



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, February 23, 2026
6:00 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Presentations / Awards**
- 5. Personal Appearances**
- 6. Staff Reports**
 - A. Public Works
 - B. Parks and Recreation
 - C. Communications Report
 - D. Finance
- 7. Committee Reports**
- 8. Consent Agenda**

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

- A. City Council Meeting Minutes, February 9, 2026
- B. Approval of Safety Traffic Enforcement Program (S.T.E.P.)

Reference:

Resolution 26-06
Resolution 26-07

Resolutions 26-06 and 26-07 are for the continuation of the City's S.T.E.P. Grant (Safety Traffic Enforcement Program), through the Missouri Division

of Traffic and Highway Safety. One Resolution is for the overtime enforcement of hazardous moving violations and the second is for overtime funding for DWI enforcement.

C. Missouri Blue Shield Grant Program

Reference:

Resolution 26-09

The Missouri Blue Shield Grant Program is to provide funding to support the Missouri Blue Shield Communities. This program is a collaborative initiative in Missouri that brings communities together to support the law enforcement agencies.

D. Acceptance of Public Infrastructure - Sendera 1st Plat

Reference:

Resolution 26-08

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

9. Unfinished Business

A. Appeal of Site Plan Application Denial - 7Brew Coffee (pg 54)

Reference:

Bill 4013

Site Plan Staff Report

Appeal Request to City Staff

Appeal Letter from Applicant

Letter from Realty Income

Raymore Gateway - Blueprint 2045

December 16, 2025 PZ Minutes

Jason Pullman, representing P2 Real Estate, LLC and 7Brew Coffee, is requesting an appeal before the City Council of the decision by the Planning and Zoning Commission to deny the site plan application for a new 7Brew Coffee located on Lot 2 of the Raymore Gateway site near 58 Highway and Westgate Drive.

- City Council, 02/09/2026: Approved 5-2
- Planning and Zoning Commission, 12/16/2025: Denied 5-2

B. Award of Contract - Dean Avenue Curb Replacement Phase 1 (pg 88)

Reference:

Bill 4012
Phoenix Concrete Proposal
Contract

This project will primarily consist of the removal and replacement of approximately 8,115 linear feet of high back curb. Additional tasks will include the removal and replacement of ADA ramps and sidewalks in select areas.

- City Council, 02/09/2026: Approved 7-0

C. Award of Contract - Recreation Park Baseball Light Plans (pg 134)

Reference:

Bill 4014
Contract
Electrical Service & Power Distribution Upgrades

This project will provide professional engineering services for the design of electrical service and power distribution system upgrades at Recreation Park. The scope includes the design of electrical power upgrades to four (4) baseball fields located within the park.

- City Council, 02/09/2026: Approved 7-0
- Park Board, 01/27/2026: Approval 6-0

D. Award of Contract - Demolition of Structures at 204 S. Adams Street and 317 N. Jackson Street (pg 178)

Reference:

Bill 4015
Contract-signed by SBW
SB Wyatt Proposal
Total Bid Tab

This item authorizes a contract with SB Wyatt Contracting Inc. for the demolition and removal of structures located at 204 S. Adams Street and 317 N. Jackson Street.

- City Council, 02/09/2026: Approved 7-0
- Park Board, 01/27/2026: Approval 6-0

10. New Business

A. 2026 Curb Replacement & Ramp Repair (pg 227)

Reference:

Bill 4016

Contract

The 2026 Curb Replacement Project primarily consists of removal and replacement of existing curb and ADA ramp replacement.

- No previous action on this item

B. Budget Amendment - FY2026 Operating Adjustments (pg 274)

Reference:

Bill 4017

During Fiscal Year 2026, the Police Department accepted a Blue Shield Grant from the State of Missouri. A budget adjustment is necessary to account for the revenue and expenses associated with this grant. The Parks Department had to replace heaters at the Centerview building and a budget adjustment is necessary to account for the Parks expense in FY2026.

- No previous action on this item

C. Partial Easement Vacation - 605 Hampstead Drive (pg 278)

Reference:

Resolution 26-10

Staff Report

Easement Exhibit - Plot Plan

Randy Bryant, representing home-builder Bryant-Ratliff Builders, is requesting a partial vacation of the 7.5-ft. utility easement along the western property line of the newly built home on this residential lot in Creekmoor.

- No previous actions on this item

D. Raymore Commerce Center South Final Plat Lot 2 (pg 286)

Reference:

Bill 4018
Staff Report
Final Plat Drawing
Site Photos

VanTrust Real Estate is requesting final plat approval of Lot 2 of the Raymore Commerce Center South development, located at the northwest corner of the overall development. The request supports the construction of the second building within the Raymore Commerce Center South development.

- Planning and Zoning Commission, 02/17/2026: Approval 6-0

E. Creekside Ranch Final Plat Lots 2-20 (pg 299)

Reference:

Bill 4019
Staff Report
Final Plat Drawing
Site Photos
Development Agreement

Matt Schlicht, representing the developer of the Creekside Ranch subdivision, is requesting final plat approval of Lots 2-20 of the overall development, located at the northeast corner of Gore Road and Kurzweil Road. The request includes 19 residential lots of 3+/- acres each.

- Planning and Zoning Commission, 02/17/2026: Approval 6-0

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss:

- Personnel matters as authorized by § 610.021 (3)

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

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

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

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

PUBLIC WORKS MONTHLY REPORT

February 2026

ENGINEERING DIVISION

Capital Projects Under Construction

- Bids opened for several different transportation projects. These projects will continue to move forward to be ready for the 2026 construction season.
- The Dean Avenue Access Modifications project is advertised to bid.
- The Design of the Kurzweil Road Project is moving along as expected and is still on schedule.

Development Projects Under Construction

- Sendera - Working on final punchlist items
- Saddlebrook - Finishing up final punchlist
- Cunningham 3rd- Water and sanitary installed, working on installing storm sewer infrastructure
- Cunningham 5th - Final punchlist
- Creekside Ranch - Street lights still need installed and the contractor is working on punchlist items
- Iconic - Sewer testing and beginning to install water lines.
- Madison Valley 4th -Working on as builts and final punch list.
- Madison Valley 5th - Installed curbs and base asphalt. The contractor still needs to install signs, street lights and surface asphalt.
- Prairie View of the Good Ranch Phase 2- Installing public infrastructure.
- Timber Ridge -Working on final punch list items.
- Branched Out Plaza- Installing public and private infrastructure.

OPERATIONS & MAINTENANCE DIVISION

- 45 Completed Customer Service Requests
- 61 City Hall Work Orders
- 544 Locates
- 9 Driveway Inspections
- 8 Sidewalk Inspections
- 10 Curb Inspections
- 19 Final ROW Inspections
- 19 Sewer Inspections
- 18 Water Taps
- 17 Water Inspections
- 9 Meters Activated
- 5 Meters Replaced

Road Maintenance:

- Patched approximately 100 potholes city wide.
- Annual street sweeping continued.
- Continued annual storm box and storm inlet cleaning city wide.
- Patched and/or replaced 118 ft of curb.
- Replaced the ID sign at Prairie Grass Dr. and Redtop Ln.
- Replaced the broken hydraulic fittings on the pothole patcher.
- Both backhoes were serviced.
- Completed a street patch on both Dogwood Dr. and Avondale Ln.
- Assembled trash and recycling carts.
- Continued with street sweeping and storm inlet cleaning.
- Completed Zone 1 "Emergency Snow Route" Sign Replacement Project and continued with replacement in remaining zones.
- Dropped off the street sweeper to the vendor for repairs.
- Replaced the stop sign at Hubach Hill / Haystack Rd.
- Obtained 2 new tanks for salt brine production.
- Replaced 2 sidewalk panels on Metfield Ln. from a recent water main repair.
- Replaced 2 sidewalk panels located at 417 S. Foxridge Dr.
- Began to mulch trees and brush located at the Public Works Facility.
- Collected and delivered trash and recycling carts from residential requests.
- Replaced the speed limit sign at 58 HWY / N. Madison from a vehicle accident.
- Replaced the stop sign at Hubach Hill / Haystack Rd.
- Cleaned the grit chambers at the Public Works Facility.
- Repaired a stop sign located at E Heritage and Crest.
- Obtained materials for salt brine system repairs.
- Winter weather event operations were performed 1/23-1/27 including salt brine, plowing, and applying road salt.
- Repaired 5 mailboxes that were damaged during snow plow operations.
- Made Multiple repairs to snow plow vehicles and equipment during and after the winter event.
- Re-stocked road salt in the salt dome at the Public Works facility.

Water and Sewer Services:

- Repaired a water leak on Metfield Ln.
- Lowered 10 water valves city wide.
- Repaired an antifreeze leak on the generator at the Whitetail Lift Station.
- Painted 204 fire hydrants city wide.
- Completed 57 in home Lead Service Line Inspections.
- Pulled Routine MDNR (MO Department of Natural Resources) Water Samples.
- Replaced 3 valve boxes on Creekmoor Dr.
- Sewer Jetted 140 ft on Amberwood Ct.
- CCTV'd 140 ft of Sewer Main on Amberwood Ct.
- Replaced meter measuring chamber and register for the Benton House.
- Replaced a meter pit at 301 E. Elm.
- Investigated a water leak at 403 S. Sunset Ln.
- Cleaned and serviced the sewer vector.
- The Foxwood water tower and the Kentucky ground storage tanks were both inspected by a private contractor in compliance with MDNR regulations.

- Sewer jetted 125 ft of sewer main at N. Madison / Royal St.
- CCTV'd 125 ft of sewer main on N. Madison / Royal St.
- Completed 2,979 ft of sewer main televising for the new development at Sendera.
- Tested 2,500 ft of water main tracer wire for the new development at Cunningham 5th.
- Re-tested tracer wire for the new development at Timber Ridge.
- Assisted city engineers with water samples for the Cunningham 3rd development.
- Station maintenance was performed.
- The Whitetail Lift Station pump was replaced as part of the 2026 CIP Project.
- All lift station generators were tested.
- Continued with in home Lead Service Line inspections.
- Continued with in-field LSLI (Lead Service Line Inventory) for MDNR and EPA.
- Picked up the new 3" trash pump and hoses.
- Pulled 2 water meter history reports for the utility department.
- Replaced 6 frozen water meters.
- Responded to multiple frozen pipe calls.
- Lowered a meter pit located at 16233 Kentucky Rd.
- Pulled a meter report for the Utility Department.
- A bubbler was installed at the Owen Good Pump Station as part of the 2026 CIP Project.
- Pulled a water meter located at 1206 W. Lucy Webb from a recent structure fire.
- Completed no-reads for utility billing.
- Completed meter activations for new meter installations.
- Stale meters were identified and repairs completed as necessary.
- Station maintenance was performed.
- Completed daily station reading and inspections.
- Completed routine water and sewer customer service requests.
- Customer service and customer service training continued.

Traffic and Pedestrian Infrastructure:

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

Customer Service and Administration:

- Completed the MDNR Sample Site Plan for 2026.
- Public Works Director Trent Salsbury, Public Works Assistant Director Justin Paith, Public Works Crew Leader Zach Frazier and Public Works Senior

Engineering Tech Devon Perry attended the Missouri Asphalt Paving Association Annual Conference in Columbia, Missouri.

- Public Works Director Trent Salsbury, Public Works Assistant Director Justin Paith, and GIS Coordinator Thomas Ehlinger participated in an Asset Management Meeting/Demo with Faster Asset Management.
- Public Works Assistant Director Justin Paith participated in a virtual MDNR Funding for the Future: Infrastructure Finance Workshop.
- Conducted and completed two employee evaluations.
- Completed the MDNR Monthly Water Sample Report
- Continued to collect and record completed backflow prevention tests for the city wide backflow Program.
- Continued with LSLI Reporting.
- Congratulations to Public Works Crew Leader Kyle King for being promoted to an Public Works Engineering Tech and Congratulations to Public Works Maintenance Specialist Christian Ferrel for being promoted to Public Works Crew Leader.
- Public Works Operations Assistant Ashley Tucker assisted with the training of Annie Spangler, the new Engineering Administrative Assistant.
- Assistant Director of Public Works Justin Paith and Public Works Crew Leader Christian Ferrel participated in a meeting with Nuuly about fire flow.
- Director of Public Works Trent Salsbury, Assistant Director Justin Paith and Public Works Administrative Assistant Ashley Tucker met to discuss our upcoming Backflow Testing Program.
- Director of Public Works Trent Salsbury and Assistant Director Justin Paith met with DLTS CDL Training to discuss future CDL training opportunities.
- Public Works Team Members completed Flagger Training.
- Registered Public Works Team Members for OSHA Training.
- Held the Public Works Department monthly team meeting.
- Assistant Director of Public Works Justin Paith participated in a virtual Water/Wastewater Cyber Security and Protection Training through the MDNR and EPA.
- Administrative Assistant Ashley Tucker completed APWA Accreditation Evaluator Training.
- Conducted multiple Snow Plow Operations meetings before, during and after the winter weather event.
- The Winter Weather Event Report was completed.

MONTHLY REPORT

February 2026

Monthly Highlights

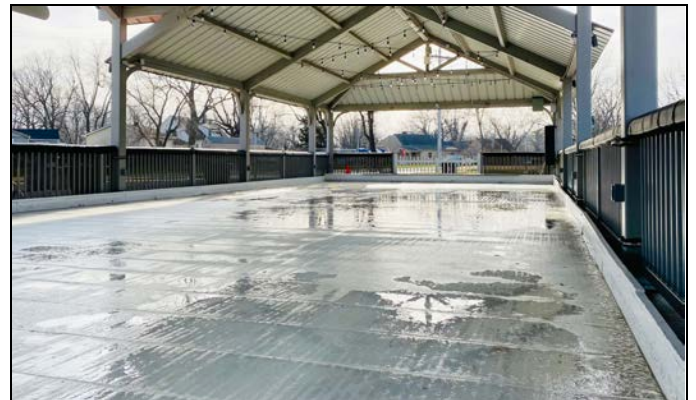
- Parks and Recreation Director Nathan Musteen attended the Missouri Parks and Recreation Association Legislative Action Day at the Capitol in Jefferson City.
- Recreation Superintendent Todd Brennon and Athletic Coordinator Nick Cook met with Raymore-Peculiar High School baseball coaches to discuss partnership opportunities.
- Raymore Parks and Recreation hosted 28 youth basketball games on February 7th at the Raymore Activity Center and the Raymore-Peculiar South Middle School.
- Recreation Coordinator Cecilia Walther attended an Age Positive meeting at the Matt Ross Community Center in Overland Park, KS to discuss programming for the 50 and older demographic.
- Recreation Superintendent Todd Brennon and Recreation Coordinator Cecilia Walther met with Johnny's Tavern in Raymore to discuss partnership opportunities.
- Park maintenance trimmed trees along the trails in Recreation Park.
- Park maintenance hung the Spring Craft Show Banner in Recreation Park.
- Parks and Recreation Director Nathan Musteen hosted a Zoom meeting with three park and recreation professionals across the state as part of the Missouri Parks and Recreation Association Mentorship Program, a professional development program designed to bridge the gap between veteran association members and emerging new professionals.
- The Parks and Recreation recreation division staff participated in the Raymore Chamber of Commerce luncheon at Centerview.
- Raymore Parks and Recreation hosted 28 youth basketball games on February 14th, held at the Raymore Activity Center and the Raymore-Peculiar South Middle School.
- Park maintenance drug the baseball fields at Recreation Park.
- Park maintenance aerated and seeded the flag football fields at Recreation Park.
- The Parks and Recreation recreation division staff held the 2nd annual Galentine's Day Book Fair at Centerview on Feb. 12.



- Parks and Recreation Staff continue planning the events for the 250th Celebration this summer and the World Cup Watch Party.
- Recreation Staff participated in a web demonstration for Civic Plus Recreation Software.
- Athletic Coordinator Nick Cook and Recreation Coordinator Cecilia Walther attended the Kansas City Metro Programmers meeting in Belton.
- Athletic Coordinator Nick Cook hosted the 2026 Basketball Coaches Banquet sponsored by Johnny's Tavern Friday, February 20th in banquet room at Johnny's.
- Park Superintendent Steve Rulo attended the Recreation and Parks Advisory Committee with Midwest Public Risk.
- Park Maintenance crews dismantled the Rink at T.B. Hanna Station and stored it for the season.

Rink Closed for the Year: Feb. 17, 2026: The ice skating season has come to a close. The unseasonably warm temperatures were just too much for us to be able to maintain ice at a safe depth for skating.

Thanks for hanging in there with us this winter and we are looking forward to spring!



The Sportsmanship Corner

(Excellence Room & Resilience Room)

Our new multipurpose rooms at the RAC are perfect for your next party. Enhance your experience by pairing your room rental with a court rental and enjoy some extra space for basketball, volleyball or pickleball!

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





Saturday, March 7

10 A.M.-2 P.M.

RAYMORE ACTIVITY CENTER | 1011 S MADISON ST.

EMAIL SUBSCRIBER REPORT

Total subscribers: 3,348
Total sends: 14,680
Most popular e-newsletters:
1) Parks Monthly- 1,160; 2) Weekly Report- 1,006; 3) Police Blotter- 810

Email open rate: 48% (vs industry avg. +10%)
Contact net growth: +23

SOCIAL MEDIA ANALYTICS - HIGHLIGHTS

CITY OF RAYMORE

Facebook @CityofRaymoreMO

- Followers: 10,296
- 326,708 views/17,445 engagement
- Total posts: 20
- Post topics: Snow plow updates, Price Chopper manager retirement, snow plow stats, water main break, holiday closure, subscribe to the Weekly Report, crossposts from PD, Parks, Animal Control
- Top post based on views: Feb. 4, Congratulations on your retirement, Mr. Tidwell!, 67,651 views

Instagram @CityofRaymoreMO

Followers: 1,448/898 views/8 interactions/1 posts

RAYMORE POLICE DEPARTMENT

Facebook @Raymore.Police

- Followers: 11,458
- 75,779 views/4,372 engagement
- Total posts: 5
- Post topics: Retirement, new police officer, phone scam alert, Citizens Police Academy
- Top post based on views: Jan. 30-Happy retirement, Cathy!, 24,875 views

RAYMORE PARKS AND RECREATION

Facebook @RaymoreParksAndRec

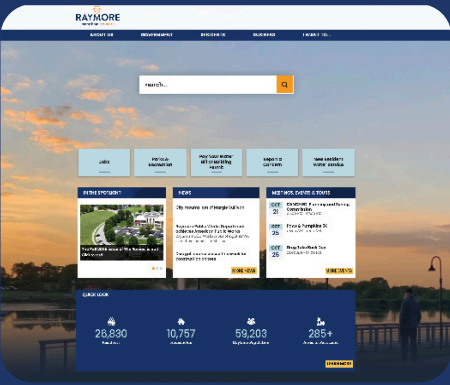
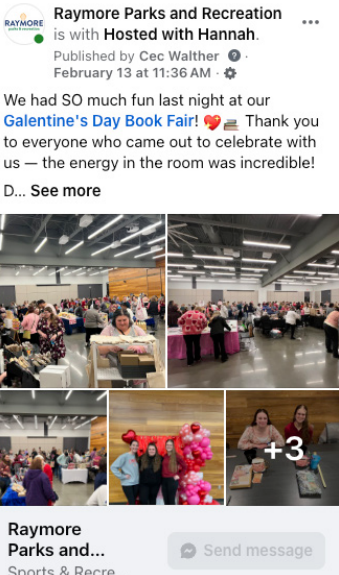
- Followers: 7,879
- 970,277 views/4,577 engagement
- Total posts: 30
- Post topics: Weather cancellations/updates for programs and events, fitness, Galentine's Day Book Fair, paint and crochet events, volunteer coaches, youth sports deadlines, closure of The Rink for the season
- Top post based on views: Feb. 13-We had SO much fun last night at our Galentine's Day Book Fair!, 8,970 views

Instagram @RaymoreParks

Followers: 307/2.1K views/43 interactions/7 posts

ADDITIONAL CITY SOCIAL MEDIA ACCOUNTS

@RaymoreEmergencyManagement, @RaymoreAnimalControl and @RaymoreArts on Facebook; @CityofRaymoreMO on Threads and X (urgent notifications only)



WEBSITE www.raymore.com

- 2 news stories published:
Feb. 4: Mayor Turnbow recognizes retiring Price Chopper manager Ray Tidwell
Feb. 17: The Rink at T.B. Hanna Station closes for the season due to warm temperatures



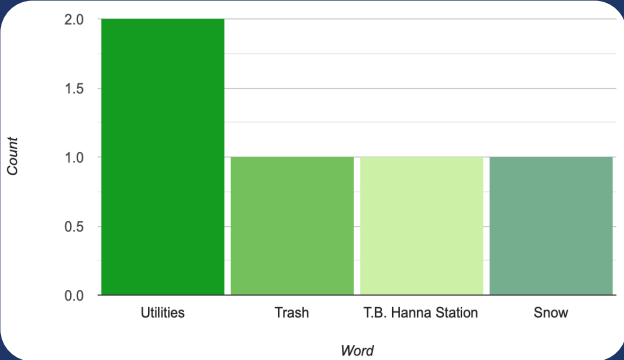
YOUTUBE youtube.com/CityofRaymore

- 422 subscribers (+2)
- 1.1K views
- 5:09 avg. view duration
- 93.1 hours of watchtime

SAY MORE IN RAYMORE PODCAST

- Season 2, Episode 1: *Pets, People & Public Safety with Raymore Animal Control*, Released Jan. 30. 51 downloads*
- 61 downloads last 30 days. 567 all-time downloads.*
- Locations: 71 total cities, 9 countries/territories
- Season 2, Episode 2 scheduled to release last week of February on the topic of Raymore Police 911 Dispatch

*Episodes can be streamed without downloading



TEXTMYGOV

816-892-9737

- Text conversations: 7
- Subscriber notifications sent - 1
- Feb. 11 - Raymore Arts Power of Perspectives Art Competition and Call for Public Art (122 subscribers)
- Reports: 0

ITEMS OF NOTE FOR JANUARY-FEBRUARY

- Communications Director Melissa Harmer and Community Engagement Coordinator Alex Garcia began the first phase of the new website design process.
- Community Engagement Coordinator Alex Garcia attended the KC2026 Community Events & Activation Network on Feb. 17 and learned more about local impact and marketing opportunities from the FIFA World Cup™ this summer.
- Communications Director Melissa Harmer and Community Engagement Coordinator Alex Garcia met with Parks staff to collaborate organization of summer events.

UPCOMING

- Communications staff will begin sharing information with residents through multiple channels (email, social media, print, text, in-person, etc.) this week about the new resident survey program FlashVote.
- Rotating public art program: The Raymore Arts Commission distributed a Call for Public Art for two sculptures to be temporarily leased and placed in Memorial Park, one on the green space near the tennis courts, shelter and baseball fields and one at the south end of the park on the Arboretum Trail near Lucy Webb Road. More than a dozen entries have been received as of Feb. 18. The Public Art Committee will review and choose finalists in early March before the final approval goes before the Arts Commission at its March 10 meeting.
- The Raymore Arts Commission invites area artists to participate in the third annual Power of Perspectives Art Competition. Artists may enter the competition through April 8. The exhibit and awards reception will be Friday, April 17 at the Centerview event space. Learn more and apply at www.raymore.com/pop

POWER OF PERSPECTIVES

— AN ART COMPETITION AND CELEBRATION

ART EXHIBIT & AWARDS CEREMONY

Friday, April 17 | 6-8 p.m. at Centerview

COMPETITION CATEGORIES

- Painting
- Drawing
- Photography
- Mixed media/Sculpture/Other



FINANCE MONTHLY REPORT

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

December Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

16.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 23.25% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2026.
- Franchise Tax revenues are tracking slightly below straight line at 13.36%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 15.95%. City sales taxes are at 15.27% while state shared gasoline and vehicle taxes are at 17.72%.
- Fees and Permit revenues collected are tracking above straight line budget at 37.58%. There are 22 residential building permits issued out of the 183 budgeted starts. In addition, we have issued 5 commercial building permits.
- License revenues collected are tracking above straight line budget at 50.51%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in December and January when the licenses are due and staff anticipates a small amount throughout the summer and fall for new builders to the area. Liquor licenses are due in May and processed in June.
- Municipal Court revenues collected are below straight line budget at 15.64%. Staff will monitor this revenue source closely throughout the year.
- Miscellaneous revenues are below straight line budget at 7.42%.

Expenditures:

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

- The Information Technology Department has started to replace the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Emergency Management Department is currently at 19.79% of straight line budget primarily due to the payment of the siren maintenance contract.

Public Safety Sales Tax Fund

Passed: 04/08/2025

Effective: 10/01/2025

First DOR Distribution: 12/2025

Revenue:

Revenues are at 7.15% of budget 16.67% of the way through the year. Normal collection of this revenue began in December for October retail sales.

Expenditures:

There are no December expenses.

Parks & Recreation Fund

Revenue:

Revenues are at 27.95% of budget 16.67% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 16.69% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

NON-DEPARTMENTAL

PROPERTY TAXES	0.00	0.00	0.00	2,127,978.00	1,417,169.59	1,420,738.07	0.00	707,239.93	66.76
FRANCHISE TAXES	0.00	0.00	0.00	2,699,704.00	174,244.84	360,627.03	0.00	2,339,076.97	13.36
SALES TAXES	0.00	0.00	0.00	5,200,460.00	403,171.04	829,676.99	0.00	4,370,783.01	15.95
FEES AND PERMITS	0.00	0.00	0.00	588,265.00	67,574.00	221,053.98	0.00	367,211.02	37.58
LICENSES	0.00	0.00	0.00	139,020.00	38,254.00	70,219.00	0.00	68,801.00	50.51
MUNICIPAL COURT	0.00	0.00	0.00	307,874.00	23,609.99	48,149.77	0.00	259,724.23	15.64
MISCELLANEOUS	0.00	0.00	0.00	1,029,594.00	49,405.36	76,374.99	0.00	953,219.01	7.42
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,459,053.00	178,128.34	356,256.68	0.00	2,102,796.32	14.49
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	14,551,948.00	2,351,557.16	3,383,096.51	0.00	11,168,851.49	23.25

COVID-19

TOTAL REVENUES	0.00	0.00	0.00	14,551,948.00	2,351,557.16	3,383,096.51	0.00	11,168,851.49	23.25
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	1,945,200.00	20,625.00	1,791,522.48	0.00	153,677.52	92.10
ADMINISTRATION	0.00	0.00	0.00	1,663,933.76	169,622.38	252,895.23	5,650.74	1,405,387.79	15.54
INFORMATION TECHNOLOGY	2,153.90	0.00	2,153.90	997,841.94	155,959.52	312,660.96	21,562.73	663,618.25	33.49
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	198,801.00	31,315.84	42,277.39	2,180.45	154,343.16	22.36
COMMUNITY DEVELOPMENT	229.59	229.59	0.00	1,031,084.96	102,088.49	171,037.14	283.34	859,764.48	16.62
ENGINEERING	229.59	229.59	0.00	552,471.84	24,518.33	64,365.06	261.34	487,845.44	11.70
STREETS	2,160.01	0.00	2,160.01	1,058,970.72	125,887.93	182,868.65	17,267.51	858,834.56	18.90
BUILDING & GROUNDS	0.00	0.00	0.00	431,281.40	33,794.57	68,606.34	15,723.58	346,951.48	19.55
STORMWATER	0.00	0.00	0.00	402,176.40	35,939.66	61,781.41	72.19	340,322.80	15.38
COURT	0.00	0.00	0.00	218,125.00	20,558.47	35,983.87	677.34	181,463.79	16.81
FINANCE	1,000.00	1,000.00	0.00	1,055,552.86	89,486.33	161,813.48	20,249.34	873,490.04	17.25
COMMUNICATIONS	0.00	0.00	0.00	367,723.00	39,337.03	69,152.05	3,753.29	294,817.66	19.83
PROSECUTING ATTORNEY	0.00	0.00	0.00	27,000.00	2,250.00	2,250.00	2,250.00	22,500.00	16.67
POLICE	0.00	0.00	0.00	6,317,438.90	660,323.24	1,174,339.52	48,750.59	5,094,348.79	19.36
EMERGENCY MANAGEMENT	0.00	0.00	0.00	171,991.88	14,292.49	33,722.03	317.70	137,952.15	19.79

TOTAL EXPENDITURES	5,773.09	1,459.18	4,313.91	16,439,593.66	1,525,999.28	4,425,275.61	139,000.14	11,875,317.91	27.76
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REVENUES OVER/ (UNDER) EXPENDITURES	(5,773.09)	1,459.18	(4,313.91)	(1,887,645.66)	825,557.88	(1,042,179.10)	(139,000.14)	(706,466.42)	62.57
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15 -PUBLIC SAFETY SALES TAX
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
SALES TAXES	0.00	0.00	0.00	1,026,289.00	59,786.02	73,574.87	0.00	952,714.13	7.17
MISCELLANEOUS	0.00	0.00	0.00	3,321.00	0.00	0.00	0.00	3,321.00	0.00
TOTAL NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,029,610.00</u>	<u>59,786.02</u>	<u>73,574.87</u>	<u>0.00</u>	<u>956,035.13</u>	<u>7.15</u>
TOTAL REVENUES	0.00	0.00	0.00	1,029,610.00	59,786.02	73,574.87	0.00	956,035.13	7.15
<u>EXPENDITURE SUMMARY</u>									
POLICE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>816,185.01</u>	<u>0.00</u>	<u>0.00</u>	<u>2,268.20</u>	<u>813,916.81</u>	<u>0.28</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	816,185.01	0.00	0.00	2,268.20	813,916.81	0.28
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	213,424.99	59,786.02	73,574.87 (	2,268.20)	142,118.32	33.41

25 -PARK FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
TRANSFERS - INTERFUND	0.00	0.00	0.00	0.00	0.00	16,200.00	0.00	(16,200.00)	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	16,200.00	0.00	(16,200.00)	0.00
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	555,127.00	381,298.04	382,258.11	0.00	172,868.89	68.86
MISCELLANEOUS	0.00	0.00	0.00	40,652.00	2,911.70	2,964.49	0.00	37,687.51	7.29
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,615.00	35.00	35.00	0.00	22,580.00	0.15
TRANSFERS - INTERFUND	0.00	0.00	0.00	650,000.00	68,750.00	137,500.00	0.00	512,500.00	21.15
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,268,394.00	452,994.74	522,757.60	0.00	745,636.40	41.21
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	52,000.00	86.00	102.50	0.00	51,897.50	0.20
FACILITY RENTAL REVENUE	0.00	0.00	0.00	20,320.00	115.00	115.00	0.00	20,205.00	0.57
PROGRAM REVENUE	0.00	0.00	0.00	311,275.00	3,611.52	5,626.52	0.00	305,648.48	1.81
TOTAL RECREATION DIVISION	0.00	0.00	0.00	383,595.00	3,812.52	5,844.02	0.00	377,750.98	1.52
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	82,950.00	3,811.25	11,844.86	0.00	71,105.14	14.28
PROGRAM REVENUE	0.00	0.00	0.00	13,850.00	(5.00)	210.00	0.00	13,640.00	1.52
TOTAL CENTERVIEW	0.00	0.00	0.00	96,800.00	3,806.25	12,054.86	0.00	84,745.14	12.45
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	11,600.00	1,864.00	3,411.00	0.00	8,189.00	29.41
CONCESSION REVENUE	0.00	0.00	0.00	5,900.00	659.00	761.00	0.00	5,139.00	12.90
FACILITY RENTAL REVENUE	0.00	0.00	0.00	42,575.00	4,617.50	7,917.50	0.00	34,657.50	18.60
PROGRAM REVENUE	0.00	0.00	0.00	244,845.00	1,138.00	5,053.00	0.00	239,792.00	2.06
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	304,920.00	8,278.50	17,142.50	0.00	287,777.50	5.62
TOTAL REVENUES	0.00	0.00	0.00	2,053,709.00	468,892.01	573,998.98	0.00	1,479,710.02	27.95
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	10,499.12	0.00	10,499.12	1,266,979.49	128,275.28	222,055.14	5,767.28	1,039,157.07	17.98
RECREATION DIVISION	0.00	0.00	0.00	432,460.50	32,805.67	57,073.38	2,563.29	372,823.83	13.79
CENTERVIEW	0.00	0.00	0.00	116,533.96	8,257.87	17,949.66	2,119.08	96,465.22	17.22
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	299,385.54	40,452.96	62,965.77	2,676.06	233,743.71	21.93
TOTAL EXPENDITURES	10,499.12	0.00	10,499.12	2,115,359.49	209,791.78	360,043.95	13,125.71	1,742,189.83	17.64
REVENUES OVER/(UNDER) EXPENDITURES	(10,499.12)	0.00	(10,499.12)	(61,650.49)	259,100.23	213,955.03	(13,125.71)	(262,479.81)	325.75-

50 -ENTERPRISE FUND
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	253,724.00	19,094.10	30,557.28	0.00	223,166.72	12.04
UTILITY REVENUE	0.00	0.00	0.00	11,974,953.00	945,425.14	2,003,250.36	0.00	9,971,702.64	16.73
TRANSFERS - INTERFUND	0.00	0.00	0.00	8,500.00	0.00	8,500.00	0.00	0.00	100.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	12,237,177.00	964,519.24	2,042,307.64	0.00	10,194,869.36	16.69
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	12,237,177.00	964,519.24	2,042,307.64	0.00	10,194,869.36	16.69
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	750,000.00	62,500.00	125,000.00	0.00	625,000.00	16.67
WATER	0.00	0.00	0.00	4,952,118.34	371,030.56	783,245.56	7,118.02	4,161,754.76	15.96
SEWER	0.00	0.00	0.00	4,859,394.34	721,755.64	698,666.31	14,790.08	4,145,937.95	14.68
SOLID WASTE	0.00	0.00	0.00	2,293,838.00	176,324.48	176,324.48	0.00	2,117,513.52	7.69
TOTAL EXPENDITURES	0.00	0.00	0.00	12,855,350.68	1,331,610.68	1,783,236.35	21,908.10	11,050,206.23	14.04
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	(618,173.68)	(367,091.44)	259,071.29	(21,908.10)	(855,336.87)	38.37-

Investment Monthly Report

Investments Held at 12/31/2025

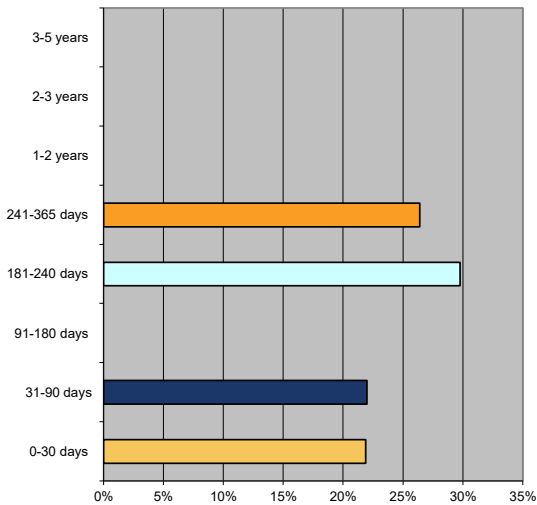
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/31/25	1431717	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
12/31/25	1431684	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	4,972,922.88	4,972,922.88	3.930	4,972,922.88	NA
08/14/19	901472	CBR	CD	Fund 50	08/25/26	766,794.66	766,794.66	3.800	766,794.66	NA
09/05/25	1404904	NASB	CD		09/05/26	2,000,000.00	2,000,000.00	3.850	2,000,000.00	NA
03/20/25	1275842	NASB	CD		03/20/26	2,500,000.00	2,500,000.00	5.250	2,500,000.00	NA
03/20/25		NASB	CD		03/20/26	2,500,000.00	2,500,000.00	5.250	2,500,000.00	NA
08/07/25	296026850	COMMERCE	US TREASURY		08/06/26	1,999,929.45	2,077,000.00	3.838	1,999,929.45	(77,070.55)
08/07/25	296026851	COMMERCE	US TREASURY	JUSTICE CENTER	08/06/26	3,999,858.91	4,154,000.00	3.838	3,999,858.91	(154,141.09)
Investment Total						22,739,505.90	22,970,717.54		22,739,505.90	(231,211.64)

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

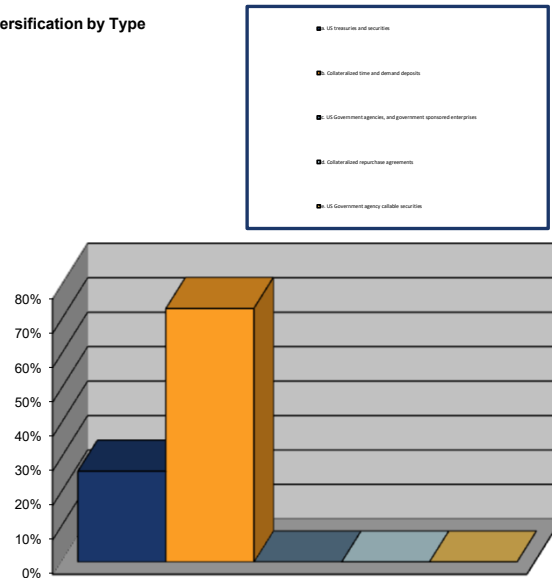
Average Annual Rate of Return: 4.1529

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
12/23/24	296025548	COMMERCE	US TREASURY NOTE		12/31/25	4,001,093.75	4,000,000.00	4.221	365.00

Average Rate of Return on Maturities: 4.22

December Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2025 - Sept. 2026)	MoDOT (Traffic & Hwy. Safety Division)	\$14,800 (no match)	\$665.34	\$0.00	09/30/26
State & Community Hwy. Safety Grant - HMV (Oct. 2025 - Sept. 2026)	MoDOT (Traffic & Hwy. Safety Division)	\$15,379 (no match)	\$0.00	\$0.00	09/30/26
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$5,860.05	\$5,860.05	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2025 (July 2024 - June 2025)	FEMA	\$34,171.57 (50% match)	\$26,556.27	\$26,556.27	06/30/25
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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State & Community Hwy. Safety Grant - DWI (Oct. 2024 - Sept. 2025)	MoDOT (Traffic & Hwy. Safety Division)	\$7,000 (no match)	\$6,915.37	\$6,915.37	09/30/25
State & Community Hwy. Safety Grant - HMV (Oct. 2024 - Sept. 2025)	MoDOT (Traffic & Hwy. Safety Division)	\$15,379 (no match)	\$15,327.78	\$15,327.78	09/30/25

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period January 1, 2026 to January 31, 2026.

January Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

25.00% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 23.25% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2026.
- Franchise Tax revenues are tracking slightly below straight line at 22.82%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 24.75%. City sales taxes are at 24.14% while state shared gasoline and vehicle taxes are at 26.15%.
- Fees and Permit revenues collected are tracking above straight line budget at 64.94%. There are 34 residential building permits issued out of the 183 budgeted starts. In addition, we have issued 11 commercial building permits.
- License revenues collected are tracking above straight line budget at 59.60%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in December and January when the licenses are due and staff anticipates a small amount throughout the summer and fall for new builders to the area. Liquor licenses are due in May and processed in June.
- Municipal Court revenues collected are below straight line budget at 23.50%. Staff will monitor this revenue source closely throughout the year.
- Miscellaneous revenues are above straight line budget at 34.35% primarily due to Dispatch Fee collections in January.

Expenditures:

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

- The Information Technology Department has started to replace the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Street Department is currently at 30.19% of straight line budget primarily due to the purchase of salt as well as vehicle and equipment maintenance due to snow removal.

Public Safety Sales Tax Fund

Passed: 04/08/2025

Effective: 10/01/2025

First DOR Distribution: 12/2025

Revenue:

Revenues are at 15.59% of budget 25.00% of the way through the year. Normal collection of this revenue began in December for October retail sales. Staff will continue to monitor this revenue closely.

Expenditures:

Expenses include Cadet salaries as well as tuition for five cadets in the police academy

Parks & Recreation Fund

Revenue:

Revenues are at 43.37% of budget 25.00% of the way through the year, normal for this time of the year. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 24.15% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: JANUARY 31ST, 2026

01 -GENERAL FUND

FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

NON-DEPARTMENTAL

PROPERTY TAXES	0.00	0.00	0.00	2,127,978.00	614,061.00	2,034,799.07	0.00	93,178.93	95.62
FRANCHISE TAXES	0.00	0.00	0.00	2,699,704.00	255,335.70	615,962.73	0.00	2,083,741.27	22.82
SALES TAXES	0.00	0.00	0.00	5,200,460.00	457,615.65	1,287,292.64	0.00	3,913,167.36	24.75
FEES AND PERMITS	0.00	0.00	0.00	588,265.00	160,955.63	382,009.61	0.00	206,255.39	64.94
LICENSES	0.00	0.00	0.00	139,020.00	12,636.00	82,855.00	0.00	56,165.00	59.60
MUNICIPAL COURT	0.00	0.00	0.00	307,874.00	24,214.67	72,364.44	0.00	235,509.56	23.50
MISCELLANEOUS	0.00	0.00	0.00	1,029,594.00	277,288.77	353,663.76	0.00	675,930.24	34.35
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,459,053.00	178,128.34	534,385.02	0.00	1,924,667.98	21.73
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	14,551,948.00	1,980,235.76	5,363,332.27	0.00	9,188,615.73	36.86

COVID-19

TOTAL REVENUES	0.00	0.00	0.00	14,551,948.00	1,980,235.76	5,363,332.27	0.00	9,188,615.73	36.86
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	1,945,200.00	20,625.00	1,812,147.48	0.00	133,052.52	93.16
ADMINISTRATION	0.00	0.00	0.00	1,663,933.76	99,897.69	352,792.92	13,444.65	1,297,696.19	22.01
INFORMATION TECHNOLOGY	2,153.90	0.00	2,153.90	997,841.94	56,857.58	369,518.54	20,006.63	608,316.77	39.04
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	198,801.00	13,652.18	55,929.57	10,827.82	132,043.61	33.58
COMMUNITY DEVELOPMENT	229.59	229.59	0.00	1,031,084.96	71,293.29	242,330.43	1,620.13	787,134.40	23.66
ENGINEERING	229.59	229.59	0.00	552,471.84	32,511.93	96,876.99	823.39	454,771.46	17.68
STREETS	2,160.01	0.00	2,160.01	1,058,970.72	72,046.42	254,915.07	64,736.32	739,319.33	30.19
BUILDING & GROUNDS	0.00	0.00	0.00	431,281.40	39,296.64	107,902.98	3,634.65	319,743.77	25.86
STORMWATER	0.00	0.00	0.00	402,176.40	24,735.48	86,516.89	1,895.60	313,763.91	21.98
COURT	0.00	0.00	0.00	218,125.00	16,102.21	52,086.08	79.61	165,959.31	23.92
FINANCE	1,000.00	1,000.00	0.00	1,055,552.86	83,670.16	245,483.64	13,922.91	796,146.31	24.58
COMMUNICATIONS	0.00	0.00	0.00	367,723.00	31,953.52	101,105.57	1,162.77	265,454.66	27.81
PROSECUTING ATTORNEY	0.00	0.00	0.00	27,000.00	2,250.00	4,500.00	2,250.00	20,250.00	25.00
POLICE	0.00	0.00	0.00	6,317,438.90	488,082.66	1,662,422.18	47,147.62	4,607,869.10	27.06
EMERGENCY MANAGEMENT	0.00	0.00	0.00	171,991.88	10,579.14	44,301.17	146.39	127,544.32	25.84

TOTAL EXPENDITURES	5,773.09	1,459.18	4,313.91	16,439,593.66	1,063,553.90	5,488,829.51	181,698.49	10,769,065.66	34.49
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REVENUES OVER/ (UNDER) EXPENDITURES	(5,773.09)	1,459.18	(4,313.91)	(1,887,645.66)	916,681.86	(125,497.24)	(181,698.49)	(1,580,449.93)	16.27
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15 -PUBLIC SAFETY SALES TAX
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
SALES TAXES	0.00	0.00	0.00	1,026,289.00	86,933.08	160,507.95	0.00	865,781.05	15.64
MISCELLANEOUS	0.00	0.00	0.00	3,321.00	0.00	0.00	0.00	3,321.00	0.00
TOTAL NON-DEPARTMENTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,029,610.00</u>	<u>86,933.08</u>	<u>160,507.95</u>	<u>0.00</u>	<u>869,102.05</u>	<u>15.59</u>
TOTAL REVENUES	0.00	0.00	0.00	1,029,610.00	86,933.08	160,507.95	0.00	869,102.05	15.59
<u>EXPENDITURE SUMMARY</u>									
POLICE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>816,185.01</u>	<u>50,570.31</u>	<u>50,570.31</u>	<u>4,749.75</u>	<u>760,864.95</u>	<u>6.78</u>
TOTAL EXPENDITURES	0.00	0.00	0.00	816,185.01	50,570.31	50,570.31	4,749.75	760,864.95	6.78
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00	213,424.99	36,362.77	109,937.64	(4,749.75)	108,237.10	49.29

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: JANUARY 31ST, 2026

25 -PARK FUND

FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
TRANSFERS - INTERFUND	0.00	0.00	0.00	0.00	0.00	16,200.00	0.00	(16,200.00)	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	16,200.00	0.00	(16,200.00)	0.00
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	555,127.00	165,124.31	547,382.42	0.00	7,744.58	98.60
MISCELLANEOUS	0.00	0.00	0.00	40,652.00	1,131.30	4,095.79	0.00	36,556.21	10.08
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,615.00	305.00	340.00	0.00	22,275.00	1.50
TRANSFERS - INTERFUND	0.00	0.00	0.00	650,000.00	68,750.00	206,250.00	0.00	443,750.00	31.73
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,268,394.00	235,310.61	758,068.21	0.00	510,325.79	59.77
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	52,000.00	37.00	139.50	0.00	51,860.50	0.27
FACILITY RENTAL REVENUE	0.00	0.00	0.00	20,320.00	2,300.00	2,415.00	0.00	17,905.00	11.88
PROGRAM REVENUE	0.00	0.00	0.00	311,275.00	50,450.00	56,076.52	0.00	255,198.48	18.02
TOTAL RECREATION DIVISION	0.00	0.00	0.00	383,595.00	52,787.00	58,631.02	0.00	324,963.98	15.28
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	82,950.00	4,269.25	16,114.11	(65.00)	66,900.89	19.35
PROGRAM REVENUE	0.00	0.00	0.00	13,850.00	940.00	1,150.00	0.00	12,700.00	8.30
TOTAL CENTERVIEW	0.00	0.00	0.00	96,800.00	5,209.25	17,264.11	(65.00)	79,600.89	17.77
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	11,600.00	1,056.00	4,467.00	0.00	7,133.00	38.51
CONCESSION REVENUE	0.00	0.00	0.00	5,900.00	1,008.00	1,769.00	0.00	4,131.00	29.98
FACILITY RENTAL REVENUE	0.00	0.00	0.00	42,575.00	4,255.00	12,172.50	0.00	30,402.50	28.59
PROGRAM REVENUE	0.00	0.00	0.00	244,845.00	17,162.00	22,215.00	0.00	222,630.00	9.07
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	304,920.00	23,481.00	40,623.50	0.00	264,296.50	13.32
TOTAL REVENUES	0.00	0.00	0.00	2,053,709.00	316,787.86	890,786.84	(65.00)	1,162,987.16	43.37
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	10,499.12	0.00	10,499.12	1,266,979.49	88,080.37	310,135.51	8,844.50	947,999.48	25.18
RECREATION DIVISION	0.00	0.00	0.00	432,460.50	24,386.98	81,460.36	3,719.68	347,280.46	19.70
CENTERVIEW	0.00	0.00	0.00	116,533.96	11,806.55	29,756.21	2,572.97	84,204.78	27.74
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	299,385.54	24,475.43	87,441.20	5,382.54	206,561.80	31.00
TOTAL EXPENDITURES	10,499.12	0.00	10,499.12	2,115,359.49	148,749.33	508,793.28	20,519.69	1,586,046.52	25.02
REVENUES OVER/(UNDER) EXPENDITURES	(10,499.12)	0.00	(10,499.12)	(61,650.49)	168,038.53	381,993.56	(20,584.69)	(423,059.36)	586.22-

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: JANUARY 31ST, 2026

50 -ENTERPRISE FUND

FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	253,724.00	7,573.73	38,131.01	0.00	215,592.99	15.03
UTILITY REVENUE	0.00	0.00	0.00	11,974,953.00	905,066.58	2,908,316.94	0.00	9,066,636.06	24.29
TRANSFERS - INTERFUND	0.00	0.00	0.00	8,500.00	0.00	8,500.00	0.00	0.00	100.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	12,237,177.00	912,640.31	2,954,947.95	0.00	9,282,229.05	24.15
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	12,237,177.00	912,640.31	2,954,947.95	0.00	9,282,229.05	24.15
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	750,000.00	62,500.00	187,500.00	0.00	562,500.00	25.00
WATER	0.00	0.00	0.00	4,952,118.34	319,198.88	1,102,444.44	8,387.56	3,841,286.34	22.43
SEWER	0.00	0.00	0.00	4,859,394.34	231,845.59	930,511.90	11,390.82	3,917,491.62	19.38
SOLID WASTE	0.00	0.00	0.00	2,293,838.00	175,727.02	352,051.50	0.00	1,941,786.50	15.35
TOTAL EXPENDITURES	0.00	0.00	0.00	12,855,350.68	789,271.49	2,572,507.84	19,778.38	10,263,064.46	20.17
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	(618,173.68)	123,368.82	382,440.11	(19,778.38)	(980,835.41)	58.67-

Investment Monthly Report

Investments Held at 01/31/2026

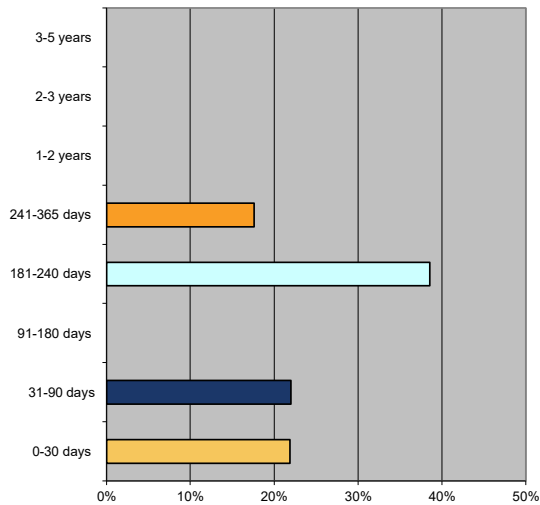
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/31/25	1431717	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
12/31/25	1431684	NASB	CD		12/31/26	2,000,000.00	2,000,000.00	3.750	2,000,000.00	NA
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	4,972,922.88	4,972,922.88	3.930	4,972,922.88	NA
08/14/19	901472	CBR	CD	Fund 50	08/25/26	766,794.66	766,794.66	3.800	766,794.66	NA
09/05/25	1404904	NASB	CD		09/05/26	2,000,000.00	2,000,000.00	3.850	2,000,000.00	NA
03/20/25	1275842	NASB	CD		03/20/26	2,500,000.00	2,500,000.00	5.250	2,500,000.00	NA
03/20/25		NASB	CD		03/20/26	2,500,000.00	2,500,000.00	5.250	2,500,000.00	NA
08/07/25	296026850	COMMERCE	US TREASURY		08/06/26	1,999,929.45	2,077,000.00	3.838	1,999,929.45	(77,070.55)
08/07/25	296026851	COMMERCE	US TREASURY	JUSTICE CENTER	08/06/26	3,999,858.91	4,154,000.00	3.838	3,999,858.91	(154,141.09)
Investment Total						22,739,505.90	22,970,717.54		22,739,505.90	(231,211.64)

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

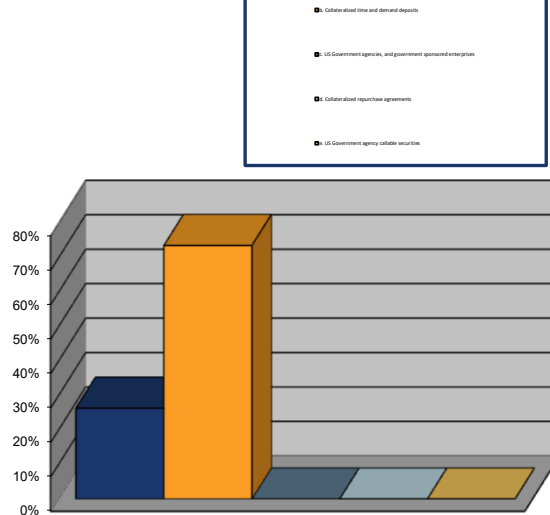
Average Annual Rate of Return: 4.1529

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Quarter

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
12/23/24	296025548	COMMERCE	US TREASURY NOTE		12/31/25	4,001,093.75	4,000,000.00	4.221	365.00
Average Rate of Return on Maturities:								4.22	

January Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2025 - Sept. 2026)	MoDOT (Traffic & Hwy. Safety Division)	\$14,800 (no match)	\$1,935.10	\$1,935.10	09/30/26
State & Community Hwy. Safety Grant - HMV (Oct. 2025 - Sept. 2026)	MoDOT (Traffic & Hwy. Safety Division)	\$15,379 (no match)	\$0.00	\$0.00	09/30/26
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$6,647.44	\$6,647.44	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2025 (July 2024 - June 2025)	FEMA	\$34,171.57 (50% match)	\$26,556.27	\$26,556.27	06/30/25
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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State & Community Hwy. Safety Grant - DWI (Oct. 2024 - Sept. 2025)	MoDOT (Traffic & Hwy. Safety Division)	\$7,000 (no match)	\$6,915.37	\$6,915.37	09/30/25
State & Community Hwy. Safety Grant - HMV (Oct. 2024 - Sept. 2025)	MoDOT (Traffic & Hwy. Safety Division)	\$15,379 (no match)	\$15,327.78	\$15,327.78	09/30/25

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, FEBRUARY 9, 2026, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY CATHERINE ALEGRE.

1. Call to Order

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

2. Roll Call

Recording Secretary Catherine Alegre called roll; quorum present to conduct business. Councilmember Barber was absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

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

Economic Development Director Jordan Lea presented the 2025 Annual Report.

City Manager Jim Feuerborn noted the February 16 work session will be cancelled in observance of Presidents Day.

7. Committee Reports

8. Consent Agenda

A. City Council Regular Meeting minutes, January 26, 2026

B. Resolution 26-02: 2025 Street Preservation - Acceptance and Final Payment

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

DISCUSSION: Councilmember Abdelgawad stated that although she was absent from the last meeting, she watched the meeting and would be voting on the minutes.

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

9. Unfinished Business

A. Award of Contract - Pavement Condition Index Survey

BILL 4007: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH APPLIED RESEARCH ASSOCIATES, INC. FOR A PAVEMENT CONDITION INDEX SURVEY, CITY PROJECT NUMBER 26-483-301 IN THE AMOUNT OF \$59,100.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Catherine Alegre conducted the second reading of Bill 4007 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 4007 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Absent
	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 4007 as **Raymore City Ordinance 2026-008.**

B. Award of Contract - Willow Hills Storm Culvert Repairs

BILL 4008: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KB CONSTRUCTION SERVICES, LLC FOR THE REPLACEMENT OF TWO CULVERT PIPES IN THE WILLOW HILLS NEIGHBORHOOD, CITY PROJECT NUMBER 26-481-202 IN THE AMOUNT OF \$29,949.74 AND

AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Catherine Alegre conducted the second reading of Bill 4008 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the second reading of Bill 4008 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Absent
	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 4008 as **Raymore City Ordinance 2026-009.**

10. New Business

A. Appeal of Site Plan Application Denial - 7 Brew Coffee

BILL 4013: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DENYING THE APPEAL OF 7 Brew COFFEE AND UPHOLDING THE PLANNING AND ZONING COMMISSION'S DENIAL OF PLANNING CASE NUMBER 25017, PURSUANT TO SECTION 470.160(G)(2) OF THE UNIFIED DEVELOPMENT CODE."

Recording Secretary Catherine Alegre conducted the first reading of Bill 4013 by title only.

Development Services Director David Gress reviewed the information included in the Council packet. Jason Pullman, representing P2 Real Estate, LLC and 7 Brew Coffee, is requesting an appeal before the City Council of the decision by the Planning and Zoning Commission to deny the site plan application for a proposed 7 Brew Coffee located on Lot 2 of the Raymore Gateway site near 58 Highway and Westgate Drive. The Planning and Zoning Commission, at their December 16, 2025 meeting, voted 5-2 to accept the staff proposed findings of fact and denied the site plan application. Pursuant to Section 470.160(G)(2) of the Unified Development Code, the applicant filed an appeal to the decision of the Planning and Zoning Commission to the City Council for further review. Staff started working on this project in February 2025. A preapplication meeting was held with the applicants to discuss the project, give some preliminary feedback,

and outline the processes in which the applicant was required to take. In April of that year, the applicant submitted the site plan application for review. After working for several months, the site plan review was before the Planning and Zoning Commission in December 2025, which resulted in the denial of the application. Staff identified concerns relative to the use of the property as a drive-thru establishment regarding circulation on the site, access, cross access between adjoining properties, and the possible traffic spillover onto the adjacent roadways of 58 Highway, Kentucky, and Westgate. These concerns stemmed from the concentration of what are two very high volume, high traffic uses, with Chick-fil-A being existing and this being the proposed use. In addition, we identified a couple of different kinds of access easements and unnecessary encumbrances on the property that staff felt prevented the full use of that property. Staff also identified a couple of different conflicting concerns with the city's newly adopted comprehensive plan. That document focuses on this property and the area around it as the Raymore Gateway. There are two goals within the comprehensive plan: the first is to prioritize the reutilization of this corner for redevelopment and use that as a key entrance into our city; and the second is to prioritize good access management principles along 58 Highway and Westgate Drive in order to mitigate traffic impacts from surrounding development. Staff communicated these concerns with the applicant early on and clarified that staff may not be in favor of the project at that time, however, it is ultimately the decision of the Planning and Zoning Commission. Given these goals, staff felt adding the significant increase in the morning traffic at that corner with limited capacity or abilities to really mitigate that with the available right-of-way and the current configuration of the road, were in direct conflict with the goal of also managing good access and good access management along 58 Highway. In the Unified Development Code (UDC) under Chapter 470.160 (E) staff is directed to compile the findings of fact for the project, taking into account all facts about the project. It provides that in order to be approved, the Planning or Zoning Commission must find that the 11 conditions are met. Those 11 conditions are the findings of fact that staff has presented to the Commission. Those findings consider both the compliance with our minimum zoning regulations that are spelled out in the Zoning Code. It also asks us to take into consideration the impacts that the project has on different adopted plans or policies of the City, in this case the comprehensive plan and the redevelopment plan and blight study that the city adopted four years ago for this area, traffic plans, and traffic studies that the city has conducted over the past several years. All of this combined formed the recommendation of staff for denial of the project to the Planning and Zoning Commission. Staff weighed the compliance with the minimum standards in comparison to the traffic concerns, congestion, and the lack of ways to mitigate the congestion; determining that not complying with the comprehensive plan goals carried more weight in the recommendation. There are other areas along 58 Highway that project would not only meet the minimum zoning standards but also not create the conflicts and the concerns that staff identified in this heavily trafficked intersection. The UDC findings, with particular respect to finding number two, it directs staff to consider the alignment with other adopted plans of the City when reviewing site plan applications. In staff's view, considering the comprehensive plan or any

other adopted redevelopment plan, policy or goal using those in the findings is not arbitrary or capricious. It's spelled out in the UDC as a requirement for us to look at those items. These were the ultimate elements that staff used when determining where to fall in this project. As outlined in the staff report, there are various areas where the findings were met and there are various areas where staff felt that the findings were not being met based on those concerns. The code implies that all of those conditions have to be met in order for approval to be granted.

Jason Pullman, 91 W. Champions Boulevard, Rogers, AR, gave an introduction of 7 Brew Coffee. Raymore was one of the first cities we identified that we wanted to be located in the Kansas City area. We tried numerous parcels along the road and they didn't work out. We saw the China Star location, noting it had a lot of extra parking and was underutilized. We reached out to Realty Income and found out that they were working with Chick-fil-A; we asked to be a part of this. They let us know that somebody was in front of us at that time. That fell through and we became the viable option at that point. It's been brought up that we could go numerous places on the road; there's a reason Chick-fil-A didn't go numerous places on the road. That is a viable, vibrant intersection and that's where we flourish. Chick-fil-A has the highest AUV QSR in the country. 7 Brew is the highest producing drive-through coffee chain in America with the highest AUV. To put Chick-fil-A next to 7 Brew, you are maximizing your dollars for your school systems through property taxes, through sales tax revenue, etc. USA Today just rated 7 Brew the number one friendly drive-thru chain in America. We believe we have met every requirement, in fact, the city report said we met every requirement. The focus on traffic is new to us. That corner was built and some issues were caused to deal with traffic, referring to the remnant piece, but that corner is built to handle traffic. We have a stack of just over 30 cars the way we have it lined out. Typically, we're content with a 24 car stack. There's no coffee shop in town that has a stack close to that. From a traffic standpoint, we have gone over and above and met every requirement. We are not the corner lot, but have agreed to put a sidewalk and streetlights in for the City. Coffee is a multi-billion dollar industry. 7 Brew serves coffee, ice coffee, energy drinks, etc. We pay well, with our baristas making around \$19 to \$20 an hour and our shift leads make around \$25 to \$30 an hour. We have a high retention rate because people like working for us. Why did this get denied? We have the top coffee brand in a good location next to a top chicken place. It's a good overall fit. I would urge you to right what he thinks is a wrong. Realty Income is working with us on this and supports us and will continue to support us. Chick-fil-A has some exclusives in their lease agreement. Whoever goes there cannot use Chick-fil-A's parking. The most you're going to get on that lot is a one to three tenant building. Developers have a tendency to overbuild because they are trying to create as much revenue as they possibly can on a piece of ground. In Raymore there are examples of overbuilt strip centers where you cannot circulate the whole center. You can say we would like to have a multi-tenant building there, but Realty Income does not do that as they indicated in the letter they submitted. They want single tenant properties with national tenants and we feel honored that they want us on this lot that not everyone would qualify for. It

is not the City's job to pick winners or losers, that's done through zoning and other mechanisms. We believe we have use by right. We believe we have checked all the boxes. The City has told us we checked all the boxes. He stated they have identified that we have a good signal tons of stack to handle traffic. There's no reasonable reason to deny our requests and respectfully asked the Council to vote yes. His understanding is that Council has an administrative role, not a legislative role. The administrative role would consist of checking the boxes, stating they did check all of the boxes. We may not have all of the wish list items, but that may never happen for the reasons he's enumerated. We would love to be a part of your community and serve you coffee and give your kids jobs.

Wade Harden, 721 Forest Circle, Washington, OK. We submitted a letter from David Waters with Spencer Fane outlining our take on the actions (included in the Council packet). He requested that Council read that before voting this evening. He stated he feels it's clear that going back through the minutes and the staff report that we meet all the requirements of the UDC Section 470.160 regarding the setback requirements, the stacking requirements, and the off street parking requirements. The building design meets the requirements. We exceed the landscape requirements. We're doing off-site improvements. There was discussion of site access and circulation. There was discussion about additional off-site curb cuts, however, everything is internal to the site. As of the last meeting, the discussion was that we were in compliance with site access and circulation storm water requirements. Regarding storm water, this site was prepared with Chick-fil-A. We meet the requirements of site lighting. We are a use by right in this zoning district. The three items that are mentioned by staff: the balanced growth, the compatible use, and the economic impact are all things that are mentioned in the comprehensive land use plan that was adopted by Resolution; it's not an Ordinance. In the plan it specifically mentions that the way to implement the plan is through amending the zoning ordinance. It is a guide at this point in time, understanding that it is a document that is the guide for future development, but that is implemented through the adoption of new ordinances or amending your ordinances to then support the comprehensive plan that you've adopted by resolution. He believes they meet the balanced growth item. He stated they are the only business in town that's started a hike and bike trail as part of the development, so it's multimodal from an improvement standpoint. We're doing landscape improvements and lighting improvements on that 8 foot trail. From a compatible use standpoint, we were next to a Chick-fil-A and other other drive-through uses. We're not asking for any variances. Chick-fil-A was granted a variance for open space landscape requirements; we exceed them. We fit very well within the surrounding uses. From an economic impact, we're one of the top coffee shops; from a sales tax generation perspective, we're at the top. We're not requesting incentives to make this development work. I believe we make a strong case from a comprehensive plan and land use plan perspective that we meet a lot of the goals of the plan. Consideration of a site plan, subdivision plat, and other similar plans are properly categorized as administrative, meaning they are limited to no discretion. Facts are applied to establish standards and consideration is

objective. If the plan meets the requirements of the ordinance, or the UDC in this case, then the plan must be approved. Staff has reviewed the site plan. He stated they meet the requirements or exceed them. He referred to comments in the letter from Spencer Fane regarding excerpts of the staff report, discussion at the Planning and Zoning Commission meeting, legal comments from their attorney's perspective, and staff and the Planning and Zoning Commission's recommended denial based on what appeared to be vague and arbitrary feelings about long-range goals under the city's comprehensive plan or what developments they seem to wish would have applied for this site plan. At the last meeting, it was stated the plan does not align well with the previously mentioned long-range goals of the comprehensive plan; there are long range goals of the city's comprehensive plan that conflict with this project and the site would be better utilized as developable space for more sales and property tax generation. He stated these are things that aren't part of the site plan criteria. It talks about referencing and reviewing the comprehensive plan, but that's adopted by resolution, that's not an ordinance. To implement that, you amend the ordinances, adopt new ordinances that support the comprehensive plan. Staff commented that relying solely on the compliance with minimum standards alone does not obligate approval when the broader plan consistency and redevelopment objectives are not being met. He stated their attorney is saying this statement is incorrect and the Planning and Zoning Commission determination cannot stand. He compared this to a residential lot that you're wanting to build your house on and then staff says they don't like this house on this lot. He stated this isn't a zoning action; this is not discretionary. We meet the requirements of the UDC and staff does as well. He reviewed the case law of Alexander and Lindsay versus Planning and Zoning Commission of Platte County. The law does not permit administrative bodies to exercise arbitrary and subjective authority. The exercise of discretion and judgment vested in the administrative body is to determine whether the plan meets the zoning and subdivision requirements. Again, he stated that it's clear that we meet this. The plat complies, then it's the ministerial duty of the Commission and the Council to approve it. They have no discretion to deny it. The city attorney's comments at the Planning and Zoning Commission meeting ends with believing that they've satisfied all six of the items that we were talking about at the meeting. If they do so, that would make this not obligatory. That would decrease your legislative discretion. This further supports the statement of our legal counsel. This isn't a legislative action. This is administrative and that's why we're here before you this evening. The court of appeals further rejected efforts similar to city staff and Planning and Zoning Commission's reliance on the comprehensive plan to reject plans based on a vague statement of goals and purposes and the findings of fact. The court of appeals recognized the use of such vague and generalized goal or purpose provisions or holes in the city's administrative duties big enough to drive a truck through. There are other comments as well that were made, but the use of the general purpose provisions over the actual standards and requirements makes the planning commission's decision arbitrary and subjective. Therefore, we're requesting that you approve this plan this evening. He stated they have additional slides they can go through to discuss additional

traffic and any of the other items that we believe we met and believe we have a good case related to that.

City Attorney Jonathan Zerr responded to the presentation that was provided. Your consideration this evening should not focus on this property being used as a 7 Brew. Rather, your decision this evening should be based upon whether or not the site plan presented to you meets all of the applicable subdivision regulations as quantified and outlined within the findings of fact established within the code. He referred to the council packet that outlines the findings of fact. Staff has relayed their analysis of the findings, including significant traffic concerns that the site plan creates. The fact that the site plan does not meet all of the factors in the subdivision regulations, which specifically includes compliance with adopted ordinances and policies of the City, such as the comprehensive plan and the traffic plan. Finally, the fact that the development presents on-site pedestrian and vehicle conflicts. You have heard from the appellant through their presentation that they believe the site plan does in fact meet all applicable and necessary requirements of the subdivision regulations. He thank Mr. Gress for his clarification at the Planning and Zoning Commission meeting on this matter. During his response to an inquiry from one of the Commissioners, he redirected their consideration to the six factors referenced in the staff report. He referenced the purposes section of the UDC This was inarticulate and inaccurate on my part. Mr. Gress corrected me almost immediately after my response, noting that the Commission should focus on the findings of fact. This is an important distinction for your consideration this evening. Your findings of fact should guide your decision, not the six factors identified in the purpose portion of the code. That being said, I would stand behind the remainder of my prior Planning and Zoning Commission comments and responses regarding the very limited nature of your legislative discretion on this application. If you believe that the factors and requirements of the subdivision regulations have been met as outlined in the findings of fact, then your decision is administrative and you have little to no legislative discretion to deny that application. You should therefore vote no on the ordinance presented this evening, thereby approving the site plan and sustaining their appeal. If you do not believe that they have met the obligations, particularly as identified by staff in their evaluations, you should vote yes on the ordinance, thereby denying the appeal and the site plan as presented. From a legal standpoint, he believes that there is a distinction between the cases relied upon by the appellant and the language of our zoning regulations. In this case, our findings of fact and our zoning regulations make specific reference to the compliance with other plans and policies of the City. It is not found simply within the purposes section for site plan review. We believe that this was crafted intentionally in the code so as to specifically address concerns such as those presented in this case. Our comprehensive plan is an important document and a guide in development decisions. Staff is relying upon the plans, not just the feelings as referenced by the appellant. To be crystal clear this evening, a yes vote on the ordinance rejects the appeal and the site plan. A no vote approves the appeal and lets them proceed with development pursuant to the site plan as presented. If the Council is interested in asking specific questions about the legal analysis,

potential liabilities, and arguments, he can discuss them further in executive session.

Councilmember Abedelgawad asked for a review of the findings of fact and the reasons why staff doesn't feel like this plan aligns with those findings.

Mr. Gress reviewed the findings of fact as presented in the packet. He started with the findings that staff felt were not met. Finding number one and two are the major ones that are in conflict. They discuss the minimum requirements or applicable standards of this code and all other ordinances and policies. That's the minimum standards that the UDC outlines for site development projects, parking setbacks, landscaping requirements, site lighting, etc. In staff's findings, you'll see several references to the fact that most of those minimum standards have been checked. Finding number two is what asks staff to consider if the minimum requirements are here. The next step is looking at the other adopted plans by the city. Admittedly, that changes by site. Different sites can have other redevelopment plans as others. The more consistent plans would be the comprehensive plan, our future land use plan, and traffic plans of the city. On this site, the City conducted a blight study and a redevelopment plan before the previous building on the property was demolished. Finding number two is where the conflict arises in staff's review and identifying the conflict with a lot of those long range goals. The redevelopment plan for this was to split the property into two different parts. We've accomplished that. It comes down to the use of the property being strictly a drive-thru use. It's a very prime corner that has a lot of potential. We see that the applicant sees that. It's the gateway into the city. Staff's major concern there is the type of use and the intensity that type of drive-through use creates at a very highly trafficked intersection. Staff, as well as the Council and Commissioners, hear complaints about traffic daily along 58 Highway. This stretch of 58 Highway is a pinch point for staff and residents in our city. Findings number one and number two are where we identified the conflicting goals of the minimum requirements outlined in the UDC and the other goals of different plans and projects that the city has in place. In addition, number four talks about ingress and ingress to and from the site; ensuring that circulation within the site provides for safe, efficient, convenient movement not only within the site but also onto adjacent roadways. When discussing traffic, this is where a lot of our concerns come up with the possibility that it is a very intense use, but also at very intense points of the day. It's when 58 Highway is already pretty heavily congested with people leaving town. The circulation on the site is set up to get cars through the drive-through at the window to pick up your drink and back onto the road. So in staff's review, that type of constant traffic and flow in and out of the site is where our concerns are rooted in the concern about the traffic impacts of this major intersection and corridor along 58 Highway. The use next door is a very high traffic, high volume use as well. The challenge that staff had is if you look at the way the infrastructure was designed, those roads were built when this particular property was a singular lot with a fairly low volume use. There really wasn't a lot of traffic coming in and out of this particular property. One of the other major concerns that we've identified is putting two very high intense traffic uses on a property at an intersection where

there was one very low volume used previously. Finding of fact number five discusses the safe and efficient movement for pedestrians on the site. As the applicant mentioned, they are proposing a hike and bike trail along Westgate. It's a city requirement for the trail that will eventually go north and south along Westgate Drive. They also have some pedestrian ways within the site. Staff's concern as it relates to that would be that there is significant drive-through traffic coming in and out of the site circling around the building and potentially through the shared drive with Chick-fil-A. The introduction of pedestrians walking and going from that is a conflict that staff identified between automobile traffic and pedestrian traffic. Those would be the two major ones that staff identified as reasons that we felt the findings were not being met.

Councilmember Circo stated he is concerned about the traffic, noting the short stretch on Westgate between the light and the site entrance.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 4013 by title only.

DISCUSSION: Councilmember Baker asked Mr. Zerr to review the parameters of yes and no votes. Mr. Zerr stated that a yes vote rejects the appeal and the site plan. A no vote approves the appeal and lets them proceed with development pursuant to the site plan as presented.

Councilmember Burke asked staff what year was the change made to the site so there was no ingress or egress to the China Star onto 58 Highway, as it was constantly an issue. Mr. Gress stated it was in 2015 or 2016.

Councilmember Holman stated there's a very short queueing space between the entrance to both the Chick-fil-A location and to the businesses on the east side of Westgate. You might be able to fit five cars in each lane. Each lane is dedicated on an outbound to left turn, straight across, or right turn. Most during that time of day are going to be turning right to head towards the highway. You're going to rapidly back up into that site, especially for a business that there's no downtime on the site. It is meant for maximization of vehicle traffic and very little time there. He would have strong concerns that it does not meet the transportation plan objectives and we would have some severe strains on city services based on that.

Councilmember Abdelgawad noted that she would love to have 7 Brew in Raymore, but sees the traffic concerns at this location.

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	No
	Councilmember Barber	Absent
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye

B. Award of Contract - Dean Avenue Curb Replacement Phase 1

BILL 4012: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PHOENIX CONCRETE LLC FOR THE DEAN AVENUE CURB REPLACEMENT PHASE 1, CITY PROJECT NUMBER 26-495-201 IN THE AMOUNT OF \$324,253.80 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Catherine Alegre conducted the first reading of Bill 4012 by title only.

Public Works Director Trent Salsbury reviewed the information included in the Council packet. This project will primarily consist of the removal and replacement of approximately 8,115 linear feet of high back curb. Additional tasks will include the removal and replacement of ADA ramps and sidewalks in select areas. The City received five bids and Phoenix Concrete LLC was determined to be the lowest and best bidder. Staff recommends the contract for the Dean Avenue Curb Replacement Phase 1 be awarded to Phoenix Concrete LLC in the amount of \$324,253.80.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 4012 by title only.

DISCUSSION: None

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

C. Award of Contract - Recreation Park Baseball Light Plans

BILL 4014: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH WILSON AND COMPANY IN THE AMOUNT OF \$18,200 TO PROVIDE ENGINEERING DESIGN SERVICES FOR ELECTRICAL SYSTEM UPGRADES AT THE RECREATION PARK BASEBALL COMPLEX."

Recording Secretary Catherine Alegre conducted the first reading of Bill 4014 by title only.

Parks and Recreation Director Nathan Musteen reviewed the information included in the Council packet. The City of Raymore solicited proposals from qualified electrical design firms to provide professional engineering services for the design of electrical service and power distribution system upgrades at Recreation Park. The scope includes the design of electrical power upgrades to four (4) baseball fields and a concession stand located within the park. Note: Lights on the two smaller fields were installed in 2018 and were not included in the scope. The existing electrical infrastructure, including pad-mounted utility transformers and power distribution systems maintained by Evergy, have been in service since the late 1990s and are at the end of their useful life expectancy. This project will allow staff to appropriately plan a future capital project. Requests for proposals were issued in August with a pre-bid and walk-through held in late August. Bids were due on September 4. One proposal was received and staff recommends Wilson and Company as the best and most responsive firm. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 4014 by title only.

DISCUSSION: None

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

D. Award of Contract - Demolition of Structures at 204 S. Adams Street and 317 N. Jackson Street

BILL 4015: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH SB WYATT CONTRACTING INC. IN THE TOTAL AMOUNT OF \$34,800 FOR THE DEMOLITION AND REMOVAL OF STRUCTURES LOCATED AT 204 SOUTH ADAMS STREET AND 317 NORTH JACKSON STREET."

Recording Secretary Catherine Alegre conducted the first reading of Bill 4015 by title only.

Parks and Recreation Director Nathan Musteen reviewed the information included in the Council packet. This project includes demolition of structures and site repair on two city-owned properties. The first part of the contract, as part of the future improvements at T.B. Hanna Station, is to demolish the house located at 204 South Adams Street and includes general grading and seeding. Second,

the warehouse structure located at 317 N. Jefferson Street is to be removed with the steel frames and concrete floor to remain for future improvements. Six proposals were received for this project. SB Wyatt Contracting INC. was the lowest, most responsive bid at \$37,300.00 (\$11,300 for the parks project and \$26,000 for the buildings and grounds project). The total Bid Tab is attached. Staff recommends accepting the alternate bid that retains the steel frame and provides a \$2,500 credit toward the base bid. The total contract amount is \$34,800.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to approve the first reading of Bill 4015 by title only.

DISCUSSION: None

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

11. Public Comment

Pam Hatcher, 1403 N. Madison Street, discussed concerns as a business owner regarding anti-monotony standards and affordable housing.

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Noe's Jewelry on their rebranding and thanked Ms. Hatcher for her input.

MOTION: By Councilmember Abdelgawad, second by Councilmember Holman to adjourn to Executive Session to discuss personnel matters as authorized by §610.021(3).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Absent
	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 to Executive Session at 7:03 p.m.

13. Adjournment

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

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 6:32 p.m.

Respectfully submitted,

Catherine Alegre
Recording Secretary

***These minutes transcribed by City Clerk Erica Hill*

RESOLUTION 26-06

"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF HAZARDOUS TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."

WHEREAS, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Raymore City Council desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce traffic crashes.

Section 2. The Missouri Division of Traffic and Highway Safety offers communities monetary assistance by providing overtime funds for the enforcement of hazardous traffic violations affecting traffic safety, in an effort to reduce traffic crashes.

Section 3. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of hazardous traffic violations.

Section 4. The City of Raymore intends to continue enforcement efforts to reduce traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce traffic crashes in the City of Raymore.

DULY READ AND PASSED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 26-07

"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF ALCOHOL-RELATED TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."

WHEREAS, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Missouri Division of Traffic and Highway Safety offers monetary assistance by providing overtime funds for the enforcement of drinking and driving laws affecting traffic safety, in an effort to reduce alcohol-related traffic crashes.

Section 2. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of alcohol-related traffic violations.

Section 3. The City of Raymore intends to continue enforcement efforts to reduce alcohol-related traffic crashes.

Section 4. The City of Raymore desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce alcohol-related traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce alcohol-related traffic crashes in the City of Raymore.

DULY READ AND PASSED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/23/2026

SUBMITTED BY: Jimmy Wilson

DEPARTMENT:

ITEM CATEGORY: Resolution

TITLE / ISSUE / REQUEST

Missouri Blue Shield Grant Program

STRATEGIC PLAN GOAL / STRATEGY

Goal 3.4 Support safety initiatives that enhance the safety of the community

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date
2/23/2026

Estimated End Date
5/31/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution 26-09

BACKGROUND / JUSTIFICATION

The Missouri Blue Shield Grant Program is to provide funding to support the Missouri Blue Shield Communities. This program is a collaborative initiative in Missouri that brings communities together to support the law enforcement agencies.

RESOLUTION 26-09

"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING IN THE AMOUNT \$50,000 THROUGH THE MISSOURI DEPARTMENT OF PUBLIC SAFETY (DPS)/OFFICE OF HOMELAND SECURITY BLUE SHIELD GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."

WHEREAS, the Raymore Police Department is committed to enhancing training and equipment for officers and dedicated to providing the citizens of Raymore with quality police services, and;

WHEREAS, the Raymore Police Department has received the Safer Missouri Blue Shield designation and has been awarded funding in the amount of \$50,000.

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

Section 1. The Raymore City Council desires to participate with the Missouri Blue Shield Grant Program in an effort to enhance police training and equipment.

Section 2. The purpose of the Missouri Blue Shield Grant Program is to provide funding to support the Missouri Blue Shield Communities. This program is a collaborative initiative in Missouri that brings communities together to support the law enforcement agencies that serve and protect cities and towns. This program acknowledges local governments for their commitment to support local law enforcement efforts.

Section 3. The City of Raymore has participated in the Safer Missouri initiative by achieving the Blue Shield designation which allows communities to access state grants for law enforcement training and equipment.

Section 4. The City Manager is authorized to complete all processes to accept the Missouri Department of Public Safety/Office of Homeland Security grant funding to enhance police services in the City of Raymore.

DULY READ AND PASSED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 26-08

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS FOR SENDERA 1ST PLAT."

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. Sendera 1st Plat Sanitary Sewer, Streets, Street Lights and Sidewalks that are located within the City right-of-way are accepted.

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

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

DULY READ AND PASSED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/9/2026

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Appeal of Site Plan Application Denial - 7Brew Coffee (pg 54)

STRATEGIC PLAN GOAL / STRATEGY

Goal 4: Focus development efforts in ways that result in cost-effective, balanced, compatible and connected growth.
Goal 9: Ensure economic growth is aligned with land use and development goals 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:

Denial

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: December 16, 2025

Action/Vote: Denial 5-2

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4013
2. Site Plan Staff Report
3. Appeal Request to City Staff
4. Appeal Letter from Applicant
5. Letter from Realty Income
6. Raymore Gateway - Blueprint 2045
7. December 16, 2025 PZ Minutes

BACKGROUND / JUSTIFICATION

Jason Pullman, representing P2 Real Estate, LLC and 7Brew Coffee, is requesting an appeal before the City Council of the decision by the Planning and Zoning Commission to deny the site plan application for a new 7Brew Coffee located on Lot 2 of the Raymore Gateway site near 58 Highway and Westgate Drive. The Planning and Zoning Commission, at their December 16, 2025 meeting, voted 5-2 to accept the staff proposed findings of fact and denied the site plan application. Pursuant to Section 470.160(G)(2) of the Unified Development Code, the applicant filed an appeal to the decision of the Planning and Zoning Commission to the City Council for further review.

BILL 4013

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DENYING THE APPEAL OF 7BREW COFFEE AND UPHOLDING THE PLANNING AND ZONING COMMISSION'S DENIAL OF PLANNING CASE NUMBER 25017, PURSUANT TO SECTION 470.160(G)(2) OF THE UNIFIED DEVELOPMENT CODE."

WHEREAS, a Site Plan application for a proposed 7Brew drive-thru coffee was filed with the City of Raymore by the applicant, P2 Real Estate, LLC on April 29, 2025, for the property identified as Raymore Gateway Lot 2; and,

WHEREAS, on December 16, 2025, the Planning and Zoning Commission held a public meeting and voted to deny the Site Plan application; and,

WHEREAS, pursuant to Section 470.160(G)(2) of the Raymore Unified Development Code, the applicant filed a timely appeal of the Commission's decision to the City Council for further review and consideration.

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

Section 1. Findings and Authority. The City Council hereby finds that the appeal request was processed in accordance with Section 470.160(G)(2) of the Unified Development Code and that the City Council has jurisdiction to hear and decide the appeal.

Section 2. Denial of Site Plan. The City Council, having reviewed the record of the Planning and Zoning Commission and the materials submitted by the applicant, hereby finds that the decision of the Planning and Zoning Commission is sustained, and the Site Plan for 7Brew is denied.

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF FEBRUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

7 BREW SITE PLAN (RAYMORE GATEWAY LOT 2)

APPLICANT:	Jason Pullman P2 Real Estate, LLC
Property Owner:	Realty Income Corp.
Engineering/Arch. Firm:	Andrew Wilson Cedar Creek Consulting

PROJECT LOCATION	REQUESTED ACTION
NW Corner of Westage and Foxwood Drives	Site Plan Approval

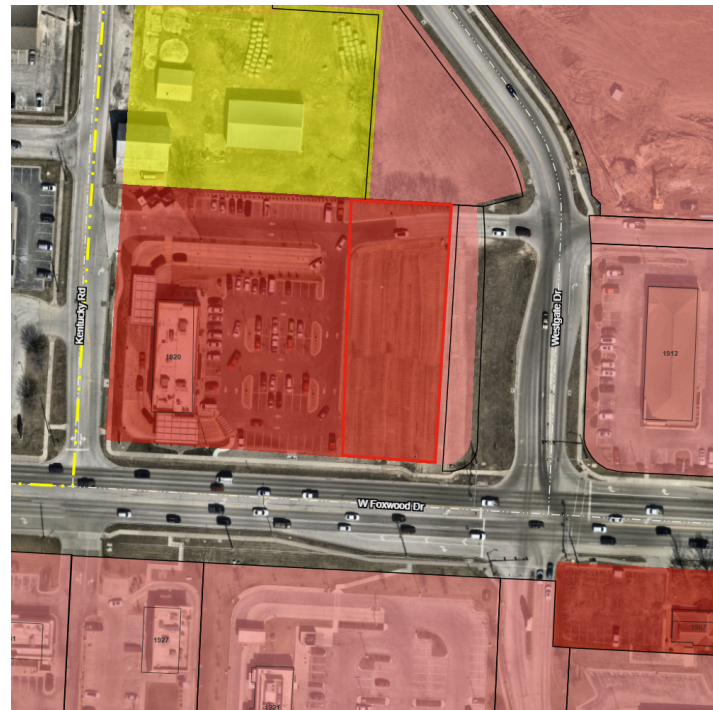
PROJECT NARRATIVE -
An application was filed requesting approval of a Site Plan for 7 Brew Coffee on Lot 2 of Raymore Gateway.



ZONING AND LAND USE SUMMARY

EXISTING ZONING
"C-2" General Commercial

SURROUNDING ZONING & LAND USE
North: "R-1" Single Family Residential (Agricultural Structure)/"C-3" Regional Commercial (Undeveloped Lot)
South: "C-3" Regional Commercial (Restaurant & Drive-through Facilities)
East: "C-3" Regional Commercial (Motor Vehicle Repair)
West: "C-2" General Commercial (Restaurant & Drive-through Facilities)



TOTAL TRACT SIZE	NUMBER OF LOTS
.68 +/- Acres	1

SITE PLAN REVIEW

Unified Development Code (UDC) Section 470.160 - Site Plan Review regulates the development of structures and sites in a manner that takes into consideration the following considerations:

1. The balancing of landowners' rights to use their land, with the corresponding rights of neighboring landowners, residents and the general public, to live without undue disturbances (e.g., noise, smoke, vibration, fumes, dust, odor, glare, stormwater runoff, etc.);
2. The convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent areas or roads;
3. The adequacy of waste disposal methods and protection from pollution of surface or groundwater;
4. The protection of historic and environmental features on the site under review and in adjacent areas
5. The stability of the built environment, particularly residential neighborhoods, by promoting urban development which is compatible with clearly identified natural resources; and
6. The adequacy of provisions for resulting additional system demands which may be imposed by the development upon roads and streets, water supply and storage, storm sewerage, and sanitary sewerage and wastewater treatment and the consistency of the development with the City's Growth Management Plan.

PAST PLANNING ACTIONS

1. In 2016 the City of Raymore completed construction of an access drive from the northeast portion of the subject property's parking lot to connect with the relocated Kentucky Road (Westgate Drive).

2. In 2020, the City completed the construction of Westgate Drive to the east of the subject property, which provided improved access to the signal at Westgate Drive and 58 Highway.
3. The Planning and Zoning Commission approved the Chick-fil-A Site Plan for Lot 1 of Raymore Gateway on March 19, 2024.
4. In 2024, as part of the redevelopment of this site, the commercial building, formerly a restaurant, was demolished.
5. Chick-fil-A received a Certificate of occupancy on December 12, 2024.
6. On February 24, 2025 the City Council approved the Final Plat of Raymore Gateway, Lots 1 and 2.

DEVELOPMENT STANDARDS

DIMENSIONAL STANDARD	REQUIREMENT
Lot Size	N/A
Front-Yard Setback	30-ft
Side-Yard Setback	10-ft
Rear-Yard Setback	20-ft
Building Height	80-ft
Building Coverage	40%
Landscape Area Requirement	20%

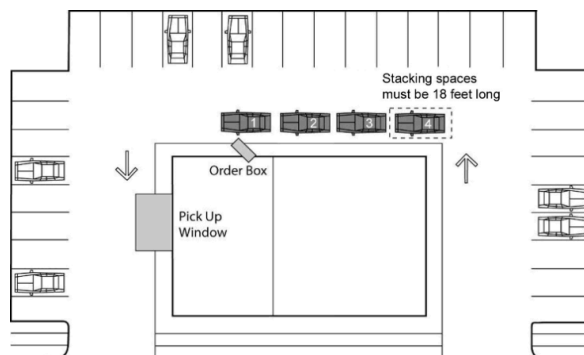
PROPOSED USE	USE DESCRIPTION
Drive-through Facilities	Facilities used to provide or dispense products or services, through an attendant or a window or an automated machine, to persons remaining in vehicles that are in a designated stacking aisle. A drive-through facility may be in combination with other uses, such as a financial institution, personal service use, retail store or eating establishment. A drive-through facility does not include a "Car Wash" or "Gas Station" as defined herein.

SPECIAL USE CONDITIONS

Drive-through Facilities (420.030(L))	REQUIREMENT
Vehicle Stacking Area (Restaurant)	4 behind menu board

In addition to the vehicle stacking requirement found in Section 420.030L, the following requirements also apply:

- Vehicle stacking spaces include the space at the menu board, order box or service window.
- Each vehicle stacking space shall be eighteen (18) feet long by nine (9) feet wide.
- Each vehicle stacking lane shall be separate from any access aisle, loading space, or parking space.
- No vehicle stacking lane shall conflict with any vehicle entrance or exit, vehicle access way or pedestrian crosswalk.
- The Commission has the authority to allow a deviation to the stacking requirement based upon a study submitted by a traffic engineer which provides evidence to allow the reduction of these stacking requirements.



When Adjacent to Residential Districts:

- Drive-through facilities, including stacking areas, must be separated from residentially-zoned property by at least forty (40) feet.
- Speaker systems used in conjunction with drive-through facilities must be designed so that they are not audible at the property line abutting residentially-zoned property.

PARKING REQUIREMENTS

PROPOSED USE	PARKING REQUIREMENT	REQUIRED	PROVIDED
Retail Sales	1 per 300 sq ft	3 spaces	9 spaces

With a minimal footprint of 760+/- square feet, very few parking spaces are required. The applicant exceeds the required number of parking spaces on site. They have also provided an excess of surface area for drive thru stacking.

BUILDING DESIGN

The proposed building complies with the Building Design Standards established by UDC Section 440.010, including building location and design, building materials, building form, site utilities, and overall site design.

LANDSCAPING & SCREENING

PARKING LOT LANDSCAPING: The proposed development meets the standards for parking lot landscaping per Section 430.030 of the UDC.

SITE LANDSCAPING: Landscaping being proposed for the site meets the requirements as outlined in Section 430.020. While Lot 2 is not technically the corner lot (NW corner of Westgate and Foxwood Drive intersection) it is being treated as such as it pertains to street tree requirements, due to the remaining grounds between Lot 2 and the public ROW (to the east) are of such size that it will likely become undevelopable if Lot 2 is developed as proposed. The applicant is providing the appropriate amount of street trees along the west side of Westage Drive (within right-of-way) to meet the street tree code requirement.

SCREENING: Screening is being met through landscaping strips along property lines that include trees and shrubs, shielding vehicle headlights from adjacent public streets.

SIGNAGE

While an official sign permit has not been submitted for the project, the conceptual information shown on the site plan appears to meet the intent of UDC Section 435. There are combinations of directional, wall, menu, and monument signs for the project. When sign permits are submitted for review, the signs must comply with the previously mentioned section of the UDC.

SITE ACCESS

STREET ACCESS: Lot 2 of the Raymore Gateway will be accessed by a private drive that runs east and west along the north side of Lots 1 and 2 between Westgate Drive and Kentucky Road. No new curb cuts will be made onto public streets surrounding the site.

PEDESTRIAN ACCESS: The development is proposing a sidewalk from the existing public sidewalk along Foxwood Drive that will extend into the center of the site adjacent to the building and drive-through. In addition to this private sidewalk connection, an 8-ft sidewalk is being proposed along the west side of Westgate Drive along the length of Lot 2. This widened sidewalk was planned during the design of Westgate Drive to be constructed by adjacent development.

SITE CIRCULATION: Given that the property has a shared access point with the neighboring Lot 1 (Chic-fil-A), staff has requested an access easement be provided for both Lots 1-2 of Raymore Gateway to provide for shared access between properties. Currently, both lots are under common ownership, however, if either were to sell in the future to different parties, the access easement would ensure that either lot has the legal right to use the drives for their individual use. The easement would benefit Lot 2 more given its site design.

SITE UTILITIES

WATER: Adequate water infrastructure exists in the area to serve this property.

SEWER: Adequate sanitary sewer infrastructure exists in the area to serve this property.

STORMWATER MANAGEMENT: Stormwater for this development is collected and discharged into the southeast corner of the property, where it drains into the system along 58 Highway.

SITE LIGHTING: The development's photometric plan, while designed based on the original site layout, appears to meet the applicable standards of the UDC. Staff believes that although the site's design has been modified since the original submission to the city, the location of the light fixtures should still be adequate. If necessary, any landscaping that may be displaced due to the location of light fixtures, will be moved elsewhere on the site and will ensure the landscaping and screening sections of the UDC are met.

STAFF COMMENTS -

PLANNING AND ZONING:

- Over many years, the city has worked with the current property owner to position this property for redevelopment, including the demolition of a previously existing commercial restaurant building and the replacement of older sewer infrastructure on the site. In addition, the City also advanced the construction of Westgate Drive to better direct traffic through the overall area, and to the existing traffic signal at 58 Highway.
- The development of Lot 2 in the proposed manner will permanently create a remnant tract of land between the subject property and Westgate Drive, which is a result of the past construction of Westgate Drive connecting from 58 Highway north to Kentucky Road. The tract of land located directly east of the subject property is a remnant tract of the Raymore Galleria North development that does not meet the minimum requirements of the commercial zoning standards.
- Staff has identified concerns over the collection of auto-centric land uses, such as Drive-Through Facilities, in concentrated areas of the city. While individually they may meet the minimum development requirements, collectively, they present development patterns and infrastructure challenges that are in conflict with many of the goals outlined in the UDC and Comprehensive Plan, such as promoting balanced growth and reducing traffic congestion.

PUBLIC WORKS & ENGINEERING:

- Due to the remaining land between Lot 2 of Raymore Gateway becoming largely undevelopable under the current UDC, 7 Brew will effectively be functioning as the corner lot at this intersection. Due to this, the applicant is building the public improvements that would be required for the corner lot. The improvements include the addition of street lights and an 8' sidewalk along the west side of Westgate Drive.

SOUTH METRO FIRE:

- No comments

ALIGNMENT WITH COMPREHENSIVE PLAN -

Blueprint 2045 - Image of the City Goal 4: *Focus development efforts in ways that result in cost-effective, balanced, compatible and connected growth.*

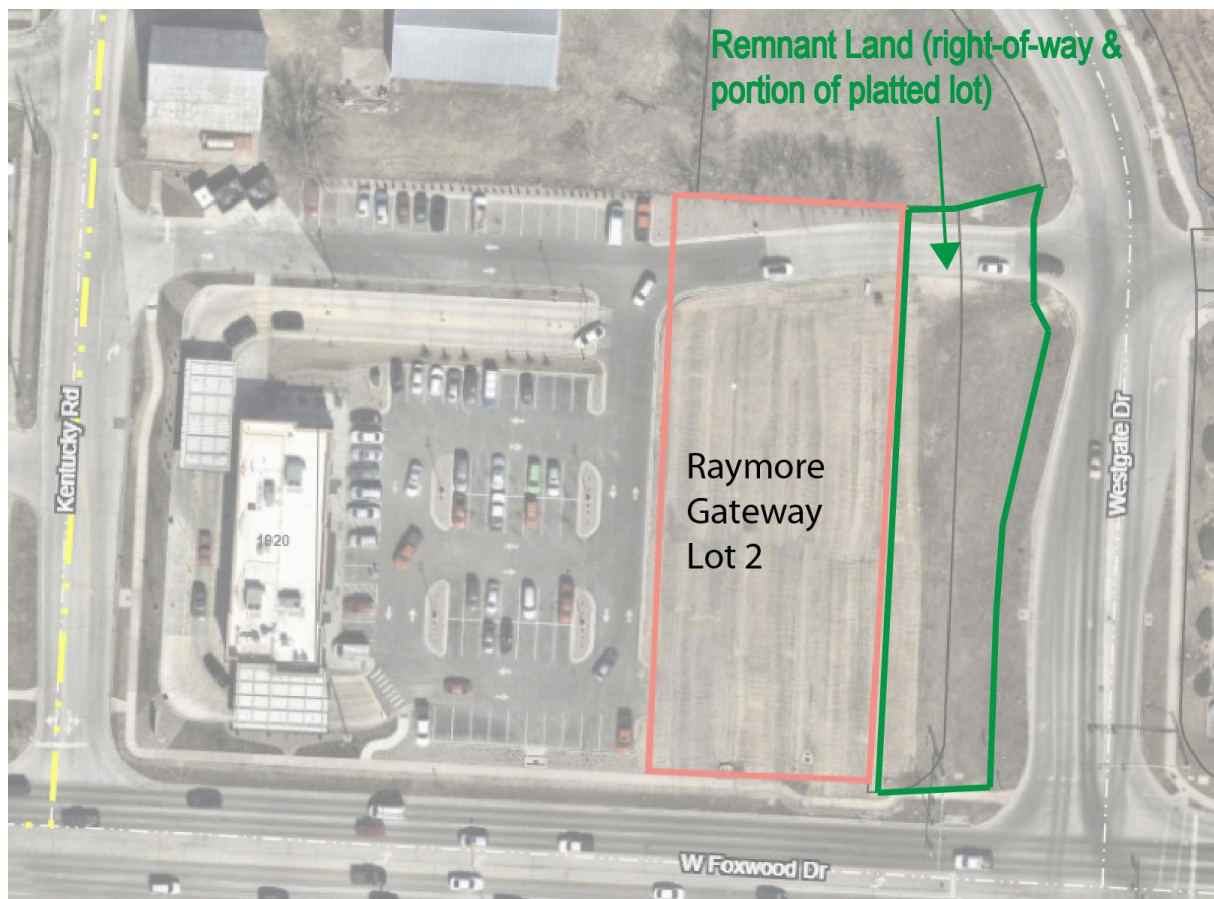
- **Balanced Growth - Foster an appropriate balance of land uses within the community.**
 - *Support zoning and development applications that consider a balance of various uses.*

The proposed drive-through establishment adds to an already dominant land use in the immediate area. While the UDC allows the use, the growing number of such car centric businesses is becoming more prevalent in the community, specifically along Foxwood Drive. When concentrated, single use development that prioritizes vehicular movement over multi-use pedestrian scale design creates monotonous strips of commercial corridors void of interest and inspiration. The sprawl created by such land uses forms an environment where the day to day goods and services are almost only accessible by car, as walking such distances takes too much time, is uncomfortable, and in most cases puts pedestrians in unsafe environments.

- **Compatible Growth - Support new development that is aligned with the priorities of the City.**
 - *Ensure development and land use changes are compatible with existing and adjacent development.*

In general, the proposed land use is compatible with surrounding developments. The property where Raymore Gateway exists today has seen significant public investment over the past few years in the form of public incentives used for blight

removal and public infrastructure improvements aimed to improve traffic flow/safety and development opportunities. When Westgate Drive was constructed, its right-of-way alignment split property owned by a separate party, leaving a small narrow tract of land east of Lot 2 (see below). The City had attempted to obtain that small strip, combining it with the extra right-of-way along the west side of Gateway Drive, and work with the Raymore Gateway ownership to increase the size of Lot 2 for a small multi-tenant development. This would allow for a larger area of the lot to be generating more taxes and provide a building type that currently has built up demand in the city, according to the comprehensive plan's Real Estate Market Analysis. Neither of the ownerships of Raymore Gateway nor the ownership of the small tract of land adjacent to it showed interest in working towards that goal.



ECONOMIC DEVELOPMENT IMPACT-

Lot 2 of Raymore Gateway is included in a larger economic development initiative. In 2024, the City established a sales-tax reimbursement agreement with Chick-Fil-A to encourage the redevelopment of this property, including the demolition of the former building and construction of infrastructure systems. The existing public incentives were provided to support the redevelopment of the Raymore Gateway and should be considered as part of the review of this proposed development. The intent of the City's involvement in the project was to:

- Clear existing blight on the property
- Improve public infrastructure systems.
- Allow for the redevelopment of the underutilized parking lot into a restaurant (Chick-Fil-A)
- Promote better use of the property

While the addition of a proposed 7 Brew on this property does increase the economic productivity of the existing vacant lot, it would leave an undevelopable remnant tract of land that was originally intended to be included in the overall redevelopment of this area. The proposed land use, which results in most of the property being used for traffic circulation, limits the ability to maximize redevelopment opportunities that could better offset the issued public incentives.

FINDINGS OF FACT -

Section 470.160 of the Unified Development Code states that the Planning and Zoning Commission and the City Council must make findings of fact taking into consideration the following in the deliberation of a site plan approval:

1. The plan complies with all applicable standards of this code and all other applicable City ordinances and policies.

The plan complies with all applicable zoning standards of the UDC, however, does not align well with the previously mentioned long-range goals of the comprehensive plan.

2. The plan does not conflict with the adopted plans of the City of Raymore or the purpose and intent of this code

This project does meet all of the minimum requirements defined in the Unified Development

Code, however, there are long-range goals of the City's comprehensive plan that conflict with this project. The goal of the Unified Development Code is to support and implement the goals outlined in the Comprehensive Plan. Staff does not feel that, in this case, the application of the zoning standards are supportive of the Comprehensive Plan.

3. The proposed use is allowed in the district in which it is located.

The proposed use of a Drive-through Facility is allowed in the "C-2" General Commercial Zoning District.

4. Vehicular ingress and egress to and from the site, and circulation within the site provides for safe, efficient, and convenient movement not only within the site but also on adjacent roadways.

The site is served by a private access drive that was designed as part of the Raymore Gateway development. That drive was built to handle ingress and egress to and from the development's lots off of the surrounding public streets with minimal conflicts. The City is nearing completion on the design of an access median at 58 Highway & Kentucky Road that will impact traffic flow exiting the site where this project and the adjacent Chick-Fil-A are located.

Due to the proposed development having a drive entrance at the north end of Lot 2, 7 Brew has stated that they will restrict its access when the business is busy, resulting in vehicles traveling through the drive aisle of Lot 1 (to the west) to access their southwest drive entrance, effectively extending the vehicle queuing lanes. If that north drive access is not managed well, there could be an issue of vehicles queuing down the private drive and onto Westgate at times. Staff shared the concern and desire to restrict access to only the southwest drive entrance, but the applicant decided to leave it for their needs.

5. The plan provides for safe, efficient, and convenient movement of pedestrians on and to the site.

The plan provides pedestrian connections to the public sidewalk system along Foxwood Drive. On the site, private sidewalks are provided near the building at the drive-through, across the parking lot areas and out to the public sidewalk. Overall the relatively small site is abundant with pedestrian circulation routes, however, many of which are crossing driveways or drive-through queuing lanes, a by-product of the type of development. The relationship between heavy drive-thru traffic and pedestrian traffic poses safety conflicts.

6. The arrangement of structures and buildings on the site allows for efficient use of the land, is compatible with development on adjacent property, and minimizes potential adverse impacts on existing or planned municipal infrastructure and services.

The building on the site is comparable to the uses of surrounding properties. Due to the lack of interest to maximize the land between Kentucky and Westgate Drives, this primary corner is being developed less efficiently than desired. This sort of pattern, especially wide-spread, provides limited short-term financial gains in exchange for costly public improvements to infrastructure systems over time. The placement of the building on the lot, as proposed, conflicts with the long range goal of redeveloping this site to better utilize available land between Westgate Drive and this parcel - a key goal of the City's efforts to incentivize the previous demolition and redevelopment activity.

7. Open space and natural features on the site are arranged in such a way that unique natural resources are preserved and creates a desirable and functional environment for site users.

There are no public or private open spaces being allocated with this private development.

8. The plan avoids unnecessary or unreasonable alterations to existing topography, preserves existing healthy, mature trees and woodlands, and designs drainage facilities to promote the use and preservation of natural watercourses.

The plan does not propose any unreasonable alterations to the existing features of the land. There are no existing trees, woodlands or natural drainage facilities to be preserved.

9. Provides adequate parking for the use, including logical and safe parking and circulation.

The development does provide an adequate amount of parking on-site for the use given the lack of needed permanent parking spaces as a result of the land use. The adjacent Lot 1 of Raymore Gateway has additional off-street parking that could be utilized if necessary. An access easement will need to be provided to allow vehicular circulation and parking across the sites if the ownership changes on either lot. The cross-access easement should be provided prior to the occupancy of the building.

The north driveway access to the private drive should be restricted from use during peak times. This would prevent the chance of vehicles backing up onto Westgate Drive. By closing the north driveway, vehicles would then route to the driveway access at the southwest corner of Lots 1 and 2, further supporting the need for the access easement for both lots. The applicant has stated that they will regulate this concern when needed.

The majority of the on-site "parking" is being provided in the form of dual-drive-thru lanes

with stacking queues to support the drive-through operations of the proposed use. While logical for a drive-through use, the plethora of impervious space being provided on the site would be better utilized as developable space for more sales & property tax generation.

10. Provides landscaping and screening as required by this code that creates logical transitions to adjoining uses, screens incompatible uses, minimizes the visual impact of the development on adjacent roads and properties, and utilizes native plant materials selected to withstand the local climate and individual site microclimates.

The landscaping being provided with the proposed development meets the site landscaping and screening requirements of the UDC and in some cases goes beyond the standards. The plant materials being used are native to the region and should thrive in the local environment.

11. Includes site illumination that has been designed and located to minimize adverse impacts on adjacent properties.

The site lighting plan is in conformance with the lighting standards for commercial developments per the UDC.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Approval/Denial	December 16, 2025

STAFF RECOMMENDATIONS -

Staff has reviewed the site plan application and submittal and determined that the project does meet all of the required minimum standards of the Unified Development Code, including including zoning, lot dimensions, access, landscaping etc.... The proposed use is permitted under the current zoning conditions. However, relying solely on the compliance with minimum standards alone does not obligate approval when broader plan consistency and redevelopment objectives are not being met.

While most of the Findings of Fact have been met under the purview of current planning, the project does conflict with the redevelopment efforts of the city for the site, several

long-range planning goals as outlined in the City's Comprehensive Plan and Findings of Fact 2 and 4. Given the City's previous efforts to promote cohesive development in this area, including advancing the construction of Westgate Drive and utilizing sales tax incentives to assist in clearing the site for redevelopment, staff feels that more consideration and effort should be given to finding a higher and more productive use of the entire redevelopment site, including the remnant tract east of Lot 2.

Staff recommends the Planning & Zoning Commission accept the Findings of Fact for Case 25017 7 Brew Site Plan and deny the application. If the Planning & Zoning Commission decides to approve the case, staff recommends the following conditions.

1. A cross access easement shall be recorded, prior to the issuance of the Building Permit for Lot 2, to allow site circulation and parking between Lots 1 and 2 of Raymore Gateway. A copy of the recorded easement shall be provided to the city.
2. 7 Brew or any other future tenant located on Lot 2 shall restrict the flow of traffic at the north driveway access at peak times. If problems with traffic occur due to the north driveway not being managed, that driveway may be removed at the cost of the property owner.

PLANNING COMMISSION SUGGESTED MOTIONS

- Motion to **approve** the 7 Brew Site Plan application, with conditions.
- Motion to **deny** the 7 Brew Site Plan application based on not meeting all Findings of Fact.
- Motion to **continue** the site plan application and request further information.

**PLANNING AND ZONING COMMISSION
ACTION - 12/16/2025**

At their December 16, 2025 meeting, the Planning and Zoning Commission voted 5-2 to accept the staff proposed findings of fact, and denied Case 25017 7 Brew Site Plan.

APPLICANT'S APPEAL - 12/23/2025

On December 23, 2025, pursuant to Section 470.160(G)(2) of the Unified Development Code, the applicant filed an appeal to the decision of the Planning and Zoning Commission to the City Council.

PROJECT ATTACHMENTS -

1. Site Plan Drawings
2. Building Elevations
3. Site Photos
4. Appeal Request from Applicant

Case No. 25017 Intent to Appeal (7Brew Site Plan)

wade.harden@sbcglobal.net <wade.harden@sbcglobal.net>

Tue, Dec 23, 2025 at 10:48 AM

To: David Gress <dgress@raymore.com>, David McCumber <dmccumber@raymore.com>

Cc: Jason Pullman <jpcompanies@gmail.com>, Andrew Wilson <awilson@cedarcreekinc.com>, Austin Fritts <afritts@cedarcreekinc.com>

This Message Is From an External Sender

This message came from outside your organization.

David Gress, Dir. Of Development Svcs.

[City of Raymore](#)

[100 Municipal Circle](#)

Raymore, MO 64083

Re: Site Plan Appeal (Case No. 25017 – Lot 2 of Raymore Gateway Sub.)

Mr. Gress,

Please accept this letter as notice to appeal the Planning Commission's denial of Case No. 25017 in accordance with Section 470.160(G2) of the City of Raymore UDC. If you would please notify us of the time and date of the City Council hearing, as well as your preference to the format for the additional fifteen (15) review copies of the drawings we would appreciate it.

Respectfully,

Wade Harden

Wade Harden

(972)832-2048

wade.harden@sbcglobal.net

DAVID E. WATERS
DIRECT DIAL: 913-327-5189
dwaters@spencerfane.com

VIA EMAIL TO KTURNBOW@RAYMORE.COM

February 4, 2026

City of Raymore, Kansas Governing Body
c/o the Honorable Kristofer P. Turnbow
City of Raymore, Missouri
100 Municipal Circle
Raymore, Missouri 64083

Re: Case No. 25017 7 Brew Site Plan (Raymore Gateway Lot 2).

Dear Mayor and Members of the City Council:

This law firm represents P2 Real Estate, LLC, operating as “7 Brew”, in regard to the above-described site plan application. As you may know, 7 Brew’s site plan was considered by the Raymore Planning and Zoning Commission on December 16, 2025, and, despite 7 Brew’s site plan meeting all requirements for approval under the City’s Unified Development Code (UDC), the Planning and Zoning Commission denied it. 7 Brew has appealed that decision to you, the governing body. 7 Brew requests that this letter be provided to all members of the governing body and included in the February 9, 2026, governing body agenda packet.

Introduction.

Before going into further detail, please know that I—both personally and professionally—have profound respect for the work of our local governments and the myriad issues on which they work to improve our communities. I currently serve as the city attorney for the cities of Leavenworth, Kansas, and Eudora, Kansas, and I am outside development counsel for the City of Lawrence, Kansas. From 2018 to 2024, I was also city attorney for the City of Prairie Village. I am a member of the Board of Directors of the City Attorneys Association of Kansas.

I am also an elected official myself, currently serving in my second four-year term as the Mayor of Westwood, Kansas. Prior to that, I served on the Westwood City Council for four years and was a member of the Westwood Planning Commission and Board of Zoning Appeals for eight years. I have served as chair of the Johnson and Wyandotte Counties Council of Mayors and as president of the statewide Kansas Mayors Association. I have served and continue to serve in many of the same roles as you do.

I provide this background so that you know that I do not approach these issues with only one perspective (a developer’s) in mind. But, having reviewed this matter, I do believe that the continued denial of 7 Brew’s site plan application would be arbitrary, subjective, and capricious. Therefore, the purpose of this letter is to request that the governing body grant 7 Brew’s appeal.

Administrative Consideration of Site Plans.

Consideration of site plans, subdivision plats, and similar plans are significantly different from a city’s consideration of comprehensive plans, UDC text amendments, rezonings, and special use permits

or conditional use permits, which may properly be categorized as either “legislative” or “quasi-judicial” determinations of a city. Those types of decisions involve either the making of policy or the weighing of evidence against policy and generally involve a measure of discretion.

Consideration of site plans, subdivision plats, and other similar plans, on the other hand, are properly categorized as “administrative”; that is, there is limited to no discretion, facts are applied to established standards, and consideration is objective. If the plan meets the requirements of the UDC, then the plan must be approved.

And, in this case, there can be no doubt that 7 Brew’s site application meets the standards of the UDC. City Staff agrees, going so far as to state in its Staff Report for this application:

Staff has reviewed the site plan application and submittal and determined that the project does meet **all of the required minimum standards of the Unified Development Code**, including zoning, lot dimensions, access, landscaping, etc. ...
The proposed use is permitted under the current zoning conditions. ...

Emphasis added. This is further reflected—with one exception discussed below—in Staff’s analysis of the eleven factors or findings of fact in the UDC for obtaining approval of a site plan, all of which recognize and agree that 7 Brew’s application meets the requirements of the UDC. Examples include the following:

1.	“The plan complies with all applicable zoning standards of the UDC ...”.
2.	“This project does meet all of the minimum requirements defined in the Unified Development Code[.]”
3.	“The proposed use of a Drive-through Facility is allowed in the ‘C-2’ General Commercial Zoning District.”
4.	“The site is served by a private access drive that was designed as part of the Raymore Gateway development. That drive was built to handle ingress to and from the development’s lots off of the surrounding public streets with minimal conflicts.”
5.	“The plan provides pedestrian connections to the public sidewalk system along Foxwood Drive. On the site, private sidewalks are provided near the building at the drive-through, across the parking lot areas and out to the public sidewalk. Overall, the relatively small site is abundant with pedestrian circulation routes[.]”
6.	“The building on the site is comparable to the uses of surrounding properties.”
7.	N/A
8.	“The plan does not propose any unreasonable alterations to the existing features of the land.”
9.	“The development does provide an adequate amount of parking on-site for the use given the lack of needed permanent parking spaces as a result of the land use.”
10.	“The landscaping being provided with the proposed development meets the site landscaping and screening requirements of the UDC and in some cases goes beyond the standards. The plant materials being used are native to the region and should thrive in the local environment.”
11.	“The site lighting plan is in conformance with the lighting standards for commercial developments per the UDC.”

However, Staff (and then the Planning and Zoning Commission) nevertheless recommended denial based on what appear to be vague and arbitrary “feelings” about long-range goals under the City’s comprehensive plan or what developments they seem to “wish” would have applied for a site plan instead. For example, the Staff Report contains the following statements referencing unclear and indistinct standards, purposes, and goals:

- “The plan ... does not align well with the previously mentioned long-range goals of the comprehensive plan.”
- “However, there are long-range goals of the City’s comprehensive plan that conflict with this project.”
- The site “would be better utilized as developable space for more sales & property tax generation” (presumably, by somebody else of the City’s arbitrary choosing).

Then, even after concluding that standards for approval had been met, Staff stated:

However, relying solely on the compliance with minimum standards alone does not obligate approval when broader plan consistency and redevelopment objectives are not being met.

This is not a correct statement of Missouri law in the context of administrative decisions applicable to site plans, subdivision plats, and the like. Accordingly, the Planning and Zoning Commission’s determination cannot stand.

A case nearly precisely on point would be *State ex rel. Alexander & Lindsey, LLC v. Planning and Zoning Com’n of Platte County, Mo.*, 346 S.W.3d 411 (Mo. App. W.D. 2011). In that case, the Missouri Court of Appeals first summarized the standards that apply to local governments in situations such as this, including the City of Raymore:

When proceeding under the subdivision regulations, the County Commission **is acting in an administrative capacity** and not in a legislative capacity. *State ex rel. Westside Dev. Co. v. Weatherby Lake*, 935 S.W.2d 634, 640 (Mo.App.1996). “The law does not permit administrative bodies to exercise an **arbitrary and subjective authority** over the granting or denying of subdivision plats.” *Furlong Cos. v. City of Kansas City*, 189 S.W.3d 157, 164 (Mo. banc 2006). “The exercise of discretion and judgment vested in the administrative body is to determine **whether a plan meets the zoning or subdivision requirements.**” *Id.* The County Commission does not have the authority to deny a subdivision plat that complies with the County’s subdivision regulations. *Id.* “If the plat complies, then it is the **ministerial duty of the commission and the council to approve it**, and they have **no discretion** to deny it.” *Id.* at 164–65. **When subdivision regulations specify minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law for the County Commission to deny approval of a preliminary plat that meets those standards.** See *State ex rel. Schaefer*, 847 S.W.2d 867, 872 (Mo.App.1992).

346 S.W.3d at 415 (emphasis added). In *Alexander*, the Court of Appeals further rejected efforts—similar to City Staff’s the Planning and Zoning Commission’s reliance on the comprehensive plan—to reject plans based on vague statements of goals and purposes in findings of fact:

In its Findings of Fact, the County Commission found that the Alexander’s application for a preliminary plat “would result in substantial detriment to the public good and would impair the intent, purpose and necessity of the Platte County Zoning Order of 1990 and Platte County Subdivision Regulations of 1992.” To the extent that the County

Commission contends that the purpose clause of the Subdivision Regulations justifies the denial of the preliminary plat in this case, we disagree.

... It would, therefore, be **“improper to utilize the very general language of the ‘purposes’ section [of the regulations] as a grant of otherwise unmentioned subjective discretion.”**

Id. at 415-16 (citing *Schaefer*, 847 S.W.2d at 872) (emphasis added). Of note, that these standards apply to the approval of plats (a broader land-use document than even site plans), they apply to the more-administrative-level of site plan review as well.

Further to the point, at the December 16, 2025, Planning and Zoning Commission meeting, discussion was held regarding what the Staff Report refers to as the six (6) considerations applicable to site plans. Those considerations come from UDC Sec 470.160 which itself—much like the situation addressed in *Alexander*—is titled “Purpose”. Consideration no. 6, in particular, contains very general language (which seemed to be the focus of the Planning and Zoning Commission) that the City should consider “the consistency of the development with the City’s Growth Management Plan.” Yet, at the meeting (available at <https://www.youtube.com/watch?v=EVWriVIZpL8&list=PLQ0SJG7CIXg-iKLZqqB4-tqbeYxPXf6t3&index=3>), the city attorney stated:

To follow up on Commissioner Townsend’s comment there or question there, the use by right, I would direct you back to page 2 of the Staff Report which talks about the site plan review and identifies the six factors that are associated with that. The fact is it is a commercial site and it’s a commercial use that’s being proposed to you this evening.

The six factors have been outlined in the terms of our UDC. Those six factors include a number of items that the staff has reflected on and has provided input on. The one that has been kind of the focal concern, I think under number six, is the City’s Growth Management Plan and how it complies with the **overall concepts** of what our master planning and our planning department focuses its efforts. So, from a perspective of use of, right of use, it’s a commercial development, commercial use.

They still have to comply with the site plan obligations. They believe they have satisfied all six of those items. **If they do so, that would make it an obligatory—not an obligatory, that’s probably not right—that would decrease your legislative discretion for it.**

Emphasis added. (Note, the Court of Appeals in *Alexander* classified actions such as these as “administrative”, not “legislative”.)

All of this is to say that the Court of Appeals in *Alexander* recognized that the use of such vague and generalized “goal” or “purpose” provisions are holes in the City’s administrative duties big enough to drive a truck through, or too-cute-by-half exceptions that would swallow the rule of the otherwise standard and objective approval criteria. The use of general “purpose” provisions over the actual standards and requirements makes the Planning and Zoning Commission’s decision arbitrary and subjective. Therefore, the City has the ministerial duty of approving 7 Brew’s site plan.

The Staff Report and the Planning and Zoning Commission’s determination reflect other arbitrary, subjective, capricious, standards being applied to 7 Brew. These include the following:

- Non-equal treatment of 7 Brew as compared to other businesses in the same area;

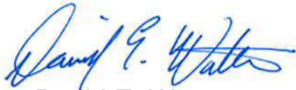
- Non-equal treatment of 7 Brew as compared to other nearly-identical businesses and plans which have recently received City approvals (Starbucks, Scooters, Einstein);
- Anti-competitive favoritism towards businesses that received City incentives (Chick-Fil-A);
- The seeming intent to freeze property owners and businesses out of approvals unless and until the City can arrange for combination-parceling of real estate that can “better offset the issued public incentives” (of which 7 Brew was not even a part); and
- Making property owners and businesses carry the burden of the City perhaps not implementing its comprehensive plan through its UDC; that is, punishing businesses that have followed the rules based on vague wishes of the City.

For all the foregoing reasons, we and 7 Brew request that the governing body reconsider this matter and grant 7 Brew’s appeal. Please understand that, while 7 Brew remains excited to bring its proven concept to the Raymore area, 7 Brew is fully prepared to pursue its rights in this matter to ensure that its plan—which meets all standards of the UDC—is approved.

Thank you for your consideration.

Very truly yours,

SPENCER FANE LLP



By: David E. Waters

cc: Mr. David Gress, Development Services Director (via email to dgress@raymore.com)
Jonathan Zerr, City Attorney (via email to jonathan@kwlawkc.com)

January 21, 2026

City of Raymore
100 Municipal Circle
Raymore, MO 64083

Re: **Proposed 7-Brew
W Foxwood Dr, Raymore, MO 64083 ("Property")
Our File # 17575**

Redevelopment and Permitted Use

To whom it may concern:

Realty Income appreciates the City of Raymore's engagement and the opportunity to clarify our position regarding the existing site located in Raymore, Missouri.

As a company, Realty Income's business model focuses on the ownership of single-tenant, free-standing commercial buildings leased to industry-leading operators under long-term, net lease structures. This model has been central to our portfolio strategy and supports the operational efficiency and consistency that our tenants and shareholders expect.

Consistent with this long-standing approach, we are not interested in redeveloping the property for a multi-tenant purpose. Multi-tenant retail buildings do not align with our investment or operational strategy, and the existing site, regardless of any available adjacent parcels, does not offer a functional footprint dimensionally suited to accommodate a multi-tenant use and the associated vehicle parking.

In addition, the proposed 7Brew coffee use is a use by right under the current commercial zoning code, and as such, we intend to continue to support the 7Brew single-tenant development plan in accordance with all applicable approvals and permitting processes.

We appreciate the City's attention to this matter and remain committed to working collaboratively within the parameters of our established real estate approach.

Please feel free to contact us if additional clarification is needed.

Sincerely,

REALTY INCOME CORPORATION, on behalf of
Realty Income Corporation

Ray Gormsen

Ray Gormsen
Senior Project Manager

FIGURE 4.5

RAYMORE GATEWAY

Raymore Gateway: The Front Door Into the Community

Figure 4.5 shows an initial concept for the Raymore Gateway activity center, which acts as the true gateway into the community. With adjacent development projects like the Raymore Market Place providing high-quality building and architectural design, in addition to the incorporation of art pieces and signage like the Raymore Seedpod sculpture, this site presents opportunities to let residents and visitors alike know when they've entered Raymore. With the City's recent investment in Westgate Drive, the site is well-positioned for both new development on the greenfield site to the east, and unique redevelopment opportunities on the west side.

Ideal land uses for this site include the following:

- Commercial center with large-scale retail
- Restaurants
- Entertainment area
- High-density residential along the north and east sides of the property



THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, DECEMBER 16, 2025** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: MICHELLE PARKER, REGINALD TOWNSEND, AARON HARRISON, MATTHEW WIGGINS, KELLY FIZER, ERIC SMITH, AND MAYOR TURNBOW. ABSENT WERE LOREN SHANKS AND MARIO URQUILLA. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, SENIOR PLANNER DAVE MCCUMBER, CITY ATTORNEY JONATHAN ZERR, SENIOR ENGINEERING TECHNICIAN DEVON PERRY, ECONOMIC DEVELOPMENT DIRECTOR JORDAN LEA, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. Call to Order – Chairman Wiggins called the meeting to order at 6:00 p.m.

2. Pledge of Allegiance

3. Roll Call – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.

4. Personal Appearances - None

5. Consent Agenda

a. Approval of Minutes from the November 18th, 2025 meeting.

Motion by Mayor Turnbow, Seconded by Commissioner Smith to approve the Consent Agenda.

Vote on Motion:

Commissioner Parker	Aye
Commissioner Shanks	Absent
Commissioner Townsend	Aye
Commissioner Harrison	Aye
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Absent
Mayor Turnbow	Aye
Chairman Wiggins	Aye

Motion passed 7-0-0.

6. Unfinished Business -

a. Election of Officers

Development Services Director David Gress gave an overview of how the election of Officers works, and noted that both of the Commissioners that were up for reappointment were reappointed by the City Council. Since all Commissioners are current on their appointments, an election for Officers may take place. The current slate of officers is Chairman Wiggins, Vice Chair Fizer, and Secretary Smith. The current slate of officers should state willingness to continue to serve before being reelected.

All Officers voiced willingness to continue to serve.

Motion by Commissioner Townsend, Seconded by Mayor Turnbow, to accept the current slate of officers and reelect them for another term.

Vote on Motion:

Commissioner Parker	Aye
Commissioner Shanks	Absent
Commissioner Townsend	Aye
Commissioner Harrison	Aye
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Absent
Mayor Turnbow	Aye
Chairman Wiggins	Aye

Motion passed 7-0-0.

Mr. Gress noted that the 2026 meeting calendar will be brought to the Commission in an upcoming meeting to be voted into adoption.

7. New Business -

a. Case #25017 - 7Brew Site Plan - Raymore Gateway Lot 2

Wade Harden, the applicant for the project, came to the podium to give an overview of the request. Mr. Harden noted that he believes the project should be allowed as a use by right. Chick-Fil-A is located next door and would share an entrance on the west side of the property. The developers would meet or exceed the Unified Development Code (UDC) requirements for parking and car stacking. The storm water is already taken care of for the property. There are more than 500 locations for 7Brew, and the lot selected would be a great location for the development. To the east of the property, there is a remnant tract that would not be purchased by the developers. It is too small to add any value to the project, but would be maintained by the developers to ensure the area looks nice and presentable. A hike and bike trail would be installed to benefit residents and customers, as well as landscaping and lighting.

City Planner Dave McCumber gave an overview of the case, including the staff report, existing and surrounding zonings, past planning actions, alignment with the Comprehensive Plan, Staff comments, and findings of fact. Mr. McCumber covered the special use standards, parking, sidewalks, access easements, and stacking. An access easement should be created between lots 1 and 2 to help settle potential future conflicts regarding traffic between the lots. This has been listed as a condition of approval. There were incentives in place for the demolition of a building previously located on the property, including the creation of Westgate Drive which split the platted lot, creating a remnant tract. There has been an effort to combine the remnant tract with lot 2 but efforts have been unsuccessful. Ideally, a developer would purchase both the remnant and lot 2 to combine them into a larger developable area to develop a highly sought-after multi-tenant building, or similar development that would better utilize the footprint of the undeveloped area. Concentration of drive-through lanes has become something that defines the entry corridor of Raymore. The request conflicts with the Comprehensive Plan and UDC goals of balanced growth and traffic congestion. Most of the findings of facts show met requirements, but the project conflicts with long range planning goals and redevelopment efforts of the City. City Staff would like to continue to encourage the use of a larger

developable area, and recommend the Commission accept the findings of fact and deny the case.

Mayor Turnbow raised concerns about adding site access to the property via 58 Highway.

Mr. McCumber noted that there would not be a new access via 58 Highway or from Westgate. New access to the property would be provided through the parking lot thoroughfare shared with Chick-Fil-A.

Mayor Turnbow noted that City Staff, the Planning & Zoning Commission, and the City Council all worked very hard to create the new Comprehensive Plan and asked staff to comment on how this Case fits into the new Comprehensive Plan.

Mr. Gress gave a brief overview of the Comprehensive Plan. It was adopted by the City Council, and it gives guidance on the direction of the growth of the City for the next 20 years. Many community goals were included in the Comprehensive Plan, and it also includes insight into balance of land use, concentration of similar types of buildings, and other guiding principles for the City for the next 20 years. The currently proposed project would create a lot of traffic congestion and generally does not align with the 2045 Comprehensive Plan. Since that is a recently adopted document, it should be taken into consideration when voting on the case.

Commissioner Townsend had a question regarding vehicle stacking.

Mr. Gress noted that the developer is proposing for cars to wrap around the building from south to north, along the south and east property lines. A double drive-through is being proposed, which would cause significant traffic congestion in the area.

Commissioner Townsend had a question regarding the remnant tract of land and the improvements being proposed by the developer.

Mr. Gress noted that the improvements would be to the right-of-way, not to the tract itself.

Commissioner Townsend asked if Staff had any plans or ideas on what could be done with the remnant tract.

Mr. Gress gave the history of the blight study that was done previously regarding the remnant tract and lot 2. There was previously a barrier fence separating lot 2 and the remnant tract, in addition to significant overgrowth, but it was removed to remediate the blight. Adding a building to lot 2 would only create a new barrier between the right-of-way and the proposed development that generally existed before the removal of the building.

Chairman Wiggins had a question regarding the right-of-way shown in the packet.

Mr. Gress noted that the area shown is half right-of-way and half remnant tract.

Chairman Wiggins asked if the remnant tract was not bought into lot 1 and considered part of the development, who would take care of it?

Mr. Gress commented that part of the tract would be maintained by the applicant, but it would not be their responsibility to maintain the tract long term.

City Attorney Jonathan Zerr mentioned that the owner of the remnant tract is still responsible for the maintenance. The lot is considered unbuildable as it stands.

Mayor Turnbow had a question about the vehicle stacking diagram shown in the packet.

Mr. Gress and Chairman Wiggins both commented that it is not a rendering of the actual proposed development, just an image from the UDC. The plan drawings in the packet better show the proposed drive-through stacking.

Commissioner Townsend asked about a trail that is being proposed and had questions about trail lighting.

Mr. McCumber noted that it will be in the right-of-way. The applicant would be responsible for installing the trail lighting.

Commissioner Smith asked about interest in lot 2.

Mr. Gress commented that there has been some interest in the lot by developers, but nothing serious.

Commissioner Smith questioned if the developers are meeting the bulk of the development standards and are maintaining the remnant tract why the City would recommend denying the project.

Mr. Gress asked the Commission to explore more options when considering the Case. Staff believes there is a better option for the area that aligns with the Comprehensive Plan and redevelopment goals of the City, including the possibility of a builder who will take the remnant lot and put it to a more productive use. A development such as a multi-tenant building, a sit down restaurant, or a restaurant without a drive through.

Commissioner Smith asked if Chick-Fil-A had been looped into the conversation and if so, what their opinion was.

Mr. Gress noted that Chick-Fil-A does not own the land in question, but they have no issue with the proposal.

Mr. Zerr encouraged the applicant to come to the podium to answer questions and give comments.

Mr. Harden came back up to the podium to answer questions. Mr. Harden stated that the 2045 Comprehensive Plan was adopted by resolution. The development should be allowed by right. The developers are willing to go above and beyond the requirements which would be beneficial to the City. Traffic wouldn't be much of an issue, since most of the drive-through business generated by the development is drive-by traffic.

Jason Pullman came to the podium on behalf of the developer. Mr. Pullman believes the City is concerned about having an unbuildable lot, but there is currently already an unbuildable lot there. The creation of Westgate Drive created an unusable lot, practically unbuildable. The lot is not economically viable, so there is no incentive to buy it. Though they don't want to buy it, the developers will take care of the remnant lot. Mr. Pullman feels that 7Brew would be a great use for the property and could possibly generate more income than a multi-tenant building. Other 7Brew locations are on similarly sized lots with similar traffic patterns and traffic has not become an issue for the development.

Commissioner Townsend asked about the remnant tract being unbuildable, and for clarification on use by right.

Mr. McCumber noted that based on the size of the remnant tract, including the setback requirements and rights-of-way, not much would fit on the lot without intervention.

Mr. Zerr stated that use by right implies that since all of the requirements have been met by the developer, there may be a case made that the request should be approved even if it does not align with the Comprehensive Plan. If the Commissioners agree that the project proposes the highest and best use for the property, they should vote to approve the request.

Mr. Gress noted that there are findings outlined in the Staff Report that show both support and non-support.

Chairman Wiggins asked if the Comprehensive Plan provided guidance regarding similar businesses being located close to one another.

Mr. Zerr noted that a vote should not be based on economic development of the area and should not take competing businesses into account.

Mr. Gress stated that the Comprehensive Plan looks for balanced and compatible growth. On the proposed lot, anything with a drive-through would not be best suited for the area. This includes coffee shops, drive-through oil changes, or anything of the sort. Similar issues would be a concern with those types of businesses, not just the current proposal.

Motion by Commissioner Townsend, Seconded by Mayor Turnbow, to accept the Staff proposed Findings of Fact and deny Case #25017 - 7Brew Site Plan, Raymore Gateway Lot 2.

Vote on Motion:

Commissioner Parker	Aye
Commissioner Shanks	Absent
Commissioner Townsend	Aye
Commissioner Harrison	Aye
Commissioner Fizer	Aye
Commissioner Smith	Nay
Commissioner Urquilla	Absent
Mayor Turnbow	Aye
Chairman Wiggins	Nay

Motion passed 5-2-0.

Mayor Turnbow commented that he voted to deny the case because he felt it was the wrong move to overlook the highest and best use of the property, and doesn't want the City to limit themselves by allowing a project that doesn't align with the Comprehensive Plan.

Commissioner Townsend commented that he finds the findings of fact to be adequate, but believes that the project is not right for the site.

Commissioner Smith commented that he voted to approve the case because he feels that the project meets all obligations, and questioned the use of variances in the City.

8. City Council Report

City Attorney Jonathan Zerr provided an overview of recent City Council meetings since the Commission last met.

9. Staff Report

Mr. Gress gave the staff report, including the Development Services monthly report. Mr. Gress provided information on the City's current development projects and housing permit activity. Mr. Gress also noted upcoming meetings and hearings.

10. Public Comment

There were no public comments.

11. Commission Member Comment

Commissioner Parker wished everyone a happy holiday, and commented on the development application.

Commissioner Townsend seconded other Commissioners' comments.

Commissioner Harrison wished everyone a happy holiday.

Chairman Wiggins thanked Staff and the applicant, and bid everyone a happy holiday.

Commissioner Fizer thanked Staff and wished everyone a happy holiday.

Commissioner Smith wished everyone a happy holiday.

Mayor Turnbow thanked those who came to the Mayor's Christmas Tree Lighting ceremony and noted to the applicant that there is a way to use the property that aligns with the highest and best use, but thanked them for their application.

12. Adjournment

Motion by Mayor Turnbow, Seconded by Commissioner Smith, to adjourn the December 16, 2025 Planning and Zoning Commission meeting.

Rollcall Vote on Motion:

Commissioner Parker	Aye
Commissioner Shanks	Absent
Commissioner Townsend	Aye
Commissioner Harrison	Aye
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Absent

Mayor Turnbow
Chairman Wiggins

Aye
Aye

Motion passed 7-0-0.

The December 16, 2025 meeting adjourned at 7:03pm.

Respectfully submitted,
Emily Jordan



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/9/2026

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Dean Avenue Curb Replacement Phase 1 (pg 88)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:	Phoenix Concrete LLC
Amount of Request/Contract:	\$324,253.80
Amount Budgeted:	\$500,000.00
Funding Source/Account:	36

PROJECT TIMELINE

Estimated Start Date
3/2/2026

Estimated End Date
4/30/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4012
2. Phoenix Concrete Proposal
3. Contract

BACKGROUND / JUSTIFICATION

This project will primarily consist of the removal and replacement of approximately 8,115 linear feet of high back curb. Additional tasks will include the removal and replacement of

ADA ramps and sidewalks in select areas.

The City received the following bids on January 29, 2026:

Phoenix Concrete LLC	\$324,253.80
JM Fahey Construction Company	\$356,370.00
Freeman Concrete Construction	\$357,687.50
INCO USA LLC	\$392,088.83
Terry Snelling Construction	\$430,718.00

Phoenix Concrete LLC was determined to be the lowest and best bidder.

Staff recommends the contract for the Dean Avenue Curb Replacement Phase 1 be awarded to Phoenix Concrete LLC in the amount of \$324,253.80.

BILL 4012

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PHOENIX CONCRETE LLC FOR THE DEAN AVENUE CURB REPLACEMENT PHASE 1, CITY PROJECT NUMBER 26-495-201 IN THE AMOUNT OF \$324,253.80 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

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

WHEREAS, bids for this project were received on January 28, 2026; and,

WHEREAS, Phoenix Concrete LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$324,253.80 with Phoenix Concrete LLC for the Dean Avenue Curb Replacement Phase 1, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF FEBRUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

PROPOSAL FORM A

RFP 26-495-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Phoenix Concrete LLC

ADDRESS: 15452 S. Keeler
Street

ADDRESS: 0194e KS 66062
City State Zip

PHONE: 913-390-1700

E-MAIL: Charles@PhoenixConcreteKC.com

DATE: 1-27-20 Charles Vanmetre Estimator
(Month-Day-Year) Signature of Officer/Title

DATE: 1-27-2026 [Signature] Manager
(Month-Day-Year) Signature of Officer/Title

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

☐ MBE (Minority Owned Enterprise)
☐ WBE (Women Owned Enterprise)
☐ Small Business

PROPOSAL FORM B
RFP 26-495-201

CONTRACTOR DISCLOSURES

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

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
RFP 26-495-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	<i>See Attached</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

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

State the number of Years in Business: 17

State the current number of personnel on staff: 50

PROPOSAL FORM D

RFP 26-495-201

Proposal of Phoenix Concrete LLC, organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as Phoenix Concrete (*) LLC

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-495-201 – Dean Ave. Curb Replacement Phase 1.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 26-495-201**Dean Avenue Curb Replacement Phase 1****Base Bid**

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds, Insurance, Pre Construction Photos	LS	1	\$ 18,000. ⁰⁰	\$ 18,000. ⁰⁰
High Back Curb Removal	LF	8115	\$ 9. ⁸³	\$ 78,147. ⁴⁵
High Back Curb Replacement	LF	8115	\$ 22. ⁴⁹	\$ 182,506. ³⁵
ADA Ramps	Each	8	\$ 2,837. ⁵⁰	\$ 22,700. ⁰⁰
4" Sidewalk Replacement	SF	1000	\$ 14. ³⁰	\$ 14,300. ⁰⁰
Traffic Control	LS	1	\$ 8,600. ⁰⁰	\$ 8,600. ⁰⁰
				\$
				\$
TOTAL BASE BID				\$ 324,253. ⁸⁰

Company Name Phoenix Concrete LLC

Total Base Bid for Project Number: 26-495-201

\$ 324,253.⁸⁰

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

(\$ Three Hundred Twenty Four Thousand Two Hundred Fifty Three dollars and eighty cents)

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

**BID PROPOSAL FORM E – RFP 26-495-201
CONTINUED**

Company Name Phoenix Concrete LLC

By 
Authorized Person's Signature

Charles Van Meter
Print or type name and title of signer

Company Address 15452 S. Keeler
Olathe KS 66062

Phone 913-390-1700

Fax NA

Email Charles@PhoenixConcreteKC.com

Date 1-27-20

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 1 with added plan page

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

100 Municipal Circle • Raymore, MO. 64083
Phone • 816-892-3045 • Fax • 816-892-3093



ADDENDUM NO. 1

Dean Avenue Curb Replacement
Project #26-495-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Question and clarification.

1. Question: Will it be required to install asphalt in front of the new curb or can we pour concrete flush with existing asphalt?

Response: If the contractor chooses to cut out a 4"-6" wedge in front of the curb, it will need to be filled with concrete up to 2" below surface and finished with a 2" hot asphalt cap. We prefer the hot asphalt be reinstalled at once as much as possible to avoid multiple cold joints. We will not allow concrete to be poured to the surface.

2. Question: Is the 1000 SF of sidewalk adjacent to the ADA ramps or is it spread out along the two roads?

Response: The sidewalk will be within the limitations of the project scope. Not necessarily only attached to the ADA ramps.

3. Question: Are the curbs set on dirt or asphalt?

Response: Please see the attached drawing. It appears that the curb is sitting on asphalt. We still recommend the bidder to do a site evaluation if they want a direct answer.

4. Question: If they are directional ramps will they be paid as one or two?

Response: The unit price named in the bid shall be for each ADA Ramp installed.

5. Question: The curb in front of the ramp is it to be paid as curb or ramp?

Response: It will be paid for as curb.

6. Question: If we are removing or installing curb on one side of the road, can we do a second lane drop and work on the other side?

Response: In areas with four lanes, this scenario will work. We will allow this on Dean Ave as long as it doesn't have a negative impact on the round-a-bout. On Lucy Webb, this will not work.

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

Company Name: Phoenix Concrete LLC

By: Charles VanMetre Charles VanMetre

Title: Estimator

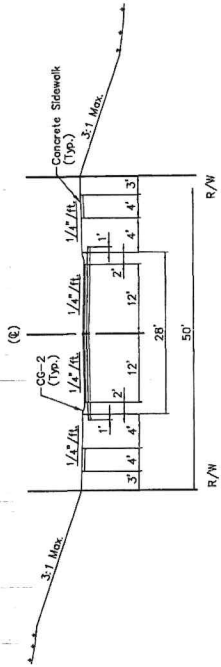
Address: 15452 S. Kepler

City, State, Zip: Olathe, KS 66062

Date: 1-27-26 Phone: 913-390-1700

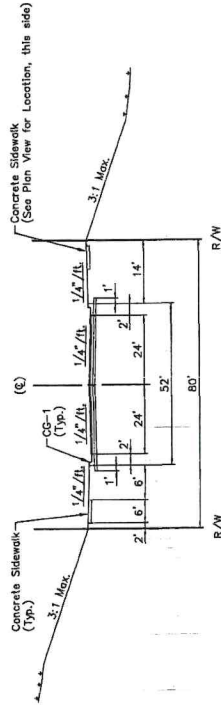
Signature of Bidder: Charles VanMetre

ADDENDUM MUST BE SUBMITTED WITH BID



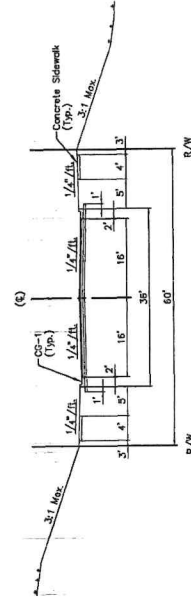
Hickoryleaf Lane and
Timber Trails Drive

- NTS
- 2" TYPE 3 ASPHALTIC CONCRETE SURFACE
 - 9" TYPE 1 ASPHALTIC CONCRETE BASE COURSE
 - 6" MIN. COMPACTED SUBGRADE
 - 95% OF STANDARD MAX. DENSITY



DEAN AVENUE

- NTS
- 2" TYPE 3 ASPHALTIC CONCRETE SURFACE
 - 9" TYPE 1 ASPHALTIC CONCRETE BASE COURSE
 - 6" MIN. COMPACTED SUBGRADE
 - 95% OF STANDARD MAX. DENSITY



JOHNSTON DRIVE

- NTS
- 2" TYPE 3 ASPHALTIC CONCRETE SURFACE
 - 9" TYPE 1 ASPHALTIC CONCRETE BASE COURSE
 - 6" MIN. COMPACTED SUBGRADE
 - 95% OF STANDARD MAX. DENSITY



NOTES:

09-29-05 Shannon G. Butler Submitted to the City of Raymond, Missouri
11-17-05 Shannon G. Butler Revised per City Comments and Award Approval (Final)

DATE P.E. SIGNATURE DESCRIPTION

3024 East 12th Ave.
Raymond, MO 64151
417-337-7333 fax
www.lutjen.com
printing
proposed 2/28/05



TYPICAL SECTIONS
DEAN AVENUE
IMPROVEMENTS

Project No.: 04323
Sheet No.: 5

PHOENIX CONCRETE LLC.

15452 S. Keeler St. Olathe KS. 66062



- City of Olathe
Jim McMillian, Austin Lamparter, Leslie Donnelly, Scott Jennings
Phone - 913-971-9425
100 E Santa Fe Olathe, KS.
Project: 2023 Sidewalk Construction
Completion: 2023
Amount: \$700,000.00
Project: 2024 Local and Collector Group A
Completion: 2024
Amount: \$2,500,000.00
Project: Concrete Services 17-4087 - On Call Concrete Patch Project
Contract Dates: 6/1/2017 to 12/1/2027
Project: 2024 Local and Collector Group B
Completion: 2024
Amount: \$2,500,000.00
Project: 2025 Local and Collector Mill and Overlay Group A
Completion: 2025
Amount: \$2,000,000.00
- City of Shawnee
Kenny Khongmaly
Phone - 913-631-2500
11110 Johnson Drive Shawnee, KS.
Project: 2023 Mill and Overlay
Completion: 2023
Amount: \$2,000,000.00
Project: 2024 Mill and Overlay
Completion: 2024
Amount: \$3,000,000.00
Project: Johnson Drive and Lamar UBAS
Completion: 2023
Amount: \$600,000.00

- City of Leawood
 Danny Bergeron, David Ley
 Phone - 913-339-6700
 4800 Town Center Drive Leawood, KS.
 Project: 2016 Curb and Mill & Overlay
 Amount: \$4,800,000.00
 Completion: 2016
 Project: 124th and Nall Parking Lot Repair
 Amount: \$20,000.00
 Completion: 2021
 Project: 143rd Street Repair
 Amount: \$150,000.00
 Completion: 2021
- City of Gardner
 John Trickett
 Phone - 913-856-7535
 120 E Main Street, Gardner KS.
 Project: 2023 Pavement Management Program
 Amount: \$800,000.00
 Completion: 2023
 Project: Center Street Rehab
 Amount: \$100,000.00
 Completion: 2024
- City of Prairie Village
 Dennis Thompson
 Phone - 913-530-3227
 3535 Somerset Drive Prairie Village, KS.
 Project: 2017 Concrete Repair Program
 Amount: \$700,000.00
 Completion: 2017
 Project: 2020 Concrete Repair Program
 Amount: \$700,000.00
 Completion: 2018
 Completion: 2020

- City of Lee's Summit
Vince Schmoeger
Phone - 816-989-1800
220 SE Green Street Lee's Summit, MO.
Project: 2023 Curb Repair Program
Amount: \$2,600,000.00
Completion: 2022
Project: 2024 Curb Repair Program
Amount: \$2,700,000.00
Completion: 2023
Project: 2025 Curb Repair Program
Amount: \$2,900,000.00
Completion: 2024
- City of Overland Park
Becky Bonebrake, Jason Hussey, Josh Welge
Phone - 913-895-6040
8500 Santa Fe Ave Overland Park, KS.
Project: 2020 Parking Lots Reconstruction
Amount: \$3,300,000.00
Completion: 2021
Project: 2023 Street Improvement (Concrete) Program
Amount: \$2,300,000.00
Completion: 2023
Project: 2024 CDBG Sidewalk Program
Amount: \$800,000.00
Completion: 2025
Project: 2024 Street Improvement Overlay
Amount: \$4,000,000.00
Completion: 2024
Project: 2025 Street Improvement Overlay
Amount: \$5,000,000.00
Completion: 2025
- City of Lawrence
Amanda Sahin, Pat Weyer, Steve Lashley
Phone - 785-832-3034
6 E 6th Street Lawrence, KS.
Projects: 2017-2018 Sidewalk GAPS and 2017 CDBG ADA Ramp Programs
Amount: \$600,000.00
Completion: 2019
Project: Fire Station 2,3,4 and 1941 Haskell Pavement Replacement
Amount: \$1,245,000.00
Completion: 2019
Project: 21st Street Bicycle Boulevard Improvements
Amount: \$330,000.00
Completion: 2020

- City of Merriam, KS.
Carl Sanders, Todd Veeman
Phone - 913-322-5521
6901 Knox Street Merriam, KS.
Projects: 2018 Curb, Mill and Overlay & Sidewalk Program
Amount: \$1,400,000.00
Completion: 2018
Projects: 2019 Sidewalk Program
Amount: \$300,000.00
Completion: 2019
Projects: 2020 Sidewalk Infill Program
Amount: \$400,000.00
Completion: 2020
- City of Mission, KS.
Brent Morton
Phone - 913-676-8380
4775 Lamar Ave, Mission, KS.
Projects: 2023 Street Reconstruction
Amount: \$280,000.00
Completion: 2023
Projects: 55th Street Lamar to Mission Reconstruct
Amount: \$320,000.00
Completion: 2024
Projects: 2025 Street Reconstruction
Amount: \$320,000.00
Completion: 2025

Phone: 913-390-1700 | Fax: 913-390-1701 | 15452 S. Keeler St. Olathe, KS. 66062

**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 the Phoenix Concrete & Underground, LLC (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: 745668

Approved by:

Employer Phoenix Concrete & Underground, LLC	
Name (Please Type or Print) Louis LaMourie III	Title
Signature Electronically Signed	Date 01/15/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/15/2014



CITY OF RAYMORE
CONTRACT FOR SERVICES

Dean Avenue Curb Replacement Phase 1

This Contract for Dean Avenue Curb Replacement Phase 1, hereafter referred to as the **Contract** is made this 23rd day of February, 2026, between Phoenix Concrete LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 15452 S. Keeler, Olathe KS, 66062 hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 23rd, 2026 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 26-495-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 60 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$324,253.80.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 32) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By:

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

(CITY SEAL)

PHOENIX CONCRETE LLC

By:

Charles VanMetre *Ch 20*

Title:

Estimator

Attest:

[Signature]

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Dean Avenue Curb Replacement Phase 1

ANTICIPATED SCOPE OF SERVICES:

- This project will primarily consist of the removal and replacement of approximately 8115 LF of High back curb.
- Additional Tasks will include the removal and replacement of ADA ramps and some sidewalks in select areas.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

prices bid on the contract for any items because of increase, reduction or deletion.

3. PROJECT COMPLETION AND SCHEDULE

The Contractor shall complete all work within **60 calendar days** of the issuance of the Notice to Proceed. If work is suspended for winter shutdown, the contract time will be paused during the period of suspension as approved by the City. Prior to shutdown, the Contractor shall secure the site, provide temporary surfacing or traffic control measures as directed, and ensure the work area is left in a safe, serviceable condition. Temporary surfacing and traffic control will need to be checked weekly by the contractor, while fixing any issues. Work shall resume promptly upon issuance of approval to restart, and the remaining contract time shall recommence.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

6. SPECIAL CONDITIONS

- Mobilization, Bonds and Insurance, Pre-Construction Photos: The lump sum price shall include all costs for mobilization, demobilization, performance, payment bonds, preconstruction photos and required insurance. The City of Raymore will only pay for these items one time. Any additional mobilizations will be at the expense of the contractor. Please see Appendix B General Terms and Conditions for additional information. Pre-Construction photos, contractor shall take pre construction photographs of all work locations, including pavement, curb and driveway intersections. Photographs shall be submitted to the City prior to removal operations.
- Existing Curb Removal: The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Any

required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curbs shall be replaced within 24 hours of existing curb removal.** Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

- *Curb Replacement High Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for high back (CG-1), including: doweling into existing curb, expansion material, sawing construction joints, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture. Weather permitting curbs shall be replaced within 24 hours of existing curb removal.** The curb will be allowed to be replaced by either hand placement or machine placement. The Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. If the curb is placed by hand, the contractor shall vibrate the concrete and if the back of the curb is honeycombed after removing the form, the back of the curb shall be grouted with non shrink grout which will be subsidiary to this bid item.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing. The ADA Ramp and curb shall not be poured monolithically. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. If an existing diagonal ramp is selected for replacement a directional ramp may be used, this may require repositioning the ramp location.**
- *4" Sidewalk Replacement:* The unit price named in the bid shall be for the Square Foot (SF) of sidewalk removed and replaced. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete and protection of the sidewalk during the curing process. The sidewalk shall be 4" thick concrete without reinforcement. Sidewalk replacement may be in several areas of varying lengths. **Concrete shall be an approved**

KCMMB 4K mixture. Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal.

- Traffic Control and Traffic Routing and Signage: Work Zone Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment and maintain thru traffic including, but not limited to, all signage to control vehicle and pedestrian traffic, detours, and through the work area, as required by the MUTCD and dictated on the plans. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. An approved traffic control plan shall be submitted and approved by the City prior to construction starting.
- Site Restoration: Site Restoration shall be considered subsidiary to all bid items. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- Working Hours: No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- Construction Schedule: After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. **The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award.** The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- Weather Limitations: Concrete placement shall comply with the latest ACI 305R. No concrete shall be placed when the air temperature is below 27 degrees and falling. Concrete may be placed between 27

degrees and 40 degrees fahrenheit with approved cold weather protection methods per ACI 306R. Hot weather placement precautions shall be implemented when ambient temperatures exceed 90 degrees, including temperature control of materials, windbreaks and curing protection.

- Concrete Testing: Temperature, slump, air content and cylinders shall be taken on the first working day of every week. Four cylinders shall be cast and tested at 7 and 28 day intervals. Two cylinders will be held back for additional testing if required. A KCMMB 4K concrete mix shall be used on all exposed concrete. A concrete mix design shall be submitted prior to placing concrete. All concrete testing shall be subsidiary to the bid items in this project, contractor shall use an independent testing lab to perform the tests.

7. ADDITIONAL REQUIREMENTS

- Utilities: Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

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

destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.

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

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL BIDDING INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-495-201

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of February, 2026.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 32 for Cass County, Missouri, USA.

G. Invoicing and Payment

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. **Certified payroll shall be submitted with each pay request or invoice.** All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

Invoices shall be based on the following schedule:

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

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

H. Cancellation

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

I. Contractual Disputes

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

- P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*
The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 32). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and

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

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/9/2026

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks and Recreation

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Recreation Park Baseball Light Plans (pg 134)

STRATEGIC PLAN GOAL / STRATEGY

Goal 7.4: Proactively plan for future growth, expansion and maintenance of the City's Parks and Recreation system

FINANCIAL IMPACT

Award To:	Wilson and Company
Amount of Request/Contract:	\$18,200
Amount Budgeted:	\$65,000
Funding Source/Account:	45-00-8430-0000

PROJECT TIMELINE

Estimated Start Date
2/24/2026

Estimated End Date
5/5/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	01/27/2026
Action/Vote:	6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4014
2. Contract
3. Electrical Service & Power Distribution Upgrades

BACKGROUND / JUSTIFICATION

The City of Raymore solicited proposals from qualified electrical design firms to provide professional engineering services for the design of electrical service and power distribution

system upgrades at Recreation Park. The scope includes the design of electrical power upgrades to four (4) baseball fields and a concession stand located within the park. Note: Lights on the two smaller fields were installed in 2018 and were not included in the scope. The existing electrical infrastructure, including pad-mounted utility transformers and power distribution systems maintained by Evergy, have been in service since the late 1990s and are at the end of their useful life expectancy. This project will allow staff to appropriately plan a future capital project. Requests for proposals were issued in August with a pre-bid and walk-through held in late August. Bids were due on September 4. One proposal was received and staff recommends Wilson and Company as the best and most responsive firm.

BILL 4014

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH WILSON AND COMPANY IN THE AMOUNT OF \$18,200 TO PROVIDE ENGINEERING DESIGN SERVICES FOR ELECTRICAL SYSTEM UPGRADES AT THE RECREATION PARK BASEBALL COMPLEX."

WHEREAS, the City has four baseball fields with lights and a concession stand at Recreation Park that have been in service for over 25 years; and,

WHEREAS, the electrical equipment has reached the end of its useful life expectancy; and,

WHEREAS, City staff advertised and received bids for engineering design services for electrical upgrades; and,

WHEREAS, the Parks and Recreation staff reviewed the proposal and found that Wilson and Company was the best and most responsive proposal submitted.

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

Section 1. The City Manager shall be the authorized representative of the City herein for all instruments identified in Section 5.2(i) of the Charter.

Section 2. The City Manager and the City Clerk are hereby directed and authorized to execute the Agreement for and on behalf of the City of Raymore.

Section 3. The Mayor, the City Clerk and the City Manager are hereby directed and authorized to take the necessary steps under the Agreement to implement its terms.

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF FEBRUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Recreation Park Baseball Light Plans

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 23rd day of February, 2026 between Wilson and Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 800 East 101st Terrace, Suite 200, Kansas City, Missouri 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 February 23, 2026 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #25-463-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications,

terms and conditions as set forth within RFQu #26-463-201 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$18,200.00 which is "not to exceed" \$18,200.00 dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

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

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

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

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

ARTICLE IX WARRANTY

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

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

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI
ENTIRE AGREEMENT

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

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

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

WILSON AND COMPANY

By: _____
Justin C. Klaudt

Title: Senior Vice President

Attest: _____
Michael Williamson

Appendix A

Scope of Services

1. INTRODUCTION AND PROJECT OVERVIEW

Services for the design of electrical service and power distribution system upgrades at Recreation Park. The scope includes the design of electrical power upgrades to four (4) baseball fields located within the park.

Note: Lights on the two smaller fields were installed in 2018 and not in scope.

The existing electrical infrastructure, including two (2) Evergy services, pad mounted utility transformers and power distribution system, have been in service since the late 1990s. The service voltage is 120/240V, 1 PH, 3W. Each service is 800A with two 400A Panelboards on each. The existing field lighting is Musco HID type and will remain in use. The Musco lighting control panels will be reused.

The electrical distribution components are now outdated and must be replaced with all-new above-ground equipment. The scope of work includes:

1. Coordinate with the local utility (Evergy) to verify the service size is suitable for the present Park requirements.
2. The new electrical system should include but is not limited to the following:
 - a. Replacement of the existing two (2) transformers as required.
 - b. Reuse underground primary feeders where possible.
 - c. Update service meters to meet current Evergy standards by removing the CT's from the transformers and installing in a new CT cabinet.
3. Electrical design shall show the following:
 - a. Each service shall have a single Main Service disconnect switch. Shall be "SE" rated NEMA 3R (800A minimum).
 - b. The new distribution panelboard shall be sized to feed all existing loads with 25% spare capacity. Existing loads include Musco lighting circuits, scoreboards, concession stand and miscellaneous equipment.
 - c. New secondary feeders, from the transformer to new distribution equipment. Reuse of existing underground electrical wire, where feasible, between new above ground and existing components.
 - d. Reuse the existing Musco lighting control panels and confirm all control functions are operating the lighting originally installed.

- e. Power feeds to each of the existing light poles on all baseball and softball fields.
- f. A new power feed 120/240V, 1 PH (200A Minimum), in a PVC conduit, routed from one of the new panelboards to the existing concession stand to accommodate future building upgrades.
- g. Instructions for a new electrical equipment rack made of galvanized metal and sturdy construction in a safe and secure manner.
- h. All electrical design shall be per the latest version of the National Electrical Code (NEC) and State and Local codes.
- i. The selected design firm will be responsible for providing detailed construction documents suitable for soliciting construction bids. Shall include, sealed electrical drawings and specifications, stamped by a professional engineer licensed in the State of Missouri. The project shall also address the following:

2. SUBMISSION REQUIREMENTS

Interested firms shall include the following in their proposal:

- a. Company profile, including relevant project experience with park lighting and utility design.
- b. Project approach and timeline.
- c. Confirmation of who will be sealing the electrical drawings stamped by a Missouri-licensed engineer.
- d. All required Forms A-E.

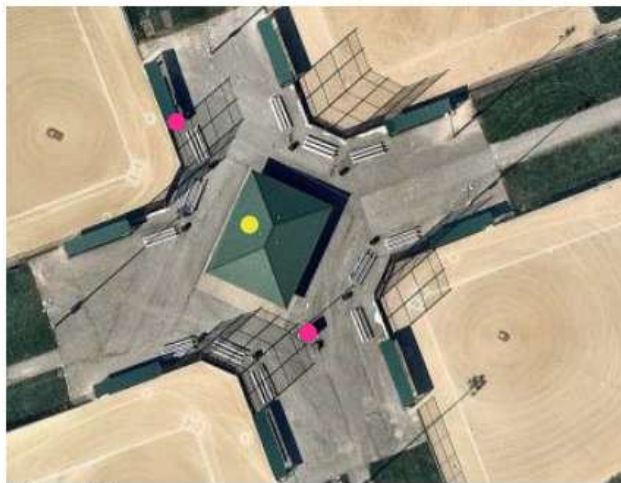
3. ADDITIONAL BIDDING INFORMATION

3.1 Project is tax exempt.

Exhibit A Recreation Park, Raymore, MO



- Transformer and Panel Box
- Concessions Building



Enlarged Plan

Appendix B General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of February 2026 with final design and bid specifications completed within 90 days.

C. *Insurance*

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

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. Release of Information

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

Q. Rejection of Bids

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

R. Affidavit of Work Authorization and Documentation:

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

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

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

City of Raymore, Missouri

Electrical Service & Power Distribution Upgrades at Recreation Park

Statement of Qualifications

September 4, 2025

**WILSON
& COMPANY**
HIGHER RELATIONSHIPS



September 4, 2025

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

Re: RFQ No. 25-463-201 – Recreation Park Baseball Light Plans

Dear Ms. Quade and Selection Committee,

We are pleased to submit our proposal for the electrical service and power distribution system upgrades at Recreation Park in Raymore, Missouri. [Wilson & Company, Inc., Engineers & Architects \(Wilson & Company\)](#) provides multidisciplinary services for Midwest municipal clients. With a robust team of professionals with a background in electrical engineering and specialized experience in municipal projects, we are confident we will deliver reliable solutions that meet the City of Raymore's (City) needs. By selecting Wilson & Company, the City will benefit from a responsive and experienced partner committed to delivering high-quality, cost-effective solutions.

Wilson & Company's qualifications include various projects, including [street lighting, traffic control systems, and electrical utility distribution upgrades](#), while adhering to local codes and industry standards. Our approach combines technical proficiency with a strong emphasis on collaboration and communication, maintaining stakeholder engagement throughout the project lifecycle.

Wilson & Company's portfolio of municipal electrical design includes systems that enhance public safety. Our team conducts [thorough site assessments, develops detailed technical specifications, and manages multidisciplinary teams](#) to achieve timely and budget-conscious results.

At Wilson & Company, our culture mirrors how we do business; we bring people together to practice their craft, to create value, and to accomplish great things. [Higher Relationships](#) is our commitment and genuine offer to build long-lasting relationships with our clients, partners, and communities. The pillars include [discipline, intensity, collaboration, shared ownership, and solutions](#). For Wilson & Company, our culture aligns with the City's goals and objectives, and we focus on achieving success together.

We are excited about the opportunity to [partner with the City and contribute to impactful projects that enhance community infrastructure](#). We look forward to discussing how Wilson & Company's experience and vision align with your project goals.

Sincerely,



Mike Williamson
Project Manager
816 701 3113
micheal.williamson@wilsonco.com



Justin Klaudt, PE, ENV SP
Senior Vice President
813 701 3178
justin.klaudt@wilsonco.com

Project Understanding and Approach

Project Scope Understanding

The City of Raymore (City) is soliciting qualifications and a proposal from Wilson & Company to provide full engineering design services for their proposed electrical system upgrades at Recreation Park. The City is undertaking an upgrade that will replace existing electrical equipment and utility service connections that have been in service since the late 1990s. This will include modifications to the primary Evergy service connection, new service equipment, installation of new padmount transformers, and the installation of new power panels as identified in the RFQ. The scope also encompasses the design and installation of equipment support racks, feeder circuits, raceway modifications, and the removal of existing electrical equipment. The existing Musco light poles, lighting control panels, and all equipment currently connected to the power panels will remain in place and are not part of the proposed upgrades.

Project Approach

Wilson & Company is pleased to propose engineering design services for the City of Raymore's Recreation Park electrical system upgrade project. Our team will organize and execute the work to align with the project's delivery goals and technical requirements. As part of our commitment to understanding the City's objectives, our project manager has already conducted a site visit and met with City staff during the pre-bid process. This



engagement allowed us to identify key considerations that will inform the design phase. The following sections detail our approach to delivering a cost-effective, reliable, and future-ready solution for the City.

Design Services

Upon receiving the notice to proceed, Wilson & Company will hold an in-person kick-off meeting with the City to review the project scope, design approach, schedule, and expected deliverables. This meeting will also serve as an opportunity to gather information about the existing electrical system, including one-line diagrams, plan drawings, and system connection and tie-in points. In conjunction with the kickoff, we will perform a site survey and assessment to support the development of design solutions.

Wilson & Company will provide electrical engineering services to support the City in the execution of the electrical service and power distribution system upgrade at Recreation Park. The proposed design will incorporate the development of two new electrical services, each rated at a minimum of 800 amps, 120/240V. These services will be connected to new distribution panelboards that will be designed to accommodate all existing electrical loads with an additional 25% spare capacity for future expansion. Existing loads include Musco lighting circuits and controls, scoreboards, and miscellaneous equipment.

A dedicated panelboard will be designed for the concession stand to re-feed existing electrical loads while also providing additional capacity to support future expansion. Where feasible, existing electrical feeders will be reused to connect new panelboards to existing equipment. The electrical design will comply with the National Electrical Code along with state and local codes.

In addition, coordination with Evergy will be undertaken to ensure the electrical utility service design aligns with current utility standards. The design will incorporate new utility meter stands and padmount transformers that meet Evergy's latest metering and transformer specifications. The existing underground primary service will be evaluated for potential reuse to optimize resources and reduce installation impact.

We will design and develop key project documentation, including one-line diagrams, plan drawings, demolition drawings, and electrical equipment specifications. Also, a detailed cost estimate will be prepared, outlining anticipated expenses for equipment procurement and installation. The estimate will include itemized costs for major components such as electrical equipment, site preparation, and installation labor.

Project Management

We will develop a project management plan (PMP) prior to the start of the project. The PMP will cover the contract, correspondence, design criteria, budgeting requirements, CADD procedures, quality control process, and any specific project challenges. Additionally, the PMP will detail the specific work tasks to be completed for the project and establish the milestones, deadlines, deliverables, and project schedule. We will review the PMP during an internal project kickoff meeting with each member of the design team. This process makes sure that every design team member knows and understands the project goals.

Our project manager will be responsible for preparing, reviewing, and submitting invoices to the City. The project manager will also lead weekly coordination calls with the City's project manager to review progress, discuss upcoming activities, and address any design-related questions or issues.



Internal Quality Control

In 2009, Wilson & Company established the Performance Management Office (PMO) to focus on improving the Company's performance. The PMO's mission is to make project execution more efficient and effective for our clients and staff. To further the PMO's initiative, internal quality assurance audits are performed by the assigned PMO representative at various milestones throughout the project. During this audit, the PMO representative will review all project documentation against the scope of services (SOS), PMP, and schedule with the project manager and quality control manager. This is particularly beneficial on large projects with tight schedules.

No. _____	Date _____
CHECKPRINT	
Checked _____	Date _____
Backchecked _____	Date _____
Corrected _____	Date _____
Verified _____	Date _____
Drawing checked against calculations and calculation check confirmed.	
By _____	Date _____ n/a ☐

Deliverables

Wilson & Company will submit all design documentation to City of Raymore for review and approval. All submittals will be delivered electronically in PDF format. The design submittals will include the following submissions:

- 90% Design Package:
 - Electrical site and power plan drawings.
 - Grounding plans.
 - One-line diagrams.
 - Panelboard schedules.
 - Electrical installation details.
 - Engineer's estimate of probable cost.
 - Electrical equipment specifications.
- Final Design Package:
 - Signed and sealed electrical drawings and specifications

Project Schedule

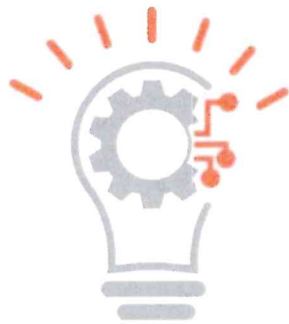
We understand that the project schedule is important to the City. Our approach will be to work closely with City staff to clearly identify project goals and key dates early on to eliminate any potential schedule delays. Our design team is available to begin work immediately on this project upon notice to proceed. We anticipate that we can meet the required 60 calendar day (8 week) completion. The milestone timeframe for this project after receipt of the Notice to Proceed are as follows:

Project Kickoff Meeting:	1 week after NTP
90% Design	5 weeks
City Review	2 weeks
Final Bid Documents.....	1 week
Total Duration	8 weeks

Design Services Experience

Wilson & Company Profile

Wilson & Company has brought more than 800 people together in 16 offices over nine states to build Higher Relationships through discipline, intensity, collaboration, shared ownership, and solutions with our clients, partners, and communities. Our Kansas City office has more than 100 staff members dedicated to producing successful designs and project outcomes. After 93 years of business, professionals continue to hone their craft with us including electrical, civil, mechanical, and structural engineering; architecture; planning; biology; surveying; lidar scanning; mapping; GIS specializations; drone piloting; financial analysis; program management; construction administration and observation; and a growing number of multidisciplinary specialties. We seek to create value for a diverse client base, including federal and municipal governments, public transportation agencies, railroad companies, industrial and commercial corporations, and private developers.



Municipal experience and capabilities:

- Low and medium voltage distribution
- Aerial and underground design
- Substation design
- Power generation facilities
- Rate studies and cost of service evaluation
- SCADA/radio telemetry
- Building electrical and lighting design
- Control and plant automation systems
- Roadway and parking lot lighting

Electrical Services

Wilson & Company seamlessly connects clients to the electrical grid through a comprehensive energy services program. Our team delivers integrated solutions from feasibility studies, aerial photography, surveying, and mapping to land acquisition, water engineering, site civil design, plant configuration, permitting, and transportation access. We continue to support through construction administration, field engineering, and contract closeout, making sure we complete projects efficiently and reliably.

Our area of expertise can assist in local oversight with contractors and field personnel. Years of collaboration with Departments of Transportation (DOTs), federal and municipal governments, Class I railroads, and utility providers enable us to identify opportunities in electrical infrastructure planning, design, and solutions. We excel in challenging situations, which brings successful outcomes that benefit our clients and the communities they serve.

Wilson & Company's electrical design team has a pragmatic approach from decades of experience in municipal power system design, along with a leading understanding of new technologies. Our approach is to provide electrical systems and components that match your needs, and provide a robust, maintainable project. We prioritize designing electrical systems with long-term adaptability in mind, making sure our solutions remain relevant and easily upgradeable as technologies evolve.

Low Voltage Electrical Design Services

Wilson & Company provides comprehensive engineering services to support low-voltage electrical distribution projects for municipal clients. Our project experience spans electrical distribution system upgrades, commercial warehouse developments, water and wastewater lift stations and treatment facilities, and rail terminals. Our licensed professionals deliver tailored solutions across all phases of project development—from planning and design to implementation. Core capabilities include transformer and distribution panelboard design, cable sizing, and electrical system layouts. We also perform essential studies such as arc flash analysis, load flow modeling, protective device coordination, and short circuit evaluations to verify a safe and reliable electrical system. Drawing from our municipal project experience, we develop solutions that meet project requirements while supporting long-term operational resilience.

Transmission and Distribution Power Systems

Wilson & Company has experience designing municipal electrical infrastructure upgrades, including new aerial lines and voltage conversion projects. Our team has designed substations for systems operating at 138kV and below, tailored to meet utility requirements. We have developed high and medium voltage distribution systems for municipalities and industrial facilities requiring power over extended distances. Our experience spans aerial and underground primary distribution design.

Generation

Wilson & Company has designed and evaluated various emergency and standby engine generators, and back-up power systems for municipal clients. Our electrical engineers have completed comprehensive studies and design efforts for small- and large-scale generation projects, from standby systems to municipal power plant expansions. We have analyzed and implemented solutions across emergency power, cogeneration, and power plant additions. We provide clear, data-driven insights and recommendations, enabling our clients to make informed and logical decisions. Our broad experience equips us with the technical depth and practical knowledge to deliver reliable solutions.



Relevant Project Experience for Firm

The following representative projects demonstrate our proven ability to help clients achieve their goals through thoughtful electrical design and effective project execution.



East Mesa Public Recreation Complex, Los Cruces, NM (2024-ongoing)

Phase II of this project is currently under construction, following the successful completion of Phase I in the previous year. The initial phase included the installation of multiple electrical services, panelboards, and padmount transformers to support the park's infrastructure. This phase encompassed a complex of baseball diamonds, soccer fields, pickleball courts, and support buildings, with sports lighting systems coordinated in partnership with Musco. Phase II expands the scope to include additional restrooms, concession buildings, expanded pickleball, volleyball, and basketball courts, enhanced landscaping and hardscaping, extended site lighting, and the addition of a skate park.



Public Works Facility, City of Belton, MO (2023)

This project initially focused on re-establishing electrical service to a complex of previously abandoned buildings. It involved coordinating a new utility service with Evergy and distributing power to ten separate buildings. The project progressed in 2023 with the addition of electrical design services for a new building and a washdown area, supporting continued site development.



Heron Pond Park, Denver, CO (2022-ongoing)

This multi-phased project focuses on enhancing water quality, restoring the levee embankment, and developing a new park featuring expansive open spaces. Key elements include pathway and parking lot lighting, a maintenance garage, restrooms, public art installations, and playground areas. Due to the scale and complexity of the site, multiple utility services were required to support both the pathway lighting and facility infrastructure.



Water Works Park, City of Mission, KS (2024)

This project included electrical design and new service connections for a prefabricated restroom facility, as well as lighting design for a picnic area canopy. Scope also included photometric analysis and strategic placement of solar-powered light poles to illuminate pedestrian pathways and playground areas.



Little Mill Creek Trail Tunnel, City of Lenexa, KS (2023)

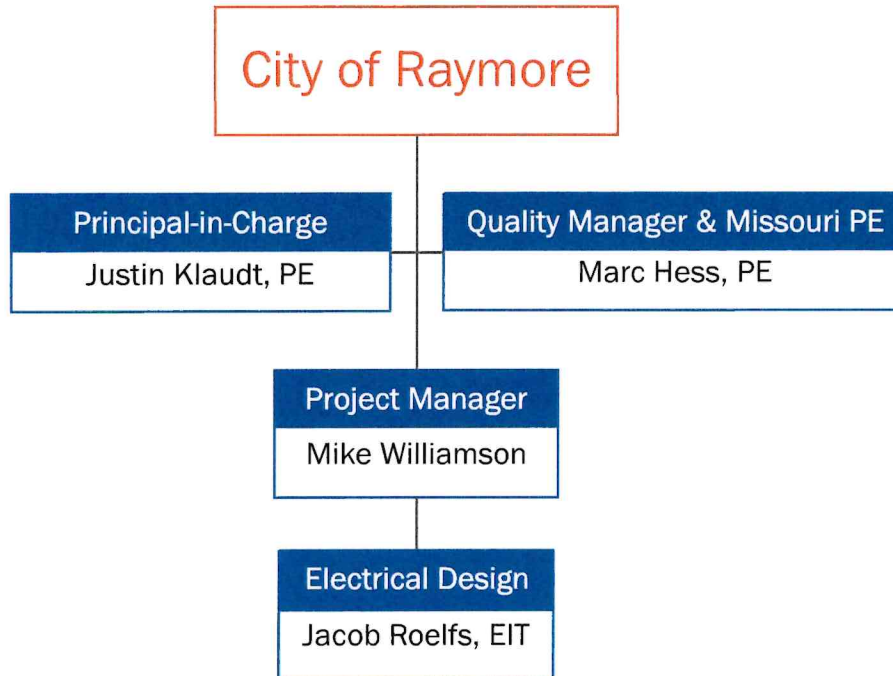
Wilson & Company served as engineering consultants for this project, which connected the Little Mill Creek Trail system to Sar-Ko-Par Trail Park in Lenexa. The scope included coordination with Evergy for utility service, design and installation of tunnel and pathway lighting, tunnel monitoring systems, pedestrian counting technology, and emergency blue light call boxes to enhance safety and user experience.

Key Personnel and Resumes

Meet Our Team

Wilson & Company provides a comprehensive, in-house team to support the City. We are organized by engineering specialty that provides function workflow and promotes multidisciplinary collaboration. Our team members' experience is highlighted in the following summaries.

Organizational Chart



Resources Available to Meet Proposed Schedule



Mike Williamson

Project Manager

Mike is experienced in electrical system design for municipal and commercial projects. He has designed and developed electrical systems for a variety of projects, including wastewater lift stations, water treatment plants, restaurants, community centers, warehouses, tenant improvements, and senior living facilities. Mike has produced detailed design layouts for low voltage power distribution, interior and exterior lighting systems, fire alarm systems, and electrical equipment rooms. He brings a proven ability to collaborate closely with mechanical and architectural teams along with client owners throughout all phases of design to ensure seamless integration of the electrical design. Mike is experienced in conducting through reviews of electrical equipment submittals to verify adherence to project specifications, applicable codes, and performance standards. He has project management experience in overseeing multidisciplinary project teams in executing engineering design for design-build projects of up to \$500K.

Experience

Total years: 19

Education

BS, Electrical Engineering

Relevant Experience

- John Barkley Plaza – Shawnee Mission Park Entrance Improvement, Shawnee, KS
- 16th & Clay Parking Lot Lighting Design, North Kansas City, MO
- Lake Olathe Parking Improvements, Olathe, KS



Jacob Roelfs, EIT

Electrical Design

Jacob has experience in electrical system design for various park and lighting projects. He has participated in on-site electrical and instrumentation construction support services at industrial facilities. Jacob has assisted with project drawings, including one-line diagrams, electrical equipment building layouts, wiring diagrams, medium and low voltage motor schematics, switchgear breaker control schemes, power and lighting plans, and grounding plans. He has experience executing electrical power system load flow studies, short circuit analysis, relay coordination studies, and arc flash hazard analysis.

Experience

Total years: 3

Education

BS, Electrical Engineering

Licenses and registrations

Engineer-in-Training (EIT):
Kansas

Relevant Experience

- Escondida Lake RV Park, Socorro, NM
- Bosque State Park EV Charging, Los Cruces, NM
- Globeville Levee Trail Lighting, Denver, CO



Experience

Total years: 17

Education

BS, Electrical Engineering

Licenses and registrations

Professional Engineer: MO
#2020013488

Also licensed in AR, CA, CO,
IA, IL, KS, LA, MN, MT, NE,
NV, NM, OR, UT, WA, WY

Marc Hess, PE

Quality Manager and Engineer of Record

Marc has broad electrical design and consulting engineering experience. His knowledge covers all aspects of park electrical design, including site power distribution, lighting, instrumentation, electrical equipment, cabling, and arc flash hazard analysis. Marc has extensive experience in building electrical design, such as educational facilities and commercial projects. Building design capabilities include building power systems, lighting, telecom, and various specialized systems. Exterior designs for public, DOT, and municipal projects include roadway lighting, parks and recreation, and parking lot lighting.

Relevant Experience

- East Mesa Public Recreation Complex, Los Cruces, NM. Electrical Engineer.
- Public Works Facility, City of Belton, MO. Electrical Engineer.
- Heron Pond Park, Denver, CO. Electrical Engineer.
- Water Works Park, Mission, KS. Electrical Engineer.
- Little Mill Creek Trail Tunnel, Lenexa, KS. Electrical Engineer.

PROPOSAL FORM A
RFP 25-463-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Justin C. Klaudt, PE, ENV SP having authority to act on behalf of (Company name) Wilson & Company, Inc., Engineers & Architects do hereby acknowledge that (Company name) Wilson & Company, Inc., Engineers & Architects will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Wilson & Company, Inc., Engineers & Architects

ADDRESS: 800 East 101st Terrace, Suite 200
Street

ADDRESS: Kansas City, MO 64131
City State Zip

PHONE: 816-701-3100

E-MAIL: justin.klaudt@wilsonco.com

DATE: 9/4/2025
(Month-Day-Year)

Justin C. Klaudt Sr. VP
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 25-463-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

Form B Attachment

Legal claims: summary of claims in the last five years

Wilson & Company has no contracts to disclose that have been terminated by our firm or officers of it, and we have never failed to complete a contract. We have no civil or criminal actions pending. The following identifies claims within the last five years. We have not been disqualified from working with the City or other public entities.

- In May of 2022, Wilson & Company was named as one of several defendants in a claim filed by an individual who was injured in an auto accident that occurred while driving through a construction zone. The plaintiff dismissed all claims.
- In July of 2023, Wilson & Company was named as one of several defendants in a claim filed by an individual who was injured in an auto accident that occurred while driving on a roadway alleging overgrown landscaping caused poor visibility. This matter was dismissed with prejudice.

PROPOSAL FORM C
RFP 25-463-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Belton
ADDRESS	520 Main Street, Belton, MO 64012
CONTACT PERSON	Gregory J Rokos
CONTACT EMAIL	grokos@belton.org
TELEPHONE NUMBER	816-812-1269
PROJECT, AMOUNT AND DATE COMPLETED	Public Works Facility Expansion, \$15,000, 2023 Public Works Facility Rehab, \$250,000, 2021

COMPANY NAME	Denver Department of Transportation and Infrastructure
ADDRESS	1444 Wazee St., Denver, CO 80202
CONTACT PERSON	Jim Cokeley
CONTACT EMAIL	Jim.Cokeley@denvergov.org
TELEPHONE NUMBER	303-587-3192
PROJECT, AMOUNT AND DATE COMPLETED	Heron Pond Park, ~\$30,000,000, Ongoing Final Phase of Construction

COMPANY NAME	City of Mission Parks and Recreation
ADDRESS	6200 Martway St, Mission, KS 66202
CONTACT PERSON	Penn Almoney
CONTACT EMAIL	palmoney@missionks.org
TELEPHONE NUMBER	913-722-8200
PROJECT, AMOUNT AND DATE COMPLETED	Water Works Park, \$500,000, 2024

COMPANY NAME	City of Las Cruces
ADDRESS	700 N Main Street, Las Cruces, NM 88001
CONTACT PERSON	David Viarreal
CONTACT EMAIL	dviarreal@lascruces.gov
TELEPHONE NUMBER	575-528-3332
PROJECT, AMOUNT AND DATE COMPLETED	East Mesa Public Recreation Complex Phase II, \$3,600,000, Construction Ongoing

COMPANY NAME	City of Lenexa
ADDRESS	17101 W 87th St Pkwy, Lenexa, KS 66219
CONTACT PERSON	Ben Clark
CONTACT EMAIL	bclark@lenexa.com
TELEPHONE NUMBER	913-477-7795
PROJECT, AMOUNT AND DATE COMPLETED	Little Mill Creek Trail Tunnel, \$1,800,000, 2024

State the number of Years in Business: 92

State the current number of personnel on staff: 97 locally on staff, +800 firm wide

PROPOSAL FORM D

RFP 25-463-201

Proposal of Wilson & Company, Inc., Engineers & Architects, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Wilson & Company (*) a corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 25-463-201 – Recreation Park Baseball Light Panel.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 25-463-201**Recreation Park Baseball Light Plans**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Signed and Sealed Drawings/Specification for Bidding	LS	1	\$ 15,700	\$ 15,700
Submit Engineer's Estimate of Probable Cost	LS	1	\$ 1,400	\$ 1,400
Submit for City Electrical Permit with Completed City Checklist	LS	1	\$ 1,100	\$ 1,100
TOTAL BASE BID				\$ 18,200

Company Name Wilson & Company, Inc., Engineers & Architects

Total Base Bid for Project Number: 25-463-201

\$ 18,200

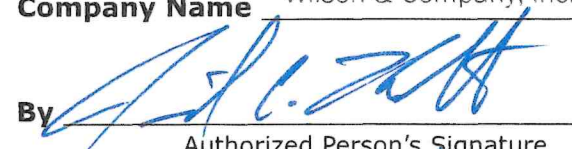
In the blank above insert numbers for the sum of the bid.

(\$ Eighteen thousand, two hundred dollars)

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

**BID PROPOSAL FORM E – RFP 25-463-201
CONTINUED**

Company Name Wilson & Company, Inc., Engineers & Architects

By 

Authorized Person's Signature

Justin C. Klaudt, Sr. VP

Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address _____

800 East 101st Terrace, Suite 200

Kansas City, MO 64131

Phone 816-701-3178

Fax 816-942-3013

Email justin.klaudt@wilsonco.com

Date 9/4/2025

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT
(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: Justin Klau dt

Company: Wilson & Company

Address: 800 E 101st +er Ste 200 KCMO 64131

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 25-463-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Wilson Company

Company Name

Justin C. Klavert

Signature

Name:

Justin C. Klavert

Title:

Sr. Vice President

STATE OF Missouri COUNTY OF Jackson

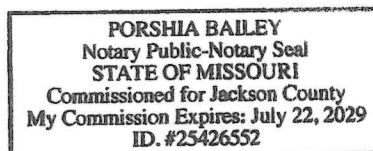
Subscribed and sworn to before me this 4th day of September, 2025.

Notary Public: Porshia Bailey

My Commission Expires: 7/22/29 Commission # 25426552

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

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



Company ID Number: 2305211

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and Wilson & Company, Inc., Engineers & Architects (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

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

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



Company ID Number: 2305211

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

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

Approved by:

Web Services Employer	
Wilson & Company, Inc., Engineers & Architects	
Name (Please Type or Print) Amy E Straquadine	Title
Signature Electronically Signed	Date 10/24/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/31/2023

**WILSON
& COMPANY**

HIGHER RELATIONSHIPS

800 East 101st Terrace
Suite 200
Kansas City, MO 64131
Phone: 816 701 3100

www.wilsonco.com



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/9/2026

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks and Recreation /
Buildings and Grounds

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Demolition of Structures at 204 S. Adams Street and 317 N. Jackson Street (pg 178)

STRATEGIC PLAN GOAL / STRATEGY

Goal 7.4: Proactively plan for future growth, expansion and maintenance of the City's
Parks and Recreation system
Goal 11.1: Provide well-maintained, class-A public facilities to support the operations of
the City

FINANCIAL IMPACT

Award To:	SB Wyatt Contracting INC
Amount of Request/Contract:	\$34,800
Amount Budgeted:	204 South Adams Street House - \$40,000 /
Funding Source/Account:	47-00-8430-0000 - Parks Sales Tax
	Fund / 04-00-8440-0000 - Restricted Fund
	Capital Outlay

PROJECT TIMELINE

Estimated Start Date
2/24/2026

Estimated End Date
4/25/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	01/27/2026
Action/Vote:	6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4015
2. Contract-signed by SBW

- | |
|----------------------|
| 3. SB Wyatt Proposal |
| 4. Total Bid Tab |

BACKGROUND / JUSTIFICATION

This project includes demolition of structures and site repair on two city-owned properties. The first part of the contract, as part of the future improvements at T.B. Hanna Station, is to demolish the house located at 204 South Adams Street and includes general grading and seeding. Second, the warehouse structure located at 317 N. Jefferson Street is to be removed with the steel frames and concrete floor to remain for future improvements.

Six proposals were received for this project. SB Wyatt Contracting INC. was the lowest, most responsive bid at \$37,300.00 (\$11,300 for the parks project and \$26,000 for the buildings and grounds project). The total Bid Tab is attached. Staff recommends accepting the alternate bid that retains the steel frame and provides a \$2,500 credit toward the base bid. The total contract amount is \$34,800.

BILL 4015**ORDINANCE**

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH SB WYATT CONTRACTING INC. IN THE TOTAL AMOUNT OF \$34,800 FOR THE DEMOLITION AND REMOVAL OF STRUCTURES LOCATED AT 204 SOUTH ADAMS STREET AND 317 NORTH JACKSON STREET."

WHEREAS, the Parks and Recreation Board has approved the removal of the house located at 204 South Adams Street for future expansion of T.B. Hanna Station; and,

WHEREAS, the City owns and desires the removal of the structure located at 317 North Jackson Street; and,

WHEREAS, the City desires the steel frame of the building on North Jackson Street to remain intact for future improvements; and,

WHEREAS, City staff advertised and received bids for the demolition and removal of structures; and,

WHEREAS, City staff reviewed the proposals and found that SB Wyatt Contracting INC was the best and most responsive proposal submitted.

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

Section 1.

- \$11,300 from the Parks Sales Tax fund 47-00-8430-0000 for the demolition and removal of the house located at 204 South Adams
- \$23,500 from the Restricted Fund Capital Outlay 04-00-8440-0000 for the demolition and removal of all debris except the steel frame of the building located at 317 North Jackson

Section 2. The City Manager shall be the authorized representative of the City herein for all instruments identified in Section 5.2(i) of the Charter.

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

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

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF FEBRUARY, 2026.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

**204 S ADAMS - HOUSE DEMOLITION
317 N JACKSON - STORAGE FACILITY DEMOLITION**

This Contract for Demolition Services, hereafter referred to as the **Contract** is made this 24 day of February, 2026, between SB Wyatt Contracting Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 18017 S State Route Y, Belton, MO 64012, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 23, 2026 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 26-004 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 60 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$34,800.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 32) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(CITY SEAL)

SB WYATT CONTRACTING INC.

By: Seth Wyatt

Title: President

Attest: JoAnna Jones

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

204 S ADAMS - HOUSE DEMOLITION
317 N JACKSON - STORAGE FACILITY DEMOLITION

ANTICIPATED SCOPE OF SERVICES:

1. GENERAL:

The City of Raymore will receive proposals from qualified firms to provide demolition services of the buildings located at 204 South Adams Street and 317 North Jackson Street in the City of Raymore.

The City's primary objective is the removal of the entire structure, foundation and other debris from both sites. The City is interested in proposals that recycle some portion or all of the debris material. The City appreciates the Bidders expertise and capabilities and will entertain a variety of debris disposal options.

Utilities that include water, sewer and electrical are to be stubbed and readied for attachment in the future.

SCOPE OF SERVICES:

204 S Adams Street - Demolition Requirements:





The demolition requirements under this contract shall consist of the following:

1. The Contractor shall use the methods of demolition required to complete the work in accordance with all codes, ordinances and requirements of governing authorities. Demolition practice shall be acceptable to the City, shall ensure the safety of persons and equipment and provide adequate protection of the environment. The Contractor shall schedule demolition activities to minimize delays, storage of debris, and construction traffic on-site.
2. Contractor shall install temporary chain link fencing around the perimeter of the site.

3. All trees on the property and connecting lots are to be fenced off from the demolition of the buildings as determined in the field by the City Arborist. No pruning of trees shall take place without prior approval of the City Arborist. If there is an issue, this must be discussed with the City Arborist and approved prior to demolition.
4. Demolition and removal of all structures and debris on the site.
5. Complete removal of all other walls, partition walls, beams, other projections, footings, foundations, pavement, other miscellaneous appurtenance, construction material, trash, fencing, etc.
6. Removal of the driveway located at 204 South Adams as well as removal of the driveway in the adjacent lot at 216 South Adams
7. Removal from the building of all piping, other fixtures, and all wood, rubbish, or other debris.
8. Contractor shall recycle as much demolition debris as practical. All materials that are recyclable and/or salvageable shall be the property of the Contractor. All debris from the demolition and property must be removed and disposed of at an approved landfill.
9. The Contractor shall take whatever steps necessary to control dust during demolition and removal. The Contractor will monitor the haul road for debris. Contractor and City must agree to the most appropriate haul route.
10. Minimize vehicle speed while traveling through the City.
11. Prevent track-out of mud on to public streets.
12. SWPPP Requirements: Contractor shall complete a StormWater Pollution Prevention Plan (SWPPP) including all necessary MoDNR forms (found on the web at: <http://www.dnr.mo.gov/env/wpp/stormwater/sw-land-disturb-permits.htm>). Once completed, the City of Raymore will sign and submit the application for a Land Disturbance Permit. The Contractor shall ensure that all erosion and sediment control is maintained and kept in good working condition per the SWPPP and Section 5100 of the Kansas City Metropolitan Chapter of APWA.
13. To the extent practical, minimize work during periods of high winds.
14. Burning of demolition debris is not permitted on site.
15. Avoid or minimize street closures or blockage during construction to avoid impact to emergency response times.
16. All utility services shall be temporarily interrupted by capping utilities off until the new project begins. Contractor will coordinate with the City of any utility services.
17. Required permits for demolition shall be obtained at the City of Raymore, 816-331-0488.

Backfill Requirements:

1. Upon completion of demolition, sufficient filling and grading shall be done. All below grade areas shall be filled. Where sloped grade or open areas are to remain unfilled for more than 24 hours, the Contractor will

be required to encircle the open area by a standard fence, or equal type of fencing, for safety reasons.

2. Contractor shall provide adequate clean fill material to fill any voids created by the demolition.
3. Contractor shall level and compact all clean fill returned to site location.
4. All rubbish, non-usable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the City's Project Manager.
5. The backfill material will be compacted to a density of 90% T-99 Designation or appropriate materials based on the Contractor's proposal.
6. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. **No seeding will be placed without grading approval of the project manager.**
7. Final seeding shall be placed over a minimum of 6 inches of good-quality topsoil. All seed used shall be equivalent to the Sentinel CPQ Turf Type Tall Fescue Blend and shall be subject to approval by the City. The seeded areas shall be mulched with straw.

217 N Jackson Street - Demolition Requirements:



The demolition requirements under this contract shall consist of the following:

18. The Contractor shall use the methods of demolition required to complete the work in accordance with all codes, ordinances and requirements of governing authorities. Demolition practice shall be acceptable to the City, shall ensure the safety of persons and equipment and provide adequate protection of the environment. The Contractor shall schedule demolition activities to minimize delays, storage of debris, and construction traffic on-site.
19. Contractor shall install temporary chain link fencing around the perimeter of the site.
20. All trees on the property are to be left in place unless noted by the City Arborist or City project manager.
21. Demolition and removal of all structures and debris on the site.
22. Complete removal of all other walls, partition walls, beams, other projections, footings, foundations, pavement, other miscellaneous appurtenance, construction material, trash, fencing, etc.
23. Removal from the building of all piping, other fixtures, and all wood, rubbish, or other debris.
24. Contractor shall recycle as much demolition debris as practical. All materials that are recyclable and/or salvageable shall be the property of the Contractor. All debris from the demolition and property must be removed and disposed of at an approved landfill.
25. The Contractor shall take whatever steps necessary to control dust during demolition and removal. The Contractor will monitor the haul road for debris. Contractor and City must agree to the most appropriate haul route.
26. Minimize vehicle speed while traveling through the City.
27. Prevent track-out of mud on to public streets.
28. SWPPP Requirements: Contractor shall complete a Storm Water Pollution Prevention Plan (SWPPP) including all necessary MoDNR forms (found on the web at: <http://www.dnr.mo.gov/env/wpp/stormwater/sw-land-disturb-permits.htm>). Once completed, the City of Raymore will sign and submit the application for a Land Disturbance Permit. The Contractor shall ensure that all erosion and sediment control is maintained and kept in good working condition per the SWPPP and Section 5100 of the Kansas City Metropolitan Chapter of APWA.
29. To the extent practical, minimize work during periods of high winds.
30. Burning of demolition debris is not permitted on site.
31. Avoid or minimize street closures or blockage during construction to avoid impact to emergency response times.
32. All utility services shall be temporarily interrupted by capping utilities off until the new project begins. Contractor will coordinate with the City of any utility services.
33. Required permits for demolition shall be obtained at the City of Raymore, 816-331-0488.

Backfill Requirements:

8. Upon completion of demolition, sufficient filling and grading shall be done. All below grade areas shall be filled. Where sloped grade or open areas are to remain unfilled for more than 24 hours, the Contractor will be required to encircle the open area by a standard fence, or equal type of fencing, for safety reasons.
9. Contractor shall provide adequate clean fill material to fill any voids created by the demolition.
10. Contractor shall level and compact all clean fill returned to site location.
11. All rubbish, non-usable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the City's Project Manager.
12. The backfill material will be compacted to a density of 90% T-99 Designation or appropriate materials based on the Contractor's proposal.
13. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. Final fill and grade will be a 2 inch top layer of $\frac{3}{4}$ " minus crushed stone or a blend of Crushed rock pieces up to $\frac{3}{4}$ inch in size and fines (stone dust / rock dust).

2. ADDITIONAL INFORMATION

- 2.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-004

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of March, 2026.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 32 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. **Certified payroll shall be submitted with each pay request or invoice.** All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 32). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and

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

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

PROPOSAL FORM A

RFP 26-004

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: SB WYATT CONTRACTING INC

ADDRESS: 18017 S STATE ROUTE Y
Street

ADDRESS: BELTON MO 64012
City State Zip

PHONE: 816-322-6557

E-MAIL: ANNIE.JONES@SBWYATT.COM

DATE: 1/20/2023 Seth Wyatt PRESIDENT
(Month-Day-Year) Signature of Officer/Title

DATE: 1/20/2026 Broken CORP SECT
(Month-Day-Year) Signature of Officer/Title

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

☐ MBE (Minority Owned Enterprise)
☐ WBE (Women Owned Enterprise)
☐ Small Business

PROPOSAL FORM B

RFP 26-004

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C

RFP 26-004

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	See attached reference letter.
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

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

State the number of Years in Business: 17

State the current number of personnel on staff: 15

SB Wyatt Contracting, Inc.

18017 S State Rt Y

Belton, MO 64012

Ph. 816-322-6557

Fax 816-322-6778

sbwyatt@sbwyatt.com

January 20, 2026

To: City of Raymore, MO

RE: Demolition of House & Storage Facility-Raymore, MO References

To Whom It May Concern:

Below you will find a few references for our work:

City of Greenwood, MO

709 W Main Street

Greenwood, MO 64034

Stephen Larson, City Administrator

816-537-6969, ext 106

slarson@greenwoodmo.com

Project: Grant Cir Stormwater

Completed: November 2025

Cost: \$41,087.50

Installing stormwater boxes and piping in Grant Cir cul-de-sac.

Project: 16th Ave S Curb Replacement

Completed: September 2025

Cost: \$31,083.00

Remove & replace approx. 550 LF of curb & gutter along 16th Ave S.

Project: 2nd Ave South Ph II Improvement

Completed: June 2025

Cost: \$1,923,853.42

Remove & replace approx. 6700 LF (single lane) of 13" concrete pavement along a busy quarry truck route in the City.

Project: Sidewalk and Curb Maintenance

Completed: December 2024

Cost: \$211,225.50

Remove & replace approx. 3200 LF of curb & gutter, R&R approx. 1300 SF of sidewalk and R&R 7 ADA ramps at various locations throughout the City.

City of Merriam, KS

9001 W 62nd St

Merriam, KS 66202

Caleb Hunt, Facilities Superintendent

913-322-5574

chunt@merriam.org

Project: Station 46 Driveway/Apron Replacement

Completed: October 2025

Cost: \$134,964.00

Remove & replace driveway paving in front of Fire Station 46 emergency bays.

SB Wyatt Contracting, Inc.

18017 S State Rt Y

Belton, MO 64012

Ph. 816-322-6557

Fax 816-322-6778

sbwyatt@sbwyatt.com

City of Sedalia, MO

200 S Osage Ave

Sedalia, MO 65301

Jeremy Stone, PW Project Manager

660-851-7689

jstone@sedalia.com

Project: Storm Drainage Improvements Project Area 14

Completed: August 2024

Cost: \$506,877.35

Removed & replaced approx. 700 LF of storm sewer, R&R curb & gutter, R&R sidewalk, R&R Driveways and R&R ADA ramps along Center Ave.

Campbell & Johnson, P.A.

113 W 7th Street

Concordia, KS 66901

Jason Johnson, President

785-243-1755

j.johnson1410@gmail.com

Project: Street & Storm Sewer Improvements

Completed: October 2022

Cost: \$1,249,970.00

Installation of approx. 1100 LF of 15"-36" RCP Storm Sewer Pipe/Inlets in addition to excavation, prep and construction of 7300 SY of 8' concrete pavement and 5.5 million gallon detention pond.

Project: Concrete Parking Lot & Lighting System

Completed: September 2022

Cost: \$210,230.00

Preparation for and construction of a 1500 SY 6" concrete parking lot and overhead lighting system.

City of Gladstone, MO

4000 NE 76th Street

Gladstone, MO 64119

Tim Nebergall

816-436-5442

timn@gladstone.mo.us

Project: 2022/2023 Water Main Replacements

Completed: August 2024

Cost: \$1,731,185.21

Installed approx. 9500 LF of watermain, removed and replaced approx. 8000 LF of street and all associated curb and sidewalk.

Project: Rock Creek Greenway Trail

Completed: December 2021

Cost: \$705,626.00

Constructed approx. 1900 LF of 10' wide concrete trail, including big block retaining wall and related appurtenances along Rock Creek.

SB Wyatt Contracting, Inc.

18017 S State Rt Y

Belton, MO 64012

Ph. 816-322-6557

Fax 816-322-6778

sbwyatt@sbwyatt.com

Orr Construction Management

6632 Raytown Rd, Suite A

Raytown, MO 64133

Kenny Orr, President

816-313-2856, ext 101

korr@ocmkc.com

We have completed millions of dollars worth of work as a subcontractor for OCM starting prior to 2009, completed millions of dollars worth of work as a joint venture with OCM as Orr Wyatt Streetscapes and have completed work for Kenny Orr personally. Scopes have included repair/replacement/construction of: street, sidewalk, curb & gutter, driveway, retaining wall, ADA ramp, water main, booster pump station, storm sewer, sanitary sewer and other misc scopes.

Thank you for your consideration on this project. We are looking forward to potentially working with the City of Raymore, MO and delivering a project that we can all be proud of.

Sincerely,



Annie Jones

Office Administrator

annie.jones@sbwyatt.com

PROPOSAL FORM D

RFP 26-004

Proposal of SB WYATT CONTRACTING INC, organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as (*) SB WYATT CONTRACTING INC

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-004 – Demolition 204 S Adams/317 N Jackson.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

***REVISED* BID PROPOSAL FORM E – Project No. 26-004**

DEMOLITION 204 S ADAMS/317 N JACKSON

204 South Adams Street

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	1,500.00	\$ 1,500.00
Site Preparation	LS	1	1,200.00	1,200.00
Demolition & Removal	LS	1	4,500.00	\$ 4,500.00
Grading & Restoration	LS	1	1,800.00	\$ 1,800.00
Seeding	LS	1	1,500.00	\$ 1,500.00
Asbestos Survey	LS	1	800.00	\$ 800.00
TOTAL BID				11,300.00

317 North Jackson Street

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	2,600.00	\$ 2,600.00
Site Preparation	LS	1	2,200.00	2,200.00
Demolition & Removal	LS	1	13,000.00	\$ 13,000.00
Grading & Restoration	LS	1	2,900.00	\$ 2,900.00
Gravel overlay	LS	1	4,500.00	\$ 4,500.00
Asbestos Survey	LS	1	800.00	\$ 800.00
TOTAL BID				26,000.00

Company Name SB WYATT CONTRACTING INC

Total Base Bid for Project Number: 26-004

\$ 37,300.00

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

(\$THIRTY-SEVEN THOUSAND THREE HUNDRED DOLLARS & ZERO/CENTS)

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

317 North Jackson Street - ALTERNATE - Leave Steel Structure

Bid Items	Units	Estimated Quantities	\$/Units	Total
Credit if Steel Structure is left intact as stated	LS	1	2,500.00	- 2,500.00
TOTAL BID - CREDIT				- 2,500.00

***REVISED* BID PROPOSAL FORM E – RFP 26-004
CONTINUED****Company Name** SB WYATT CONTRACTING INC**By** _____
Authorized Person's SignatureSETH WYATT, PRESIDENT

Print or type name and title of signer

Company Address _____18017 S STATE ROUTE YBELTON MO 64012**Phone** 816-322-6557**Fax** 816-322-6778**Email** ANNIE.JONES@SBWYATT.COM**Date** 1/20/2026**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

CITY OF RAYMORE

100 Municipal Circle • Raymore, MO. 64083
Phone • 816-892-3045 • Fax • 816-892-3093



ADDENDUM NO. 1

Demolitions

Project #26-004

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Question and clarification.

1. Question: Do you want the parking lot removed at the storage facility?

Response: Asphalt Parking Lot: The base bid of full removal includes the entire asphalt parking lot surrounding the building, not just the building and concrete pad.

2. Question: Where should the water be capped off at?

Response: Should be capped off all the way back to the meter itself.
Map is included for location of meter.

3. Question: Are the electric utilities off at the Jackson St. building and do you want them removed?

Response: Utilities will be confirmed to be off before beginning work and yes remove secondary service. The owner is responsible to contact the energy provider, Evergy, to disconnect from the transformer.

3. Clarification: Contractor is responsible for asbestos survey. If asbestos is present a change order would be done for abatement.
New line item added to bid tab.

4. Bid Tab Alternate: Added to bid tab

- Leave only the "red steel" structure and concrete flooring. (essentially a skeleton structure of concrete and steel framing)
- Leave surrounding asphalt parking lot
- Utilities to be stubbed for future use
- Removal of all items including siding, garage doors and apparatuses associated, any built in shelves, rooms. etc.

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

Company Name: SB WYATT CONTRACTING INC

By: SETH WYATT

Title: PRESIDENT

Address: 18017 S STATE ROUTE Y

City, State, Zip: BELTON MO 64012

Date: 1/20/2026 Phone: 816-322-6557

Signature of Bidder: *Seth Wyatt*

ADDENDUM MUST BE SUBMITTED WITH BID



BLUE indicates water main coming from alley (service line location unknown at this time)
GREEN indicates sanitary sewer main along Adams Street (service line not shown)

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: SETH WYATT

Company: SB WYATT CONTRACTING INC

Address: 18017 S STATE ROUTE Y BELTON MO 64012

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 26-004.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

SB WYATT CONTRACTING INC

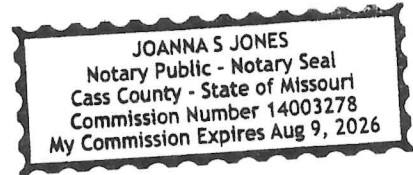
Company Name

Seth Wyatt

Signature

Name: SETH WYATT

Title: PRESIDENT



STATE OF MISSOURI COUNTY OF CASS

Subscribed and sworn to before me this 20TH day of JANUARY, 2026.

Notary Public: *Joanna S Jones*

My Commission Expires: 8/9/2026 Commission # 14003278

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

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



Company ID Number: 299429

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 299429

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

Employer SB Wyatt Contracting, INC

Joanna S Hill

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/26/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/26/2010

Date

PROPOSAL TABULATION
DEMOLITION OF HOUSE AND STORAGE FACILITY
01-21-26 11:00 a.m.

CONTRACTOR NAME	BASE BID	BID BOND	E-VERIFY	ADDENDUM
1 Easthumbles Excav.	69000.00	✓	✓	✓
2 K and S Assoc.	77000.00	✓	✓	✓
3 Richards Const.	42000.00	✓	✓	✓
4 KB Const.	111300.00	✓	✓	✓
5 SIB Wyatt	37300.00	✓	✓	✓
6 TC Fuller	44498.04	✓	✓	✓
7 Green Meadows	open responsive			
8				
9				
10				

WITNESS: [Signature]
WITNESS: [Signature]
WITNESS: [Signature]



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/23/2026

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

2026 Curb Replacement & Ramp Repair (pg 227)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:	Terry Snelling Construction Inc.
Amount of Request/Contract:	\$771,298.50
Amount Budgeted:	\$1,170,500.00
Funding Source/Account:	36/46/45

PROJECT TIMELINE

Estimated Start Date
3/23/2026

Estimated End Date
10/30/2026

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4016
2. Contract

BACKGROUND / JUSTIFICATION

The 2026 Curb Replacement Project primarily consists of removal and replacement of existing curb and ADA ramp replacement. Terry Snelling Construction has completed the project successfully for the last 10+ year,

The City received the following bids on February 11, 2026:

Terry Snelling Construction Inc.	\$771,298.50
JM Fahey Construction Company	\$886,660.00
Phoenix Concrete LLC	\$1,008,243.50
INCO USA LLC	\$876,754.18
Freeman Concrete Construction LLC	\$2,063,854.00

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

Staff recommends the contract for the 2026 Curb Replacement & Ramp Repair Project be awarded to Terry Snelling Construction in the amount of \$771,298.50

BILL 4016

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2026 CURB REPLACEMENT & RAMP REPAIR, CITY PROJECT NUMBER 26-493-201/26-493-202 IN THE AMOUNT OF \$771,298.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

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

WHEREAS, bids for this project were received on February 11, 2026; and,

WHEREAS, Terry Snelling Construction Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$771,298.50 with Terry Snelling Construction Inc. for the 2026 Curb Replacement & Ramp Repair, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF FEBRUARY, 2026.

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

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

2026 Curb Replacement and Ramp Repair Project

This Contract for Annual Curb Replacement & Ramp Repair, hereafter referred to as the **Contract** is made this 9th day of March, 2026, between Terry Snelling Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E. Yocum Rd., Independence, MO 64058, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of March 9th, 2026 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 26-493-201/202 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 100 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$771,298.50.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 32) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI
REQUIRED SAFETY TRAINING

A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;

B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(CITY SEAL)

TERRY SNELLING CONSTRUCTION, INC.

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2026 Curb Replacement and Ramp Repair Project

ANTICIPATED SCOPE OF SERVICES:

- The 2026 Curb Replacement Project primarily consists of removal and replacement of existing curb and ADA ramp replacement.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

deletion. **Additional streets with various lengths of curb replacement may be added to the project.**

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **100** calendar days of issuance of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. SPECIAL CONDITIONS

- *Existing Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal may be in several areas of varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Curb Replacement Modified Straight Back, High Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for modified straight back (see attached detail), high back (CG-1) and roll back curb (CG-2), including: doweling into existing curb, expansion material, sawing construction joints, installation of new curb and protection of the new curb during the

curing process. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. Weather permitting, the curb shall be replaced within 24 hours of existing curb removal. Street cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and asphalt repairs shall be completed within 5 days of the new curb installation. **All asphalt removed or damaged during the curb replacement shall be repaired, including mill and overlay roads.** The contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. Curb installation on roads designated for mill and overlay shall have the construction joints saw cut to a depth of 2" below pavement depth.

- *Multiple Location Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal will be in multiple areas of town and varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. Weather permitting curbs shall be replaced within 24 hours of existing curb removal. Street cuts are only allowed in areas receiving pavement mill and overlay. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Multiple Location Curb Replacement:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for modified straight back (see attached detail), high back (CG-1) and roll back curb (CG-2), including: doweling into existing curb, expansion material, sawing construction joints, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. Weather permitting, the curb shall be replaced within 24 hours of existing curb removal. Street cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, 4" compacted AB-3 base,

doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing. The ADA Ramp and curb shall not be installed monolithically. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. The ADA Ramps may be installed on streets receiving curb replacement and various locations throughout the City of Raymore. If an existing diagonal ramp is selected for replacement a directional ramp may be used, this may require repositioning the ramp location. See the attached ramp detail sheet for additional information.**

- *4" Sidewalk Replacement:* The unit price named in the bid shall be for the Square Foot (SF) of sidewalk removed and replaced. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, 4" compacted AB-3 base, doweling into existing concrete and protection of the sidewalk during the curing process. The sidewalk shall be 4" thick concrete without reinforcement. Sidewalk replacement may be in several areas of varying lengths per street. **Concrete shall be an approved KCMMB 4K mixture. Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal.**
- *ADA Ramp Edge Curb:* The unit price named in the bid shall be for the linear feet of ADA Ramp Edge Curb installed. The unit price named in the bid shall cover all costs in connection therewith for ADA Ramp Edge Curb including: doweling, installation of new curb and protection of the new curb during the curing process. Not all ADA ramps will require curb. ADA Ramp Edge Curb will be installed where final grading does not allow for normal installation of ADA Ramps. **Concrete used in the ADA Ramp Edge Curb shall be an approved KCMMB 4K mixture.**
- *Pre-Construction Photos:* The unit price named in the bid shall be for the lump sum cost to take pre-construction photos. The pre-construction photos are required at each location where the curb

and driveway intersect. The photos will be the property of the City and will need to be submitted prior to curb removal.

- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Expansion Joints & Dowels:* The contractor shall use three #5 smooth dowels when connecting into existing concrete. One end of each section of curb replacement shall also use $\frac{3}{4}$ inch expansion joint material with three greased and capped #5 smooth dowels. See the City's Technical Specifications for additional information regarding expansion joints and dowels.
- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.

- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.
- *Concrete Testing:* Temperature, slump, air content and cylinders shall be taken on the first working day of every week. Four cylinders shall be cast and tested at 7 and 28 day intervals. Two cylinders will be held back for additional testing if required. The above tests shall be repeated twice per week for projects lasting more than two days. A KCMMB 4K concrete mix shall be used on all exposed concrete. A concrete mix design shall be submitted prior to placing concrete. All concrete testing shall be subsidiary to the bid items in this project, contractor shall use an independent testing lab to perform the tests.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. The city will provide door hangers.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether

utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call*: Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection*: Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages*: The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, providing all construction plant equipment and tools, and performing all

necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

10. ADDITIONAL BIDDING INFORMATION

10.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 26-493-201/202

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of March, 2026.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 32 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. **Certified payroll shall be submitted with each pay request or invoice.** All pay requests will be paid by ACH instead of by check. An ACH form will be provided upon contract.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 32). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and

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

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

PROPOSAL FORM A
RFP 26-493-201/202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E Yocum Rd
Street

ADDRESS: Independence, Mo 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 2-11-2026
(Month-Day-Year)

[Signature]
Signature of Officer/Title

DATE: 2-11-2026
(Month-Day-Year)

[Signature]
Signature of Officer/Title

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

☐ MBE (Minority Owned Enterprise)
☐ WBE (Women Owned Enterprise)
☒ Small Business

PROPOSAL FORM B
RFP 26-493-201/202

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

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

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

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

Required Representations

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

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

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

PROPOSAL FORM C
RFP 26-493-201/202

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	<i>See Attached Sheet</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

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

State the number of Years in Business: 24

State the current number of personnel on staff: 23

Terry Snelling Construction Inc

20004 E. Yocum Road
Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$467,000.00	Riverside Missouri Curb and Trail thoover@riversidemo.gov	3/23	Raymore, Mo	City of Riverside Mo Travis Hoover PE
\$845,087.00	2023 Curb Repair Program City of Raymore, Mo psmith@raymore.com	9/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$227,000.00	Fike 7 Hwy Concrete Pavement Asphalt Wizards Parrish Love parrish@asphaltwizards.com	12/23	Blue Springs, Mo.	Asphalt wizards Parrish Love 816-215-3082
\$120,000.00	Parkville Special Road District Terry Swearngen TerrySwearngen.psr@gmail.com	12/23	Parkville, Mo	Special Road District Terry Swearngen 816-313-9201
\$300,000.00	2nd Ave. Improvements Justin Likes jlikes@trekdesigngroup.com	6/23	Greenwood MO	Trek Design Justin Likes 816-678-2214
\$1097,000.00	2024 Street Project Concrete Travis Hoover PE thoover@riversidemo.gov	10/24	Riverside, MO	City of Riverside Travis Hoover PE 816-769-1601
\$100,000.00	2024 Curb and Guttr Project Carl Brooks PE cbrooks@harrisonville.com	9/24	Harrisonville, MO	City of Harrisonville Carl Brooks PE 816-380-8913
\$333,,000.00	Hyatt Kansas City Parking Lot Rose Paving Chad Rampola cramploa@rosepaving.com	8/24	Kansas City	Rose Paving LLC Chad Rampola 708-205-8890
\$791,448.00	2024 Curb Repair Program City of Raymore, Mo psmith@raymore.com	12/24	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$270,174.75	Keller Fire & Safety Parking Lot Craig.Schraad@kellerfire.com	4/25	Kansas City	Keller Fire & Safety Craig Schraad 913-749-0201
\$ 58,215.50	NSA Storage Parking Lot Repair Rose Paving Chad Rampola cramploa@rosepaving.com	7/25	Kansas City	Rose Paving LLC Chad Rampola 708-205-8890
\$239,199.00	Memorial Park Bridges City of Raymore, Mo Parks srulo@raymore.com	5/25	Raymore, MO	City of Raymore, Mo Parks Steve Rulo 816-810-6744

PROPOSAL FORM D

RFP 26-493-201/202

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 26-493-201/202 -2026 Curb Replacement and Ramp Repair Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

**Base Bid 2026 Curb Replacement
26-493-201**

Curb Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Existing Curb Removal	LF	17490	12 ⁰⁰	\$ 209,880. ⁰⁰
Curb Installation Modified Straight Back, High Back and Roll Back	LF	17490	23. ⁶⁵	\$ 413,638. ⁵⁰
Multiple Location Curb Removal	LF	1000	15 ⁰⁰	\$ 15,000. ⁰⁰
Multiple Location Curb Installation	LF	1000	30. ⁶⁵	\$ 30,650. ⁰⁰
Pre-Construction Photos	LS	1	500 ⁰⁰	\$ 500. ⁰⁰
Mobilization, bonds and insurance	LS	1	9000 ⁰⁰	\$ 9000. ⁰⁰
TOTAL BASE BID				\$ 678,668. ⁵⁰

**Base Bid-ADA Ramps and Sidewalks
26-493-202**

ADA Base Bid Items	Units	Estimated Quantities	\$/Units	Total
ADA Ramps	Each	27	2690 ⁰⁰	\$ 72,630 ⁰⁰
4" Sidewalk Replacement	SF	2000	9 ⁰⁰	\$ 18,000. ⁰⁰
ADA Ramp Edge Curb	LF	100	20 ⁰⁰	\$ 2,000 ⁰⁰
TOTAL BASE BID				\$ 92,630 ⁰⁰

TOTAL BASE BID BOTH PROJECTS COMBINED:

Company Name TERRY SNELLING CONSTRUCTION INC

Total Base Bid for Project Number: 26-493-201/202

\$ 771,298.⁵⁰

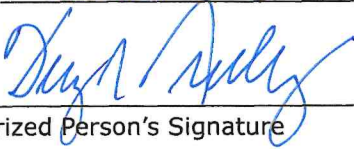
In the blank above insert numbers for the sum of the bid.

(\$ Seven Hundred Seventy One Thousand Two Hundred Ninety Eight
and 50/100)

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

***REVISED* BID PROPOSAL FORM E – Project No. 26-493-201/202**

Company Name TERRY SNELLING CONSTRUCTION INC

By 
Authorized Person's Signature

TERRY S. SNELLING CEO
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address 20004 E Yocum Rd
Independence, Mo 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date Feb. 11, 2020

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

100 Municipal Circle • Raymore, MO. 64083
Phone • 816-892-3045 • Fax • 816-892-3093

**ADDENDUM NO. 1****Curb and Ramp Repairs****Project #26-493-201/202**

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - Clarification, Revised Proposal Tab, Revised Map and List of Streets.**1. Clarification:**

- The type of curb to be replaced has been included on the attached list of streets. CG-2 (roll back) curb may be installed in a cul de sac radius.
- Bid item: "Curb replacement modified straight back, high back and roll back". If the existing asphalt is damaged or must be removed to install the new curb an asphalt patch will need to be installed within 5 days of curb replacement. Street cuts shall be kept to a minimum utilizing the existing asphalt edge as the front curb form.

2. Revised Proposal Tab - Addition of Total Line for both base bids**3. Revised Map and List of Streets**

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

Company Name: TERRY SNEELLING CONSTRUCTION INC

By: [Signature]

Title: CEO

Address: 20004 E YOCUM RD

City, State, Zip: Independence, MO 64058

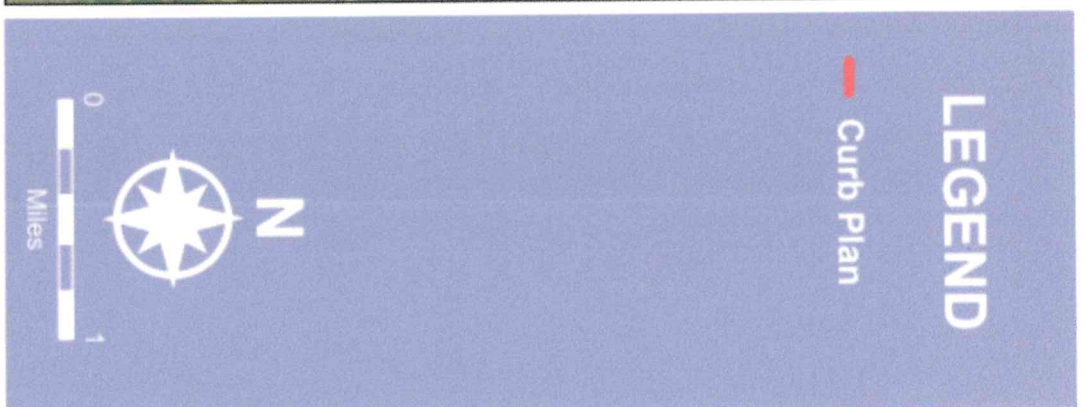
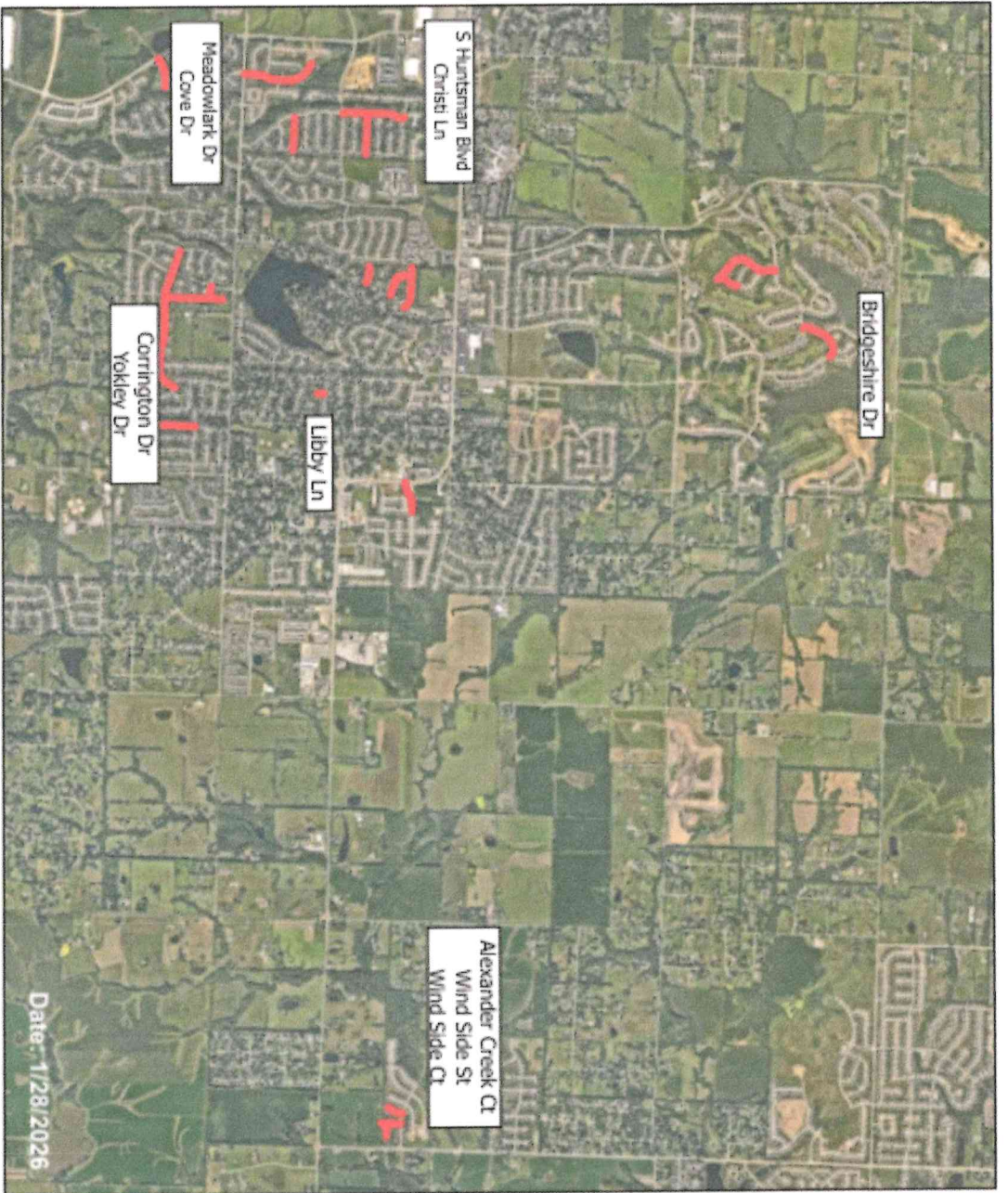
Date: 2/11/2026 Phone: 816-985-4507

Signature of Bidder: _____

ADDENDUM MUST BE SUBMITTED WITH BID

List of Streets for Curb Replacement

Street for Curb Replacement	Start	End	Quantity (LF)
Bridgeshire (Modified Straight Back)	Creekmoor Drive	Kensington	2340
Alexander Creek Ct (Modified Straight Back)	Alexander Creek Drive	CDS	675
Wind side Street (Modified Straight Back)	Alexander Creek Drive	CDS	900
Wind side court (Modified Straight Back)	Wind Side Street	CDS	750
Libby Lane (Modified Straight Back)	Maple St	CDS	500
S Huntsman Blvd (Modified Straight Back)	Pelham Path (north)	N Johnston Drive	3000
Christi Lane (approximately ½ of curb to be replaced) CG-2	Pelham Path	Huntsman Blvd	970
Cove Drive (Modified Straight Back)	Pelham Path	Huntsman Blvd	1525
Meadowlark Drive (Modified Straight Back)	Lucy Webb Road	Dean Avenue	3700
Corrington Drive (Modified Straight Back)	Country Lane	CDS(North)	2900
Yokley (south side only) CG-2	Brook Parkway	Corrington Drive	230



E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: TERRY S. SNELLING CEO

Company: TERRY SNELLING CONSTRUCTION INC

Address: 20004 E YOCUM Rd INDEPENDENCE MO. 64058

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 26-293-201/202.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

TERRY SNELLING CONSTRUCTION INC

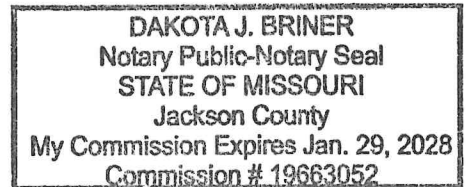
Company Name

[Signature]

Signature

Name: TERRY S. SNELLING

Title: CEO



STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 10th day of February, 2026.

Notary Public: [Signature]

My Commission Expires: 1/29/2028 Commission # 19663052

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

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



Company ID Number: 201307

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 201307

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

Employer Terry Snelling Construction

Terry S Snelling

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/26/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/26/2009

Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/23/2026

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Budget Amendment - FY2026 Operating Adjustments (pg 274)

STRATEGIC PLAN GOAL / STRATEGY

12.5 Ensure fiscal discipline and responsible stewardship of public resources

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4017

BACKGROUND / JUSTIFICATION

During Fiscal Year 2026, the following operating transactions have occurred that require budget amendments.

1. The Police Department was awarded a Blue Shield Grant from the State of Missouri for the purchase of equipment, training and/or technology. It is necessary to amend the budget to include the Police Grant revenue as well as the operating expenses in the Police

Department associated with the grant funding. \$50,000 General Fund (01)
2. The Centerview building HVAC unit required repairs. \$5,300 Park Fund (25)

BILL 4017**ORDINANCE****"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2026 OPERATING BUDGET."**

WHEREAS, the Fiscal Year 2026 budget was adopted by the Raymore City Council; and,

WHEREAS, during 2025-2026, the Police Department of the General Fund was awarded a grant from The Missouri Blue Shield Grant Program; and,

WHEREAS, during 2025-2026, the Centerview Division of the Park Fund had to repair the HVAC unit in the building; and,

WHEREAS, staff recommends amending the FY 2026 Operating Budget.

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

Section 1. That the City of Raymore Fiscal Year 2026 Operating Budget is amended as follows:

<u>Revenue</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Police Grants (01-00-4320-0000)	\$45,967	\$95,967	\$50,000
<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Police (01-15)	\$6,317,439	\$6,367,439	\$50,000
Park Fund - Centerview (25-27)	\$116,534	\$121,834	\$5,300

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 23RD DAY OF FEBRUARY, 2026.

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

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/23/2026

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Resolution

TITLE / ISSUE / REQUEST

Partial Easement Vacation - 605 Hampstead Drive (pg 278)

STRATEGIC PLAN GOAL / STRATEGY

5.1: Provide high quality, diverse housing options that meet the current and future 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. Resolution 26-10
2. Staff Report
3. Easement Exhibit - Plot Plan

BACKGROUND / JUSTIFICATION

Randy Bryant, representing Bryant-Ratliff Builders is requesting a partial vacation of the existing 7.5-ft. utility easement along the western property line of the property at 605 Hampstead Drive. A home was recently built on this lot and the southwest corner of the

home was found to have encroached slightly into the platted utility easement.

The request is to reduce the 7.5-ft. easement by 2.5-ft., leaving 5-ft remaining within the easement. The request was shared with utility companies and no objections were received.

RESOLUTION 26-10

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 232 IN EDGEWATER AT CREEKMOOR 8TH 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 RESOLVED 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 seven and one-half (7.5) feet in width down to five (5) feet in width:

Lot 232 in Edgewater at Creekmoor 8th Plat

The common address of the property is 605 Hampstead Drive

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

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

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

DULY READ AND PASSED THIS 23RD DAY OF FEBRUARY, 2026, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

605 HAMPSTEAD DRIVE EASEMENT VACATION

APPLICANT - Randy Bryant

Property Owner: Randy Bryant

Engineering/Arch. Firm N/A

PROJECT LOCATION	REQUESTED ACTION
605 Hampstead Drive	Utility Easement Vacation
Edgewater at Creekmoor	8th Plat Lot 232

PROJECT NARRATIVE

A Development Services Application was filed requesting a partial vacation of a 7.5-ft. general utility easement along the west property line of the residential lot described above. The applicant constructed the home on the lot that encroached into the platted utility easement along the property line. The request is to reduce the 7.5-ft easement by 2.5-ft, leaving a 5-ft easement on this property.



ZONING AND LAND USE SUMMARY

EXISTING ZONING

"PUD" Planned Unit Development

SURROUNDING ZONING & LAND USE

North: "PUD" Planned Unit Development

South: "PUD" Planned Unit Development

East: "PUD" Planned Unit Development

West: "PUD" Planned Unit Development

TOTAL TRACT SIZE	NUMBER OF LOTS
.26 +/- acres	1

INFORMATIONAL NOTICES OR MEETINGS

NOTICE	DATE
Written Notice to Utility Providers	• January 5, 2026

PAST PLANNING ACTIONS

1. The Edgewater at Creekmoor Eighth Plat was approved by the City of Raymore on February 13, 2023.
2. A building permit application for the home on the property was issued on December 23, 2024.

STAFF COMMENTS

1. Public utilities are located in the rear yard easement and right-of-way.
2. Staff notified all utility companies that may have facilities in the easement, and no objections were received.

FINDINGS OF FACT

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

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

There were no objects from utility providers of this request.

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

Yes, utility companies potentially having facilities within the easement were notified of the request on January 5, 2026. No objections were received.

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

The retention of a 5-ft. easement from the original 7.5-ft. easement through this vacation request will allow future utilities to locate along the west 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 & Decision	02/23/2026

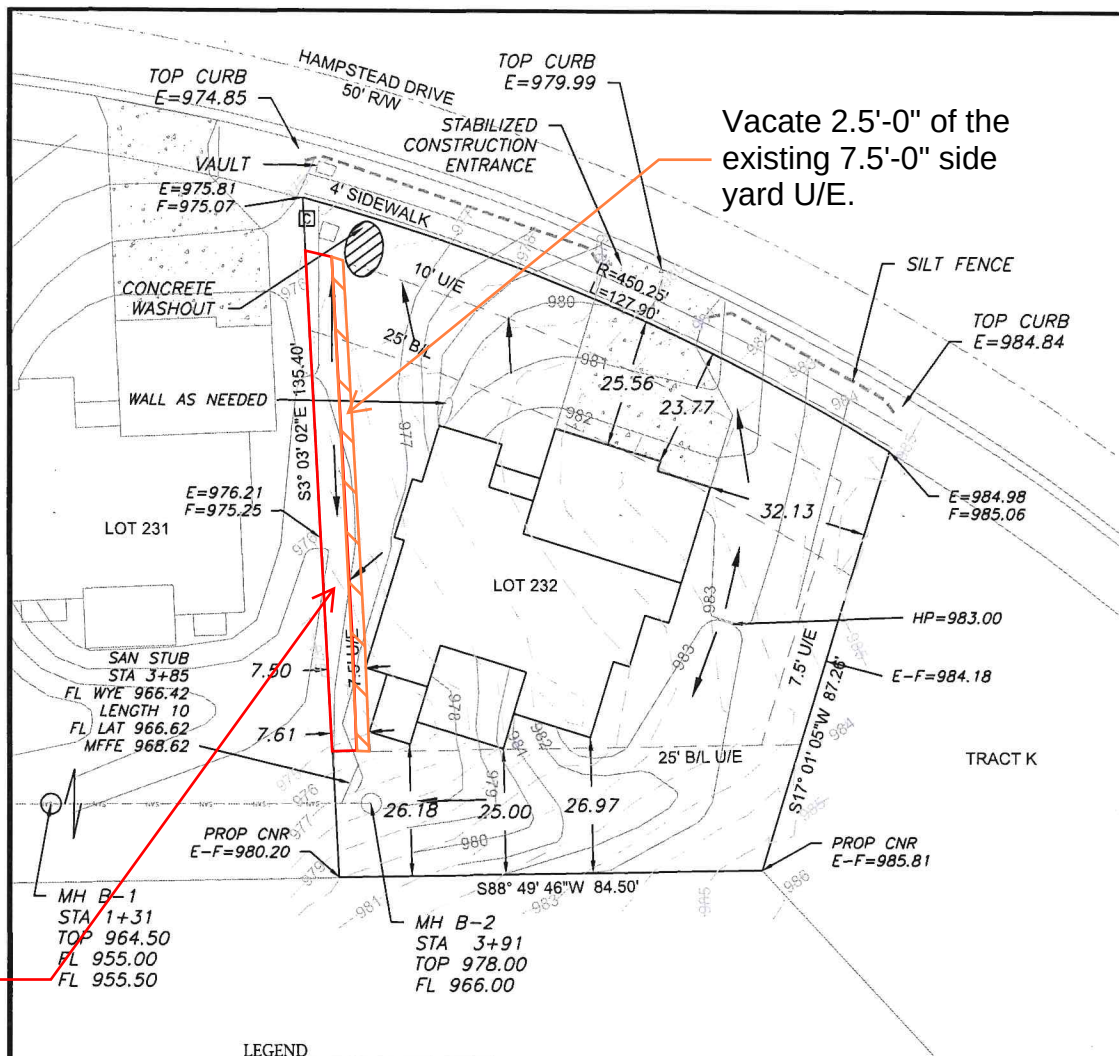
STAFF RECOMMENDATIONS

City Staff recommends the City Council accept the proposed findings of fact and approve Case #25045 Easement Vacation at 605 Hampstead Drive. The recommendation is subject to the following conditions:

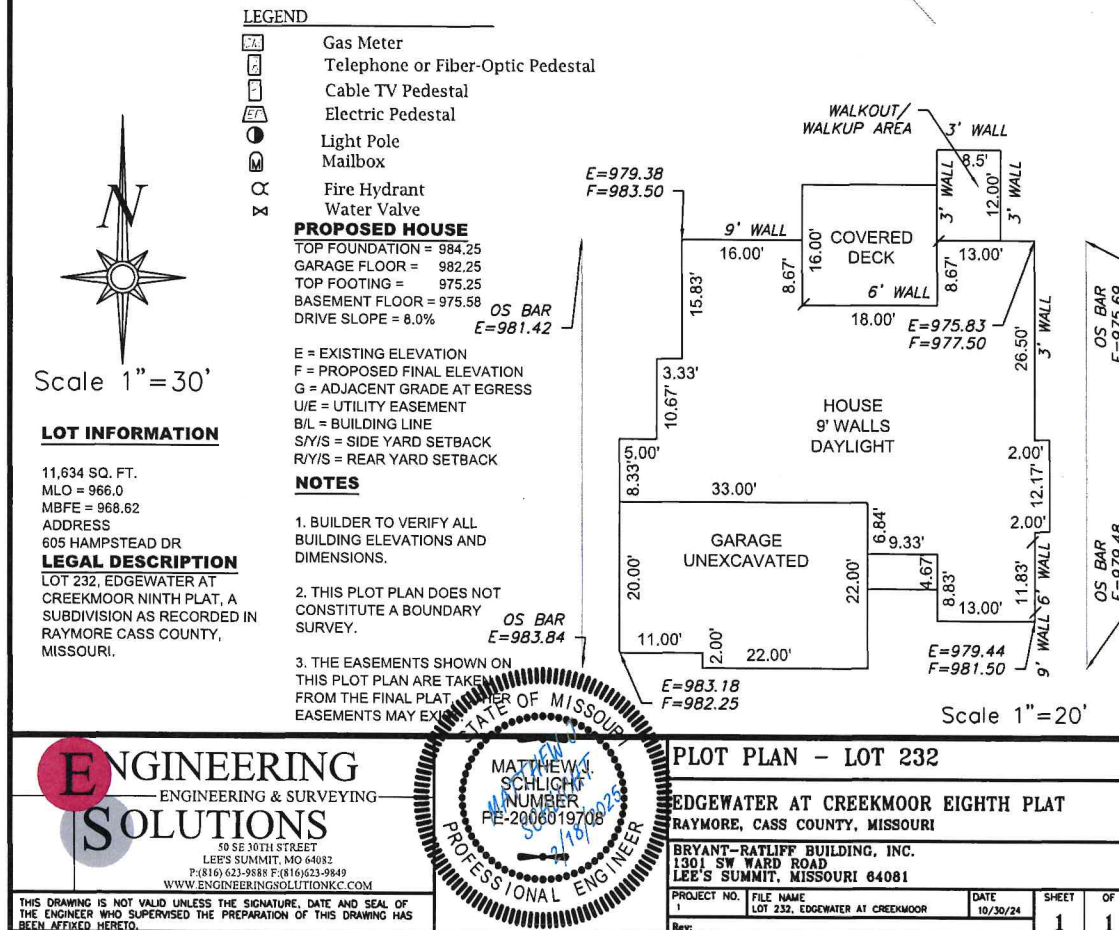
- To vacate 2.5-ft of the existing 7.5-ft utility easement located along the west property line of Lot 232 of Edgewater at Creekmoor 8th Plat.
- The City shall prepare a document describing and depicting the easement vacation which shall be recorded by the applicant with the Cass County Recorder of Deeds, with reference to the book and page number of the affected platted properties.

PROJECT ATTACHMENTS

1. Easement Exhibit - Plot Plan/Plat



Vacate 2.5'-0" of the existing 7.5'-0" side yard U/E.



LOT INFORMATION

11,634 SQ. FT.
MLO = 966.0
MBFE = 968.62
ADDRESS
605 HAMPSTEAD
LEGAL DESCRIPTION
LOT 232, EDGEWOOD
CREEKMOOR
SUBDIVISION A
RAYMORE CAS
MISSOURI

LEGEND

- | | | |
|---|-----------------------------------|---|
|  | Gas Meter | |
|  | Telephone or Fiber-Optic Pedestal | |
|  | Cable TV Pedestal | |
|  | Electric Pedestal | |
|  | Light Pole | |
|  | Mailbox | |
|  | Fire Hydrant | E |
|  | Water Valve | F |

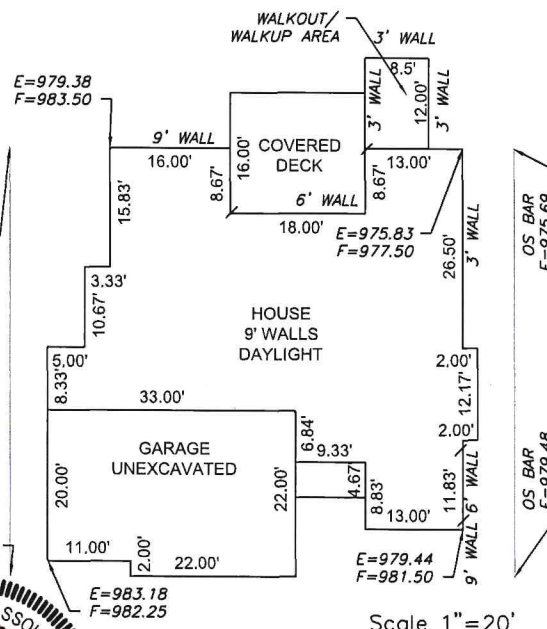
PROPOSED HOUSE

TOP FOUNDATION = 984.25
GARAGE FLOOR = 982.25
TOP FOOTING = 975.25
BASEMENT FLOOR = 975.58
DRIVE SLOPE = 8.0%

E = EXISTING ELEVATION
F = PROPOSED FINAL ELEVATION
G = ADJACENT GRADE AT EGRESS
U/E = UTILITY EASEMENT
B/L = BUILDING LINE
S/Y/S = SIDE YARD SETBACK
R/Y/S = REAR YARD SETBACK

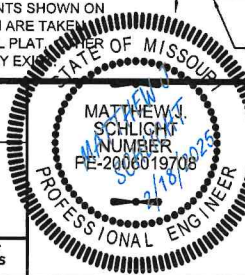
NOTES

1. BUILDER TO VERIFY ALL BUILDING ELEVATIONS AND DIMENSIONS.
2. THIS PLOT PLAN DOES NOT CONSTITUTE A BOUNDARY SURVEY.
3. THE EASEMENTS SHOWN ON THIS PLOT PLAN ARE TAKEN FROM THE FINAL PLAT. THE EASEMENTS MAY EXIST.



ENGINEERING
— ENGINEERING & SURVEYING —
SOLUTIONS

50 SE 30TH STREET
LEE'S SUMMIT, MO 64082
P:(816) 623-9888 F:(816) 623-9849
WWW.ENGINEERINGSSOLUTIONKC.COM



PLOT PLAN - LOT 232

EDGEWATER AT CREEKMOOR EIGHTH PLAT
RAYMORE, CASS COUNTY, MISSOURI

BRYANT-RATLIFF BUILDING, INC.
1301 SW WARD ROAD
LEE'S SUMMIT, MISSOURI 64081

PROJECT NO. 1	FILE NAME LOT 232, EDGEWATER AT CREEKMOOR	DATE 10/30/24	SHEET 1	OF 1
Rev:				



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/23/2026

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Raymore Commerce Center South Final Plat Lot 2 (pg 286)

STRATEGIC PLAN GOAL / STRATEGY

Goal 8: Grow the tax base with sustainable, well-paying jobs.

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: February 17, 2026

Action/Vote: Approval, 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4018
2. Staff Report
3. Final Plat Drawing
4. Site Photos

BACKGROUND / JUSTIFICATION

VanTrust Real Estate, developer of the Raymore Commerce Center South project, is requesting final plat approval of Lot 2 of the overall development. The request includes one 38+/- acre lot and one common area tract that supports the second building being

constructed in the development.

At their February 17, 2026 meeting, the Planning and Zoning Commission reviewed this request and voted 6-0 to recommend approval to the City Council.

The Final Plat is a ministerial request in accordance with the project's Memorandum of Understanding, dated July 25, 2022.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE COMMERCE CENTER SOUTH 2ND FINAL PLAT, A SUBDIVISION OF LAND IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and,

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Raymore Commerce Center South, Second Plat is approved for the tract of land described below:

All that part of Tract A, 195th Street, First Plat, a platted subdivision, together with all that part of the unplatted North Half of Section 32, Township 46 North, Range 32 West, all lying in the City of Raymore, Cass County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366 on September 3, 2025, as follows:

COMMENCING at the Northwest corner of the Northeast Quarter of said Section 32; thence South 86 degrees 58 minutes 48 seconds East, on the North line of said Northeast Quarter, a distance of 257.28 feet to a point; thence South 03 degrees 01 minute 12 seconds West, departing said North line of said Northeast Quarter, a distance of 52.00 feet to a point on the South right-of-way line of 195th Street, as now established, said point also being the Northwest corner of Tract C, Raymore Commerce Center South, First Plat, a platted subdivision in said City of Raymore, the POINT OF BEGINNING; thence departing said South right-of-way line and on the Westerly line of said Tract C, the following nine (9) courses: South 03 degrees 01 minute 12 seconds West, a distance of 64.09 feet to a point; thence South 18 degrees 23 minutes 12 seconds West a distance of 56.40 feet to a point; thence South 24 degrees 51 minutes 48 seconds West a distance of 233.22 feet to a point of curvature; thence in a Southerly direction, on a curve to the left having a radius of 265.00 feet, through a central angle of 21 degrees 50 minutes 36 seconds, an arc distance of 101.03 feet to a point on a tangent line; thence South 03 degrees 01 minute 12 seconds West a distance of 692.24 feet to a point of curvature; thence in a Southwesterly direction, on curve to the right having a radius of 235.00 feet, through a central angle of 65 degrees 19 minutes 31 seconds, an arc distance of 267.93 feet to a point on a tangent line; thence South 68 degrees 20 minutes 43 seconds West a distance of 139.09 feet to a point of curvature; thence in a Westerly direction, on a curve to the right having a radius of 50.00 feet, through a central angle of 49 degrees 27 minutes 30 seconds, an arc distance of 43.16 feet to a point of reverse curvature;

thence in a Westerly direction, on a curve to the left having a radius of 50.00 feet, through a central angle of 70 degrees 45 minutes 26 seconds, an arc distance of 61.75 feet to a point on a non-tangent line; thence North 86 degrees 58 minutes 48 seconds West, departing said Westerly line of said Tract C, a distance of 678.63 feet to a point of curvature on the Easterly right-of-way line of Interstate 49 (formerly known as US Highway No. 71), as established in Book 513, Page 429; thence on said Easterly right-of-way line, the following four (4) courses: thence in a Northerly direction, on a non-tangent curve to the right whose initial tangent bears North 14 degrees 44 minutes 52 seconds West, having a radius of 2729.79 feet, through a central angle of 07 degrees 19 minutes 23 seconds, an arc distance of 348.90 feet to a point on a non-tangent line; thence North 00 degrees 10 minutes 29 seconds West a distance of 150.46 feet to a point; thence North 04 degrees 21 minutes 25 seconds West a distance of 548.33 feet to a point of curvature; thence in a Northerly direction, on a non-tangent curve to the left whose initial tangent bears North 04 degrees 09 minutes 17 seconds West, having a radius of 3424.04 feet, through a central angle of 07 degrees 17 minutes 41 seconds, an arc distance of 435.94 feet to a point on the North line of the Northwest Quarter of said Section 32; thence South 86 degrees 58 minutes 38 seconds East, departing said Easterly right-of-way line and on said North line of said Northwest Quarter, a distance of 359.38 feet to a point of curvature on said South right-of-way line of said 195th Street; thence on said South right-of-way line, the following four (4) courses: thence in a Easterly direction, on a non-tangent curve to the left whose initial tangent bears South 63 degrees 51 minutes 54 seconds East, having a radius of 498.37 feet, through a central angle of 23 degrees 06 minutes 44 seconds, an arc distance of 201.03 feet to a point on a tangent line; thence South 86 degrees 58 minutes 38 seconds East a distance of 571.01 feet to a point; thence South 80 degrees 05 minutes 22 seconds East a distance of 100.03 feet to a point; thence South 86 degrees 58 minutes 48 seconds East a distance of 181.63 feet to the POINT OF BEGINNING.

Containing 1,672,479 Square Feet, or 38.3948 Acres, more or less.

Section 3. Memorandum of Understanding. This Plat shall remain subject to the Memorandum of Understanding pertaining to the Raymore Commerce Center South development, dated July 25, 2022.

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF FEBRUARY, 2026.

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

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

ALL THAT PART OF TRACT A, 195TH STREET, FIRST PLAT, A PLATTED SUBDIVISION, TOGETHER WITH ALL THAT PART OF THE UNPLATTED NORTH HALF OF SECTION 32, TOWNSHIP 46 NORTH, RANGE 32 WEST, ALL LYING IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED BY PATRICK ETHAN WARD, MISSOURI PLS-2005000071 OF OLSSON, LC-366 ON SEPTEMBER 3, 2025, AS FOLLOWS:

61.75 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, DEPARTING SAID WESTERLY LINE OF SAID TRACT C, A DISTANCE OF 678.63 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 49 NORTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, DEPARTING SAID WESTERLY LINE OF SAID TRACT C, A DISTANCE OF 100.03 FEET TO A POINT ON A NON-TANGENT LINE, THE FOLLOWING FOUR (4) COURSES:
THENCE IN A NORTHERLY DIRECTION, ON A NON-TANGENT CURVE TO THE RIGHT WHOSE INITIAL TANGENT BEARS NORTH 14 DEGREES 44 MINUTES 52 SECONDS WEST, HAVING A RADIUS OF 2729.79 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 19 MINUTES 23 SECONDS, AN ARC DISTANCE OF 1424.04 FEET TO A POINT ON A NON-TANGENT LINE, THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS WEST, A DISTANCE OF 150.46 FEET TO A POINT; THENCE NORTH 04 DEGREES 21 MINUTES 25 SECONDS WEST A DISTANCE OF 548.33 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ON A NON-TANGENT CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS NORTH 04 DEGREES 08 MINUTES 17 SECONDS WEST, HAVING A RADIUS OF 1424.04 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 17 MINUTES 40 SECONDS, AN ARC DISTANCE OF 1424.04 FEET TO A POINT ON A NON-TANGENT LINE, THENCE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 86 DEGREES 58 MINUTES 38 SECONDS EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND ON SAID NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 359.38 FEET TO A POINT OF CURVATURE ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID 195TH STREET; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF SAID 195TH STREET, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF SAID 195TH STREET, A DISTANCE OF 100.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS SOUTH 63 DEGREES 51 MINUTES 54 SECONDS EAST, HAVING A RADIUS OF 498.37 FEET, THROUGH A CENTRAL ANGLE OF 23 DEGREES 06 MINUTES 44 SECONDS, AN ARC DISTANCE OF 201.03 FEET TO A POINT ON A TANGENT LINE; THENCE SOUTH 86 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 100.03 FEET TO A POINT; THENCE SOUTH 86 DEGREES 58 MINUTES 48 SECONDS EAST A DISTANCE OF 100.03 FEET TO A POINT; THENCE SOUTH 86 DEGREES 58 MINUTES 48 SECONDS EAST A DISTANCE OF 181.63 FEET TO THE POINT OF BEGINNING.

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS "**RAYMORE COMMERCE CENTER SOUTH, SECOND PLAT**".

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING, AND MAINTAINING FACILITIES FOR GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE; AND THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, IS HEREBY GRANTED THE RIGHT TO MOUNTED TRANSFORMERS, SERVICES PEDESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (U/E), PROVIDED THAT THE EASEMENT GRANTED HEREIN IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS. ALL UTILITIES LOCATED WITHIN THE DESIGNATED UTILITY EASEMENTS, BY VIRTUE OF THEIR EXISTENCE, IS HEREBY COVENANT, CONSENT, AND AGREE THAT THEY SHALL BE SUBORDINATE TO SAID PUBLIC RIGHT OF WAY IN THE EVENT THAT ADDITIONAL PUBLIC RIGHT OF WAY IS DEDICATED OVER THE LOCATION OF THE UTILITY EASEMENT, WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THE PURPOSE FOR WHICH THE EASEMENT WAS FIRST DESIGNATED, AND FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID USES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) NOR SHALL THERE BE ANY ENCROACHMENT THEREON OR THEREOVER. THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED BY THE EASEMENT, NO EXCAVATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR REMOVE ANY OF THE EASEMENTS OR ANY OF THE UTILITIES OR ANY OF THE APPURTENANCES THERETO WITHOUT A VALID PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS.

ATTEST: _____
ERICA HILL, CITY CLERK

IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR HAS CAUSED THIS INSTRUMENT TO BE SIGNED THIS ____ DAY OF _____ 2026.

BE IT REMEMBERED, THAT ON THIS _____ DAY OF _____, 2026, BEFORE ME CAME DAVID
M. HARRISON, MANAGER OF KCI RAYMORE BUILDING 4, LLC, PERSONALLY KNOWN TO ME TO
BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY
ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

THIS PLAT OF "RAYMORE COMMERCE CENTER SOUTH, SECOND PLAT" ADDITION, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI, ON THE ____ DAY OF, _____, 2026.

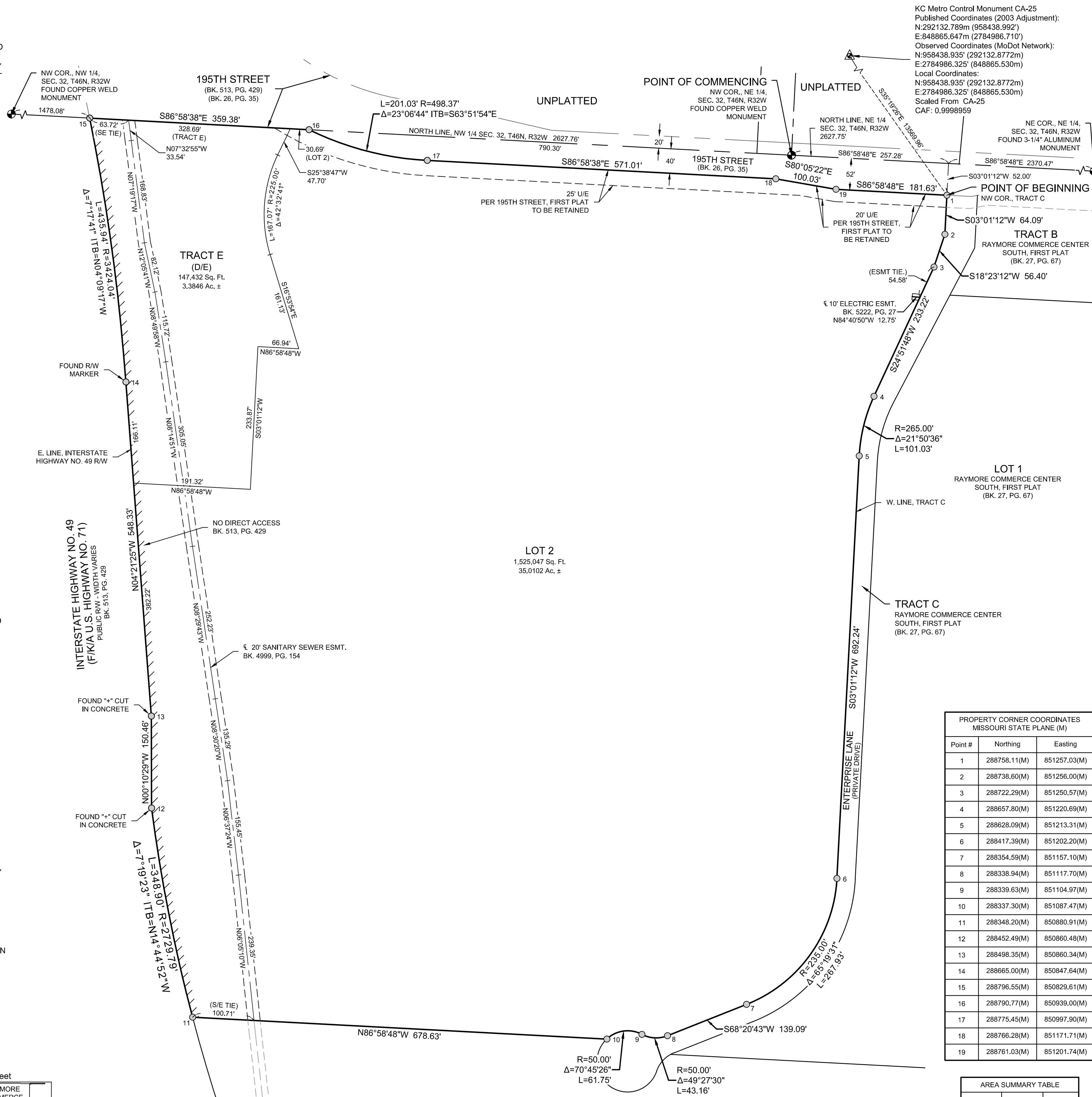
THIS PLAT OF "**RAYMORE COMMERCE CENTER SOUTH, SECOND PLAT**" ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS ____ DAY OF _____, 2026.

1. BASIS OF BEARINGS: HELD THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46 NORTH, RANGE 32 WEST AT S86°58'48"E, MISSOURI COORDINATE SYSTEM 1983, WEST ZONE. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN US SURVEY FEET. MEASUREMENTS SHOWN HEREON ARE MEASURED AND MATCH PLATTED/DEEDED, UNLESS OTHERWISE NOTED.
2. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP NUMBER 29037C0038F, REVISED JANUARY 2, 2013, THE SURVEYED PREMISES LIES WITHIN OTHER AREAS, ZONE X - AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. SUBJECT PROPERTY CONTAINS 1,672,479 SQ. FT. OR 38.3948 ACRES, MORE OR LESS.
4. THE HEREON DESCRIBED SURVEYED PREMISES WERE LAST CONVEYED IN WARRANTY DEED RECORDED IN BOOK 5247, PAGE 27.
5. THIS SURVEY MEETS OR EXCEEDS THE URBAN CLASS PROPERTY ACCURACY STANDARD OF CLOSURE 1:20,000 AS DEFINED BY THE DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION, DIVISION 2030, CHAPTER 16, TITLE 20 CSR 2030-16-040 - ACCURACY STANDARDS FOR PROPERTY BOUNDARY SURVEYS, EFFECTIVE JUNE 30, 2017.

HEREBY CERTIFY THAT THE WITHIN PLAT OF "RAYMORE COMMERCE CENTER SOUTH, SECOND PLAT", A SUBDIVISION, IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SURVEY MEETS OR EXCEEDS THE CURRENT "MISSOURI SURVEYING BOARD" REQUIREMENTS FOR A SURVEY MADE BY A LICENSED SURVEYOR BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS IN DIVISION 2030 - CHAPTER 16 (20 CSR 2030-16). I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE STATE PLANE COORDINATE SYSTEM OF MISSOURI, WESTERN ZONE OF THE NORTH AMERICAN DATUM OF 1983. THAT THE SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET BY ME OR UNDER THIS PLAT. THAT THE 30.00 FOOT DISTANCE CORNER MONUMENTS HAVE BEEN MARKED WITH CONCRETE CORNER MONUMENTS AS INDICATED ON THIS PLAT. THAT I HAVE COMPLIED WITH ALL STATE AND CASS COUNTY STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

Section 32, T46N, R32W
VICINITY MAP
SCALE: 1" = 2000'

ALL THAT PART OF TRACT A, 195TH STREET, FIRST PLAT, A PLATTED SUBDIVISION, TOGETHER WITH ALL THAT PART OF THE UNPLATTED NORTH HALF OF SECTION 32, TOWNSHIP 46 NORTH, RANGE 32 WEST, ALL LYING IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI



PROPERTY CORNER COORDINATES MISSOURI STATE PLANE (M)			
Point #	Northing	Easting	
1	288758.11(M)	851257.03(M)	
2	288736.60(M)	851256.00(M)	
3	288722.29(M)	851250.57(M)	
4	288657.80(M)	851220.69(M)	
5	288628.09(M)	851213.31(M)	
6	288417.39(M)	851202.20(M)	
7	288354.59(M)	851157.10(M)	
8	288338.94(M)	851117.70(M)	
9	288339.63(M)	851104.97(M)	
10	288337.30(M)	851087.47(M)	
11	288348.20(M)	850880.91(M)	
12	288452.49(M)	850860.48(M)	
13	288496.35(M)	850860.34(M)	
14	288665.50(M)	850847.64(M)	
15	288796.55(M)	850829.61(M)	
16	288790.77(M)	850939.00(M)	
17	288775.45(M)	850997.90(M)	
18	288766.28(M)	851071.71(M)	
19	288761.03(M)	851201.74(M)	

AREA SUMMARY TABLE		
	SQ. FT.	AC.
LOT 2	1,525,047	35.0102
TRACT E	147,432	3.3846
TOTAL	1,672,479	38.3948

	SECTION CORNER
	FOUND 1/2" REBAR
	SET 5/8"x24" REBAR W/LC 366 CAP
	KC METRO CONTROL POINT
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
S/E	SANITARY SEWER EASEMENT

Prepared For/Property Owner:
KCI RAYMORE BUILDING 4, LLC
4900 Main Street, Suite 800
Kansas City, Missouri 64112

Prepared By:
Olsson, Inc.
7301 West 133rd Street, Suite 200
Overland Park, KS 66213
Phone: (913) 381-1170
Fax: (913) 381-1174

olsson®

7301 West 133rd Street
Suite 200
Overland Park, KS 66213

olsson.com
TEL 913.381.1170
FAX 913.381.1174
Olsson - Survey
Missouri COA #000366

[illegible]

Final Plat
RAYMORE COMMERCE CENTER SOUTH, SECOND PLAT

ALL THAT PART OF TRACT A, 195TH STREET FIRST PLAT, A PLATTED SUBDIVISION TOGETHER WITH ALL

CITY OF RAYMORE, CASS COUNTY, MISSOURI

2025

drawn by: CRS
designed by: PEW
project no.: 021-05673
date: 11.10.2025

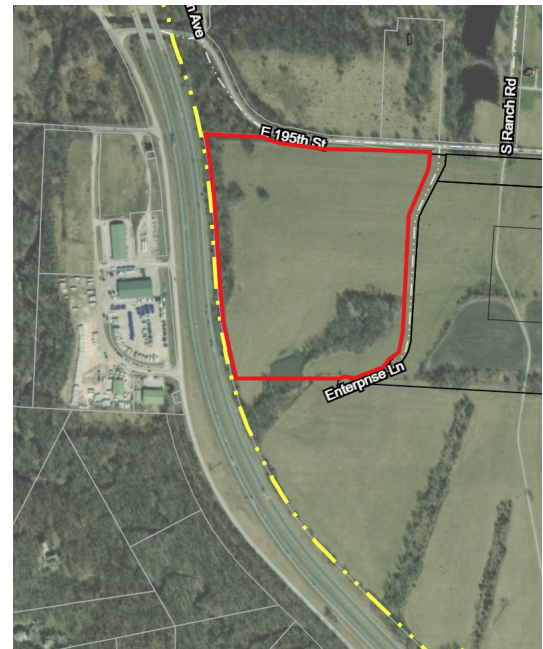
SHEET
1 of 1

FINAL PLAT - RAYMORE COMMERCE CENTER SOUTH 2ND PLAT

APPLICANT	Mike Uhrig Van Trust Real Estate
Property Owner:	David Harrison KCI Raymore Building 4, LLC
Engineering/Arch. Firm	Olsson Inc.

PROJECT LOCATION	REQUESTED ACTION
East of I-49 and South of 195th Street	Final Plat Approval

PROJECT NARRATIVE
An application was filed requesting final plat approval of the Raymore Commerce Center South 2nd Final Plat, including one (1) lot and one (1) tract of land.



ZONING AND LAND USE SUMMARY

EXISTING ZONING
"PUD" Planned Unit Development

SURROUNDING ZONING & LAND USE
North: "A" Agricultural Farming
South: "A" Agricultural Undeveloped
East: "PUD" Planned Unit Development Warehousing and Wholesaling
West: Unincorporated Cass County Transportation



SITE SIZE	NUMBER OF	NUMBER OF
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	LOTS	TRACTS
38.39 +/- Acres	1	1

PAST PLANNING ACTIONS

1. On May 17, 2022, the Planning and Zoning Commission recommended approval to rezone the subject property from "BP" Business Park to "PUD" Planned Unit Development, including the Preliminary Development Plan.
2. On July 25, 2022, the City Council voted to approve the "PUD" rezoning request and Preliminary Development Plan for the property.
3. The Raymore Planning & Zoning Commission voted to recommend approval of the Raymore Commerce Center South 1st Final Plat and forwarded the recommendation on to the City Council on October 7, 2025.
4. On November 10, 2025, the Raymore City Council approved the Raymore Commerce Center South 1st Final Plat (Case No. 25033).

DEVELOPMENT STANDARDS

The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:

DIMENSIONAL STANDARD	MINIMUM REQUIREMENT
Lot Size	1 Acre
Lot Width	100-ft.
Lot Depth	100-ft.
Front-Yard Setback	20-ft.
Side-Yard Setback	10-ft.
Rear-Yard Setback (interior)	20-ft.
Rear-Yard Setback (exterior)	10-ft.

Building Height	80-ft. Max.
Building Coverage	50-ft. Max.

STAFF COMMENTS

PLANNING AND ZONING

- The property is located within the The Good Ranch Master Plan area.
- The proposed final plat has been reviewed with the approved Preliminary Development Plan and is in conformance.
- Streets within the development are private but are constructed to meet public standards.
- Per the project's Memorandum of Understanding (MOU), public sidewalks are required to be built along the private streets within the development and along the southside of 195th Street. The timing of these public improvements are aligned with each building's certificate of occupancy.
- With this second final plat, an extension of the public sidewalk from the north property line shall be constructed to the intersection of 195th Street and Dean Avenue within city right-of-way. This sidewalk will be on the south and west sides of 195th street as it bends to the north.
- A landscape buffer along the south side of 195th Street abutting this development is being provided as required, and shall be installed prior to the issuance of the building's certificate of occupancy.

PUBLIC WORKS & ENGINEERING -

- A right turn lane has been constructed for eastbound traffic on 195th Street for vehicles turning onto Commerce Drive. This improvement is in conformance with the project's traffic study and approved MOU.

ALIGNMENT WITH RAYMORE BLUEPRINT 2045

Future Land Use Framework - The Future Land Use Map designates this property as appropriate for industrial development.

Major Street Plan - While no new public streets are being proposed with this final plat, 195th Street functions as a standard local collector that was recently improved as part of the Dean Avenue & 195th Street extension project. Sidewalks are to be built along 195th Street and the development's private street network. Improvements were made to 195th Street, as well as the extension of Dean Avenue South, in accordance with the Major Street Plan, to provide improved access to this area of the City.

FINDINGS OF FACT

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. Is substantially the same as the approved preliminary plat.

The Raymore Commerce Center 2nd Plat is in substantial conformance with the approved Preliminary Plat and MOU.

2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City.

This proposed final plat complies with all conditions, restrictions and requirements of the code and all other applicable ordinances and design standards of the City.

3. Complies with any condition that may have been attached to the approval of the preliminary plat.

The 2nd Plat complies with the conditions, restrictions and requirements of the code, other ordinances, design standards of the city and the project's MOU.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning & Zoning Commission	Review & Recommendation	02/17/2026
City Council	1st Reading	02/23/2026
City Council	2nd Reading	03/09/2026

STAFF RECOMMENDATIONS

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and forward a recommendation of approval to the City Council regarding case 25042, Raymore Commerce Center South 2nd Final Plat.

The recommendation for approval is subject to the following conditions:

- An off-site improvement in the form of a 5-ft wide public sidewalk shall be constructed from the NW corner of Lot 2 along the south and west sides of 195th Street within the public right-of-way. The sidewalk shall extend to the intersection of 195th Street and Dean Avenue.
- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.
- Prior to recording, all development fees shall be paid by the Developer.

PLANNING AND ZONING COMMISSION RECOMMENDATION 2/17/2026

The Planning and Zoning Commission, at their February 17, 2026 meeting, voted 6-0 to accept the findings of fact and forward Case No. 25042 Raymore Commerce Center South Final Plat, Lot 2, to the City Council with a recommendation of approval

PROJECT ATTACHMENTS

1. Final Plat Drawings
2. Site Photos



SE Corner of Site looking NW



Looking South from 195th Street



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 2/23/2026

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Creekside Ranch Final Plat Lots 2-20 (pg 299)

STRATEGIC PLAN GOAL / STRATEGY

Goal 5: Maintain diverse housing choices within strong neighborhoods that connect residents throughout 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: Planning and Zoning Commission

Date: February 17, 2026

Action/Vote: Approval, 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 4019
2. Staff Report
3. Final Plat Drawing
4. Site Photos
5. Development Agreement

BACKGROUND / JUSTIFICATION

Matt Schlicht, representing the developer of the Creekside Ranch subdivision, is requesting final plat approval of Lots 2-20 of the overall development, located at the northeast corner of Gore Road and Kurzweil Road. The request includes 19 residential lots of 3+/- acres each.

The annexation, rezoning and preliminary plat for the Creekside Ranch development was originally approved by the City Council in February 2024.

The final plat request is a ministerial request in accordance with the approved preliminary plat.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR THE CREEKSIDE RANCH SUBDIVISION, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and,

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Creekside Ranch is hereby approved for the tract of land described below:

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 1276.73 feet; thence South 1 degrees 32 minutes 23 seconds West, a distance of 370.00 feet; thence North 88 degrees 27 minutes 37 seconds West, a distance of 277.21 feet; thence along a curve to the left tangent to the preceding course and having a radius of 25.25 feet, an arc distance of 23.29 feet; thence along a curve to the right having an initial tangent bearing of North 43 degrees 21 minutes 0 seconds East and a radius of 60.00 feet, an arc distance of 197.70 feet; thence along a reverse curve having a radius of 25.00 feet, an arc distance of 21.68 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 1090.53 feet; thence North 88 degrees 27 minutes 42 seconds West along the South line of said Section 2, a distance of 2241.61 feet to the point of beginning.

Above described tract contains 3,006,611.73 Sq. Ft. or 69.02 Acres More or Less.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Creekside Raymore, LLC is approved and the City Manager is authorized to execute said agreement on behalf of the City of Raymore, Missouri.

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- The Northwest corner of Aria Drive and Gore Road
- The Northwest corner of Amara Drive and Gore Road
- The Southeast corner of Creekside Ranch Court and Creekside Ranch Drive.

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 23RD DAY OF FEBRUARY, 2026.

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

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Creekside Ranch Final Plat, Lots 2-20

APPLICANT -

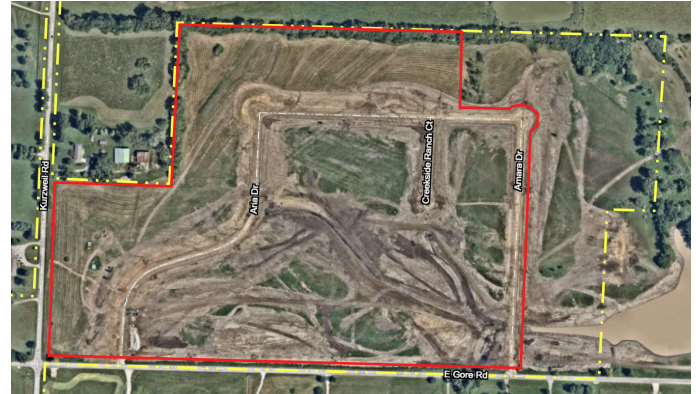
Property Owner:	Creekside Raymore LLC
Engineering/Arch. Firm	Engineering Solutions

PROJECT LOCATION REQUESTED ACTION

NE Corner of Gore & Kurzweil Road	Final Plat Approval
-----------------------------------	---------------------

PROJECT NARRATIVE

An application was filed requesting final plat approval of the Creekside Ranch Lots 2-20 final plat, including 19 residential lots.



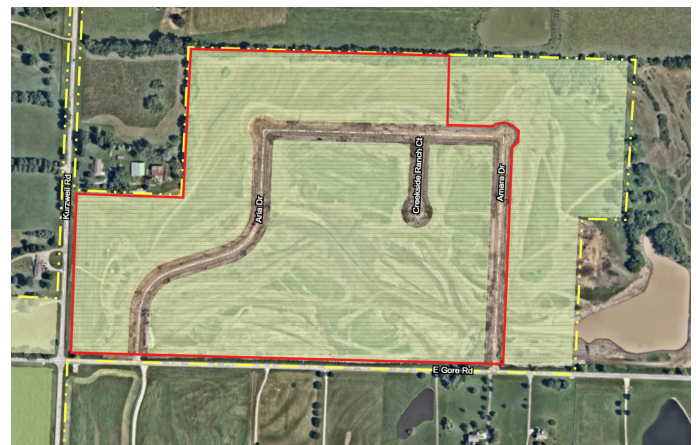
ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"RE" Rural Estate

SURROUNDING ZONING & LAND USE

- North:** Unincorporated Cass County/Single-family Detached Dwelling and Farming
- South:** Unincorporated Cass County/Single-family Detached Dwelling
- East:** "RE" Rural Estate/Undeveloped
- West:** "RR" Rural Residential/Single-family Residential Dwelling & Unincorporated Cass County/Dwelling Single-family Residential Dwelling



TOTAL TRACT SIZE	NUMBER OF LOTS	DENSITY
69.02 +/- Acres	19	.26 DU/A

PAST PLANNING ACTIONS -

1. On February 12, 2024 the City Council unanimously approved the Creekside Ranch Preliminary Plat, contingent upon the approval of the annexation and rezoning request.
2. On February 26, 2024 the City Council unanimously approved the Creekside Ranch Rezoning from "A" Agricultural District to "RE" Rural Estate District as well as the Creekside Ranch Annexation.
3. The Creekside Ranch Minor Plat was approved administratively on April 18, 2025. The minor plat established Lot 1 of Creekside Ranch, which was a combination of 4 original lots as approved by the preliminary plat.

DEVELOPMENT STANDARDS -

The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:

DIMENSIONAL STANDARD	MINIMUM REQUIREMENT
Lot Size	3 Acres
Lot Size per Dwelling Unit	3 Acres
Lot Width x Lot Depth	220-ft X 100-ft
Front-Yard Setback	50-ft
Rear-Yard Setback	40-ft
Side-Yard Setback (interior)	15-ft
Side-Yard Setback (exterior)	50-ft

Building Height	35-ft
Building Coverage	30%
Open Space Requirement	50%

STAFF COMMENTS -

PLANNING AND ZONING -

- Prior to this Final Plat request, the applicant submitted an application for a minor subdivision plat which combined four lots of the Preliminary Plat generally north and east of Amara Drive. This unplatted area is intended for the development's owner to construct a home. Later, the intention is to construct three additional homes on the parcel, however, a plat will be required to subdivide lots from the parcel in accordance with the Creekside Ranch preliminary plat. It's expected that the same number of lots will be created as approved by the preliminary plat.
- Drainage swales occupy space on several lots in the center of the subdivision. Water is collected in these swales and sent to the east onto a parcel in unincorporated Cass County, which is also owned by the Creekside Ranch property owner. Staff required the applicant to provide a drainage easement over the swales and the off-site retention pond where water is collected and released slowly over time. This easement will prevent a potential future ownership of the unincorporated parcel from altering the flow to the pond or the pond itself without city approval. The applicant shall be responsible for submitting an easement and maintenance agreement to be recorded with the final plat document.

PUBLIC WORKS & ENGINEERING -

- Staff has required a maintenance agreement for the storm retention pond and associated storm structures or facilities. The agreement will allow the city to enter onto the property for the purposes of inspecting or repairing any public storm water related systems on the unincorporated property. The applicant will submit a maintenance agreement prior to recording the final plat with Cass County.

ALIGNMENT WITH RAYMORE BLUEPRINT 2045 -

Future Land Use Framework - The Future Land Use Map designates this property as appropriate for Rural Density Residential development. Detached, large-lot single-family development characterizes the rural residential land use category. This use is appropriate for areas of the City that lack adequate public utilities to serve development that would be considered Low Density Residential. This would include larger acreage lots typically served by septic systems.

Major Street Plan - The Major Thoroughfare Plan Map classifies Gore Road as a Major Collector and Kurzweil Road as a Major Arterial.

FINDINGS OF FACT -

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. Is substantially the same as the approved preliminary plat.

The proposed Final Plat is in substantial conformance with the approved Creekside Ranch Preliminary Plat. The applicant has previously "minor platted" a portion of the development, including 4 lots on the east/northeast side of the property, but with the intent to further subdivide those parcels at a later date via a replat request.

2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City.

This final plat complies with all conditions, restrictions and requirements of the city code and all other applicable ordinances and design standards.

3. Complies with any condition that may have been attached to the approval of the preliminary plat.

The proposed Creekside Ranch Final Plat conforms with the conditions of its preliminary plat.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	02/17/2026
City Council	Review Decision	03/09/2026 03/23/2026

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact for the Creekside Ranch Final Plat, Lots 2-20 and forward a recommendation of approval to the City Council.

The recommendation for approval is subject to the following conditions:

- A maintenance agreement and any related easements shall be submitted related to the off-site stormwater retention pond located in Cass County prior to recording the final plat.
- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.
- The Development Agreement for the Creekside Final Plat, Lots 2-20 shall be signed and recorded with the Cass County Recorder of Deeds, and all applicable fees paid, within one year of the City Council approval or the agreement shall be considered null and void.

**PLANNING AND ZONING COMMISSION
RECOMMENDATION 2/17/2026**

The Planning and Zoning Commission, at their February 17, 2026 meeting, voted 6-0 to accept the findings of fact and forward Case No. 25038 Creekside Ranch Final Plat, Lots 2-20, to the City Council with a recommendation of approval, subject to the conditions as noted.

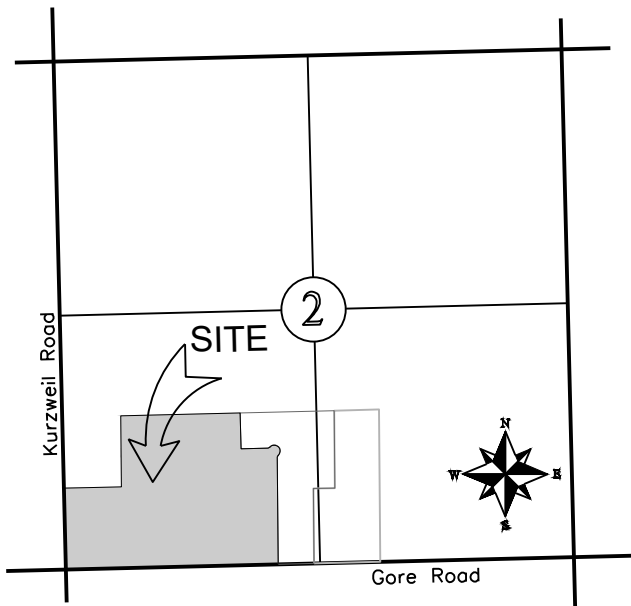
PROJECT ATTACHMENTS -

1. Final Plat Drawings
2. Site Photos

Final Plat
Creekside Ranch, Lots 2-20
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

LEGEND

- These standard symbols will be found in the drawing.
- Set 1/2" Rebar & Cap (LS-200508319D)
 - ⊙ Found Survey Monument (As Noted)
 - ① Potential Encroachments, as noted
 - - - - - Existing Fence Line - Chain Link
 - - - - - Existing Water Line
 - - - - - Existing Sanitary Sewer Main
 - - - - - Existing Storm Sewer
 - - - - - Existing Gas Line
 - - - - - Existing Underground Telephone
 - - - - - Existing Underground Electric



LOCATION MAP
SECTION 2-T46N-R32W

SETBACK TABLE			
FRONT			50'
REAR			40'
SIDE			15'

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS JOINTLY ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGICAL SURVEY AND RESOURCE ASSESSMENT AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

MATTHEW J. SCHLICHT, MOPLS 2012000102
ENGINEERING SOLUTIONS, LLC., MO CORP LS 2005008319-D

PROPERTY DESCRIPTION

A tract of land situated in Section 2, Township 46 North, Range 32 West, in Raymore, Cass County, Missouri, described as follows:

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 1276.73 feet; thence South 1 degrees 32 minutes 23 seconds West, a distance of 370.00 feet; thence North 88 degrees 27 minutes 37 seconds West, a distance of 277.21 feet; thence along a curve to the left tangent to the preceding course and having a radius of 25.25 feet, an arc distance of 23.29 feet; thence along a curve to the right having an initial tangent bearing of North 43 degrees 21 minutes 0 seconds East and a radius of 60.00 feet, an arc distance of 197.70 feet; thence along a reverse curve having a radius of 25.00 feet, an arc distance of 21.68 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 1130.53 feet; thence North 88 degrees 27 minutes 42 seconds West along the South line of said Section 2, a distance of 2241.61 feet to the point of beginning.

Above described tract contains 3,006,611.73 Sq. Ft. or 69.02 Acres More or Less.

SURVEYOR'S GENERAL NOTES:

- This survey is based upon the following information provided by the client or researched by this surveyor.
(A). Warranty Deed, Book 4406, Pg 76
(B). Warranty Deed, Bk 1276, Pg 53
(C). Deed of Trust, Bk 4440, Pg 67
(D). Quit Claim Deed, Bk 1690, Pg 103
(E). Final Plat of Kurzeil Estates, Bk 16, Pg 51
(F). Final Plat of Halliburton Estates, Bk 20, Pg 71
(G). Certificate of Survey, Bk 29, Pg 2
(H). Final Plat of Meadowbrook Acres, 3rd Plat, Bk 5, Pg 90
- This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Missouri Standards for Property Boundary Surveys.
- NO Title report was furnished. NO Easements were provided. Easements are only shown as provided by client or from Title Report. Additional Easements may exist and are not shown on this survey.
- Bearings shown hereon are based upon GPS observation of the South Line of Section 2
- This company assumes no responsibility in the location of existing utilities within the subject premises. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.
- Subsurface and environmental conditions were not surveyed or examined or considered as a part of this survey. No evidence or statement is made concerning the existence or underground or overhead conditions, containers or facilities that may affect the use or development of this property. No attempt has been made to obtain or show data concerning existence, size, depth, conditions, capacity or location of any utility existing on the site, whether private, municipal or public owned.
- Site is located in Zone "X", areas determined to be outside the 100 year Flood Plain per Firm Panel 29037C0035F, Dated 1/2/2013
- Survey prepared exclusively for Fred Delibero on April 1, 2021.

OWNER / DEVELOPER:

Lisa M. Delibero Revocable Trust UTA Dated November 6, 2013
4500 SW Raintree Shore Dr
Lees Summit, MO 64082

NOTE:

Lots 12 and 13 will be granted driveway access from Gore Road. All other driveway access shall be provided via internal streets.

CASS COUNTY:
RECORDER'S OFFICE:

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 20__.

DEPUTY COUNTY RECORDER OF DEEDS

DEDICATION:

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS

"Creekside Ranch, Lots 2-20"

EASEMENTS:

- AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING OR MAINTAINING FACILITIES INCLUDING, BUT NOT LIMITED TO, POLES, WIRES, PIPES, CONDUITS, TRANSFORMERS, SERVICE PEDESTALS, METERS AND STRUCTURES FOR WATER, GAS, ELECTRICITY, SANITARY SEWER, STORM SEWER, TELEPHONE, CABLE T.V., OR OTHER UTILITY OR SERVICE, ANY OR ALL OF THEM, UPON, OVER OR UNDER THOSE AREAS OR STRIPS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "U/E".
- WHERE AN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, THAT IS, "SEWER EASEMENT" OR "S/E", OR "DRAINAGE EASEMENT" OR "D/E", OR "LANDSCAPE EASEMENT" OR "L/E", OR "WATERLINE EASEMENT" OR "W/E", THE USE THEREOF SHALL BE RESTRICTED TO THAT PURPOSE.
- ALL GENERAL UTILITY EASEMENTS SHALL BE KEPT FREE AND CLEAR OF ANY AND ALL BUILDINGS, STRUCTURES OR OTHER OBSTRUCTIONS (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) WHICH WOULD INTERFERE WITH:
 - THE PROPER, SAFE AND CONTINUOUS USE AND MAINTENANCE OR RECONSTRUCTION OF THE FACILITIES LOCATED WITHIN SAID EASEMENTS, OR,
 - THE AGENTS AND EMPLOYEES OF RAYMORE, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENTS IN THE EXERCISING OF THE RIGHTS GRANTED BY SAID EASEMENT.

BUILDING LINES:

BUILDING LINES OR SET BACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR LOCATED BETWEEN THIS LINE AND THE STREET LINE.

STREETS:

THE STREETS OR THOROUGHFARES SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

IN TESTIMONY WHEREOF:

Lisa M. Delibero Revocable Trust UTA Dated November 6, 2013 has caused these presents to be executed this _____ day of _____, 20__.

Lisa M. Delibero

NOTARY CERTIFICATION:

STATE OF _____)
COUNTY OF _____)SS

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared Lisa M. Delibero, to me known to be the person described herein and being duly sworn by me did acknowledge that they executed the foregoing instrument as his free act and deed.

IN WITNESS THEREOF:

I have hereunto set my hand and affixed my seal the date last written above.

My Commission Expires: _____

NOTARY PUBLIC

CITY OF RAYMORE, MISSOURI:
PLANNING AND ZONING COMMISSION:

THIS PLAT OF "CREEKSIDE RANCH, LOTS 2-20" WAS SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20__.

_____, SECRETARY

CITY COUNCIL:

THIS PLAT OF "CREEKSIDE RANCH, LOTS 2-20", INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL WAS SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI, ON THE _____ DAY OF _____, 20__.

ATTEST:

_____, MAYOR

_____, CITY CLERK

_____, CITY ENGINEER

REVISIONS

DATE	REVISIONS
12/4/25	City Comments
12/17/25	City Comments dated 12-9-25

Creekside Ranch, Lots 2-20
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

FINAL PLAT		JOB NO.		COUNTY		TOWNSHIP		RANGE		SECTION		SHEET	
		CASS		46N		32W		2		2 OF 2			
		DATE OF PREPARATION		SCALE		DRAWN BY		DATE		M. Schlicht, PLS.		July 9, 2025	
				1"=100'									

PROFESSIONAL SEAL

ENGINEERING
ENGINEERING & SURVEYING
SOLUTIONS
50 SE 30TH STREET
LEES SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849

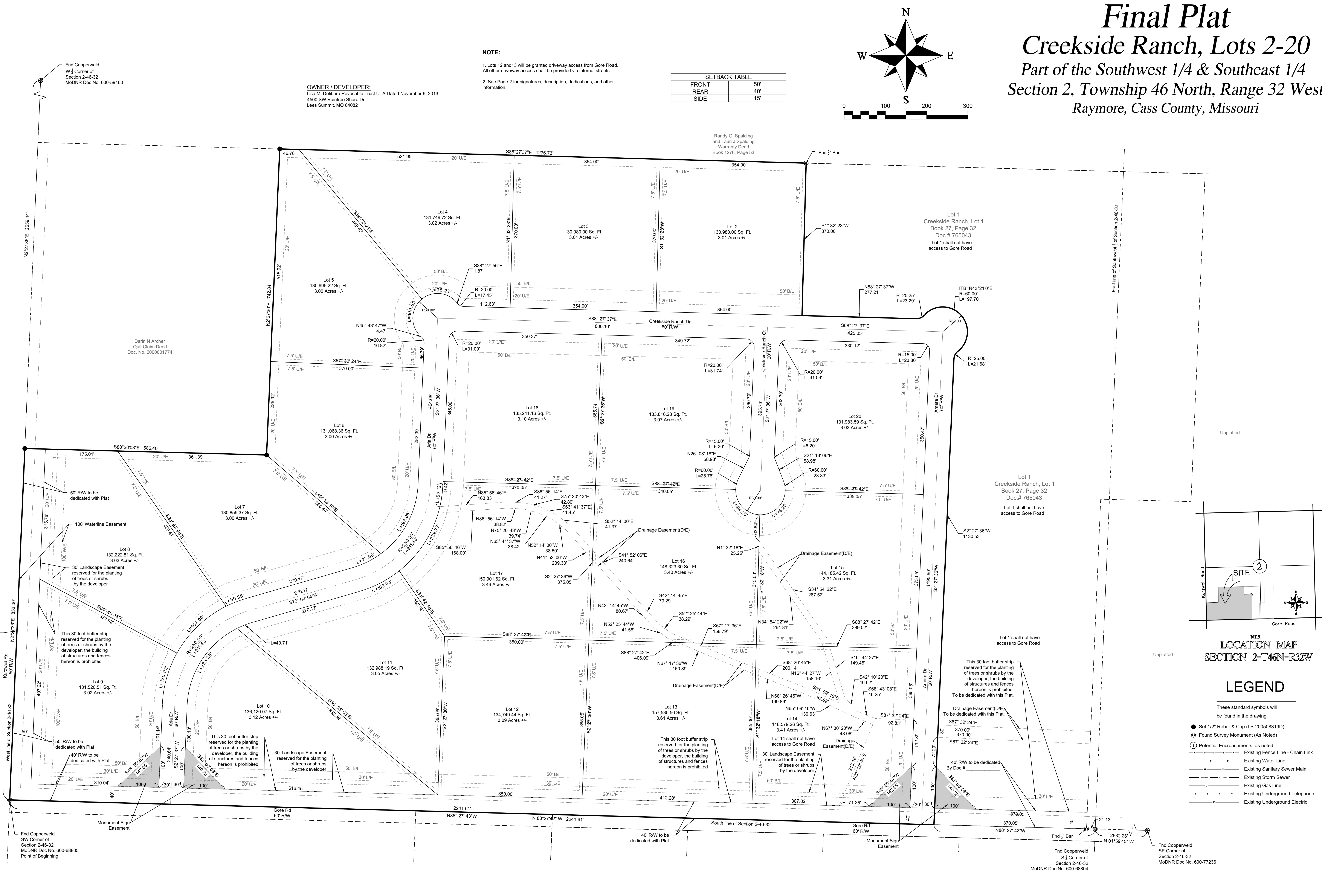
Final Plat
Creekside Ranch, Lots 2-20
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

REVISIONS		
DATE	CITY COMMENTS	CITY COMMENTS
12/12/25		
12/12/25		

Creekside Ranch, Lots 2-20
Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Raymore, Cass County, Missouri

FINAL PLAT			
SHEET	SECTION	TOWNSHIP	RANGE
1 OF 2	2	46N	32W
DATE OF PREPARATION		SCALE	
July 9, 2025		1" = 100'	

ENGINEERING & SURVEYING SOLUTIONS
50 SE 30TH STREET
LEES SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849



Creekside Ranch Site Photos

SW Corner Looking NE



Creekside Ranch Site Photos

SE Corner Looking NW





***Development Agreement
For
Creekside Ranch
1st Plat***

Legal Description Contained on Pages 2-3

**Between Creekside Raymore, LLC, Grantor,
and
City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

March 9, 2026

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **9th day of March, 2026** by and between, **Creekside Raymore, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Creekside Ranch 1st Plat**, which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Creekside Ranch 1st Plat.**

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 1276.73 feet; thence South 1 degrees 32 minutes 23 seconds West, a distance of 370.00 feet; thence North 88 degrees 27 minutes 37 seconds West, a distance of 277.21 feet; thence along a curve to the left tangent to the preceding course and having a radius of 25.25 feet, an arc distance of 23.29 feet; thence along a curve to the right having an initial tangent bearing of North 43 degrees 21 minutes 0 seconds East and a radius of 60.00 feet, an arc distance of 197.70 feet; thence along a reverse curve having a radius of 25.00 feet, an arc distance of 21.68 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 1090.53 feet; thence North 88 degrees 27 minutes 42 seconds West along the South line of said Section 2, a distance of 2241.61 feet to the point of beginning.

Above described tract contains 3,006,611.73 Sq. Ft. or 69.02 Acres More or Less.

ZONING, LAND USE, AND DEVELOPMENT STANDARDS

1. The zoning for the entire Property shall be "RE" Rural Estate District, in accordance with the City of Raymore Unified Development Code.

3. Pursuant to Section 445.030(I)(4) of the Unified Development Code, Landscaped Buffer Strips, including berms, canopy trees, understory trees, or

combinations thereof, as identified on the table below, shall be provided in a common area tract or landscaping easement along Gore Road.

	Option A	Option B
Buffer strip width	30 feet	20 feet
Canopy trees	1 deciduous shade tree every 60 feet	1 deciduous shade tree or 2 evergreens every 60 feet
Understory trees	Allowed, not required	3 ornamental and 1 evergreen tree every 100 feet
Large flowering shrubs	4 clustered every 150 feet	4 every 30 feet
Berm	Allowed, not required	Allowed, not required

4. Driveway access to residential lots within the subdivision will be restricted to the internal streets being proposed, with the exception of Lots 12 and 13 which shall each be granted 1 individual driveway access to Gore Road.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction.

2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".

3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.

4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.

5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.

6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

7. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

8. The Sub-Divider agrees and acknowledges that the sanitary sewer service to the property is not readily accessible, and that the City will not be providing sanitary sewer service to the property at this time. The property will be served by on-site (septic) waste disposal systems that shall be installed at the expense of property owners, and in accordance with all applicable City ordinances, policies and procedures.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and hold the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

5. Utilization of graded ditches to convey stormwater is permitted in the subdivision. If ditches are utilized, the Sub-divider shall be responsible for the design and appropriate grading and establishment of turf within the

ditches to properly convey stormwater within the subdivision. It shall be the responsibility of the Sub-Divider, and/or future property owners within the Subdivision to maintain ditches, culvert pipes, or other related infrastructure.

6. The Developer acknowledges and agrees that a portion of the required stormwater management infrastructure serving the Creekside Ranch development is located outside the corporate limits of the City within the geographic boundaries of unincorporated Cass County, Missouri

a. To ensure the long-term viability of the drainage system and the protection of City and County resources, the Sub-Divider shall provide a Stormwater Maintenance Agreement, or similar instrument, which shall be submitted to and approved by the City Engineer, or their designee. It shall outline specific maintenance protocols and identify the private entity (e.g., a Homeowners' Association or Master Developer) responsible for the continued functionality of the system outside City limits. The agreement shall be recorded with the Cass County Recorder of Deeds coincidental with the recording of the final plat.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Creekside Ranch 1st Plat**, is **\$11,868.00, or \$516.00 per dwelling unit**. Payment of the Parkland Dedication Fee in Lieu shall be paid in accordance with Section 445.040(H) of the Unified Development Code prior to the recording of the final plat.

8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

ADDITIONAL REQUIREMENTS

1. The Sub-Divider agrees to remove debris from under road culverts either as part of subdivision development/mass grading or utility installation, but prior to the issuance of any building permits within the subdivision. Such work is subject to the approval of the Public Works Director, or their designee.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.

2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.

3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.

5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.

9. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekside Ranch Subdivision, executed by both parties and approved by City Council on February 12, 2024 remains in effect.

10. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Sub-Divider, at:

Creekside Raymore, LLC
21 SE 29th Terr
Lee's Summit, MO 64082

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Creekside Ranch 1st Plat**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Creekside Ranch 1st Plat**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

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

Stamp:

Notary Public: _____

My Commission Expires: _____

Attachment A

FEE CALCULATION FOR CREEKSIDE 1ST FINAL PLAT