



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 10, 2025
6:00 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Presentations / Awards**
- 5. Personal Appearances**
- 6. Staff Reports**
 - A. Development Services
 - B. Court
 - C. Police/Emergency Management

7. Committee Reports

8. Consent Agenda

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

- A. City Council Meeting Minutes, February 24, 2025
- B. 2024 Street Preservation Project - Acceptance and Final Payment

Reference:
Resolution 25-08

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

- C. Raymore Activity Center Phase II - Acceptance and Final Pay

Reference:
Resolution 25-07

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

D. Centerview Detention Landscape Project - Acceptance and Final Payment

Reference:
Resolution 25-09

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

9. Unfinished Business

10. New Business

A. Award of Contract - On-Call Material Testing (pg 22)

Reference:
Bill 3950
Contract

The City's Public Works Department has an occasional need for professional materials testing and geo-technical services such as soil borings and asphalt and concrete testing associated with Capital Improvement Program projects. Staff recommends award of contract to CFS Engineers.

- | |
|---|
| <ul style="list-style-type: none">• No previous action on this item |
|---|

B. Voiding Ordinance 2025-056 and Terminating Authorizations (pg 61)

Reference:
Bill 3948
2024-12-09 Ord 2024-056 Bill 3930

Bill 3948 seeks to void all legislative actions taken on Ordinance 2024-056, including the amendment of the zoning map, approval of the White Tail Run Preliminary Development Plan, and approval of the Memorandum of Understanding with Sallee Development, Inc. on the basis of impossibility of performance or assignment.

- No previous action on this item

C. Amendment to the Administrative Policy Manual - Paid Time Off (pg 69)

Reference:

Bill 3940

Sick Leave Bank

Bill 3940 will amend the administrative policy manual in order to combine accrued sick and vacation leave into one category, paid time-off (PTO).

- No previous actions on this item

D. Amendment to the Administrative Policy Manual - Paid Holidays (pg 74)

Reference:

Bill 3953

In order to position Raymore as an employer of choice, staff recommends adding two additional paid holidays, putting us in line with nearly all surrounding jurisdictions. The two holidays will be Juneteenth (June 19) and an additional floating holiday.

- No previous action on this item

E. Purchase of Real Estate - 317 N. Jackson Street (pg 78)

Reference:

Bill 3945

Real Estate Contract

Location Map

Bill 3945 authorizes the City to purchase the property located at 317 N. Jackson Street. The property is contiguous with land previously purchased by the City and will allow for improved access and land area to support the future development of a municipal justice center.

- No previous action on this item

F. Memorandum of Understanding - Chamber of Commerce (pg 93)

Reference:

Bill 3951

Memorandum of Understanding: Chamber of Commerce

The Raymore Chamber of Commerce Board met with the City Council in a work session on June 17, 2024, at which time the Chamber's contract with the City was discussed. The revised contract highlights the partnership between the City and the Chamber of Commerce.

- No previous action on this item

G. Utility Easement Vacation - 1200 Serenity Court (pg 100)

Reference:

Bill 3952

Staff Report

Plot Plan/Plat

Application

An application has been filed for a utility easement vacation by Ramon Vazquez of Aqua Blue Pools for lot 304 of Westbrook of Creekmoor 10th Plat, located at 1200 Serenity Court. The request is being made for the purpose of constructing an in-ground swimming pool in the rear yard.

- No previous action on this item

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

City Council Work Session Notes, February 24, 2025

City Council Work Session Notes, March 3, 2025

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council may enter an executive session before or during this

meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

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

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

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

MONTHLY DEPARTMENT REPORT FEBRUARY 2025

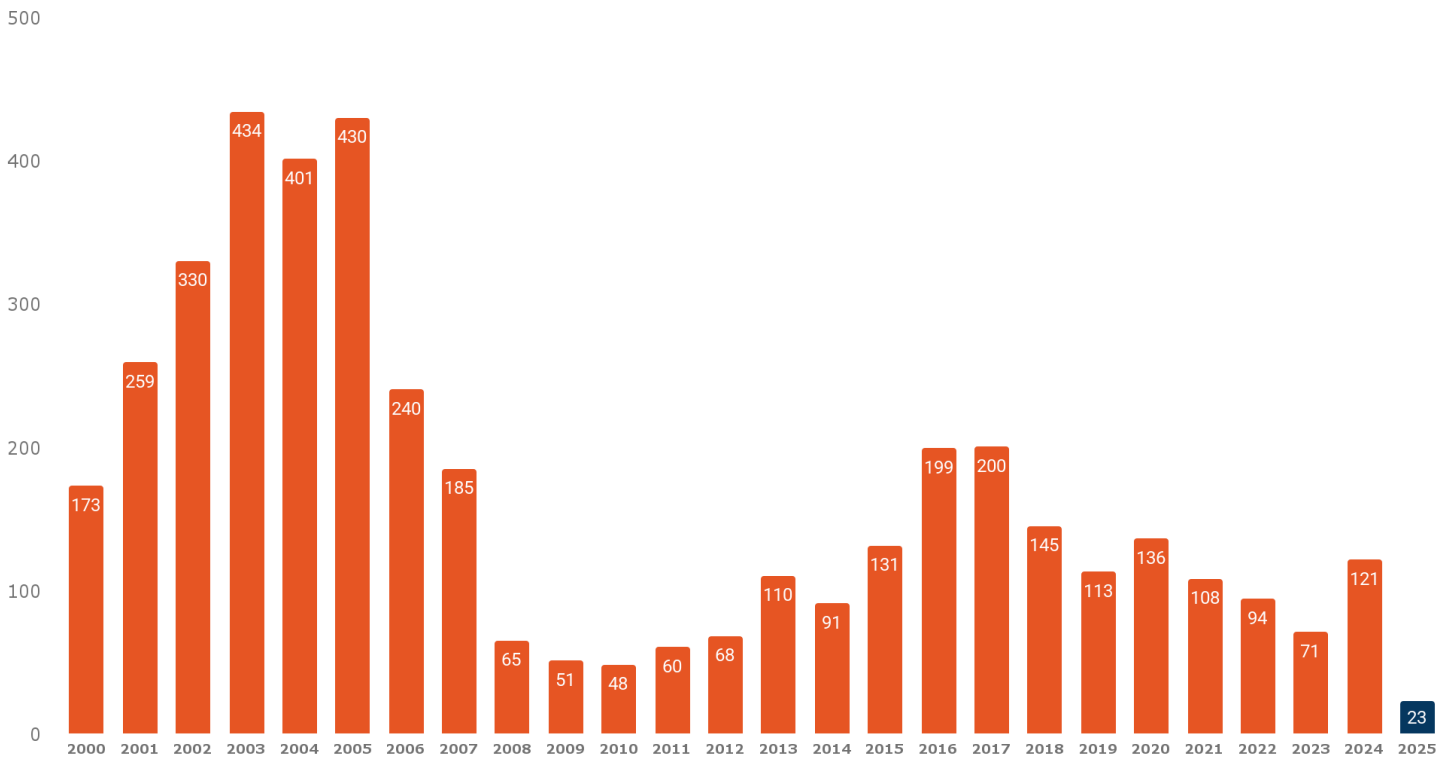
BUILDING PERMIT & INSPECTION ACTIVITY -

TYPE OF PERMIT	FEB 2025	2025 YTD	2024 YTD	2024 TOTAL
Detached Single-Family Residential	12	23	8	121
Attached Single-Family Residential	0	0	0	80
Multi-Family Residential (apartment)	0	0	0	13
Miscellaneous Residential (deck; roof)	22	57	98	733
Commercial - New, Additions, Alterations	4	5	3	35
Sign Permits	4	10	21	70
BUILDING INSPECTIONS	FEB 2025	2025 YTD	2024 YTD	2024 TOTAL
Total No. of Inspections	388	724	939	4,871
Residential Inspections	286	492	507	3,107
Commercial Inspections	102	232	432	1,764
INVESTMENT	FEB 2025	2025 YTD	2024 YTD	2024 TOTAL
Total Residential Permit Valuation	\$4,366,140	\$8,598,360.00	\$3,253,490	\$59,015,960
Total Commercial Permit Valuation	\$492,780	\$838,780.00	\$2,695,260	\$38,506,341

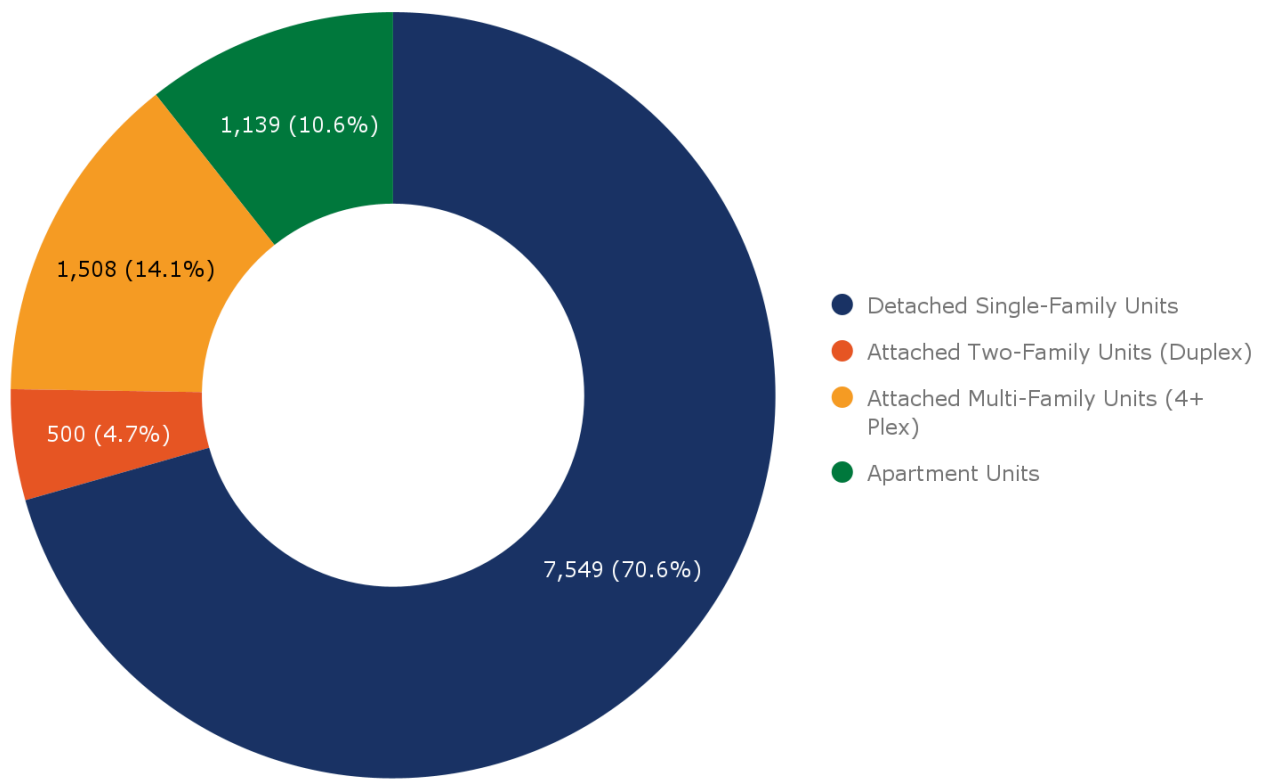
BUILDING CONSTRUCTION ACTIVITY -

- Building construction of the multi-tenant building located at [1830-1838 W. Foxwood Drive](#). Storefront windows and exterior finishings continue to progress on the project, as well as interior work.
- Tenant finish work continues at the Einstein Bros. Bagels at 1838 W. Foxwood Drive.
- Stellar Gifts & Goods started minor interior remodel work at their shop location in Willowind Shopping Center
- Building construction continues at the Ascend residential community located at Dawn Street and Sunrise Drive.

Single Family Housing Permit Trends 2000-2025



Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	FEB 2025	2025 YTD	2024 YTD	2024 TOTAL
Code Enforcement Cases Opened	40	75	101	764
<i>Notices Mailed</i>		0	0	
-Tall Grass/Weeds	0	0	0	160
- Inoperable Vehicles	20	43	59	257
- Junk/Trash/Debris in Yard	14	17	14	127
- Object placed in right-of-way	2	2	0	11
- Parking of vehicles in front yard	1	3	3	41
- Exterior home maintenance	0	2	12	83
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	0	0	0	56
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	5
Signs in right-of-way removed	39	121	113	670
Violations abated by Code Officer	3	6	7	48
Citations Issued	28	38	-	-

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

FEBRUARY 4, 2025 PLANNING AND ZONING COMMISSION -

- Raymore Gateway Lots 1-2 Final Plat, recommended approval

FEBRUARY 10, 2025 CITY COUNCIL -

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

FEBRUARY 12, 2025 BOARD OF ZONING ADJUSTMENT -

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

FEBRUARY 18, 2025 PLANNING AND ZONING -

- Meeting cancelled, no items scheduled

FEBRUARY 24, 2025 CITY COUNCIL - Regular Meeting

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

UPCOMING MEETINGS -

MARCH 4, 2025 PLANNING AND ZONING COMMISSION -

- Meeting canceled, no items scheduled

MARCH 10, 2025 CITY COUNCIL -

- 1st Reading - Easement Vacation - 1200 Serenity Court (pool)

MARCH 18, 2025 PLANNING AND ZONING -

- Madison Valley 4th Final Plat
- Comprehensive Plan Review

MARCH 24, 2025 CITY COUNCIL -

- 2nd Reading - Easement Vacation - 1200 Serenity Court (pool)

FEBRUARY DEPARTMENT ACTIVITY & EVENTS -

- Human Resources Director Shawn Aulgur and Economic Development Director Jordan Lea judged Future Business Leaders of America (FBLA) District for metro high schools.
- Economic Development Director Jordan Lea attended the Housing and Executive Committee Workforce YOU meetings.
- Economic Development Director Jordan Lea attended the Missouri Economic Development Council's (MEDC) Public Policy committee meeting and weekly Public Policy update.
- Human Resources Director Shawn Aulgur, Finance Director Elisa Williams, City Clerk Erica Hill, Senior Accountant Rachel Williams and Economic Development Director Jordan Lea attended the Women's Heart Health brunch hosted by the Raymore, Belton and Grandview Chambers of Commerce.
- Economic Development Director Jordan Lea attended UnitedWE's Missouri Public Policy Coalition meeting.



- The Board of Zoning Adjustment met on Wednesday Feb. 12, and approved a variance of use request for the undeveloped property located south of W. Pine Street, east of N. Madison (behind Casey's General Store) for the potential future development of a commercial flex space development.
- Mayor Kris Turnbow and Economic Development Director Jordan Lea attended the Mid-America Regional Council's Executive Roundtable on Solid Waste Regional Planning.
- Economic Development Director Jordan Lea judged DECA Districts for metro high schools.
- Mayor Kris Turnbow, Development Services Director David Gress and Economic Development Director Jordan Lea attended the Raymore Chamber of Commerce monthly board meeting.
- City Planner Dave McCumber participated in the annual Speed Networking event with students in the Urban Planning and Design program at UMKC. The program connects planning students with professionals in the planning field.
- Economic Development Director Jordan Lea attended the Kansas City Area Development Council's quarterly Economic Development luncheon.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce's Coffee & Conversation event at Culver's.
- Economic Development Director Jordan Lea attended the Missouri Economic Development Council's weekly legislative update meeting.
- Development Services Director David Gress and City Planner Dave McCumber attended the City Council Work Session to discuss residential design standards with the City Council.
- Development Services Director David Gress and City Planner Dave McCumber attended the meeting of the Parks and Recreation Board to support the review and adoption of the Parks Master Plan.
- City Planner Dave McCumber attended the February Happy Hour event hosted by the Kansas City Chapter of the American Planning Association.
- Mayor Kris Turnbow, Councilmembers Joseph Burke and Thomas Circo, Development Services Director David Gress, Finance Director Elisa Williams, Human Resources Director Shawn Aulgur and Economic Development Director Jordan Lea attended the ribbon cutting celebration for [Luminare Med Spa](#), located at 242 Broadmoor Drive. Luminare offers a variety of aesthetic and wellness services.



- Economic Development Director Jordan Lea facilitated the Workforce YOU Strategic Communications meeting.
- Economic Development Director Jordan Lea attended the International Economic Development Council's Emerging Leaders monthly meeting.
- Mayor Turnbow, Finance Director Elisa Williams, Communications Director Melissa Harmer, Community Engagement Coordinator Alex Garcia and Economic Development Director Jordan Lea attended the ribbon cutting celebration for [Laney's Gallery](#), located at 216 South Sunrise Drive. Laney's Gallery provides a space for people to engage in workshops, explore art therapy and share their artistic passions.



MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Raymore Municipal	Reporting Period: Feb 1, 2025 - Feb 28, 2025
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$9,482.50	Court Automation	\$862.27
Clerk Fee - Excess Revenue	\$850.90	Law Enf Arrest-Local	\$300.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$26.24	Total Other Disbursements	\$1,162.27
Bond forfeitures (paid to city) - Excess Revenue	\$65.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$21,297.00
Total Excess Revenue	\$10,424.64	Bond Refunds	\$3,418.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$24,715.50
Fines - Other	\$6,667.50		
Clerk Fee - Other	\$627.27		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$123.19		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$878.28		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$19.35		
Law Enforcement Training (LET) Fund surcharge	\$250.00		
Domestic Violence Shelter surcharge	\$500.00		
Inmate Prisoner Detainee Security Fund surcharge	\$250.00		
Restitution	\$164.50		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$230.00		
Total Other Revenue	\$9,710.09		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal		Reporting Period: Feb 1, 2025 - Feb 28, 2025	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083					
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				County: Cass County	
Telephone Number: (816)3311712		Fax Number:			
Prepared by: Angela Davis		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		63	1,448	587	
B. Cases (citations/informations) filed		3	89	27	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	1	0	
3. court/bench trial - NOT GUILTY		0	1	0	
4. plea of GUILTY in court		2	83	33	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	20	1	
6. dismissed by court		0	7	1	
7. <i>nolle prosequi</i>		0	0	3	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		2	112	38	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		64	1,425	576	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>			
1. # Issued during reporting period	39	1. # Issued during reporting period		0	
2. # Served/withdrawn during reporting period	52	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	1,776				

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, FEBRUARY 24, 2025, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, AND HOLMAN. MEMBER PRESENT VIA VIDEOCONFERENCING: COUNCILMEMBER MILLS. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

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

2. Roll Call

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

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

Laura Jerrell, 521 Forrest View Ct., Raymore, stated she represents a group of citizens for the legalization of owning backyard chickens and urged the Council to reconsider the topic.

6. Staff Reports

Public Works Director Trent Salsbury reviewed his staff report included in the Council packet. He answered questions from Council. Mr. Feuerborn stated there has been another break in the force main.

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

Communication Director Melissa Harmer reviewed the informational campaign for the Public Safety Sales Tax ballot issue. She stated there is a podcast "Say More in Raymore" for the City. She highlighted the new art displayed in the Council Chambers.

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

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, February 10, 2025

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

DISCUSSION: None

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

9. Unfinished Business

A. Award of Contract - Maintenance Service - On Call Electrical

BILL 3946: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FATBOY ELECTRIC, INC. TO PROVIDE ON-CALL ELECTRICAL SERVICES FOR THE CITY OF RAYMORE."

City Clerk Erica Hill conducted the second reading of Bill 3946 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3946 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3946 as **Raymore City Ordinance 2025-008**.

B. Award of Contract - Preventative Maintenance Services for City HVAC Systems

BILL 3947: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN

AGREEMENT WITH MARTIN MECHANICAL CONTRACTORS FOR PREVENTATIVE MAINTENANCE SERVICES OF HVAC SYSTEMS FOR CITY FACILITIES."

City Clerk Erica Hill conducted the second reading of Bill 3947 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3947 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3947 as **Raymore City Ordinance 2025-009.**

C. Reappointment of Ross Nigro as Municipal Judge

BILL 3941: "AN ORDINANCE RE-APPOINTING ROSS NIGRO, JR. AS MUNICIPAL JUDGE FOR THE CITY OF RAYMORE."

City Clerk Erica Hill conducted the second reading of Bill 3941 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3941 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3941 as **Raymore City Ordinance 2025-010.**

D. Award of Contract - City Attorney - Kapke Willerth LLC / Jonathan Zerr

BILL 3943: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPOINTING KAPKE WILLERTH, LLC AS THE CITY ATTORNEY AND SPECIAL PROSECUTOR AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3943 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3943 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3943 as **Raymore City Ordinance 2025-011**.

E. Raymore Gateway Final Plat, Lots 1-2

BILL 3944: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE GATEWAY FINAL PLAT LOTS 1 AND 2, A SUBDIVISION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3944 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3944 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3944 as **Raymore City Ordinance 2025-012.**

10. New Business

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Mr. Zerr for his contract renewal, thanked citizens for their involvement, and thanked Public Works for their work on the roads this season.

Councilmember Mills expressed the desire to discuss backyard chickens again.

13. Adjournment

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

DISCUSSION: None

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

The regular meeting of the Raymore City Council adjourned at 6:22 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 25-08

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2024 STREET PRESERVATION PROJECT."

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

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

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

Section 1. 2024 Street Preservation Project is accepted.

Section 2. The final payment in the amount of \$12,181.62 is approved.

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

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

DULY READ AND PASSED THIS 10TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 25-07

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE RAYMORE ACTIVITY CENTER PHASE II PROJECT."

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

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

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

Section 1. Raymore Activity Center Phase II Project is accepted.

Section 2. The final payment in the amount of \$301,567.81 is approved.

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

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

DULY READ AND PASSED THIS 10TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 25-09

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE CENTERVIEW DETENTION LANDSCAPING PROJECT."

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

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

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

Section 1. Centerview Detention Landscaping Project is accepted.

Section 2. The final payment in the amount of \$20,895.03 is approved.

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

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

DULY READ AND PASSED THIS 10TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Engineering

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - On-Call Material Testing (pg 22)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To: CFS Engineers

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
3/24/2025

Estimated End Date
3/23/2028

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3950
2. Contract

BACKGROUND / JUSTIFICATION

The City's Public Works Department has an occasional need for professional materials testing and geo-technical services such as soil borings and asphalt and concrete testing associated with CIP projects.

Staff issued a Request for Qualifications to material testing firms. The following firms submitted a response:

CFS Engineers

Braun Intertec

Staff reviewed the statement of qualifications submitted and recommends the City retain the services of CFS Engineers to provide On-Call Materials Testing Services for a three-year period.

BILL 3950

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CFS ENGINEERS TO PROVIDE ON-CALL MATERIALS TESTING SERVICES."

WHEREAS, the City has occasional needs for professional materials testing services; and,

WHEREAS, the staff publicly advertised for On-Call Materials Testing Services; and,

WHEREAS, staff reviewed the proposals submitted and found that the proposal of CFS Engineers was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed to enter into a guaranteed pricing contract with CFS Engineers to provide On-Call Materials Testing Services.

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

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

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

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

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

On Call Material Testing

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 24th day of March, 2025 between CFS Engineers, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1421 E 104th Street, Suite 100, Kansas City, MO 64131, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

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

This contract is effective as of March 24, 2025 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #25-002 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu #25-002 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

Payment and fee schedules attached. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately

terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

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

ARTICLE IX WARRANTY

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

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment

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

ARTICLE XI
ENTIRE AGREEMENT

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

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

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

(CONSULTANT'S NAME)

By: _____

Title: _____

Attest: _____

(SEAL)

Appendix A
Scope of Services

Attached.

Appendix B

General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Public Works 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*

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

C. *Insurance*

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

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. *Release of Information*

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

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

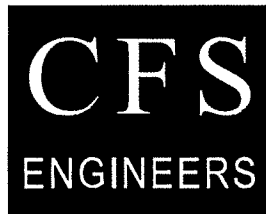
Pursuant to 285.530 RSMo, the consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

QUALIFICATION FORM D



Field Services	Rate
Technician for Soils, Concrete, and Asphalt Testing	\$78.00 / hour
Structural Steel Technician	\$125.00 / hour
Equipment Charge (Soils and Concrete)	\$40.00 / day
Vehicle Charge (KC Metro Area)	\$30.00 / trip
Sample Pick Up (Proctors and Concrete Cylinders)	\$200.00 / trip
Lab Testing	Rate
Standard Proctor (ASTM D-698)	\$200.00 / test
Atterberg Limits (ASTM D-4318)	\$85.00 / test
Sieve Analysis "Gradation" (ASTM C-136)	\$200.00 / test
Concrete Cylinders (ASTM C-39)	\$15.00 / each
Asphalt Content / Gradation	\$300.00 / test
Full- Asphalt Lab Testing	\$650.00 / test
Deleterious Material	\$150.00 / each
Management & Administration	Rate
Senior Engineer	\$215.00 / hour
Project Engineer	\$165.00 / hour
Project Set Up Charge	\$100.00
Report Review and Administration	Invoiced at 10% of Total

- Services and fees not listed will be quoted upon request.
- All field testing services are portal to portal our Kansas City, Kansas facility (2 hour minimum).
- The prices listed above include electronic transmission of reports in accordance with your instructions.
- Overtime rates will apply for services over 8 hours per day and performed on Saturdays, Sundays and Holidays.

QUALIFICATION FORM D

QUOTE FORM D

Fee

Cost, complete to provide professional services as outlined in RFQu #25-002

List of services and costs may be attached to this quote form.

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

Form D - Quote
RFQu: 25-002
On Call Material Testing
Firm Name



ON CALL MATERIAL TESTING

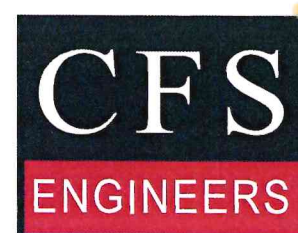
RFQ NUMBER: 25-002

Submitted to:
CITY OF RAYMORE, MISSOURI

Submitted by:
COOK, FLATT & STROBEL ENGINEERS, PA

February 18, 2025

ONE VISION. ONE TEAM. ONE CALL.





Cook, Flatt & Strobel Engineers, P.A.
1421 E 104th Street, Suite 100
Kansas City, Missouri 64131
816.333.4477 | www.cfse.com

February 19, 2025

City of Raymore, Missouri
100 Municipal Circle
Raymore, Missouri 64083

Re: Request for Qualifications | On-Call Material Testing | RFQu No. 25-002

Cook, Flatt & Strobel Engineers (CFS) is pleased to offer on-call materials testing services for the for the City of Raymore. For over 30 years, construction inspection and materials testing have been at the core of CFS's business. Our team has extensive experience and expertise in providing these services for trails, roadways, bridges, complete streets, and utility coordination projects across multiple communities and Departments of Transportation (DOTs).

Our highly skilled team conducts thorough construction inspections, performs essential materials testing, and provides detailed reporting to ensure that every aspect of the project meets local, state, and federal standards. Our approach is proactive, collaborative, and focused on delivering quality results while adhering to the project timeline and budget.

Our materials testing laboratory and field staff office is located 30 miles from the City, ensuring prompt access and response times. We are committed to maintaining the highest standards of quality, safety, and efficiency to support the successful completion of the project.

For several years, CFS developed an outstanding working relationship with the City of Raymore. We have been a part of several planning, design and construction projects within the city helping the city grow and move forward. CFS is eager to collaborate with you again as an extension of your team, and we look forward to your positive review of our proposal.

Respectfully Submitted,
Cook, Flatt & Strobel Engineers, PA

A handwritten signature in blue ink, appearing to read 'Adam McEachron', is positioned below the typed name.

Adam McEachron, PE
Project Manager / Point of Contact
913.627.9040 | adamm@cfse.com

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COMPANY INFORMATION

CFS is a full-service civil engineering consulting firm that provides professional engineering, transportation, and environmental services throughout the Midwest. Our staff of over 110 professionals offers client-focused solutions for public infrastructure, private development, structural, geotechnical, and survey projects. CFS is always striving to provide state-of-the-art solutions while maintaining stability as a medium-sized firm. Our focus on core values such as service and project quality has helped us partner with hundreds of communities and clients throughout the Midwest for the past 60 years.

To Cook, Flatt & Strobel, engineering is more than eye-pleasing design. To us, engineering means relationships, community, and trust while forging lasting, reliable partnerships with common goals. We are strategic thinkers, detailed producers, and innovative problem solvers. We work hard to deliver quality with passion while remaining flexible and dependable.

Our team includes dynamic professionals passionate about tackling challenges and generating real-world, common-sense solutions. Within each project, we strive to improve quality of life, protect natural resources, and better the environment. CFS integrates a broad range of services within one organization, offers comprehensive approaches to clients, and provides expertise to infrastructure challenges.

We're not just an engineering firm; we're an extension of your values and hard work.

CONSTRUCTION OBSERVATION & TESTING

CFS has provided construction observation and materials testing services for over 30 years. Our certified inspectors and managers collaborate closely with clients to review construction activities based on design and contract documents. We ensure that projects remain within the allocated budget and meet scheduled deadlines. Our team is committed to continuous training and uses certified equipment.

contact information

Adam McEachron, PE
Project Manager | Point of Contact
913.627.9040
adammm@cfse.com



MATERIALS TESTING

Our team of certified technicians provide testing of structural steel, soils, concrete, aggregate, asphalt, and masonry. We perform laboratory testing. Our laboratory is certified by AASHTO R-18 AMRL and CCRL, and all testing is performed per the current ASTM or AASHTO procedures. Our team of professionals is certified by the American Concrete Institute (ACI), the International Code Council (ICC), the National Institute for Certification of Engineering Technologies (NICET), and the American Welding Society (AWS). The Kansas City, Kansas office has one of the four (4) labs that our firm has to offer.

MATERIALS TESTING

- » Soils and Aggregates
- » Concrete
- » Asphaltic Concrete
- » Gunite and Shotcrete
- » Masonry Block, Brick, Grout, Mortar and Assembled Prisms
- » Metals and Reinforcing Steel
- » Wood

SPECIAL INSPECTIONS

Certified inspectors provide services on-site and at fabrication shops

- » Reinforced and Prestressed Concrete
- » Reinforcing Steel
- » Structural Welding
- » High-Strength Bolting
- » Structural Masonry
- » Spray-Applied Fireproofing
- » Grading
- » Piling and Drilled Piers
- » Shotcrete



COMPANY INFORMATION Key Team Members

ADAM McEACHRON PE **JAKE ENGLER** PE

Project Manager / Point of Contact Inspection / Testing QA

TRACY WELHOFF

Construction Inspection
Materials Testing



Mr. McEachron has 20 years of experience in geotechnical engineering, laboratory testing, and construction inspection. He supervises engineering technicians to ensure quality control for residential and commercial construction projects. Adam coordinates projects and resolves any conflicts that may arise. He also monitors project budgets, performs cost estimates of construction materials testing and inspection for all types of projects, and communicates with contractors and engineers to address on-site issues. Additionally, Adam supervises and coordinates personnel in the construction materials laboratory and reports laboratory findings.

experience
20 years

education
MBA
BS / Civil Engineering

registrations / certifications
Professional Engineer: MO | KS
ACI Concrete Technician | Grade I



Mr. Engler and his experience were part of the strategy to grow CFS's materials testing and construction inspection expertise. Mr. Engler has almost ten years of experience managing geotechnical engineering projects from the proposal phase to the completion of construction. Jake specializes in construction materials testing, geotechnical engineering, and environmental engineering. He oversees the geotechnical engineering departments, the soils and concrete certified lab, marketing responsibilities, employee training, and establishing and maintaining client relations. Jake is responsible for quality control of most reports and geotech recommendations for commercial and municipal projects.

experience
12 years

education
BS / Civil Engineering

registrations / certifications
Professional Engineer: MO
ACI Concrete Technician | Grade I
ACI Strengths



As a senior inspector who provides specialized testing and inspection services to public and private sector projects, Mr. Capps has a proven track record. His expertise extends to inspecting and testing reinforced concrete, masonry structures, post-installed anchors, elevated decks, soils, and asphalt. With the capacity to read project plans in detail, he ensures that the specifications are met and maintained. Mike works closely with contractors, engineers, and clients to ensure the project is executed seamlessly.

experience
27 years

registrations / certifications
ACI Concrete Field Tester - Grade 1
ACI Adhesive Anchor Inspector
ICC Soils / Concrete / Masonry
Nuclear Density Radiation Safety
PTI Unbonded Inspection Level 2
PT Unbonded Repair Inspection Level 1

TYLER STEUSLOFF

Senior Inspector / Materials Testing



Mr. Steusloff inspects and tests construction materials such as soil, concrete, foundation, reinforcing steel, and structural masonry. In addition, his expertise includes testing and certifying floor flatness. Tyler uses his abilities to analyze and communicate with the contractor and client teams to navigate projects and any problems that may arise.

experience

5 years

education

MS / Natural Resources
BS / Environmental Science

registrations / certifications

ACI Concrete Field Tester - Grade 1
ACI Concrete Construction Special Inspector
ICC Soils / Masonry / Fireproofing
HILTI Firestopping
Nuclear Density Radiation Safety

AARON BADE

Senior Inspector / Materials Testing



Mr. Bade has over eight years of experience in construction inspection and materials testing. Mr. Bade possesses excellent planning and code-reading skills. He understands concrete, soils, anchoring systems, masonry, fireproofing and fire stopping, wood framing inspection, and soil lab management. Aaron has worked on both small-scale and large-scale public and private projects. Additionally, he is skilled in coordinating various tasks and effectively communicating with others.

experience

13 years

registrations / certifications

ACI Concrete Field Tester - Grade 1
ICC Soils / Reinforced Concrete
ICC Masonry / Fireproofing
PTI Unbonded Inspection Level 2
PT Unbonded Repair Inspection Level 1
Nuclear Density Radiation Safety

LIZ MYERS

Construction Inspection
Materials Testing



Ms. Myers is a highly motivated, detail-oriented technician who inspects and tests construction materials for public and private projects. She has experience performing basic tests on concrete, soil, and asphalt and is proficient in inspections involving reinforcing steel, masonry, post-tensioned concrete, vibratory stone columns, and post-installed anchors. Her strong analytical skills and attention to detail enable her to follow technical specifications and ensure that construction processes comply with regulatory and project-specific requirements.

experience

2 years

education

BS / Microbiology

registrations / certifications

ACI Concrete Field Tester - Grade 1
ICC Special Inspector General Requirements
Nuclear Density Radiation Safety

MIKE CAPPS

Construction Inspection
Materials Testing



As a senior inspector who provides specialized testing and inspection services to public and private sector projects, Mr. Capps has a proven track record. His expertise extends to inspecting and testing reinforced concrete, masonry structures, post-installed anchors, elevated decks, soils, and asphalt. With the capacity to read project plans in detail, he ensures that the specifications are met and maintained. Mike works closely with contractors, engineers, and clients to ensure the project is executed seamlessly.

experience

17+ years
2.5 years with CFS

education

BS / Political Science

registrations / certifications

MoDOT / KDOT Certified Inspector
ACI Concrete Field Tester - Grade 1
ICC Soils
Nuclear Density Radiation Safety

SHAYLA KELLEY

Construction Inspection
Materials Testing



Ms. Kelley has two years of experience in municipal, commercial, and industrial construction projects. Her expertise includes the inspection and materials testing of soils, reinforced concrete, asphalt, and various other specialties. Shayla is skilled in reading plans and ensuring compliance with project specifications. She collaborates closely with contractors, engineers, and clients to ensure the success of each project.

experience

2 years
2 years with CFS

registrations / certifications

ACI Concrete Field Tester - Grade 1
Nuclear Density Radiation Safety

YVONNE BEATY

Reporting Quality Assurance



Ms. Beaty is an experienced construction project inspector with a wealth of knowledge in municipal, commercial, and industrial projects. Her current role is providing quality assurance/control for our inspection and testing reporting. Ms. Beaty produces detailed, accurate reports to ensure compliance with industry standards and regulatory requirements. Yvonne excels at interpreting project plans and ensuring construction meets the required standards. She works closely with contractors, engineers, clients, and inspectors to help ensure the successful completion of all construction projects. She is known for her strong communication skills, proactive approach to problem-solving, and commitment to continuous improvement in quality assurance practices.

experience

10.5 years

education

BS / Soil Science

registrations / certifications

ACI Concrete Field Tester - Grade 1
ACI Post-Installed Concrete Anchor
Installation Inspector
ICC Soils / Reinforced Concrete
ICC Masonry / Fireproofing
Nuclear Density Radiation Safety

COMPANY INFORMATION Supporting Personnel

CFS has established a team of highly trained and certified construction inspectors. We have a strong track record of delivering inspection services across Missouri and Kansas. Our team receives continuous training and has access to the latest technology to guarantee top-notch inspections. The matrix below demonstrates the extensive range of certifications held by our inspectors.

CFS Certified Technicians

	ACI Certifications				ICC Certifications			
	Concrete Field I	Concrete Strength	Associate Reinforced Concrete	Post Installed Anchors	Soils	Reinforced Concrete	Structural Masonry	Fireproofing
Tyler Steusloff	X		X		X		X	X
Aaron Bade	X				X	X	X	X
Elisabeth Myers	X							
Eric Howard	X				X			
Ken Burnett	X							
Adam McEachron	X							
Aaron Fisher	X							
Yvonne Beaty	X			X	X	X	X	X
Jake Engler	X	X						
Mike Duke	X	X						
Tracy Welhoff	X			X	X	X	X	
Mike Capps	X							
Shayla Kelley	X							

MoDOT Certifications

	Aggregate Tech	Superpave	Tensile Strength	Bituminous Tech	Concrete Field	Field Density	HMA Aggregate	Plasticity Index
Mike Capps	X	X	X	X	X	X	X	X
Shayla Kelley	X				X	X	X	

Structural Steel Certifications

	AWS/CWI	ASNT LVL II	API 653	API 510	API 570	STI SP001	ICC Steel/Bolting
Matt Christopher							

QUALIFICATION FORM A

QUALIFICATION FORM A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Sabin Yanez, P.E. having authority to act on behalf of (Company name) Cook, Flatt, & Strobel Engineers (CFS) do hereby acknowledge that (Company name) Cook, Flatt & Strobel Engineers (CFS) 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: Cook, Flatt & Strobel Engineers, P.A. (CFS)

ADDRESS: 1100 W Cambridge Circle Drive, Suite 700
Street

ADDRESS: Kansas City Kansas 66103
City State Zip

PHONE: 913.627.9040

E-MAIL: syanez@cfse.com

DATE: 02/11/2025 Sabin A. Yanez Senior Vice President
(Month-Day-Year) Signature of Officer/Title

DATE: 02/11/2025 [Signature] Associate
(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

QUALIFICATION FORM B

RFQu 25-002

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 ☒
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

RFQu 25-002
On Call Material Testing
Page 20 of 24

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 the same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the 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 CFS Engineers

QUALIFICATION FORM C RFQu 25-002

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	Paslay Managment Group (Owner Rep for KC Aviation)
ADDRESS	209 West 2nd Street, Suite 309 Fort Worth, TX 76102
CONTACT PERSON	Jim Ivy - Implementation Manager
CONTACT EMAIL	
TELEPHONE NUMBER	972.550.1062
PROJECT, AMOUNT AND DATE COMPLETED	New KCI Single Terminal Airport Amount - Insp/Testing: \$1.4B Completed: February 2023

COMPANY NAME	City of Blue Springs, Missouri
ADDRESS	903 W Main Street Blue Springs, MO 64015
CONTACT PERSON	Dennis Dovel - Parks & Recreation Director
CONTACT EMAIL	ddovel@bluespringsgov.com
TELEPHONE NUMBER	816.228.0265
PROJECT, AMOUNT AND DATE COMPLETED	Blue Springs Aquatic Center Amount - Insp/Testing: \$99,925 Completed: 2024

COMPANY NAME	Clay County Planning & Zoning
ADDRESS	234 W. Shrader, Suite C Liberty, MO 64068
CONTACT PERSON	Kipp Jones - Planning & Zoning Director
CONTACT EMAIL	kjones@claycountymo.gov
TELEPHONE NUMBER	816.407.3380
PROJECT, AMOUNT AND DATE COMPLETED	Clay County Law Enforcement Training Center Amount - Insp/Testing: \$23,377 Completed: Under Construction

COMPANY NAME	Lee's Summit R-7 School District
ADDRESS	502 SE Transportation Drive Lee's Summit, MO 64801
CONTACT PERSON	Kyle Gorrell - Director of Facilities
CONTACT EMAIL	kyle.gorrell@lsr7.net
TELEPHONE NUMBER	816.986.2425
PROJECT, AMOUNT AND DATE COMPLETED	Lee's Summit School District On-Call Inspection / Testing Amount - Insp/Testing: \$674,013 Completed: 2020-2024

COMPANY NAME	Wil-Pav Inc.
ADDRESS	12900 E Kentucky Road Sugar Creek, MO 64050
CONTACT PERSON	Dan Ward - Project Manager
CONTACT EMAIL	dan@wilpav.com
TELEPHONE NUMBER	816.935.3422
PROJECT, AMOUNT AND DATE COMPLETED	Raymore Trails / Johnston Drive Improvements Materials Testing Amount - Insp/Testing: \$19,525 Completed: 2024

State the number of Years in Business: 64

State the current number of personnel on staff: 103

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

Name/Consultant: Sabin Yanez
Company: Cook, Flatt & Strobel Engineers (CFS)
Address: 1421 E 104th Street, Suite 100 Kansas City, MO 64131

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #25-002
- 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.

(Company Name) Cook, Flatt & Strobel Engineers (CFS)

Sabin D. Yanez
Signature

Name: Sabin Yanez

Title: Senior Vice President

Subscribed and sworn to before me this 11 day of February, 2025.

STATE OF Missouri COUNTY OF Benton

Notary Public:

Carrie Roberts

CARRIE ROBERTS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 29, 2025
BENTON COUNTY
COMMISSION #13475067

My Commission Expires: 4/29/2025

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

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

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Cook, Flatt and Strobel Engineers, PA (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following 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:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 200575

Approved by:

Employer Cook, Flatt and Strobel Engineers, PA	
Name (Please Type or Print) Robert S Chambers	Title
Signature Electronically Signed	Date 03/24/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/24/2009



Concrete Slump Testing

ADDITIONAL INFORMATION



ADDITIONAL INFORMATION Project Experience

RAYMORE TRAILS

Raymore, Missouri

CFS was selected to conduct construction inspection and testing for Wil-Pav during the Raymore Trails project. Our team carried out inspections and materials testing on the soil subgrade and the concrete for multiple trails. This trail is part of a total reconstruction of Ward Road, which will include adding curbs and gutters, a new bridge, stormwater improvements as well as side street connections.



58 HWY / 173RD STREET IMPROVEMENTS

Belton, Missouri

Superior Bowen chose CFS to perform construction inspection and testing for roadway improvements on the MoDOT project in Belton, Missouri. These improvements involved widening existing roadways, adding sidewalks, upgrading intersections, and ensuring ADA compliance. Our team conducted inspections and materials testing on the soil subgrade and the concrete used for the roadways and public sidewalks.



PLATTE PURCHASE DRIVE INFRASTRUCTURE / UTILITY IMPROVEMENTS

Kansas City, Missouri

As the City of Kansas City sees continued growth in the Northland, CFS Engineers was selected to perform construction administration and inspection for all the significant infrastructure improvements associated with three roadways. Our duties included pre-construction coordination, project documentation, and coordination with City staff, the developer, utilities, and the general contractor. Infrastructure under construction includes underground utilities, stormwater improvements, water line upgrades, roadways, bike lanes, ADA-compliant sidewalks, and multi-use paths. Additionally, CFS was available to provide materials testing as needed.



KCI SINGLE TERMINAL AIRPORT

Kansas City, Missouri

The CFS Team, which included Pfefferkorn Engineering, conducted on-site construction inspection and materials testing for the new roadways, utilities, and terminal building. Our testing work for this \$1.4 billion project involved concrete, soils, aggregates, auger cast piles and structural steel. In addition, the CFS survey team was on-site, providing accurate three-dimensional confirmation of all utility relocations and new airport terminal roadways.



LEE'S SUMMIT SCHOOL DISTRICT IMPROVEMENTS

Lee's Summit, Missouri

As part of an on-call inspection and testing services contract, our team provided special inspection and materials testing for the following:

- » Lee's Summit West Football Stadium Improvements
- » Lee's Summit North Press Box Addition
- » Lee's Summit High School Press Box Addition
- » Lee's Summit School Track Improvements



ST. PIUS X HIGH SCHOOL FOOTBALL STADIUM AND ALUMNI CENTER

Kansas City, Missouri

This project encompassed the site planning and design for a turf football field, a parking lot, an alumni center, and landscaping and utility infrastructure installation.

CFS was responsible for conducting surveys, providing geotechnical services, designing storm drainage and parking lots, and overseeing the landscaping and civil engineering aspects. We closely coordinated with the city, handled the MDNR permit application, and developed the SWPPP.

Our special inspection and materials testing team provided full time inspection and testing for the concession stand, press box and sports support building as well. Our team is currently providing inspection and testing for the new football training facility.





One Vision. One Team. One Call.

CFS Engineers
1421 E 104th Street
Suite 100
Kansas City, MO 64131
816.333.4477





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Voiding Ordinance 2025-056 and Terminating Authorizations (pg 61)

STRATEGIC PLAN GOAL / STRATEGY

4.1.3 Continuously improve the City's governance processes

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3948
2. 2024-12-09 Ord 2024-056 Bill 3930

BACKGROUND / JUSTIFICATION

Bill 3948 seeks to void the legislative actions and authorizations provided for in Ordinance 2024-056 which was approved by the City Council on December 9, 2024.

Ordinance 2024-056 authorized an amendment of the zoning map for the White Tail Run

development from "R-1" Single Family Residential to "PUD" Planned Unit Development. Under the Unified Development Code, a PUD zoning designation requires the approval of a preliminary development plan. In the case of White Tail Run, the preliminary development plan was incorporated into and made a part of a Memorandum of Understanding (MOU) between the City and Sallee Development, Inc.

Ordinance 2024-056 authorized the City Manager to enter into an MOU with Sallee Development, Inc. With the approval of the MOU came the rezoning of the White Tail Run development and the approval of the required preliminary development plan.

Following the approval of Ordinance 2024-056, City staff received separate written confirmations from representatives of Sallee Development, Inc. and Green Grass Investments, LLC (the owner of the property) that their contractual arrangements for the sale and purchase of the property had been allowed to lapse. The notification from Sallee Development, Inc. and Green Grass Investments also advised that negotiations had been terminated and that Sallee Development, Inc. would not be proceeding forward with the development. The termination of the contract and removal of Sallee Development, Inc. prior to acquiring ownership of the property make performance of the MOU impossible. It also makes assignment of the MOU impossible for Sallee Development, Inc.

In light of the impossibility of performance and assignment by the identified developer (Sallee Development, Inc.), staff recommends approval of Bill 3948 so as to provide clarification and to remove any confusion as to the status of the White Tail Run development, including its zoning designation, the effectiveness of the MOU, and the imposition of the preliminary development plan.

BILL 3948**ORDINANCE****"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VOIDING ORDINANCE 2024-056 AND TERMINATING ALL AUTHORIZATIONS, ACTS, AND CONDITIONS PROVIDED FOR THEREIN."**

WHEREAS, on December 9, 2024, the City Council for the City of Raymore voted to approve and adopt Bill 3930 authorizing the amendment of the zoning map from R-1 (Single Family Residential District) to PUD (Planned Unit Development), and approving the White Tail Run Preliminary Development Plan ("Preliminary Development Plan") for a 185.78 acre tract ("Tract") of land located South of 195th Street, East of Elk Drive, in Raymore, Cass County, Missouri ("Raymore"); and,

WHEREAS, the PUD zoning designation under the Unified Development Code of Raymore, requires the approval of a preliminary development plan as a condition precedent to such PUD zoning designation effectiveness; and,

WHEREAS, the Preliminary Development Plan for the Tract was incorporated into, and made a part of, a Memorandum of Understanding ("MOU") with the developer, Sallee Development, Inc. ("Sallee"); and,

WHEREAS, Ordinance 2024-056 approved an MOU with Sallee and authorized the City Manager of Raymore to execute the MOU; and,

WHEREAS, following the adoption of Ordinance 2024-056, representatives of Sallee notified Raymore in writing that they had failed to acquire ownership of the Tract subject to the PUD, the Preliminary Development Plan, and the MOU; and,

WHEREAS, following the adoption of Ordinance 2024-056, representatives of Green Grass Investments, LLC, the owner of the Tract, independently notified the City in writing that negotiations with Sallee for the acquisition of the Tract had been terminated; and,

WHEREAS, the failure of Sallee to acquire ownership of the Tract makes performance of the MOU and the Preliminary Development Plan by the authorized parties impossible; and,

WHEREAS, Raymore has determined the need to provide clarification and instruction as to the MOU, the zoning map, and the Preliminary Development Plan by taking the legislative action of voiding Ordinance 2024-056, including all authorizations, acts, and conditions provided for therein.

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

Section 1. Voiding Ordinance. The City Council hereby voids the authorizations, acts, and conditions provided for within Ordinance 2024-056 on the basis of impossibility of performance and/or allowable assignment of the Memorandum of Understanding by Sallee Development, Inc.

Section 2. Instructions to Staff. As the preliminary development plan and MOU are conditions precedent to the PUD zoning designation, staff is instructed as follows:

(a) Zoning Map. Take no action in changing the zoning map from the R-1 (Single Family Residential District) and notify Sallee Development, Inc. and Green Grass Investments, LLC in writing of such continued designation; and,

(b) Memorandum of Understanding. Refrain from execution of the Memorandum of Understanding, and notify Sallee Development, Inc. and Green Grass Investments that the Memorandum of Understanding will not be executed, nor entered into, by Raymore due to the impossibility of Sallee Development, Inc. to either assign any rights, nor perform its obligations therein; and,

(c) Preliminary Development Plan. Identify any files of Raymore containing the preliminary development plan approved by Ordinance 2024-056 as having been voided by this action and thereafter notify Sallee Development, Inc. and Green Grass Investments, LLC of such voided preliminary development plan.

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

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

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, AND APPROVING THE WHITE TAIL RUN PRELIMINARY DEVELOPMENT PLAN, A 185.78 ACRE TRACT OF LAND LOCATED SOUTH OF 195TH STREET, EAST OF ELK DRIVE, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on October 15, 2024, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on November 25, 2024, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

Section 1. The City Council makes its findings of fact on the application and accepts the recommendation of the Planning and Zoning Commission.

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "R-1" Single-Family Residential District to "PUD" Planned Unit Development District, for the following property:

A tract of land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, said tract more particularly described as follows: Beginning at the North Quarter Corner of said Section 33; thence South 87 degrees 10 minutes 18 seconds East along the North line of said Section 33, a distance of 1307.99 feet; thence South 2 degrees 27 minutes 41 West, a distance 2657.77 feet; thence South 2 degrees 01 minutes 01 seconds West, a distance of 671.22 feet; thence North 86 degrees 57 minutes 18 seconds West, a distance of 593.22 feet; thence South 79 degrees 04 minutes 10 seconds West, a distance of 186.67 feet; thence North 2 degrees 16 minutes 55 seconds West, a distance of 137.28 feet; thence along a curve to the right having an initial tangent bearing of South 87 degrees 43 minutes 05 seconds West and a radius of 425.00 feet, an arc distance of 65.38 feet; thence South 6 degrees 31 minutes 58 seconds West, a distance of 140.00 feet; thence North 80 degrees 06 minutes 53 seconds West, a distance of 432.13 feet; thence South 77 degrees 13 minutes 20 seconds West, a distance of 390.93 feet; thence North 70 degrees 24 minutes 39 seconds West, a distance of 462.40 feet; thence North 19 degrees 21 minutes 59 seconds West, a distance of 246.10 feet; thence North 1 degrees 15 minutes 24 seconds East, a distance of 262.41 feet; thence North 26 degrees 19 minutes 29 seconds East, a distance of 499.14 feet; thence North 87 degrees 25 minutes 18 seconds West, a distance of 246.26 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 162.04 feet; thence North 87 degrees 22 minutes 04 seconds West, a distance of 360.00 feet; thence 2 degrees 34 minutes 42 seconds West, a distance of 144.42 feet; thence 87 degrees 08 minutes 02 seconds West, a distance of 365.92 feet; thence North 2 degrees 49 minutes 34 seconds East, a distance of 1354.59 feet to the Southwest corner of Lot 60 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87 degrees 10 minutes 26 seconds East, a distance of 125.00 feet; thence South 2 degrees 49 minutes 34 seconds West, a distance of 35.00 feet; thence South 87 degrees 10 minutes 26 seconds East, a distance of 551.21 feet; thence North 59 degrees 08 minutes 57 seconds East, a distance of 140.81 feet; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 80.00 feet; thence along a curve to the right having an initial tangent bearing of North 34 degrees 09 minutes 01 seconds West and a radius of 410.00 feet, an arc distance of 201.47 feet; thence North 5 degrees 59 minutes 44 seconds West, a distance of 140.95 feet; thence along a curve to the right tangent to the preceding course and having a radius of 410.00 feet, an arc distance of 302.43 feet; thence North 36 degrees 11 minutes 49 seconds East, a distance of 217.36 feet; thence along a curve to the left tangent to the preceding course and having a radius of 490.00 feet, an arc distance of 285.38 feet; thence North 2 degrees 49 minutes 37 seconds East, a distance of 143.17 feet to a point on said North line; thence South 87 degrees 10 minutes 47 seconds East, a distance of 611.31 feet to the Point of Beginning.

Together with an Ingress/Egress Easement:

A tract of land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, the centerline of which being more particularly described as follows:

Commencing at the Southeast corner of Lot 53 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 40.00 feet to the Point of Beginning of a centerline description for Ingress and Egress Easement being 40.00 feet on either side of the following described centerline; thence along a curve to the left having an initial tangent bearing of South 34 degrees 26 minutes 43 seconds East and a radius of 450.00 feet, an arc distance of 297.00 feet; thence along a reverse curve having a radius of 500.00 feet, an arc distance of 200.38 feet; thence South 49 degrees 17 minutes 57 seconds East, a distance of 159.96 feet; thence South 40 degrees 42 minutes 03 seconds West, a distance of 30.47 feet; thence South 67 degrees 30 minutes 31 seconds West, a distance of 652.27 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 463.85 feet to the Point of Termination.

Section 3. Preliminary Development Plan. The Preliminary Development Plan submitted as part of the "PUD" zoning request is attached within the Memorandum of Understanding, identified as Exhibit A, and shall now be determined to be the approved development plan for the property described above.

Section 4. Memorandum of Understanding (MOU). The MOU between the City of Raymore, Missouri and Sallee Development Inc. is approved and the City Manager is directed to execute said agreement on behalf of the City of Raymore, Missouri.

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

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

DULY READ THE FIRST TIME THIS 25TH DAY OF NOVEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

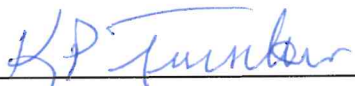
Councilmember Abdelgawad	Aye
Councilmember Baker	Nay
Councilmember Barber	Absent
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Nay

ATTEST:

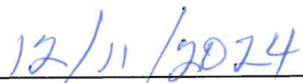


Erica Hill, City Clerk

APPROVE:



Kristofer P. Turnbow, Mayor



Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Human Resources

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Amendment to the Administrative Policy Manual - Paid Time Off (pg 69)

STRATEGIC PLAN GOAL / STRATEGY

4.2.1 Position Raymore as an employer of choice in the region

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
4/6/2025

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3940
2. Sick Leave Bank

BACKGROUND / JUSTIFICATION

During the last budget year, Administration began discussing the idea of making a change to the administrative policy manual to combine an employee's sick and vacation time into one category, Paid Time-Off (PTO). Human Resources surveyed surrounding municipalities

and found the majority have PTO instead of separating out sick and vacation time. This change will streamline the process for HR and Finance in PTO calculations, will allow employees to manage their time off as one category, and will increase the maximum accrual amount that could be paid to an employee when leaving the City to 600 hours (a 40 hour increase). Included in the Council packet is the process HR will follow to convert an employee's accrued sick leave to PTO. Accrued vacation hours will be transferred at 100%.

BILL 3940**ORDINANCE****"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ADMINISTRATIVE POLICY MANUAL REFLECTING CHANGES IN THE CALCULATION OF VACATION AND SICK LEAVE INTO ONE CATEGORY, PAID TIME OFF (PTO)."**

WHEREAS, Administration and Human Resources have reviewed best practices regarding the delineation of sick time and vacation time versus a straight PTO designation, and,

WHEREAS, combining sick time and vacation time into one paid-time off category benefits the employee and the City, and,

WHEREAS, Administration recommends adopting the new PTO policy and the corresponding provisions associated with the change,

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

Section 1. The City Manager is hereby directed to amend the Administrative Policy Manual to insert the following PTO chart and remove the existing vacation and sick leave policies.

Full-time accrual rates:

Years of Service	Accrual Rate per Bi-Monthly Pay Period	Annual PTO Accrual*	Maximum Accrual**
1-4	8 hours	192 hours	600 hours
5-9	10 hours	240 hours	600 hours
10-14	12 hours	288 hours	600 hours
15-19	14 hours	336 hours	600 hours
20+	16 hours	384 hours	600 hours

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

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

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

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF MARCH, 2024 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

Sick Leave Bank Standard Operating Procedure (Post PTO Implementation 2025)

Purpose

The Sick Leave Bank policy governs how accrued sick time will be converted and managed. The conversion process is as follows:

- **25%** of an employee's accrued sick time will be converted at **100%** value into PTO (Paid Time Off).
- The remaining **75%** of accrued sick time will be transferred into a **Sick Leave Bank** for future use.

Example Calculation:

- An employee with **80 hours** of accrued sick leave:
 - **25% (20 hours)** will be transferred to PTO.
 - The remaining **75% (60 hours)** will be transferred to the Sick Leave Bank.

Eligibility

- Employees with unused sick leave hours that are **not eligible for conversion to PTO** are eligible to have their remaining balance transferred to the Sick Leave Bank.

Availability

- Sick Leave Bank hours are available **only** for use during approved **FMLA (Family and Medical Leave Act)** absences that extend beyond **two consecutive weeks** of continuous leave.
- Sick Leave Bank hours **cannot** be used for **intermittent leave**.
- Sick Leave Bank hours do **not accrue** additional time.

Payment Upon Termination

- Hours in the Sick Leave Bank are **not eligible for payout** upon termination of employment.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Amendment to the Administrative Policy Manual - Paid Holidays (pg 74)

STRATEGIC PLAN GOAL / STRATEGY

4.2.1 Position Raymore as an employer of choice in the region

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
4/6/2025

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3953

BACKGROUND / JUSTIFICATION

For the past several years, Human Resources and Administration have reviewed our Administrative Policy Manual, including the number of paid holidays granted to employees. This past year, the City of Raymore was near the bottom of municipalities in our region related to the number of paid holidays for employees, including being one of the only

jurisdictions not recognizing the Juneteenth holiday. To position Raymore as an employer of choice, staff recommends adding the two additional paid holidays, which will put us in line with nearly all surrounding jurisdictions.

BILL 3953

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING AND ADDING TWO ADDITIONAL PAID HOLIDAYS TO THE ADMINISTRATIVE POLICY MANUAL. THE TWO ADDITIONAL HOLIDAYS WILL BE JUNETEENTH (JUNE 19) AND AN ADDITIONAL FLOATING HOLIDAY."

WHEREAS, Administration and Human Resources have reviewed best practices regarding the number of paid holidays for City employees; and,

WHEREAS, the additional two paid holidays would put Raymore in line with neighboring jurisdictions; and,

WHEREAS, Administration recommends adopting the two new paid holidays and recognizes the recruitment and retention benefits of these additions.

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

Section 1. The City Manager is hereby directed to add two additional paid holidays to the Administrative Policy Manual to include Juneteenth and an additional floating holiday.

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

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

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

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

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025 BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Purchase of Real Estate - 317 N. Jackson Street (pg 78)

STRATEGIC PLAN GOAL / STRATEGY

2.1 Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To:

Amount of Request/Contract: \$115,000

Amount Budgeted:

Funding Source/Account: Restricted Revenue Fund

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3945
2. Real Estate Contract
3. Location Map

BACKGROUND / JUSTIFICATION

In 2021, the City purchased approximately 10.85 acres of land located generally at 58 Highway and North Madison Street for the future development of a municipal justice center. Bill 3945 authorizes the City to acquire an additional piece of property located at

317 N. Jackson Street, which is contiguous with the previously purchased property and will allow for improved access and land area to support the future development.

The property includes an unimproved parking lot and a vacant storage building.

Staff negotiated the purchase of the property from the current owner Gordon D. Gee, Successor Trustee of the Nancy C. McCray Revocable Trust, for the amount of \$115,000.

BILL 3945**ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE THE PROPERTY AT 317 N. JACKSON STREET, RAYMORE, MISSOURI 64083, IN THE AMOUNT OF \$115,000."

WHEREAS, the City Council previously purchased approximately 10.85 acres of land to allow for future development of a Municipal Justice Center; and,

WHEREAS, the property located at 317 N. Jackson Street is contiguous with the previously purchased land, and provides for improved access and land area to support the future development of a municipal justice center; and,

WHEREAS, the City Council has determined that the purchase price of the property is within the budget allocated for the project and furthers several goals of the City Strategic Plan for a safe and secure City.

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

Section 1. The Mayor is directed and authorized to enter into a contract in the amount of \$115,000 plus all fees, with Gordon D. Gee, Successor Trustee of the Nancy C. McCray Revocable Trust dated May 10, 2002, to purchase the tract of land and existing building commonly known as 317 N. Jackson Street, generally located east of North Madison Street and north of Pine Street and legally described as follows:

A tract of land in the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows: Commencing at the Northwest corner of Section 15; thence S 0°48'38"W along the West line of said Northwest Quarter for 136.50 feet; thence S 89°55'55"E along the South line of HERITAGE HILLS LOTS 1 THRU 45, a subdivision of record, for 632.50 feet to the Southwest corner of Lot 5 of said HERITAGE HILLS LOTS 1 THRU 45 for the Point of Beginning; thence continue S 89°55'55"E for 172.20 feet to the Northwest corner of HERITAGE HILLS LOTS 136 THRU 157, a subdivision of record; thence S 0°04'05"W along the West line of said subdivision for 240.00 feet; thence N 89°55'55"W for 172.20 feet; thence N 0°04'05"E for 240.00 feet to the Point of Beginning, as shown in Survey prepared by P.L.S. No. 1958, and recorded in Survey Book 22 at Page 12.

Together with an appurtenant easement for ingress and egress described as follows: Commencing at the Northwest corner of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri; thence S 0°48'38"W along the West line of said Northwest Quarter for 136.50 feet; thence S 89°55'55"E along the South line of HERITAGE HILLS LOTS 1 THRU 45, a subdivision of record, for 582.50 feet to the Southeast corner of Lot 4 of said HERITAGE HILLS LOTS 1 THRU 45 for the Point of Beginning; thence continue S 89°55'55"E for 50.00 feet to the Southwest corner of Lot 5 of said subdivision; thence S 0°04'05"W, parallel to and 172.20 feet West of HERITAGE HILLS LOTS 136 THRU 157, a subdivision of record, for 240.00 feet; thence N 89°55'55"W for 50.00 feet; thence N 0°04'05"E for 240.00 feet to the Point of Beginning. Subject to covenants, conditions, easements, and restrictions of record

Section 2. The Mayor is authorized to execute the real estate contract document attached as Exhibit A.

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

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

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (“Contract”) is made as of the date of the last party to sign this Contract (the “Effective Date”) by and between:

GORDON D. GEE, Successor Trustee of the Nancy C. McCray Revocable Trust dated May 10, 2002, whose address is 2323 Grand Blvd., Kansas City, MO 64105, E-Mail: ggee@sb-kc.com (“Seller”), and

CITY OF RAYMORE, MISSOURI, a municipal corporation, whose address is 100 Municipal Circle, Raymore, MO 64083, Attention: Jim Feuerborn, City Manager, E-Mail: jfeuerborn@raymore.com (“Buyer”).

WITNESSETH, that Seller and Buyer covenant and agree as follows:

1. Sale of Property. Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer agrees to purchase from Seller:

- (a) the real property commonly known and numbered as 317 North Jackson Street in the City of Raymore, Cass County, Missouri, and legally described as set forth on **EXHIBIT A** attached hereto;
- (b) all buildings and improvements located thereon, and all privileges and other rights appurtenant thereto including, without limitation, all right, title and interest of Seller in and to all streets, roads and public places, opened or proposed and all easements and rights of way, public or private, used in connection therewith;
- (c) all machinery, equipment, material, appliances, and fixtures now or hereafter installed or placed by Seller on such property for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, and including all screens, floor coverings, incinerators and fixtures used thereon, together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of property;
- (d) all rents, income, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created in all or any portions of such real property or any part thereof, or arising out of the construction, use or operation of such real property or any parts thereof, and any other contract rights and intangible assets relating to such real property; and
- (e) to the extent owned by Seller and to the extent assignable, all leases, contracts, agreements, permits, licenses, surveys, maps, plans, specifications, title reports, engineering reports, environmental reports and other documents relating to such real property;

all of the foregoing being collectively referred to herein as the “Property”.

2. Purchase Price. The purchase price for the Property (the "Purchase Price"), subject to prorations as provided in Section 3 below, shall be One Hundred Fifteen Thousand and No/100ths Dollars (\$115,000.00). The Purchase Price shall be payable as follows:

- (a) On the Effective Date, Buyer shall deliver the sum of One Thousand Dollars (\$1,000.00) in immediately available funds to Coffelt Land Title Inc., 1006 W. Foxwood Drive, Raymore MO 64083 (the "Title Company"), to be deposited in Title Company's escrow account, such deposit shall be applied against the Purchase Price; and
- (b) The balance of the Purchase Price (subject to prorations as provided in Section 3 below), shall be deposited by Buyer in immediately available funds into Title Company's escrow account at the Closing.

All monies deposited by Buyer in Title Company's escrow account, together with all interest accrued thereon (if any), shall be referred to herein as the "Escrowed Funds". The Title Company shall hold the Escrowed Funds until the earlier of (i) the termination of this Contract by either Seller or Buyer pursuant to the terms of this Contract, whereupon the Escrowed Funds shall be disbursed as set forth herein, or (ii) the Closing, in which case the Escrowed Funds shall be credited and applied to the Purchase Price. The parties agree that upon the expiration of the Inspection Period (as defined in Section 6 below) the Escrowed Funds shall become nonrefundable, except in the event (i) Seller is unable to correct Buyer's title or survey objections and Buyer refuses to waive such objections as set forth in Sections 4 and 5 hereof, or (ii) Seller is in default of this Contract as provided in Section 15 below. Notwithstanding anything herein to the contrary, the Title Company shall be obligated to disburse the Escrowed Funds at Closing or upon any termination of this Contract only upon the written instructions of both parties, and in the absence of such instructions or in the event of any dispute, the Title Company shall be and is hereby authorized, but not obligated, to pay the entire amount of the Escrowed Funds into court. Seller and Buyer acknowledge that the Title Company is acting solely as a stakeholder at their request and for their convenience and that the Title Company shall not be deemed to be the agent of either of the parties in any action that it shall take in its capacity as escrow agent.

3. Prorations, Closing Costs. Seller shall pay all taxes, general and special, if any, and all assessments which are a lien on the Property which can be paid by Closing, except that all taxes and assessments, including any special assessment installments, payable during the calendar year or other applicable tax period in which Closing occurs shall be prorated between Seller and Buyer on the basis of said calendar year or other applicable tax period as of the Closing Date. If the amount of any such tax to be prorated cannot then be ascertained at Closing, proration shall be computed based upon the actual amount thereof paid in the preceding calendar year or other applicable tax period. All such prorations shall be final as of Closing. Buyer shall assume the responsibility for paying all taxes and assessments, including special assessments installments, payable for years after the calendar year or other applicable tax period in which Closing occurs.

Seller shall be responsible for (a) the payment of the basic premium for the Owner's Title Policy (as hereafter defined); (b) all recording fees and taxes relating to the recording of Seller's deed, and (c) one-half of any closing fee charged by Title Company. Buyer shall be responsible for the payment of all other Closing costs.

The present insurance coverage on the Property shall be terminated at Closing and there shall be no proration. The provisions of this Section 3 shall survive the Closing.

4. Title Insurance and Owner's Title Policy. Seller shall furnish to Buyer a standard commitment for the current version of the ALTA Owner's Title Insurance Policy ("Owner's Title Policy"), issued by the Title Company in the full amount of the Purchase Price hereunder insuring a fee

simple title in the Property in Buyer as of the Closing Date, subject only to those matters as may be accepted (or deemed accepted) by Buyer in its reasonable discretion (the "Permitted Exceptions"). Within ten (10) business days after the Effective Date, Seller shall cause the Title Company to prepare a preliminary title commitment ("Commitment") for such title insurance policy, and furnish copies thereof to Buyer and Seller, along with copies of exception documents noted therein. Buyer shall have until the later of the expiration of the Inspection Period (as defined below) or the expiration of the 5-business day period described in Section 5 below to notify Seller in writing of any reasonable objections ("Buyer's Title Objections") to defects in title shown therein. If no written Buyer's Title Objections are received by Seller from Buyer prior to the expiration of the applicable period, the status of title as shown in such Commitment shall be deemed approved for all purposes of this Contract. Seller shall have until Closing to correct any matter objected to by Buyer; provided, however, that nothing contained herein shall obligate Seller to correct any matter objected to by Buyer, or to adjust the Purchase Price. If Seller is unable or unwilling to eliminate Buyer's Title Objections, Buyer may (as its sole and exclusive remedy) terminate this Contract by notice in writing to Seller by the date which is five (5) business days following receipt of written notice from Seller that it is unwilling or unable to eliminate or modify Buyer's Title Objections, or Buyer may accept such title to the Property as Seller can deliver without any reduction in the Purchase Price, in which event such uncured Buyer's Title Objections shall be included in the term "Permitted Exceptions" hereunder. If Buyer does not elect to terminate within the period described in the immediately preceding sentence, Buyer shall be deemed to have accepted the form and substance of the Commitment and all matters shown thereon and such matters shall be included in the term "Permitted Exceptions." Upon a termination of this Contract pursuant to this Section 4, the parties shall have no further rights or obligations hereunder, other than those rights and obligations which expressly survive the termination of this Contract, the Escrowed Funds shall be refunded to Buyer and the parties thereafter shall be released from all further duties of performance hereunder, each without liability to the other.

5. Survey. Prior to Closing, Buyer may, but shall not be obligated to, at Buyer's sole cost, obtain an as-built survey of the Property prepared by a licensed professional engineer or surveyor which is acceptable to the Title Company for the purpose of deleting all survey-related standard preprinted exceptions to the Commitment (the "Survey"). In the event the Survey is prepared and it shows any matter affecting the Property that is unacceptable to Buyer in its reasonable discretion, Buyer shall, within five (5) days after receipt of the Survey notify Seller in writing of such fact ("Buyer's Survey Objections"). Upon the expiration of said 5-day period, Buyer shall be deemed to have accepted the form and substance of the Survey and all matters shown thereon and such matters shall be included in the term "Permitted Exceptions." Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify any of the Buyer's Survey Objections. If Seller is not able or is unwilling to eliminate Buyer's Survey Objections, Buyer may (as its sole and exclusive remedy) terminate this Contract by written notice to Seller by the date which is five (5) business days following written notice from Seller that it is unwilling or unable to eliminate or modify Buyer's Survey Objections, or Buyer may accept such title to the Property as Seller can deliver without any reduction in the Purchase Price, in which event such uncured Buyer's Survey Objections shall be included in the term "Permitted Exceptions." If Buyer does not elect to terminate within the period described in the immediately preceding sentence, Buyer shall be deemed to have accepted the form and substance of the Survey and all matters shown thereon and such matters shall be included in the term "Permitted Exceptions." Upon a termination of this Contract pursuant to this Section 5, the parties shall have no further rights or obligations hereunder, other than those rights or obligations which expressly survive the termination of this Contract, and the parties thereafter shall be released from all further duties of performance hereunder, except as provided above, each without liability to the other.

6. Inspection. For a period of thirty (30) days from and after the Effective Date (the "Inspection Period"), Seller shall grant Buyer access to the Property at all reasonable times for the purposes of inspecting the physical and other condition of the Property (including performing soil,

environmental tests or audits, and such other inspections as Buyer may reasonably determine necessary). After making the tests and inspections contemplated by this Section 6, Buyer shall restore the Property to substantially its condition prior to such tests and inspections. Buyer hereby agrees to indemnify, defend, protect and hold Seller, Seller's officers, partners, tenants, agents, contractors, affiliates, subsidiaries and employees harmless from and against any loss, liability, claim, damage, cost or expense (including reasonable attorneys' fees) in connection with such tests and inspections performed by Buyer and/or Buyer's contractors, subcontractors, employees and agent(s). All information relating to the Property, other than matters of public record and matters generally known to the public, obtained through inspection of the Property by Buyer or provided to Buyer by Seller, will be treated by Buyer as confidential, and will not be disclosed to anyone other than on a need-to-know basis and to Buyer's consultants. Buyer shall deliver to Seller copies of all studies and reports generated by Buyer in connection with Buyer's study of the Property. The provisions of this Section 6 shall survive the Closing or earlier termination of this Contract.

Notwithstanding anything herein to the contrary, the parties agree that Buyer shall have the absolute right and privilege to terminate this Contract without cause, and receive a refund of the Escrowed Funds if Buyer delivers written notice of termination of this Contract to Seller prior to the expiration of the Inspection Period. If Buyer terminates this Contract, Buyer also shall return to Seller all due diligence materials delivered by Seller to Buyer pursuant to this Section 6 contemporaneously with Buyer's termination notice. Buyer's failure to notify Seller prior to the expiration of the Inspection Period shall serve as Buyer's election to waive its right to terminate this Contract pursuant to this Section 6.

EXCEPT AS SET FORTH IN THE CONTRACT OR ANY DOCUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE CLOSING (THE "CLOSING DOCUMENTS") BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, AND SELLER HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON; (II) THE NATURE OR CONDITION OF TITLE TO THE PROPERTY TO BE DELIVERED BY SELLER AT THE CLOSING, INCLUDING THE EXISTENCE, NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT TO POSSESSION OR USE, LIEN ENCUMBRANCE, LICENSE RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY; AND (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR ANY OTHER BODY. EXCEPT AS SET FORTH IN THIS CONTRACT OR IN ANY OF THE CLOSING DOCUMENTS, BUYER ACKNOWLEDGES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER AGREES TO ACCEPT THE PROPERTY, AND ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS CONTRACT OR IN THE CLOSING DOCUMENTS, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY SELLER, ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS. BUYER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR THE CLOSING DOCUMENTS, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY.

FURTHER, AND WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS CONTRACT AND EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT OR ANY OTHER CLOSING DOCUMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRESENCE ON, IN OR BENEATH THE PROPERTY (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS SUBSTANCES, BIOLOGICAL MATTER INCLUDING BUT NOT LIMITED TO MOLD, MILDEW AND FUNGI, OR MATERIALS WHICH ARE CATEGORIZED AS HAZARDOUS OR TOXIC UNDER ANY LOCAL, STATE OR FEDERAL, LAW, STATUTE, ORDINANCE, RULE, REGULATION OR GOVERNMENTAL GUIDANCE PERTAINING TO ENVIRONMENTAL OR SUBSTANCE REGULATION, CONTAMINATION, CLEAN-UP OR DISCLOSURE AND SHALL HAVE NO LIABILITY TO BUYER THEREFORE. BY ACCEPTANCE OF THIS CONTRACT, AND THE SPECIAL WARRANTY DEED TO BE DELIVERED BY SELLER AT THE CLOSING, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) WILL BE ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE PROPERTY (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS SUBSTANCES OR MATERIALS.

7. Intentionally Deleted.

8. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

- (a) The Property will be conveyed to Buyer at Closing free and clear of all liens, claims, encumbrances, restrictions or reservations of any manner, except for the Permitted Exceptions.
- (b) Seller has not received any actual written notice that the Property is not in compliance with any applicable statute, law, ordinance, code, rule or regulation.

9. Buyer's Representations and Warranties. Buyer represents and warrants to Seller, both as of the Effective Date and as of the Closing Date, that:

- (a) Buyer has the full power and authority to execute, deliver and perform this Contract and all agreements and documents referred to in this Contract or contemplated hereby, and no consents of any third party are required. This Contract is binding and enforceable against Buyer in accordance with its terms.
- (b) Neither the execution of this Contract, the consummation of the sale, nor the acceptance of the Property from Seller, has or will constitute a violation or breach of any of the terms of any contract or other instrument to which Buyer is a party or to which Buyer is subject.

10. Closing and Closing Documents. Closing of this Contract (the "Closing") shall take place at the office of the Title Company on a date which is within ten (10) days after the expiration of the Inspection Period (the "Closing Date"). At Closing:

- (a) Seller shall execute and deliver its Special Warranty Deed to the Property so as to vest in Buyer a fee simple title thereto subject to the Permitted Exceptions;
- (b) Buyer shall deposit into the Title Company's escrow account the funds described in Section 2(b) hereof;

- (c) Buyer and Seller shall execute and deliver closing statements and shall instruct the Title Company to release the Purchase Price to Seller, subject to any prorations performed upon Closing pursuant to Section 3 hereof; and
- (d) Buyer and Seller shall execute and deliver any and all other documents, certificates and instruments reasonably required to be executed to effect the Closing;

The Title Company shall hold all Closing documents and funds in escrow and shall continue its search since the date of the Commitment and if such search shows no encumbrance or other matter affecting title since said date, other than the Permitted Exceptions, and if the Title Company is prepared to issue the Owner's Title Policy in the amount of the Purchase Price insuring fee simple title in the Buyer, it shall record the Special Warranty Deed executed by Seller, deliver the Purchase Price to Seller (subject to the prorations described in Section 3 hereof), issue and deliver the Owner's Title Policy to Buyer (or a commitment to issue the same), and deliver to Buyer and Seller as appropriate the documents referred to in this Section 10.

11. Possession. Possession of the Property shall be delivered by Seller to Buyer on the Closing Date.

12. Insurance. Seller agrees to maintain Seller's current insurance coverage on the Property until Closing. If, prior to Closing, all or any part of the Property is material destroyed or damaged, Seller shall promptly provide written notice to Buyer of such damage. Notwithstanding such damage, this Contract shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any insurance proceeds payable on account of such casualty.

13. Notices. All notices, consents, approvals, requests, waivers, objections, or other communications (collectively, the "Notices", and individually, a "Notice") required or permitted under this Contract shall be in writing and shall be served by (a) hand delivery, in which case notice shall be deemed delivered upon receipt, (b) by prepaid United States certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit with the United State Postal Service, (c) by overnight delivery service guaranteeing next day delivery and providing a receipt, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, or (d) by e-mail, with receipt confirmed, in which case notice shall be deemed delivered on the date of sending. All Notices shall be addressed to the parties at the respective addresses and e-mail addresses set forth on the first page of this Contract, and in the case of Seller, with a copy to Seigfreid Bingham, P.C., 2323 Grand Blvd. Suite 1000, Kansas City, Missouri 64108, Attention: Steve Kyle, E-mail: skyle@sb-kc.com; except that either party may, by Notice in the manner provided above, change this address for all subsequent Notices. A party's failure or refusal to accept service of a Notice shall constitute delivery of the Notice.

14. Buyer's Default. Should Buyer violate or fail to fulfill and perform any of the material terms or conditions of this Contract at or prior to Closing, and if as a result thereof Closing hereunder shall not occur, then Seller's sole and exclusive remedy shall be to terminate this Contract and retain the Escrowed Funds as liquidated damages, in which event the parties shall be released from all further duties of performance hereunder each, without liability to the other, except for any obligations and liabilities which expressly survive the termination of this Contract. Further, Seller agrees that in no event will it seek specific performance of this Contract or any other legal or equitable remedy, other than the retention of the Escrowed Funds and a suit for damages in the event of Buyer's default hereunder with respect to an obligation or liability which expressly survives the termination of this Contract, in the event this Contract does not close due to Buyer's material breach and failure or refusal to perform.

15. Seller's Default. Should Seller violate or fail to fulfill and perform any of the material terms or conditions of this Contract at or prior to Closing, and if as a result thereof Closing hereunder shall not occur, then Buyer's sole and exclusive remedy shall be to elect one of the following: (i) to terminate this Contract, in which event the Escrowed Funds shall be returned to Buyer, in which event the parties shall be released from all further duties of performance hereunder each, without liability to the other, except for any obligations and liabilities which expressly survive the termination of this Contract, or (ii) to bring a suit for specific performance, provided that any suit for specific performance will be brought within ninety (90) days of the date on which Closing would have occurred but for Seller's default, Buyer waiving the right to bring suit at any later date. Provided, however, Buyer shall be entitled to bring a suit for damages in the event of Seller's default hereunder with respect to an obligation or liability which expressly survives Closing, or the termination of this Contract, in the event this Contract does not close.

16. Brokerage. The parties acknowledge and agree that Kevin Tubbesing of The Land Source LLC has acted as Seller's broker in the negotiation of this Contract, and that Seller shall be solely responsible for paying a sales commission in accordance with their separate agreement. Other than as set forth herein, Seller and Buyer represent and agree that no real estate broker(s) or agent(s) have participated in any manner in the negotiation of this Contract, and that no sales commission is due any such broker(s) or agent(s). Any party to this Contract through whom a claim to any broker's, agent's, finder's or other fee or commission is made, contrary to the foregoing representation, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including reasonable attorneys' fees, court costs and other legal expenses, paid or incurred by the other party that is in any way related to such a claim. This Section 16 shall survive Closing or termination of this Contract.

17. Entire Agreement. This Contract, including all exhibits, riders or addenda attached hereto (which, if any, are incorporated herein by reference), constitutes the entire agreement of Buyer and Seller concerning the subject matters hereof, supersedes all other prior understandings or agreements, written or oral, pertaining thereto, and may be modified only by both parties initialing changes herein or by separate written agreement, signed by both parties.

18. Limitation on Survival of Representations, Warranties and Obligations. Except as otherwise expressly provided in this Contract, no representations, warranties or obligations of Seller set forth in this Contract shall survive the Closing. The delivery of the Special Warranty Deed by Seller and acceptance thereof by Buyer shall be deemed to be the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Contract to survive the Closing.

19. Assignment. Buyer may not assign this Contract without Seller's prior written consent; except to an affiliated entity, provided that Seller is provided with written notice of such assignment prior to Closing, and (b) such assignee unconditionally assumes all obligations of Buyer hereunder.

20. Miscellaneous. Time and exact performance are of the essence of this Contract. Subject to the terms of Section 21 hereof, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. Buyer or Seller may waive, in writing, any conditions in this Contract which are not complied with by the other party and said conditions shall be deemed complied with for all purposes. The interpretation, construction and performance of this Contract shall be governed by the laws of the State of Missouri. This Contract shall not be recorded. If any date on which a time period scheduled to expire herein is a Saturday, Sunday or legal holiday, the subject date shall be extended to the next business day.

21. Counterparts and Electronic Signatures. This Contract may be executed in any number of counterparts and by different parties thereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A signature of a party sent by electronic means shall be deemed to constitute an original and fully effective signature of such party.

IN WITNESS WHEREOF, Seller and Buyer have caused this Contract to be executed by their duly authorized representatives as of the day and year set forth below.

“Seller”

“Buyer”

CITY OF RAYMORE, MISSOURI

Gordon D. Gee, Successor Trustee of the
Nancy C. McCray Revocable Trust
dated May 10, 2002

Date:_____

By:_____

Name:_____

Title:_____

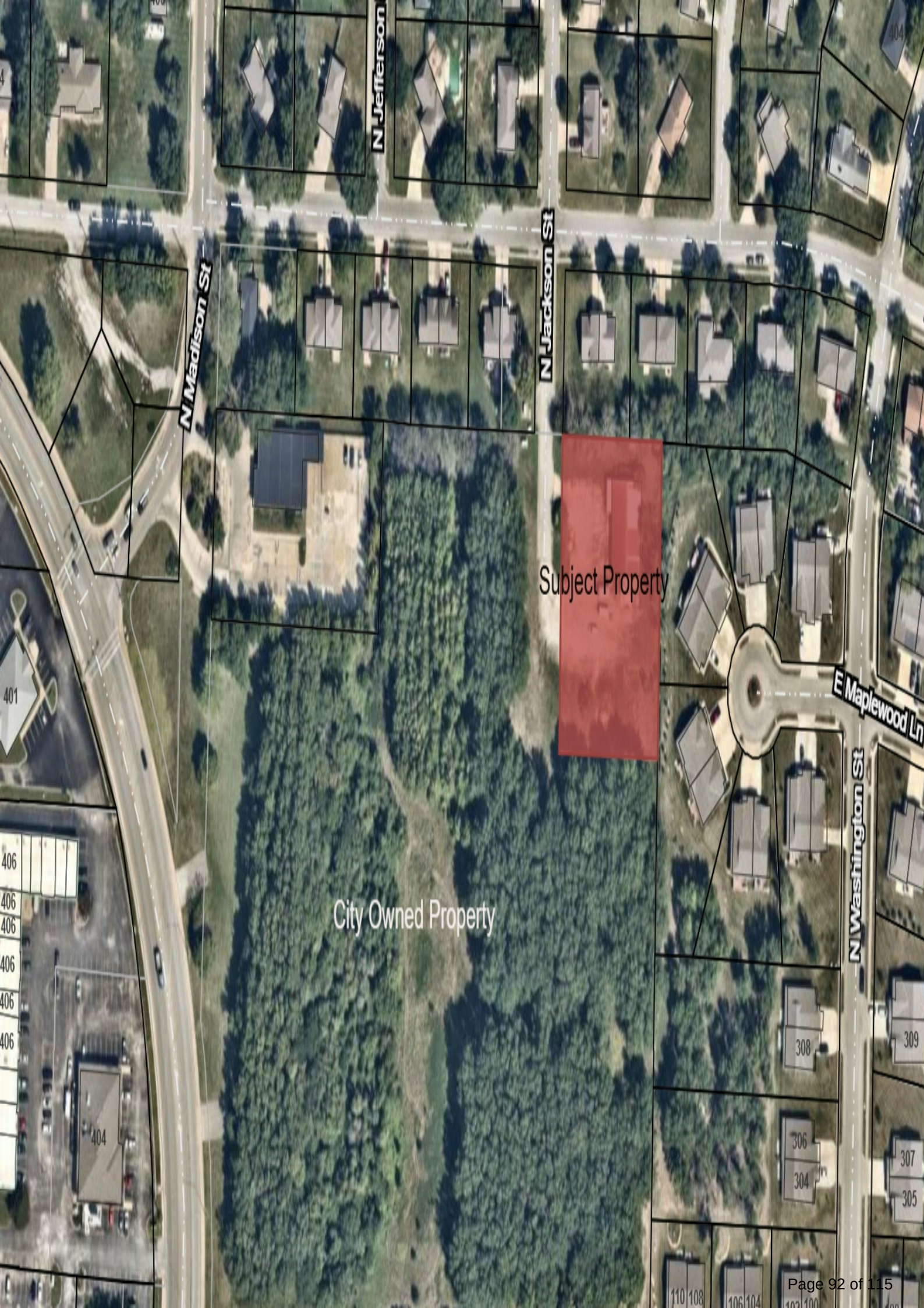
Date:_____

EXHIBIT A

Legal Description of the Property

A tract of land in the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows: Commencing at the Northwest corner of Section 15; thence S 0°48'38"W along the West line of said Northwest Quarter for 136.50 feet; thence S 89°55'55"E along the South line of HERITAGE HILLS LOTS 1 THRU 45, a subdivision of record, for 632.50 feet to the Southwest corner of Lot 5 of said HERITAGE HILLS LOTS 1 THRU 45 for the Point of Beginning; thence continue S 89°55'55"E for 172.20 feet to the Northwest corner of HERITAGE HILLS LOTS 136 THRU 157, a subdivision of record; thence S 0°04'05"W along the West line of said subdivision for 240.00 feet; thence N 89°55'55"W for 172.20 feet; thence N 0°04'05"E for 240.00 feet to the Point of Beginning, as shown in Survey prepared by P.L.S. No. 1958, and recorded in Survey Book 22 at Page 12.

Together with an appurtenant easement for ingress and egress described as follows: Commencing at the Northwest corner of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri; thence S 0°48'38"W along the West line of said Northwest Quarter for 136.50 feet; thence S 89°55'55"E along the South line of HERITAGE HILLS LOTS 1 THRU 45, a subdivision of record, for 582.50 feet to the Southeast corner of Lot 4 of said HERITAGE HILLS LOTS 1 THRU 45 for the Point of Beginning; thence continue S 89°55'55"E for 50.00 feet to the Southwest corner of Lot 5 of said subdivision; thence S 0°04'05"W, parallel to and 172.20 feet West of HERITAGE HILLS LOTS 136 THRU 157, a subdivision of record, for 240.00 feet; thence N 89°55'55"W for 50.00 feet; thence N 0°04'05"E for 240.00 feet to the Point of Beginning.



N Madison St

N Jefferson

N Jackson St

Subject Property

City Owned Property

E Maplewood Ln

N Washington St

308

306

304

309

307

305

110/108

106/104

102/100



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Memorandum of Understanding - Chamber of Commerce (pg 93)

STRATEGIC PLAN GOAL / STRATEGY

Goal 3.3: Cultivate a climate for prosperous business growth and development.

FINANCIAL IMPACT

Award To:	Raymore Chamber of Commerce
Amount of Request/Contract:	\$10,000
Amount Budgeted:	\$10,000
Funding Source/Account:	01-03-7250-1220

PROJECT TIMELINE

Estimated Start Date
3/24/2025

Estimated End Date
3/23/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3951
2. Memorandum of Understanding: Chamber of Commerce

BACKGROUND / JUSTIFICATION

The Raymore Chamber of Commerce Board met with the City Council in a work session on June 17, 2024, at which time the Chamber's contract with the City was discussed. The

revised contract highlights the partnership between the City and the Chamber of Commerce.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE RAYMORE CHAMBER OF COMMERCE."

WHEREAS, the Raymore Chamber of Commerce plays a vital role in connecting citizens, tourists, prospective residents, business owners, and other stakeholders with essential information about the community; and,

WHEREAS, the updated Memorandum of Understanding establishes a formal framework for the partnership between the City of Raymore and the Raymore Chamber of Commerce, outlining their shared objectives and responsibilities; and,

WHEREAS, the City of Raymore and the Raymore Chamber of Commerce have committed to advancing economic growth and community development by collaborating on initiatives for the benefit of both businesses and residents; and,

WHEREAS, through its financial support and active participation on the Chamber's Board of Directors, the City of Raymore reinforces its commitment to strengthening the partnership between the City and the Chamber.

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

Section 1. The City Manager is hereby directed and authorized to enter into an agreement with the Raymore Chamber of Commerce, attached hereto as an Exhibit.

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

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

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

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

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into between the City of Raymore, a constitutional charter city, and the Raymore Chamber of Commerce, a non-for-profit corporation, existing under the laws of the State of Missouri.

This Memorandum of Understanding (MOU) between the City and the Raymore Chamber of Commerce is for the purpose of highlighting the partnership framework that exists between our two entities while establishing shared goals and responsibilities.

The shared goals of the City and Chamber include fostering quality, sustainable economic development within the city by promoting business attraction, existing business growth and addressing local concerns that impact local businesses and the residents who patronize them.

The MOU shall serve as a collaborative guidance for projects and initiatives that mutually benefit both parties, the business and residents of the city.

Raymore Chamber of Commerce Sphere of Activity:

1. The Chamber will promote and market Raymore as a premier location to do business and host events; including promotion of and to Chamber members, local businesses and residents.
 - a. The Chamber shall provide the City with advertising information and material about Chamber functions and events to allow the City to assist in mutual promotions.
 - b. The Chamber will extend the City priority marketing and communication opportunities through social media and print.
 - i. City will receive first priority ad placement in the biennial Community Guide.
2. The Chamber will actively engage new residents and provide business support services to foster stronger connections within the Raymore community.
 - a. The Chamber shall provide New Resident Packets for new residents to be distributed at the Utility windows at City Hall.
 - b. The Chamber will serve as a confidential contact point to assist new and expanding businesses in Raymore.

- c. The Chamber will continue involvement in official Chamber member ribbon cuttings and celebrations, as well as attendance at nonmember ribbon cuttings and celebrations.
 - d. The Chamber will provide businesses with a new business guide(s) and resources to educate local businesses on the rules and regulations for operating a business in the City of Raymore, including licensing requirements, sales tax reporting requirements, and other regulations.
- 3. The Chamber will provide updates to city staff and City Council on services and news including upcoming events, staff contacts, promotions and other information of mutual interest to both parties; and be responsible stewards of the City's financial contribution.
 - a. The Chamber shall responsibly manage the City's contribution of \$10,000 to support the implementation of their mutual goals outlined within this MOU.
- 4. The City shall have no less than two members on the Chamber Board of Directors.
 - a. These representations shall be selected by the City with the following conditions:
 - i. The Mayor of the City or his/her designee shall be a voting member of the Board.
 - ii. The Mayor of the City has the authority to appoint an alternate to vote at board meetings in his/her absence.
 - iii. One other at-large selection as determined by the City.
 - iv. The City will annually provide representatives to serve on the board.
 - b. This representation shall remain consistent with the representation provisions of the Chamber By-Laws.

City of Raymore Sphere of Activity:

- 1. The City will recognize the Raymore Chamber of Commerce as the City's official business organization and a representative of the local business community by promoting Chamber events and activities.
 - a. Display Chamber events and functions on City calendars, at the request of Chamber staff, at no cost.
 - b. The City can provide additional financial support via event sponsorship opportunities at the request of the Chamber.

2. The City will support the Chamber's new resident outreach and provide business support services to foster stronger connections within the Raymore community.
 - a. Distribute New Resident Packets provided by the Chamber to new residents, informing them of the local business community.
 - b. Refer new businesses to the Chamber.
 - c. Participate in official Chamber member ribbon cuttings and celebrations.
3. The City will support the Chamber through regular updates, contact information, an annual contribution, and Board of Director representation.
 - a. Add the Chamber to City Council agendas, upon request, to provide updates on local business activities, events, programs or initiatives.
 - b. Provide an annual contribution of no less than \$10,000 for the services outlined within this MOU.
 - c. Provide the Chamber with updated contact information for city staff and Council members annually to ensure correct contact information.
 - d. The City will provide two individuals to serve on the Chamber Board of Directors.

The City of Raymore and Raymore Chamber of Commerce both strive to best serve the residents and local business community in Raymore. Our continued partnership allows both parties to work together to maximize our collective impact.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

City of Raymore

Raymore Chamber of Commerce

Kristofer P. Turnbow, Mayor

Bob Huston, President



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 3/10/2025

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Utility Easement Vacation - 1200 Serenity Court (pg 100)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3952
2. Staff Report
3. Plot Plan/Plat
4. Application

BACKGROUND / JUSTIFICATION

An application has been filed for a utility easement vacation by Ramon Vazquez of Aqua Blue Pools for lot 304 of Westbrook of Creekmoor 10th Plat, which is located at 1200

Serenity Court. The request is being made for the purpose of constructing an in-ground swimming pool in the rear yard.

The requested vacation would allow for a 7.5-ft easement to remain, which is the standard dimension for utility easements along a rear yard property line. Approval of the request will allow the applicant and property owner to obtain a pool permit.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 304 IN WESTBROOK AT CREEKMOOR 10TH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

Lot 304 in Westbrook at Creekmoor 10th Plat

The common address of the property is 1200 Serenity Court

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

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

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

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

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 24TH DAY OF MARCH, 2025, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

1200 SERENITY CT. EASEMENT VACATION

APPLICANT - RAMON VAZQUEZ | AQUA BLUE POOLS

Property Owner: Jeff Barnard

Engineering/Arch. Firm N/A

PROJECT LOCATION REQUESTED ACTION

1200 Serenity Ct. Utility Easement Vacation

Westbrook at Creekmoor 10th Plat Lot 304

PROJECT NARRATIVE

A Planning Application was filed requesting a vacation of a 25-ft. general utility easement along the west property line of the residential lot described above. The applicant has been hired to install a pool in the rear yard of the lot, which is why this request is being made.



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"PUD" Planned Unit Development

SURROUNDING ZONING & LAND USE

North: "PUD" Planned Unit Development

South: "PUD" Planned Unit Development

East: "PUD" Planned Unit Development

West: "PUD" Planned Unit Development

TOTAL TRACT SIZE NUMBER OF LOTS

.35 acres

1



INFORMATIONAL NOTICES OR MEETINGS -

NOTICE	DATE
Written Notice to Utility Providers	• February 10, 2025

PAST PLANNING ACTIONS -

1. The Westbrook at Creekmoor Tenth Plat was approved by the City of Raymore on October 10, 2014.
2. The subject property received Certificate of Occupancy on January 04, 2016.

STAFF COMMENTS -

1. All of the lots along Serenity Ct. have a twenty-five foot wide rear yard easement.
2. Everygy has electric utilities located in the front-yard easement area.
3. Public utilities are located in the front yard easement.
4. Staff notified all utility companies that may have facilities in the easement, and no objections were received.
5. There are not any conflicting utilities located in the rear yard.
6. Staff has contacted the applicant and verified that a vacation of 17.5-ft. of the existing easement towards the west property line would be sufficient to make room for the pool installation. The reduction in easement area from 25-ft. in width to 7.5-ft. is a standard dimension for most utilities in residential subdivisions, if they become necessary in the future.

FINDINGS OF FACT -

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

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

There were no objects from utility providers of this request

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

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

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

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

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

All criteria have been met.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
City Council	Review	03/10/2025
City Council	Approval/Denial	03/24/2025

STAFF RECOMMENDATIONS -

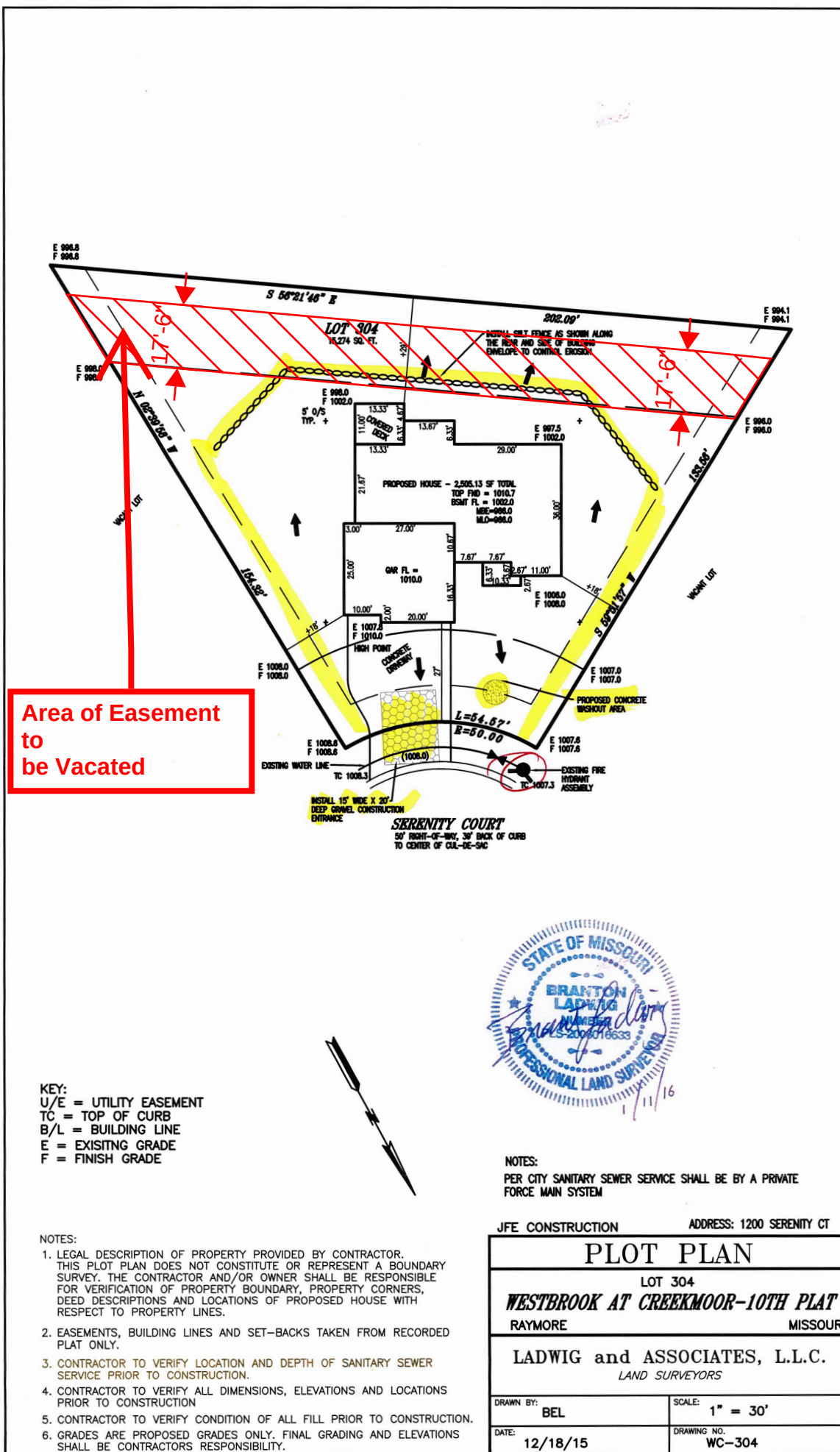
City Staff recommends the City Council accept the proposed findings of fact and approve Case #25005 Easement Vacation at 1200 Serenity Ct. The recommendation is subject to the following conditions:

- To vacate 17.5' of the existing 25' Utility Easement located in the rear yard of Lot 304 of Westbrook at Creekmoor 10th Plat.

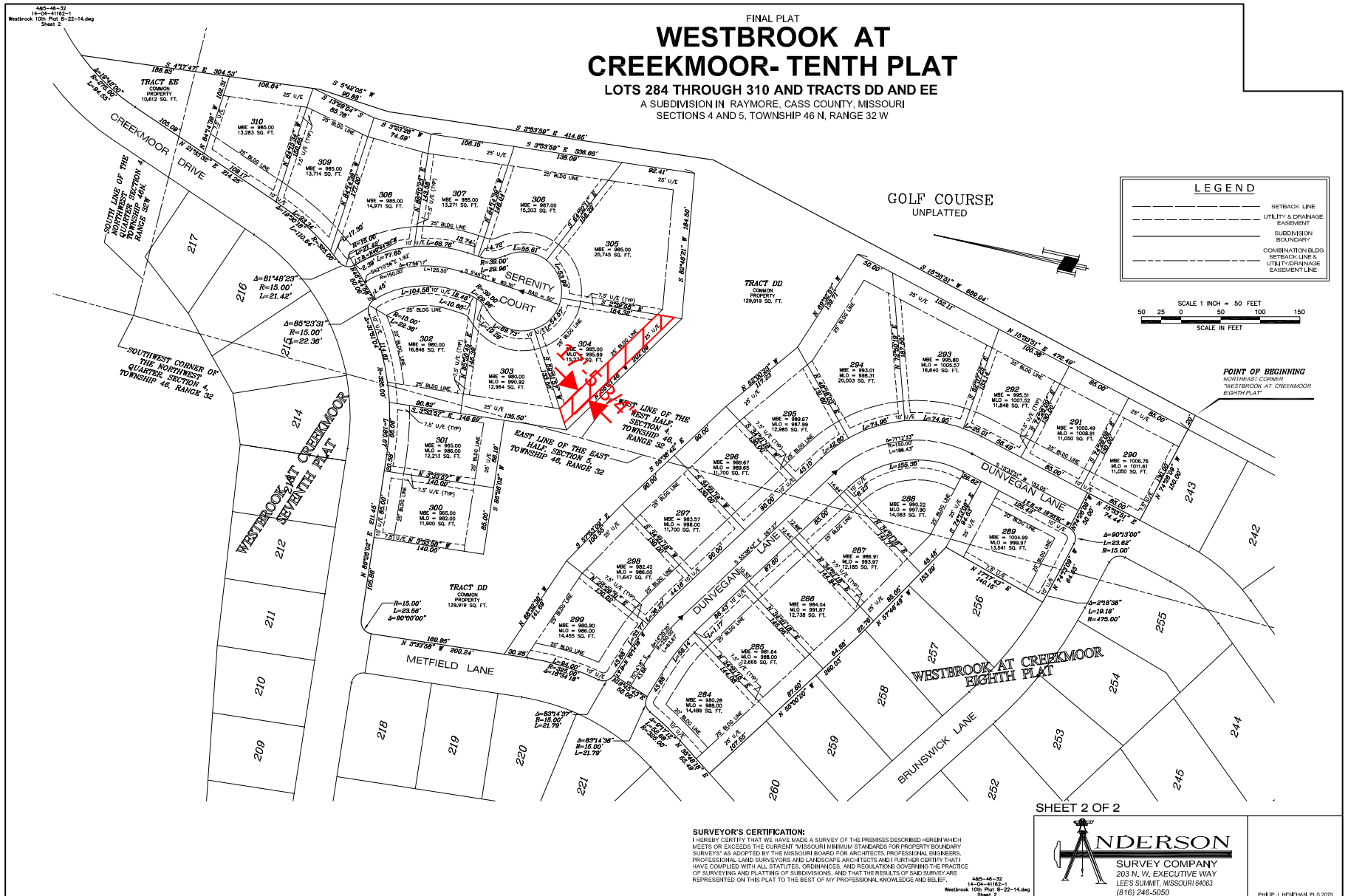
- The City shall prepare a document describing and depicting the easement vacation which shall be recorded by the applicant with the Cass County Recorder of Deeds, with reference to the book and page number of the affected platted properties.

PROJECT ATTACHMENTS -

1. Easement Exhibit - Plot Plan/Plat
2. Planning Application



FINAL PLAT
WESTBROOK AT CREEKMOOR- TENTH PLAT
LOTS 284 THROUGH 310 AND TRACTS DD AND EE
A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
SECTIONS 4 AND 5, TOWNSHIP 46 N, RANGE 32 W





100 Municipal Circle
Raymore, MO 64083

Phone: 816-331-1803
Fax: 816-331-8067

APPLICATION FOR EASEMENT VACATION

FOR OFFICE
USE ONLY:

Case Number: 25005

Staff Planner: McCumber

P&Z Date: N/A

CC 1st Date: March 10, 2005 CC 2nd Date: March 24, 2005

APPLICANT/OWNER INFORMATION

Applicant Name: Ramon Vazquez Company: ROK Services LLC DBA Aqua Blue Pools

Street Address: 4216 Dr Greaves Rd City: Grandview State: MO Zip: 64030

Telephone: 816-225-1122 Fax: _____ E-Mail: ramon@lovethespool.com

Property Owner Name (if different than applicant): Jeff Barnard

Street Address: 1200 Serenity Ct. City: Raymore State: MO Zip: 64083

Telephone: 260-579-1665 Fax: _____ E-Mail: gofreddo38@aol.com

Firm Preparing Exhibits: _____ Contact: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

*All correspondence on this application should be sent to (check one): ☐ Applicant ☒ Property Owner ☐ Firm

VACATION REQUEST

The applicant is hereby requesting the vacation of the property generally described as : _____

Westbrook at Creekmoore West Plat 10th Lot 304

Vacation of easement on the side of the property to allow for inground pool build

PROJECT DETAILS

Property Area in Acres and/or Square Feet: 15,274

Plat in Which the Property is Located: 10th Lot 304

Present Use of Surrounding Property: HOA

APPLICANT'S DECLARATION

My application consists of the following items and information necessary for a complete application:

- | | |
|--|--|
| ☒ Completed Application Form | ☒ Ownership affidavit OR owner(s) consent form (two-thirds of property owners) |
| ☒ Attached Legal Description and Exhibit | ☒ Required Fee: \$150.00 |

The following declarations are hereby made:

- The undersigned is the owner or authorized agent of the owner or the officers of a corporation or partnership.
- The applicant has discussed this application with a staff planner in the Development Services Department.
Planner: David Gress Date: 12/30/24
- The information presented and contained within this application is true and correct to the best of the undersigner(s) knowledge.

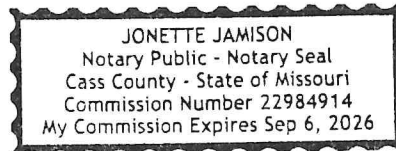
SIGNATURE OF OWNER(S) AND APPLICANT(S)

Printed Name: Jeff Barnard

Signature: [Signature] Date: 2/10/25

Subscribed and sworn to me on this
the 10th day of February 2025
in the County of Cass,
State of Missouri.

Stamp:



Notary Public: [Signature] My Commission Expires: 9/6/2026

Printed Name: _____

Signature: _____ Date: _____

Subscribed and sworn to me on this
the _____ day of _____ 20____
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

OWNERSHIP AFFIDAVIT

STATE OF MISSOURI)
COUNTY OF CASS)

Comes now Jeff Barnard (owner)

who being duly sworn upon his/her oath, does state that he/she is the owner of the property legally described in the easement vacation and acknowledges the submission of the application for easement vacation on said property under the City of Raymore Unified Development Code.

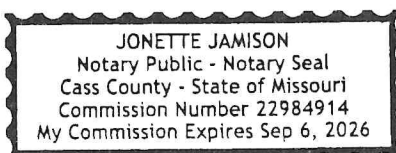
Dated this 10th day of February, 2025

Jeff Barnard
Signature of Owner

Jeff Barnard
Printed Name

Subscribed and sworn to before me this 10th day of February, 2025

Jonette Jamison
Notary Public



9/6/2026
My Commission Expires



FEE RECEIPT

February 10, 2025

Jeff Barnard
1200 Serenity Ct.
Raymore, MO 64083

Quantity	Description	Total
	1200 Serenity Ct. Easement Vacation	
	Easement Vacation Fee	\$150.00
	Paid w/CC	
TO		

CITY OF RAYMORE
816-331-0488

REC#: 02096643 2/10/2025 9:56 AM
OPER: BOYD TERM: 008
REF#:

ACCT #: XXXX-XXXX-XXXX-6466
AUTH #: 08384D
TRAN #: 000002096643

Code:

01-00-4180-0000 Zoning Fee \$ 150.00
Total \$ 150.00

TYPE: PURCHASE
APP NAME: Visa
ENTRY MODE: CHIP
CVM: SIGN

AMOUNT USD\$ 150.00

EMV DETAILS:
AID: A0000000031010
ARC: 00
IAD: 0601120360A000
TSI: 6800
TVR: 8080008000

City of Raymore
Development Services

TRAN: 700.0000 CODED TRANSACTIONS
1200 SERENITY CT
EASEMENT VACATION
ZONING FEES 150.00CR

TENDERED: 150.00 CREDIT CARD
APPLIED: 150.00-

CHANGE: 0.00

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, FEBRUARY 24, 2025, AT 6:40 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, AND HOLMAN. PRESENT VIA TELECONFERENCING: COUNCILMEMBER MILLS. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. FY 2025 Street Preservation and Curb Replacement Program

Public Works Director Trent Salisbury and City Manager Jim Feuerborn discussed the FY 2025 Street Preservation and Curb Replacement Program. Each year these programs are presented to the City Council for feedback and discussion prior to bid letting. Staff answered questions from Council.

B. Residential Housing Standards - Initial Checklist Review

Development Services Director David Gress, City Planner David McCumber, and City Manager Jim Feuerborn discussed the draft residential design standards with the City Council.

C. Other

The work session of the Raymore City Council adjourned at 7:42 p.m.

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

A. Memorandum of Understanding - Chamber of Commerce

City staff reviewed with the City Council the revised Memorandum of Understanding with the Raymore Chamber of Commerce.

B. Review of the Comprehensive Plan

City staff reviewed the final draft of the Comprehensive Plan. Significant discussion occurred regarding housing in Raymore.

C. Appointments to Boards and Commissions

The Mayor shared his recommended appointment for the Parks and Recreation Board.

D. Other

MOTION: By Councilmember Holman, second by Councilmember Barber to enter into executive session to discuss personnel matters as authorized by §610.021(3).

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

The work session of the Raymore City Council adjourned to Executive Session at 7:15 p.m.