shall preside over the hearing before the Board of Impeachment and shall make all rulings on procedural, evidentiary, or other matters brought to his attention and shall take all such action necessary or desirable to facilitate the prompt and fair hearing and consideration of the charges. The Mayor may be assisted by a legal advisor, selected by and at the request of the Mayor. The Mayor is further authorized to enter into an agreement on behalf of the City with the legal advisor and, if in the opinion of the Mayor it is advisable, to select and appoint Special Counsel to act in place of the City Attorneys.

Section 6. Under the authority granted in § 79.240 of the Code, the Board declares that a contested case hearing before the Board of Impeachment shall be conducted in accordance with the Missouri Administrative Procedure Act (MAPA), and not under the formal rules of evidence, criminal or civil procedure codes. As such, the Board declares that the manner of the impeachment shall include, and adopts, the MAPA (Chapter 536 RSMo.), excluding 1) provisions inapplicable to a contested case and 2) § 536.073 and § 536.075. The Board of Impeachment shall consider the evidence, arguments of counsel, and written briefs of the parties, if any, and shall cause written findings of fact and conclusions of law to be had on the charges presented. The decision of the Board shall be published, along with such further action(s) as may be authorized or required.

Section 7. This action is taken by and on the recommendation of the Board of Aldermen and with the Mayor's approval or recommendation; as a result, a simple majority vote of all members of the Board of Impeachment (under the normal voting rules of the Board of Aldermen, including the Mayor's tie breaking prerogative) is required to support a finding of guilt and imposition of discipline, up to and including removal from office, pursuant to § 79.240 of the Code. The vote of any Board member who recuses or abstains from the vote, shall be recorded as a vote against impeachment on all counts.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen of the City of Raytown, Jackson County, Missouri, this _____ day of February 2026.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Nathan F. Garrett, Special Counsel
Missouri Bar 46500
Graves Garrett Greim

BEFORE THE BOARD OF IMPEACHMENT
CITY OF RAYTOWN, MISSOURI

	)
IN THE MATTER OF THE IMPEACHMENT	)
OF LATRICE THOMAS:	)
	)

ARTICLES OF IMPEACHMENT

WHEREAS, Latrice Thomas ("Respondent") was elected an Alderwoman of the City of Raytown, Missouri.

WHEREAS, the Board of Aldermen with the consent and approval of the Mayor passed an ordinance, in accordance with § 79.240 RSMo., authorizing proceedings to consider the discipline of Latrice Thomas as an Alderwoman of the City of Raytown – up to and including removal – for alleged acts of misfeasance, malfeasance, and/or nonfeasance as described in these Articles of Impeachment with good cause shown.

NOW THEREFORE, the City of Raytown, Missouri, pursuant to § 79.240 RSMo., hereby issues the following charges and Articles of Impeachment against Raytown Alderwoman Latrice Thomas:

GOVERNING LAW AND JURISDICTION

The City of Raytown is a fourth-class city of the State of Missouri. Missouri Statute § 79.240 provides in part:

> The Mayor may, with the consent of a majority of all the members elected to the Board of Aldermen, remove from office, for cause shown, any elective officer of the City, such officer being first given opportunity, together with his/her witnesses, to be heard before the Board of Aldermen, sitting as a Board of impeachment.

Thus, removal of an Alderman is authorized on a majority vote of the Board of Aldermen. There are ten elected Aldermen in the City of Raytown, so a vote of six or more Aldermen is required

to impeach; however, in the event of a tie vote among the Aldermen, § 79.120 RSMo. authorizes the Mayor to cast a vote and break the tie. As set out in the Ordinance of Impeachment, each Board member who abstains shall be counted in the Respondent's favor as a vote against impeachment.

The Missouri Court of Appeals in *Fitzgerald v. City of Maryland Heights* clarified the term "for cause." *Fitzgerald v. City of Maryland Heights*, 796 S.W.2d 52 (Mo. App. E.D. 1990).[1] The Court held that "the appropriate meaning of the 'for cause' standard for impeachment … should … specifically relate to and affect the administration of [the] office, and … be … of a substantial nature directly affecting the rights and interests of the public." *Fitzgerald*, 796 S.W.2d at 56 (citing *McCallister v. Priest*, 422 S.W.2d 650 (Mo. banc 1968)). The Court further explained "cause" should be "limited to objective reasons which reasonable people, regardless of their political persuasion, could agree would render any [office holder's] performance ineffective." *Id.*

Fitzgerald defines three types of "cause" that support removal from office: (1) misfeasance, (2) malfeasance, and (3) nonfeasance. According to *Fitzgerald*, misfeasance is the improper performance of some act that may lawfully be done; malfeasance is the commission of some act wholly beyond the actor's authority; and, nonfeasance is the failure to perform a required duty. *Id*. at 56-57. *See also*, *State ex rel. Powell v. Wallace*, 718 S.W.2d 545, 549 (Mo.App. 1986) and *State ex rel. Hall v. Wolf*, 710 S.W.2d 302, 304-305 (Mo.App. 1986). A finding of any of these is sufficient to support removal from office under Statute and *Fitzgerald*.

[1] The removal in *Fitzgerald* involved a third-class city and thus revolved around § 77.340 (Mayor and City Counsel vs Mayor and Board of Aldermen). As the Court in *Fitzgerald* observed, however, there is no difference in the "for cause" provision in § 77.340 and § 77.240, and the Court's definition of "for cause" in *Fitzgerald* is equally applicable to both statues.

FACTS

The following facts are common to all allegations:

1) Section 79.250 RSMo. provides, in relevant part: "No person shall be elected or appointed to any office who shall at the time be in arrears for any unpaid city taxes, or forfeiture or defalcation in office."

2) Section 115.306 RSMo. provides, in relevant part (emphasis added):

> (1) Any person who files as a candidate for election to a public office shall be disqualified from participation in the election for which the candidate has filed *if such person is delinquent in the payment of any state income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on the declaration of candidacy . . . .*
>
> (2) Each potential candidate for election to a public office, except candidates for a county or city committee of a political party, shall file an affidavit with the department of revenue and include a copy of the affidavit with the declaration of candidacy required under section 115.349. Such affidavit shall be in substantially the following form:

AFFIRMATION OF TAX PAYMENTS AND BONDING REQUIREMENTS:		
I hereby declare under penalties of perjury that I am not currently aware of any delinquency in the filing or payment of any state income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on the declaration of candidacy, or that I am a past or present corporate officer of any fee office that owes any taxes to the state, other than those taxes which may be in dispute. I declare under penalties of perjury that I am not aware of any information that would prohibit me from fulfilling any bonding requirements for the office for which I am filing.		
_____	Candidate's Signature	
_____	Printed Name of Candidate	

3) Pursuant to § 115.306 RSMo., on or about December 30, 2024, Latrice Thomas filed a signed affidavit with the Missouri Department of Revenue affirming she was "not currently aware of any delinquency in the filing or payment of any state income taxes, personal property taxes, municipal taxes, [or] real property taxes" on her residence. Latrice Thomas further affirmed under penalty of perjury she was "not aware of any information that would prohibit [her] from fulling any bonding requirements" for the office of Raytown Alderwoman.

4) On or about April 8, 2025, Latrice Thomas was elected to the Raytown Board of Aldermen in the general municipal election.

5) On or about April 22, 2025, Latrice Thomas was sworn into office as a Raytown Alderwoman, and she took office thereafter. The April 22, 2025 oath provided:

> On my oath, I do hereby state that I, Latrice Thomas, possess all the qualifications prescribed for the office of Alderman by law; that I will support the Constitution of the United States and of the State of Missouri, the provisions of all laws of this state affecting cities of this class, and the ordinances of the City of Raytown, Missouri and faithfully demean myself while in office.

6) In late April 2025, the Jackson County Election Board (hereinafter, "the Board") received a letter from the Missouri Department of Revenue informing the Board it had received a complaint alleging Ms. Thomas had not met the statutory requirements for candidacy on election day. In this letter, dated April 23, 2025, the Department of Revenue stated, in accordance with Section 115.306.2(3), RSMo., the Department had investigated the allegation "and determined that the requirements of Section 115.306 [had] not been met." (hereinafter "the April 23 Department of Revenue letter"). At the conclusion of the April 23 Department of Revenue letter, the Department stated it was providing Ms. Thomas thirty days from the date of the letter to "demonstrate compliance with the statute."

7) On or about June 26, 2025, the Board informed the City of Raytown it received another letter from the Missouri Department of Revenue regarding Ms. Thomas. In this letter, dated June 10, 2025, the Department of Revenue stated – due to unpaid taxes at the time of her election – Latrice Thomas did not meet the statutory requirements to be a candidate for Raytown Alderwoman, and that she was therefore "subject to sanctions including disqualification from participating in the current election." (hereinafter, "the June 10 Department of Revenue letter").

8) The June 10 Department of Revenue letter received by the City of Raytown from the Board affirmed Ms. Thomas did not meet the statutory requirements for Alderwomen candidacy on election day.

9) In *State ex inf. Hensley v. Young*, the Supreme Court of Missouri held, "It is axiomatic that one of the requisites to being qualified to hold office is that the person seeking office be a valid candidate and comply with statutory provisions regarding candidacy." 362 S.W. 3d 386, 393 (2012).

10) On or about August 4, 2025, Latrice Thomas provided to the City of Raytown, via her attorney Elad Gross, a letter from the Department of Revenue dated July 15, 2025 (hereinafter, "the July 15 Department of Revenue letter"). In this letter, the Department of Revenue certified Latrice Thomas had "taken necessary steps to be in tax compliance with the Department."

11) Latrice Thomas took necessary steps to be in tax compliance with the Missouri Department of Revenue *after* her election as Raytown Alderwoman on or about April 8, 2025.

12) On or about April 22, 2025, Latrice Thomas – in the role of Raytown Alderwoman – voted on a motion to direct staff to draft an ordinance for a ¼ cent Parks/Storm Water Sales Tax, to sunset in 7 years, with an 80/20 split between the Parks & Recreation

Department and the City of Raytown, and for staff to bring a draft of the ordinance to the Board at the May 6, 2025 meeting (hereinafter, "Official Act 1"). Latrice Thomas cast this vote in the role of Raytown Alderwoman on behalf of the City of Raytown.

13) On or about May 6, 2025, Latrice Thomas – in the role of Raytown Alderwoman – voted on Bill No. 6691-25, Section III-A-9: An ordinance authorizing and approving submission at the special election to be held August 5, 2025 to the qualified voters of the City of Raytown, Missouri, the question of whether the city shall impose a sales tax in the amount of one-fourth (1/4) of one percent for the purpose of funding local parks/storm water control within the City for a term of seven (7) years and imposing such tax if approved by a majority of the qualified voters voting thereon (hereinafter, "Official Act 2"). Latrice Thomas cast this vote in the role of Raytown Alderwoman on behalf of the City of Raytown.

14) On or about May 6, 2025, Latrice Thomas – in the role of Raytown Alderwoman – voted on R-3709-25: A resolution authorizing and approving an amendment to the agreement with KC Snow Pro LLC utilizing the City of Lee's Summit, Missouri Cooperative Agreement for a total amount not to exceed $68,437.50 and amend the fiscal year 2024-2025 budget (hereinafter, "Official Act 3"). Latrice Thomas cast this vote in the role of Raytown Alderwoman on behalf of the City of Raytown.

15) On or about May 20, 2025, Latrice Thomas – in the role of Raytown Alderwoman – voted on R-3710-25: A resolution authorizing and approving an agreement with Mo Turf for nuisance abatement services in an amount not to exceed $95,000.00 for fiscal year 2024-2025 (hereinafter, "Official Act 4"). Latrice Thomas cast this vote in the role of Raytown Alderwoman on behalf of the City of Raytown.

16) On or about May 20, 2025, Latrice Thomas – in the role of Raytown Alderwoman – voted on R-3711-15: A resolution authorizing expenditure of additional funds through a change order with Royal Construction Services for the police department annex building demolition and construction project in amount not to exceed $10,492.33 for a total project amount not to exceed $560,472.33 for fiscal year 2024-2025 (hereinafter, "Official Act 5"). Latrice Thomas cast this vote in the role of Raytown Alderwoman on behalf of the City of Raytown.

17) On or about June 3, 2025, Latrice Thomas – in the role of Raytown Alderwoman – voted on R-3713-25: A resolution authorizing and approving an agreement by and between ADP and the City of Raytown, Missouri for human resources information systems software in an amount not to exceed $28,613.33 for fiscal year 2024-2025 (hereinafter, "Official Act 6"). Latrice Thomas cast this vote in the role of Raytown Alderwoman on behalf of the City of Raytown.

18) On or about June 17, 2025, Latrice Thomas – in the role of Raytown Alderwoman – voted on R-3716-25: A resolution authorizing and approving a tow management services agreement with CFKAA LLC (hereinafter, "Official Act 7"). Latrice Thomas cast this vote in the role of Raytown Alderwoman on behalf of the City of Raytown.

19) On or about June 17, 2025, Latrice Thomas – in the role of Raytown Alderwoman – voted on R-3717-25: A resolution authorizing and approving payment to Insituform Technologies, Inc. in the amount of $21,500.00 (hereinafter, "Official Act 8"). Latrice Thomas cast this vote in the role of Raytown Alderwoman on behalf of the City of Raytown.

CHARGES

The Board of Aldermen, with the Mayor's approval and recommendation, has caused these Articles of Impeachment to be filed pursuant to the authority granted in § 79.240 RSMo. and associated laws of the State of Missouri cited herein.

ARTICLE I

The City of Raytown, Missouri alleges that Alderwoman Latrice Thomas, in conjunction with her official duties, has engaged in conduct constituting malfeasance in office (malfeasance is the commission of some act wholly beyond the actor's authority). Specifically:

Latrice Thomas, in the execution of her duties as an elected official of the City of Raytown, on or about April 22, 2025, committed Official Act 1 on behalf of the City of Raytown despite failing to meet the statutory requirements for candidacy when elected Alderwoman for the City of Raytown.

Latrice Thomas was elected Alderwoman of the City of Raytown on or about April 8, 2025, and took the oath of office on or about April 22, 2025. She submitted her name for candidacy for City of Raytown Alderwoman and took the oath of office despite failing to meet the Missouri statutory requirements for candidacy at the time of her election. Missouri law is clear. An individual does not meet the statutory requirements to be elected an Alderperson of the City of Raytown if they are delinquent in the filing or payment of any state income taxes, personal property taxes, municipal taxes, or real property taxes on their place of residence. A letter provided by the Missouri Department of Revenue on April 23, 2025 provided prima facie evidence Ms. Thomas was delinquent in the filing or payment of state income taxes, personal property taxes, municipal taxes, or real property taxes on her place of residence at the time of her April 8, 2025 election to the City of Raytown Board of Aldermen. A letter from The Missouri

Department of Revenue dated June 10, 2025 stated that, as of that date, Ms. Thomas still had not paid her taxes.

Alderwoman Thomas' action alleged in **ARTICLE I** amounts to malfeasance as it was the commission of an act wholly beyond Alderwoman Thomas' authority. If a candidate for Alderperson fails to meet the statutory requirements for candidacy at the time of election, she cannot lawfully be elected to the position of Alderperson. Any action taken on behalf of the City of Raytown by an individual unlawfully elected to the position of Alderperson is an action "wholly beyond" the individual's authority – and thus, malfeasance.

ARTICLE II

The City of Raytown, Missouri alleges that Alderwoman Latrice Thomas, in conjunction with her official duties, has engaged in conduct constituting malfeasance in office. Specifically:

Latrice Thomas, in the execution of her duties as an elected official of the City of Raytown, on or about May 6, 2025, committed Official Act 2 on behalf of the City of Raytown despite failing to meet the statutory requirements for candidacy when elected Alderwoman for the City of Raytown.

Latrice Thomas was elected Alderwoman of the City of Raytown on or about April 8, 2025, and took the oath of office on or about April 22, 2025. She submitted her name for candidacy for City of Raytown Alderwoman and took the oath of office despite failing to meet the Missouri statutory requirements for candidacy at the time of her election. Ms. Thomas did not meet the statutory requirements to be elected an Alderperson of the City of Raytown because she was delinquent in the filing or payment of state income taxes, personal property taxes, municipal taxes, or real property taxes on her place of residence at the time of her election. A letter provided by the Missouri Department of Revenue on April 23, 2025 provided prima facie

evidence Ms. Thomas was delinquent on her taxes at the time of her April 8, 2025 election to the City of Raytown Board of Aldermen.

Alderwoman Thomas' action alleged in **ARTICLE II** amounts to malfeasance as it was the commission of an act wholly beyond Alderwoman Thomas' authority. As candidate Thomas failed to meet the statutory requirements for candidacy at the time of her election, she could not lawfully be elected to the position of Alderperson. Any action taken on behalf of the City of Raytown by Alderwoman Thomas following her unlawful election to the position of Alderperson was an action "wholly beyond" Ms. Thomas' authority – and thus, malfeasance.

ARTICLE III

The City of Raytown, Missouri alleges that Alderwoman Latrice Thomas, in conjunction with her official duties, has engaged in conduct constituting malfeasance in office. Specifically:

Latrice Thomas, in the execution of her duties as an elected official of the City of Raytown, on or about May 6, 2025, committed Official Act 3 on behalf of the City of Raytown despite failing to meet the statutory requirements for candidacy when elected Alderwoman for the City of Raytown.

Latrice Thomas was elected Alderwoman of the City of Raytown on or about April 8, 2025, and took the oath of office on or about April 22, 2025. She submitted her name for candidacy for City of Raytown Alderwoman and took the oath of office despite failing to meet the Missouri statutory requirements for candidacy at the time of her election. Ms. Thomas did not meet the statutory requirements to be elected an Alderperson of the City of Raytown because she was delinquent in the filing or payment of state income taxes, personal property taxes, municipal taxes, or real property taxes on her place of residence at the time of her election. A letter provided by the Missouri Department of Revenue on April 23, 2025 provided prima facie

evidence Ms. Thomas was delinquent on her taxes at the time of her April 8, 2025 election to the City of Raytown Board of Aldermen.

Alderwoman Thomas' action alleged in **ARTICLE III** amounts to malfeasance as it was the commission of an act wholly beyond Alderwoman Thomas' authority. As candidate Thomas failed to meet the statutory requirements for candidacy at the time of her election, she could not lawfully be elected to the position of Alderperson. Any action taken on behalf of the City of Raytown by Alderwoman Thomas following her unlawful election to the position of Alderperson was an action "wholly beyond" Ms. Thomas' authority – and thus, malfeasance.

ARTICLE IV

The City of Raytown, Missouri alleges that Alderwoman Latrice Thomas, in conjunction with her official duties, has engaged in conduct constituting malfeasance in office. Specifically:

Latrice Thomas, in the execution of her duties as an elected official of the City of Raytown, on or about May 20, 2025, committed Official Act 4 on behalf of the City of Raytown despite failing to meet the statutory requirements for candidacy when elected Alderwoman for the City of Raytown.

Latrice Thomas was elected Alderwoman of the City of Raytown on or about April 8, 2025, and took the oath of office on or about April 22, 2025. She submitted her name for candidacy for City of Raytown Alderwoman and took the oath of office despite failing to meet the Missouri statutory requirements for candidacy at the time of her election. Ms. Thomas did not meet the statutory requirements to be elected an Alderperson of the City of Raytown because she was delinquent in the filing or payment of state income taxes, personal property taxes, municipal taxes, or real property taxes on her place of residence at the time of her election. A letter provided by the Missouri Department of Revenue on April 23, 2025 provided prima facie

evidence Ms. Thomas was delinquent on her taxes at the time of her April 8, 2025 election to the City of Raytown Board of Aldermen.

Alderwoman Thomas' action alleged in **ARTICLE IV** amounts to malfeasance as it was the commission of an act wholly beyond Alderwoman Thomas' authority. As candidate Thomas failed to meet the statutory requirements for candidacy at the time of her election, she could not lawfully be elected to the position of Alderperson. Any action taken on behalf of the City of Raytown by Alderwoman Thomas following her unlawful election to the position of Alderperson was an action "wholly beyond" Ms. Thomas' authority – and thus, malfeasance.

ARTICLE V

The City of Raytown, Missouri alleges that Alderwoman Latrice Thomas, in conjunction with her official duties, has engaged in conduct constituting malfeasance in office. Specifically:

Latrice Thomas, in the execution of her duties as an elected official of the City of Raytown, on or about May 20, 2025, committed Official Act 5 on behalf of the City of Raytown despite failing to meet the statutory requirements for candidacy when elected Alderwoman for the City of Raytown.

Latrice Thomas was elected Alderwoman of the City of Raytown on or about April 8, 2025, and took the oath of office on or about April 22, 2025. She submitted her name for candidacy for City of Raytown Alderwoman and took the oath of office despite failing to meet the Missouri statutory requirements for candidacy at the time of her election. Ms. Thomas did not meet the statutory requirements to be elected an Alderperson of the City of Raytown because she was delinquent in the filing or payment of state income taxes, personal property taxes, municipal taxes, or real property taxes on her place of residence at the time of her election. A letter provided by the Missouri Department of Revenue on April 23, 2025 provided prima facie

evidence Ms. Thomas was delinquent on her taxes at the time of her April 8, 2025 election to the City of Raytown Board of Aldermen.

Alderwoman Thomas' action alleged in **ARTICLE V** amounts to malfeasance as it was the commission of an act wholly beyond Alderwoman Thomas' authority. As candidate Thomas failed to meet the statutory requirements for candidacy at the time of her election, she could not lawfully be elected to the position of Alderperson. Any action taken on behalf of the City of Raytown by Alderwoman Thomas following her unlawful election to the position of Alderperson was an action "wholly beyond" Ms. Thomas' authority – and thus, malfeasance.

ARTICLE VI

The City of Raytown, Missouri alleges that Alderwoman Latrice Thomas, in conjunction with her official duties, has engaged in conduct constituting malfeasance in office. Specifically:

Latrice Thomas, in the execution of her duties as an elected official of the City of Raytown, on or about June 3, 2025, committed Official Act 6 on behalf of the City of Raytown despite failing to meet the statutory requirements for candidacy when elected Alderwoman for the City of Raytown.

Latrice Thomas was elected Alderwoman of the City of Raytown on or about April 8, 2025, and took the oath of office on or about April 22, 2025. She submitted her name for candidacy for City of Raytown Alderwoman and took the oath of office despite failing to meet the Missouri statutory requirements for candidacy at the time of her election. Ms. Thomas did not meet the statutory requirements to be elected an Alderperson of the City of Raytown because she was delinquent in the filing or payment of state income taxes, personal property taxes, municipal taxes, or real property taxes on her place of residence at the time of her election. A letter provided by the Missouri Department of Revenue on April 23, 2025 provided prima facie

evidence Ms. Thomas was delinquent on her taxes at the time of her April 8, 2025 election to the City of Raytown Board of Aldermen.

Alderwoman Thomas' action alleged in **ARTICLE VI** amounts to malfeasance as it was the commission of an act wholly beyond Alderwoman Thomas' authority. As candidate Thomas failed to meet the statutory requirements for candidacy at the time of her election, she could not lawfully be elected to the position of Alderperson. Any action taken on behalf of the City of Raytown by Alderwoman Thomas following her unlawful election to the position of Alderperson was an action "wholly beyond" Ms. Thomas' authority – and thus, malfeasance.

ARTICLE VII

The City of Raytown, Missouri alleges that Alderwoman Latrice Thomas, in conjunction with her official duties, has engaged in conduct constituting malfeasance in office. Specifically:

Latrice Thomas, in the execution of her duties as an elected official of the City of Raytown, on or about June 17, 2025, committed Official Act 7 on behalf of the City of Raytown despite failing to meet the statutory requirements for candidacy when elected Alderwoman for the City of Raytown.

Latrice Thomas was elected Alderwoman of the City of Raytown on or about April 8, 2025, and took the oath of office on or about April 22, 2025. She submitted her name for candidacy for City of Raytown Alderwoman and took the oath of office despite failing to meet the Missouri statutory requirements for candidacy at the time of her election. Ms. Thomas did not meet the statutory requirements to be elected an Alderperson of the City of Raytown because she was delinquent in the filing or payment of state income taxes, personal property taxes, municipal taxes, or real property taxes on her place of residence at the time of her election. A letter provided by the Missouri Department of Revenue on April 23, 2025 provided prima facie

evidence Ms. Thomas was delinquent on her taxes at the time of her April 8, 2025 election to the City of Raytown Board of Aldermen.

Alderwoman Thomas' action alleged in **ARTICLE VII** amounts to malfeasance as it was the commission of an act wholly beyond Alderwoman Thomas' authority. As candidate Thomas failed to meet the statutory requirements for candidacy at the time of her election, she could not lawfully be elected to the position of Alderperson. Any action taken on behalf of the City of Raytown by Alderwoman Thomas following her unlawful election to the position of Alderperson was an action "wholly beyond" Ms. Thomas' authority – and thus, malfeasance.

ARTICLE VIII

The City of Raytown, Missouri alleges that Alderwoman Latrice Thomas, in conjunction with her official duties, has engaged in conduct constituting malfeasance in office. Specifically:

Latrice Thomas, in the execution of her duties as an elected official of the City of Raytown, on or about June 17, 2025, committed Official Act 8 on behalf of the City of Raytown despite failing to meet the statutory requirements for candidacy when elected Alderwoman for the City of Raytown.

Latrice Thomas was elected Alderwoman of the City of Raytown on or about April 8, 2025, and took the oath of office on or about April 22, 2025. She submitted her name for candidacy for City of Raytown Alderwoman and took the oath of office despite failing to meet the Missouri statutory requirements for candidacy at the time of her election. Ms. Thomas did not meet the statutory requirements to be elected an Alderperson of the City of Raytown because she was delinquent in the filing or payment of state income taxes, personal property taxes, municipal taxes, or real property taxes on her place of residence at the time of her election. A letter provided by the Missouri Department of Revenue on April 23, 2025 provided prima facie

evidence Ms. Thomas was delinquent on her taxes at the time of her April 8, 2025 election to the City of Raytown Board of Aldermen.

Alderwoman Thomas' action alleged in **ARTICLE VIII** amounts to malfeasance as it was the commission of an act wholly beyond Alderwoman Thomas' authority. As candidate Thomas failed to meet the statutory requirements for candidacy at the time of her election, she could not lawfully be elected to the position of Alderperson. Any action taken on behalf of the City of Raytown by Alderwoman Thomas following her unlawful election to the position of Alderperson was an action "wholly beyond" Ms. Thomas' authority – and thus, malfeasance.

CONCLUSION

The allegations in the **ARTICLES** contained herein are each of a substantial nature that they directly challenge and impair the administration of the elected offices of the City of Raytown including the Aldermen and Mayor. Such objectionable acts also affect the rights and interests of the public in the proper and legal administration of the elected offices of the City. As a result, there is no other conclusion than that reasonable people, regardless of their political persuasion, agree that Alderman Thomas' failure to meet the statutory requirements of candidacy at the time of her election prohibit her from lawfully performing the duties of her office.

WHEREFORE, the City of Raytown, Missouri requests that the Board of Impeachment impeach Alderman Latrice Thomas on the **ARTICLES** contained herein, each separately and together, issue findings of fact and conclusions of law consistent with and supporting the impeachment, and, upon the conviction on one or more **ARTICLES**, remove her from office, or impose such other discipline or action as the Board of Impeachment may find just and necessary.

Date: February 17, 2026

FOR THE CITY OF RAYTOWN, MISSOURI

_____

Nathan F. Garrett
Special Counsel
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Graves Garrett Greim
1100 Main Street, Suite 2700
Kansas City, MO 64105
816-256-3052
ngarrett@gravesgarrett.com

SPECIAL COUNSEL

_____

Michael McDonough

MAYOR, CITY OF RAYTOWN

CERTIFICATE OF SERVICE

On this ___ day of _____**, 2026**, the undersigned hereby certifies that a copy of the above and foregoing was:

_____ served on the Respondent personally; or

_____ after confirming the Respondent could not be found, by leaving a copy of the foregoing ordinance and Articles of Impeachment at her dwelling house or usual place of abode, with some member of the family above the age of fifteen years.

A copy of the foregoing ordinance and Articles of Impeachment also was mailed via first class postage prepaid United States Mail to the Respondent at her residence of record.

_____
Mayor McDonough

CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 02/02/2026

MEETING DATE: February 17, 2026

SUBMITTED BY: **DEPARTMENT: Public Works**

Document Type: Resolution

SUBJECT/REQUEST

R-3789-26: Approve a professional service agreement with Genesis Environmental Solutions, Inc. and amend the fiscal year 2025-2026 budget.

BACKGROUND/JUSTIFICATION

When the previous generator was decommissioned, the line to the diesel tank that supplied fuel to the generator was disconnected. At the time, the tank was left in place, removal was not included in the work. The tank being out of service, but remaining underground poses an environmental concern, and the entity that insures the City's fuel tanks is requiring it be remediated. If the abandoned tank is not addressed, the City could have significant impacts on its fuel tank insurance. Without fuel tank insurance, we are unable to operate other fuel tanks, and therefore unable to fuel City vehicles. We received two quotes, one from Double Check for $43,847.35, the one coming before the Board was from Genesis Environmental Solutions, Inc. for $30,014.00. Genesis Environmental Solutions, Inc. expressed the possibility of additional costs for removal of other materials. The request is for an amount not to exceed $35,000.00. Any remaining site clean-up such as grass replanting or sidewalk damage will be handled by Public Works staff.

RECOMMENDED MOTION

Staff recommends approval as submitted.

PREVIOUS ACTION

N/A

COMMISSION/COMMITTEE REVIEW

N/A

FINANCIAL IMPACT

Contractor:	Genesis Environmental Services
Amount of Request/Contract:	$35,000.00
Amount Budgeted:	$0.00

From Account Name and #:	Amount: Fund Balance
To Account Name and #:	Amount: Capital Sales Tax Fund - 205-62-00-100-57000 Capital Expenditures

REVIEWED BY

Joey Carley
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Underground Diesel Storage Tank Removal-Genesis Environmental Agreement
2. Genesis Proposal
3. Double Check Quote

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Contractor address and email:	No	On file in PW
Other:	Yes	Quotes from both contractors

RESOLUTION NO.: R-3789-26

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GENESIS ENVIRONMENTAL SOLUTIONS, INC. FOR REMOVAL OF AN UNDERGROUND FUEL STORAGE TANK IN AN AMOUNT NOT TO EXCEED $35,000.00 AND AMEND THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, the City of Raytown has a need to remove an underground diesel storage tank at City Hall; and

WHEREAS, the City received two quotes for removal of the underground storage tank and has determined that the quote submitted by Genesis Environmental Solutions, Inc., in the amount of $35,000.00 was the most advantageous quote received and meets all meets all of the qualifications for the project; and

WHEREAS, pursuant to Resolution R-3750-25, the Fiscal Year 2025-2026 Budget was approved; and

WHEREAS, it is necessary to amend the Fiscal Year 2025-2026 Budget related to the underground diesel storage tank removal; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2025-2026 Budget related to the underground diesel storage tank removal.

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement with Genesis Environmental Solutions, Inc. in the amount of $35,000,00 for such purposes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Board of Aldermen find it is in the best interest of the City to enter into a professional services agreement with Genesis Environmental Solutions, Inc. for the removal of an underground diesel storage tank at City Hall, and that a project amount not to exceed $35,000.00, is hereby authorized and approved; and

THAT the Fiscal Year 2025-2026 budget approved by Resolution R-3750-25 is hereby amended as follows:

TO:	**FROM:**
205.62.00.100.57000 $35,000.00 Capital Expenditures	$35,000.00 Fund Balance

FURTHER THAT the City Administrator is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of February, 2026.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney

PROPOSAL

UST Removal
10000 E 59th Street
Raytown, MO 64133

Submitted to:

City of Raytown
ATTN: Jeff Mcgill, Fleet Manager
10000 E 59th Street
Raytown, MO
816-585-9726
jeffm@raytown.mo.us

Submitted by:

Genesis Environmental Solutions, Inc.
8422 South State Route 7 Highway
Blue Springs, Missouri 64014

GENESIS
ENVIRONMENTAL SOLUTIONS

Genesis Environmental Solutions, Inc. is certified MBE/DBE by MRCC, KCMO, MODOT.

Bid #26-050

Proposal: 30,014.00

Proposal Submission Date: January 22, 2026

Phone 816.229.5900
Fax 816.229.4495
Email sthomas@genesisenviro.com

STATEMENT OF WORK:

Thank you for allowing Genesis Environmental Solutions, Inc. (Genesis) the opportunity to submit a bid for your project. We will supply the equipment and labor required to complete the work items identified in this proposal for the above referenced site.

UST REMOVAL

1. Genesis will mobilize all labor, equipment and material to remove (1) 4,000 gallon diesel fiberglass Underground Storage Tanks, lines, and related accessories.
2. Call in locates with Missouri One call. Provide 30 day closure notice to MDNR.
3. Disconnect and make safe power to the tank and dispensers.
4. Perform private locates.
5. Provide and place orange construction fencing for duration of project.
6. Excavate pit to uncover UST and stockpile all soil on site for return to pit once closure activities are complete.
7. Pump and remove residual tank contents (up to 50 gallons from each tank), containerize into drums/totes, label containers "pending analysis" date and location. Two drums included. Additional tank contents to be billed at unit rates listed below.
8. Vent and monitor tank interior for explosive vapors, lift tank from pit, cut access/demo holes in ends of tank; clean and haul tank to landfill as special waste for proper disposal.
9. Containerize sweeps, label with "pending analysis" date and location, up to 50 gallons per tank. Two drums included.
10. Remove and dispose of product and vent lines, dispenser and accessories as required.
11. Once cleared for backfilling, return stockpiled material to tank pits. Genesis will provide and place limestone screenings as additional fill to make up for tank displacement, maximum of 60 tons additional backfill included in base bid. Backfill will be "bucket compacted using hydraulic excavator" in 6-12" lifts.
12. Once analytical is complete, profile, haul and dispose of drums/totes of non-hazardous residual product/solids and tank cleaning sweeps. Includes disposal of up to 2 drums as special waste.
13. Per discussion with owner, this proposal does not include any concrete and/or grass restoration work. To be done by City.

MDNR

1. Collect samples and documentation needed to generate closure report.
2. Generate and submit Closure report and submit to MDNR.

UNIT RATES:

Additional unit Rates beyond base bid, if required: TBD

EXCLUSIONS:

1. Base bid excludes excavation, disposal, or handling of contaminated soil or water except as stated.
2. Testing, permitting, transportation and or disposal of hazardous materials except as stated.
3. Excavation or removal of bedrock or relocating and or supporting of underground utilities.

4. Excavation, loading, transportation and or disposal of petroleum contaminated soil will be handled on per unit rate basis.
5. Excludes shoring, stabilization, or additional work related to unstable soils or ground water.
6. Pumping, hauling, and disposal of ground water from the job site.
7. Pricing excludes any permits and or fees associated with disposal of any materials not specifically mentioned herein.
8. Pricing excludes weather-related delays, or activities beyond our control.
9. Unit rates for materials are estimated; actual quantities will be billed at the unit rate listed for each item.
10. Excludes removal of deadmen or tank pad beneath tank if such exists. Tank pad investigation or remediation will incur additional costs for excavation and disposal.
11. Performance and payment bond available upon request for additional 1.5%
12. Additional items not specifically included in this work plan will be agreed to in advance and will become part of the final billing.

ASSUMPTIONS:

1. Payment Terms Net 30.
2. All work to be performed during "Normal Working Hours"
3. Compaction testing not required; or by others.

PERIOD OF PERFORMANCE:

1. Once approved this work can be scheduled within TBD days of notice to proceed.

On-Site Worker - Safety Qualifications:

- All Genesis Environmental Solutions, Inc. employees have received training as mandated by Federal Labor (Occupational Safety and Health Administration – (OSHA)) requirements. All employees on-site at a minimum have been trained in 29 CFR 1910.120 – Hazardous Waste Operations and Emergency Response, 29 CFR 1910.146 – Permit Required Confined Spaces, 29 CFR 1910.134 Respiratory Protection and General Site Safety Accident Awareness.
- ISNetworld is a Review and Verification Services (RAVS) which verifies and evaluates our health and safety information to ensure record keeping and minimum OSHA/regulatory requirements are met. We have centralized our safety compliance data within ISNetworld and streamlined our reporting processes. Through ISNetworld, we are able to complete the following functions:
  - ✓ Comply with regulatory and Owner Client requirements
  - ✓ Centralize all compliance information, contact information and marketing information
  - ✓ Create searchable company profile (types of work performed, office locations, etc)
  - ✓ Manage our company's safety and procurement information available to Owner/Clients
  - ✓ Management System Questionnaire (MSQ)
  - ✓ Insurance
  - ✓ Contracts/Agreements
  - ✓ OSHA Logs
  - ✓ EMR Letters
  - ✓ Safety Programs
  - ✓ Supplier Diversity Certificates
  - ✓ Receive e-mail reminders prior to expiration of insurance and other compliance info.

- ✓ Manage employee training, job history and performance evaluations

NOTICE TO OWNERS: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PERSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

PRICES AND TERMS

CUSTOMER agrees that upon notice of completion from Contractor (verbal or written), all balances become due and payable in full, unless other arrangements have been made. If Customer defaults on any obligation under this agreement, Customer agrees to pay Contractor all reasonable attorney fees, expenses, and court costs incurred for the collection of said amount or the enforcement of this agreement.

Payment for services and performance of work under this Agreement shall be made within thirty (30) days of date of invoice by CUSTOMER. Failure to make payment within the thirty (30) day period shall cause interest to commence accruing at a rate of one and one-half percent (1 ½%) per month from date of invoice until payment in full is rendered, in addition to any other remedies available at law, in equity or hereunder.

All federal, state and municipal excise, occupation, sales, use of service fees and surcharges, and other similar taxes shall be paid by CUSTOMER to CONTRACTOR, in addition to the price for the services and performance of work agreed to herein. CUSTOMER shall reimburse the CONTRACTOR for any such taxes, fees and surcharges if the latter pays the same, together with any interest and penalties assessed by the taxing authority.

CUSTOMER shall have five (5) days from the date of notification by CONTRACTOR to accept or reject any cost or price increase tendered by CONTRACTOR. If CUSTOMER rejects any increase, CONTRACTOR shall have the right to terminate this Agreement.

INDEMNIFICATION

CONTRACTOR hereby agrees to indemnify and hold CUSTOMER harmless from any and all losses, damages, suits, penalties, costs, liabilities and expenses (including reasonable attorneys' fees) arising out of any claim for loss or damage to property or the environment and injuries to or death of persons, including CONTRACTOR'S employees and agents, caused by or arising from CONTRACTOR'S negligence, breach of this Agreement or violations of laws, ordinances, rules, regulations or governmental actions, orders or permits.

Signature Approvals:

Genesis Project Manager Date

Customer Approval Date

Corporate Headquarters
4000 Raytown Rd., Kansas City, MO 64129
Phone: 816-921-5032 or 800-899-5032
Fax: 816-861-8027
Email: kansascity@dblchk.com

Attn: Jeff
City of Raytown
10000 E 59th St
Raytown, Mo

Date: 2/2/2026
Quote #:

Double Check Company, LLC presents the following proposal for your consideration:

Scope of Work

- Mobilize tools, equipment, materials and personnel to job site.
- Remove spill bucket and open sump to access tank. (Proposal figuring openings within concrete vault to be able to access 2 openings in tank for access.)
- Clean tank (Tank needs to be pumped down below 1" of product)
- Take environmental sampling with 3rd party contractor. (Proposal does not include any remediation if required once sampling is complete will be at an additional expense.)
- Fill tank with flowable fill. (Given available data up to 22 Cu Yards if more is required will be an additional expense.)
- Seal off tank openings, mix up and use hydraulic cement to fill hole inside basement where line connects to generator.
- Backfill trench where line has to be removed if required and regrade.
- 3rd Party Environmental Contractor to perform closure report.
- Clean up site and leave free of debris.

Total Price (less applicable tax & options) ---------- $43,847.35

INITIAL HERE

Exclusions & Terms

The above price excludes the following:

- Pricing does not include removal of water table if water able has to be lowered will be at an additional time and material.
- Tank to be less than 1" of product in tank. 2 drums included to remove waste if more required will be at an additional expense.
- Pricing does not include private locates if customer requires them will be at an additional expense.
- This quote is only valid within 30-days of the quoted date.

A change order will be provided in the event that any work is required not listed in the scope of work outlined in this contract. Additional charges will incur as a result.

INITIAL HERE

Enid
841 Commercial Circle
Enid, OK 73703
Phone: 580-237-5332
Fax: 580-237-2639
enid@dblchk.com

Hutchinson
1228 N. Halstead
Hutchinson, KS 67501
Phone: 620-669-9368
Fax: 620-669-9360
hutchinson@dblchk.com

Manhattan
5005 Murray Road
Manhattan, KS 66503
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Fax: 785-776-3252
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Fax: 316-942-7732
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Email: kansascity@dblchk.com

Attn: Jeff
City of Raytown
10000 E 59th St
Raytown Mo

Date: 2/2/2026
Quote #:

Payment Terms

A 25% deposit of the total contract amount is required at time of order. Progress billings will be made as follows:

- √ 100% of the system equipment is to be paid upon receipt of the equipment in the Double Check Company, LLC warehouse.
- √ The remaining balance is due 10 days after fuel system completion.

Special order items will be subject to a restocking charge as dictated by the factory, plus any shipping and handling fees.
Double Check Company, LLC cannot be responsible for delays as a result of manufacturing or shipping related issues. With prevalent existing delays in all facets of the distribution system, we cannot guarantee receipt of products ordered, or installation dates as such. As always, we do our best to accommodate all customer needs.

_____
INITIAL HERE

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Raytown Mo

Date: 2/2/2026
Quote #:

This bid is subject to the following:

> "If any unforeseen foreign underground conditions are encountered such as rock, water, electrical lines, sewer lines, excessive cave-off, etc., there would be an additional charge for the extra labor, etc., incurred as a result thereof. "

This bid does not provide for testing, hauling or disposal of any contaminated soil or debris except as specified above.

We do not include applicable sales taxes, unless otherwise specified.

Quotation subject to our normal terms and conditions, unless otherwise specified, as set forth in attached statement and these terms will become a part of any order or contract those results from this quotation.

A 25% deposit of the total contract amount is required at time of order. Progress billings will be made as follows:

- √ 100% of the system equipment is to be paid upon receipt of the equipment in the Double Check Company, LLC warehouse.
- √ The remaining balance is due 10 days after fuel system completion.

Special order items will be subject to a restocking charge as dictated by the factory, plus any shipping and handling fees.
Double Check Company, LLC cannot be responsible for delays as a result of manufacturing or shipping related issues. With prevalent existing delays in all facets of the distribution system, we cannot guarantee receipt of products ordered, or installation dates as such. As always, we do our best to accommodate all customer needs.

Equipment leads times are not guaranteed by Double Check Company, LLC, estimates are provided by equipment manufactures.

Thank you for the opportunity to supply you with pricing for this project. If you have any questions at all please do not hesitate to contact me at any time.

Additional contact at the Kansas City office is Mani Sundaram.

Thank you,

Submitted By: _____
(Salesperson's Name)

Accepted By: _____

Date _____

PO # if required _____

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Attn: Jeff
City of Raytown
10000 E 59th

Date: 2/2/2026
Quote #:

TERMS & CONDITIONS

The terms contained herein may not in any manner whatsoever be varied by purchaser's acceptance or purchase order. In the event of any inconsistency between the terms and scope hereof and purchasers' acceptance or purchase order, the terms and scope hereof shall control, and purchaser is deemed to have assented to the same in full.

- The pricing contained herein is for the equipment listed **only** and does **not** include installation or service **not** covered by the manufacturer's warranty **unless specified**. Applicable installation, operation, service, and/or maintenance manuals which are supplied by the manufacturer at **no additional charge** will be provided. Additional copies, **if required**, will be provided at the same cost as charged to Double Check Company, LLC. Any submittals required will be forwarded upon **receipt of purchase order** or letter of **intent to purchase** that equipment. Purchase orders may be contingent upon approval of submittals.
- Buyer understands that Double Check Company, LLC has quoted this equipment based **upon information provided by the buyer**. If the information is **incomplete** or **inaccurate**, Double Check Company, LLC shall **not** be responsible. The buyer accepts responsibility of determination of suitability of the equipment for the application.
- Unless otherwise stated, Double Check Company, LLC warrants that all equipment will be free of defects in materials and workmanship under normal use for the period stated by the manufacturer. In the case of defect or failure within the warranty period, Double Check Company, LLC will replace or repair, **at its option**, upon return of the item in question to Double Check Company, LLC. Double Check Company, LLC will **not** accept any invoice or charges for work performed by others during the warranty period.
- Delivery promises are **contingent** upon weather, strikes, accidents, transportation and/or other factors **beyond the control** of Double Check Company, LLC. Double Check Company, LLC will endeavor to maintain quoted schedules, but does **not** guarantee to do so. Double Check Company, LLC shall **not** be liable for damages suffered by the customer by reason of **any** delay.
- Unless stated or agreed to in **advance**, all pricing contained herein is firm for a period of **thirty days** from the date of this quote. Pricing does **not** include applicable taxes. Acceptance of orders is **contingent** upon current credit approval. **Payment terms are net 10 days**. **A deposit of twenty-five percent (25%) of the contract amount** is due upon **acceptance** of order. Once work has commenced you will be invoiced based upon the attached payment schedule. For equipment, the balance will be invoiced upon **delivery**. If a bill is **not paid** by the thirtieth (30th) day past the invoice date, a one and one-half percent (1.5%) per month **finance charge** will be placed on your account.
- **No** material may be returned **without the written permission of Double Check Company, LLC.** If granted, permission will include shipping instructions, which must be followed. **All** returns are subject to a **restocking charge**.
- Proper decals and signage that must appear on fuel dispensing units for compliance with state and federal requirements must be obtained from the customers' fuel supplier.

If the quote includes installation, the following clauses apply:

- If any **unforeseen** foreign **underground objects** are encountered such as rock, water, electrical lines, sewer lines, excessive cave-off, or environmental pollution clean-up, etc., there will be an **additional** charge for the extra labor, etc., incurred as a result thereof.
- Any unplanned environmental work encountered will be addressed via a change order to customer.
- Installation has been quoted using **non-union labor**. If, during the course of the project, there is union intervention, all costs incurred will be billed to you at the same rates as charged to Double Check Company, LLC.
- **Any** alteration or deviation from equipment or services described herein involving extra costs will be executed **only** upon written orders and will become an **extra charge** over and above the bid amount or estimate.

INITIAL HERE

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CITY OF RAYTOWN
Request for Board Action

DATE SUBMITTED: 02/02/2026

MEETING DATE: February 17, 2026

SUBMITTED BY: **DEPARTMENT: Parks**

Document Type: Resolution

SUBJECT/REQUEST

R-3790-26: Approval of a budget adjustment for the Kenagy Park Renovation and Reconstruction project.

BACKGROUND/JUSTIFICATION

OMNIBUS grant funding through HUD makes the Kenagy Park Renovation and Reconstruction project a 100% federally funded project.
In January 2026, with R-3782-26, the Board of Aldermen approved and accepted the bid of $788,151 from contractor McConnell & Associates for the project.
This item is a necessary budget adjustment in order to increase the current FY 25-26 budgeted line item by $485,000 to meet the approved project amount.

This transfer will allow us to finalize the account balance and move forward with the renovation and reconstruction.

RECOMMENDED MOTION

Approve increasing the line item amount by $485,000 to account for the $1,000,000 OMNIBUS grant award for the Kenagy Park Renovation project.

PREVIOUS ACTION

R-3782-26 accepted the grant project and approved the $788,151 with McConnell & Associates.

COMMISSION/COMMITTEE REVIEW

Raytown Park Board

FINANCIAL IMPACT

Contractor:	McConnell & Associates
From Account: Federal Grant - OMNIBUS, 201-92-00-755-43101	Amount: $485,000

To Account: Capital Expenditures - OMNIBUS, 201-92-00-755-57000	Amount: $485,000

REVIEWED BY

Dave Turner
Michael Graham
Jennifer Baird
Diane Egger
Teresa Henry

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Reso Parks Budget Amendment Kenagy Park 2025-2026

SUPPORTING DOCUMENTS
(FOR CONTRACT ITEMS ONLY)

RESOLUTION NO.: R-3790-26

A RESOLUTION AMENDING THE FISCAL YEAR 2025-2026 BUDGET RELATED TO KENAGY PARK RENOVATION PROJECT

WHEREAS, pursuant to Resolution R-3750-25, the Fiscal Year 2025-2026 Budget was approved; and

WHEREAS, it is necessary to amend the Fiscal Year 2025-2026 Budget related to the Kenagy Park Renovation Project; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to amend the Fiscal Year 2025-2026 Budget related to the Kenagy Park Renovation Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:

THAT the Fiscal Year 2025-2026 budget approved by Resolution R-3750-25 is hereby amended as follows:

TO:	**FROM:**
201.92.00.753.57000 $485,000.00 Capital Expenditures	$485,000.00 Parks Fund Balance

FURTHER THAT the City Administrator is hereby authorized to execute all documents necessary to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 17th day of February, 2026.

_____
Michael McDonough, Mayor

ATTEST:

_____
Teresa M. Henry, City Clerk

Approved as to Form:

_____
Jennifer M. Baird, City Attorney